

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



Rene Salas, City Manager/Executive
Director
Susie A. Altamirano, Interim City
Attorney/Interim General Counsel
Adrian Garcia, City Clerk/Secretary
Masami Higa, Director of
Finance/Treasurer

CITY OF SOUTH EL MONTE

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

AGENDA

February 18, 2025, 6:00 PM
1415 Santa Anita 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 first and third 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 \$500 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, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

William Gil, Knights of Columbus

4. PRESENTATIONS

4.a. Presentation of Certificate of Recognition to Damian Fernandez on his Selection to Participate in the USA National Taekwondo Team to Participate in the 2025 Pan Am Games in Queretaro, Mexico in April 2025 and the 2025 International World Taekwondo Cadet Tournament in Dubai in May of 2025

4.b. Presentation of Certificates and Scholarships to the winners of the 2024 Harvard Day Essay competition from Shively Middle School, Monte Vista Elementary School, Epiphany Elementary School, South El Monte High School, and Rio Hondo College sponsored by Athens Services and Transtech Engineering

4.c. Presentations of Certificates of Recognition to the EM/SEM Jets Cheer Organization for the Mascot, Gremlin, Pee Wee and JR. Midget teams for their wins at SGVJAA, City Competition and Jamz Nationals and Holiday Showcase

4.d. Sheriff's Department Report for the Month of January 2025

4.e. Code Enforcement and Public Safety Department Report for the Month of January 2025

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 THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

Staff is requesting approval of Minutes for the January 28, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the January 28, 2025, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-012, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 29, 2025, THROUGH FEBRUARY 18, 2025

Authorizing payment of City expenditures for the period of January 29, 2025, through February 18, 2025, totaling \$956,794.76.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-012, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-013 TO EXTEND AND MODIFY AN EXISTING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES

Consideration and approval of a resolution to extend the existing contract with Kimley-Horn and Associates, Inc. to provide additional environmental services in association with an appeal of the Planning Commission's decision to adopt Resolution No. 22-09 for property located at 2222 Rosemead Blvd.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-013, approving the change order to the existing agreement for environmental contract services between the City and Kimley-Horn and Associates, Inc.; and
2. Authorize the City Manager or designer to execute the agreement.

Agenda Items 7.d. and 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-014 AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO MNS ENGINEERS, INC. TO ADMINISTER THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM AND THE FIRST-TIME HOMEBUYER PROGRAM

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to MNS Engineers, Inc. as the responsive, responsible bidder to administer and implement the CalHome Owner-Occupied Home Repair Program and the First Time Homebuyer Program.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 25-014, awarding a Professional Services Agreement to MNS Engineers, Inc. to administer and implement the CalHome programs, authorize the City Manager to execute the agreement, and approve the use of CalHome Reuse Funds to immediately fund program implementation while awaiting the new grant award.

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

7.e. APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

Staff seeks City Council approval to solicit proposals from qualified firms to provide comprehensive managed information technology services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for comprehensive managed information technology services and authorize staff to solicit proposals.

Agenda Item 7.f. next page.

CONSENT CALENDAR (CONTINUED)

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-015, APPROVING THE ALLOCATION OF PROPOSITION A FUNDS FOR THE PURCHASE AND INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT THE CITY'S TRANSPORTATION YARD AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENT

The City of South El Monte was awarded a grant through the Federal Transit Administration's ("FTA") Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities. The grant funded the replacement of two gas-powered aging transportation vehicles with two fully electric Ford E-Transit Vans. To support these new vehicles, staff is requesting an allocation of \$31,000 from Proposition A funds for the purchase and installation of two EV charging stations at the City's Transportation Yard.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-015 to allocate \$31,000 from the City's Proposition A Local Return funds to cover the purchase and installation of two EV charging stations;
2. Allocate \$31,000 from Proposition A funds for the installation of two EV charging stations; and
3. Authorize the City Manager or designee to negotiate and execute the agreement.

Agenda Items 7.g. and 7.h. next page.

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-016, AUTHORIZING THE SUBMITTAL OF A CITY SERVICE REQUEST TO THE LOS ANGELES COUNTY FOR THE WEST PUENTE VALLEY TEMPLE AVENUE STREET REHABILITATION PROJECT ON SANTA ANITA AVENUE FOR AN ESTIMATED COST SHARE OF \$40,147

The Los Angeles County Department of Public Works (LACDPW) will resurface 4.2 miles of major and secondary roads in the City of South El Monte (City), the City of Industry, and various roadways within the unincorporated community of West Puente Valley ("West Puente Valley Temple Avenue Street Rehabilitation Project" or "Project"). The Project involves the following work within the City limits: Cold milling of the existing asphalt pavement, construction of a 1.5-inch layer of asphalt rubber hot mix and restoration of striping. Due to the Project's scope and cost, County policy requires a City Service Request to be submitted to LACDPW. The estimated cost share for the City is \$40,147.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-016 authorizing the submittal of the City Service Request to the County of Los Angeles for the West Puente Valley Temple Avenue Street Rehabilitation Project, inclusive of the project cost share not-to-exceed \$40,147;
2. Program \$40,147 from the Proposition C Funds to cover the City's project cost share; and
3. Authorize the City Manager or their designee to submit and execute the City Service Request and take any and all related actions to effectuate the Project within the City limits.

7.h. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1280, AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 AND 2.48.130 OF CHAPTER 2.48 TO INCREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM FIVE TO SEVEN COMMISSIONERS AND AMENDING SECTIONS 2.50.020 AND 2.50.100 OF CHAPTER 2.50 REMOVING AGE RESTRICTIONS

Staff is seeking City Council to introduce first reading of Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

CONSENT CALENDAR (CONTINUED)

7.i. **CONSIDERATION AND APPROVAL OF RESOLUTIONS 25-017 THROUGH 25-020 CREATING NEW CLASSIFICATIONS AND UPDATING CERTAIN JOB DESCRIPTIONS**

Approval of the attached resolutions would create the new classifications of Administrative Coordinator; Transportation & Senior Services Coordinator, Public Safety Supervisor, and associated compensation ranges. The job title of Executive Assistant would be changed to City Clerk Executive Assistant.

RECOMMENDED ACTION: Staff recommends City Council adopt the attached Resolutions No. 25-017 through 25-020 adding and/or revising the positions of Administrative Coordinator, Transportation & Senior Services Coordinator, and Public Safety Supervisor. The job title of Executive Assistant would be changed to City Clerk Executive Assistant.

8. **PUBLIC HEARINGS**

8.a. **APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD**

RECOMMENDED ACTION: Pursuant to Government Code Section 54955.1 this hearing has been continued to March 4, 2025.

9. **GENERAL BUSINESS**

9.a. **APPOINTMENT OF COUNCIL ALTERNATE AND REPRESENTATIVE TO VACANCIES ON ORGANIZATIONS, AGENCIES AND SUB-COMMITTEES**

Staff seeks City Council approval of appointments of alternate to fill vacancies from former Councilmember Richard Angel to organizations, agencies and City Sub-Committees.

RECOMMENDED ACTION: Staff Recommends that the City Council discuss and make Appointments.

9.b. **CONSIDERATION AND APPROVAL OF THE 2025 BAND PERFORMANCES FOR THE NIGHT MARKETS, FIREWORK FESTIVAL AND FOURTH OF JULY CELEBRATION**

Staff is requesting approval of the 2025 Night Markets, Firework Festival, and the Fourth of July Celebration band performances.

RECOMMENDED ACTION: Staff recommend City Council consider and approve the 2025 Night Markets, Firework Festival, and Fourth of July Celebration band performances.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. CORRESPONDENCE FROM THE JETS ORGANIZATION REQUESTING FUNDS FOR THEIR VOLUNTEER BANQUET

The Jets Football and Cheer Organization is requesting funding for their 2024-2025 End of Season Banquet. The Contribution would be used to purchase thank you gifts and lunch for the 40 volunteers.

RECOMMENDED ACTION: Staff recommends the City Council receive and consider request.

11.b. CORRESPONDENCE FROM LOCAL SOUTH EL MONTE RESIDENT FABIOLA QUEZADA REQUESTING SPONSORSHIP FOR HER SON DAMIAN FERNANDEZ, WHO HAS BEEN SELECTED TO PARTICIPATE IN THE USA 2025 PAN AM GAMES IN MEXICO, AND THE 2025 INTERNATIONAL WORLD TAEKWONDO CADET TOURNAMENT IN DUBAI MAY 2025

RECOMMENDED ACTION:

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Rudy Bojorquez

1. Discussion/action to Terminate Contract with EM/SEM Chamber of Commerce.
2. Discussion/action to Direct staff to come back with options for Business Association services.

12.b. Mayor Gloria Olmos

1. Consider re-instating a city skateboard competition to be launched in May 2025.
2. Consideration of a Table Sponsorship to the Temple Station Sherriff's Outreach Foundation 1st Annual Awards Gala \$1,200.

Agenda Item 12.c. next page.

COUNCILMEMBERS' AGENDA (CONTINUED)

12.c. COUNCILMEMBER MANUEL ACOSTA

1. Consideration of recognizing and supporting South El Monte Youth Resident Damian Fernandez, local Dean L. Shively student who won a spot in the USA National Taekwondo Team and will be participating in the 2025 Pan Am Games in Mexico, and the 2025 International World Taekwondo Cadet Tournament in Dubai.
2. CERT (Community Emergency Response Team)/ SEM Disaster Council Team Clarification and call for participation.
3. Discussion/Direction Regarding Beat the Beat the Streets-Los Angeles funds Request.

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

Successor Agency Meeting next page.

SUCCESSOR AGENCY MEETING

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

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

16. CALL TO ORDER AND ROLL CALL

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR JANUARY 28, 2025

Staff is requesting approval of the Minutes of the January 28, 2025, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the January 28, 2025, Successor Agency Meeting.

Agenda Item 19.b. next page.

CONSENT CALENDAR (CONTINUED)

19.b. COUNCIL TO RECEIVE AND FILE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT'S APPROVED RECOGNIZED OBLIGATION PAYMENT (ROP) SCHEDULE FOR THE ANNUAL PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026 ("ROPS 25-26")

On January 13, 2025, the County Oversight Board approved the Successor Agency's ROPS 25-26 by adopting Resolution No. OB 25-1. Staff requests City Council receive and file ROPS 25-26.

RECOMMENDED ACTION: Staff recommends City Council receive and file ROPS 25-26.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, March 4, 2025, at 6:00 p.m.

CERTIFICATION

I, Adrian Garcia, MMC, 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 February 13, 2025, 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 Council Agenda Report

Agenda Item No. 4.a.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: Presentation of Certificate of Recognition to Damian Fernandez on his Selection to Participate in the USA National Taekwondo Team to Participate in the 2025 Pan Am Games in Queretaro, Mexico in April 2025 and the 2025 International World Taekwondo Cadet Tournament in Dubai in May of 2025

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: Presentation of Certificates and Scholarships to the winners of the 2024 Harvard Day Essay competition from Shively Middle School, Monte Vista Elementary School, Epiphany Elementary School, South El Monte High School, and Rio Hondo College sponsored by Athens Services and Transtech Engineering

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: Presentations of Certificates of Recognition to the EM/SEM Jets Cheer Organization for the Mascot, Gremlin, Pee Wee and JR. Midget teams for their wins at SGVJAA, City Competition and Jamz Nationals and Holiday Showcase

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Sheriff's Department Report for the Month of January 2025

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint - January 2025

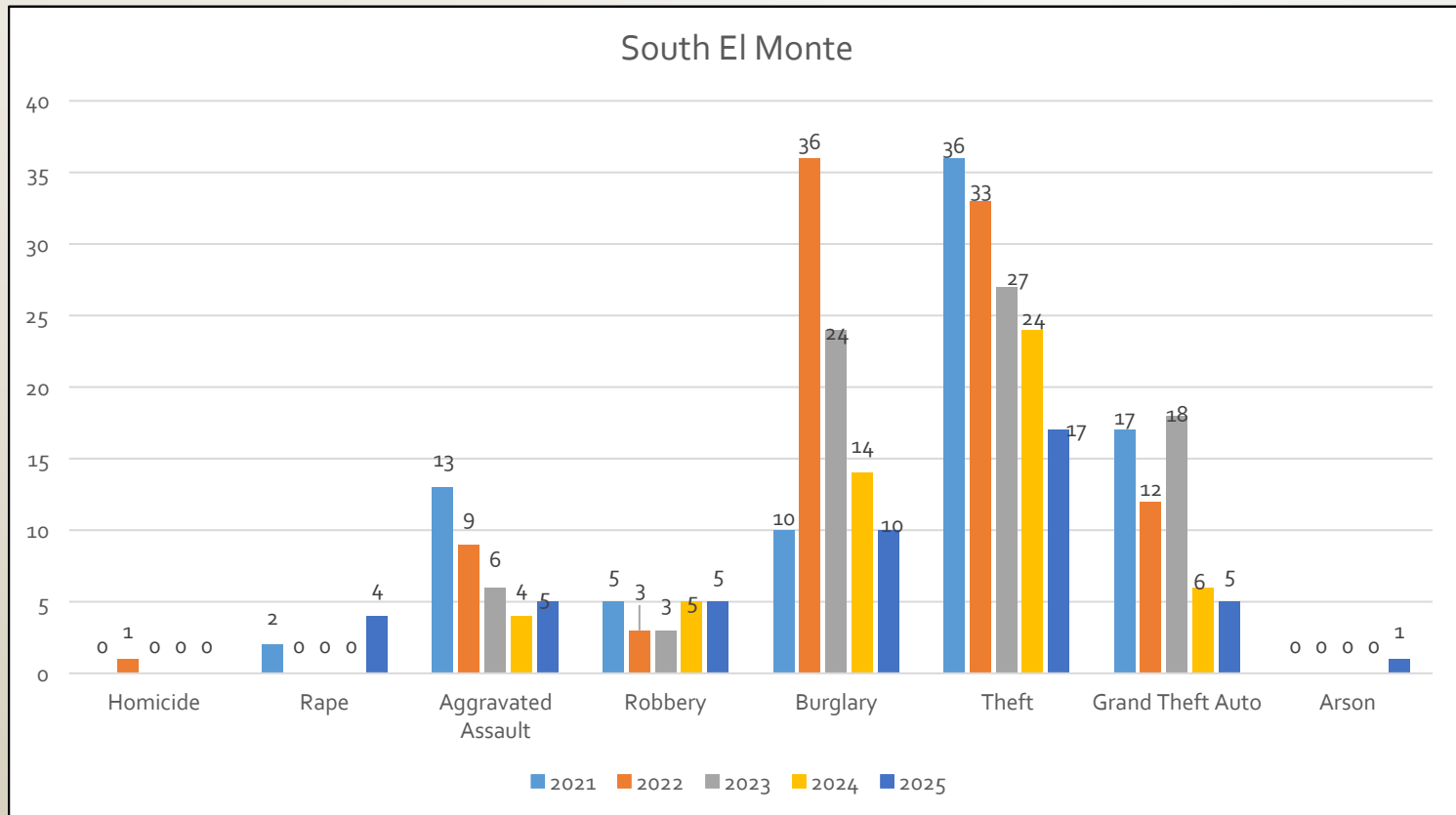
South El Monte January 2025

Crime Statistics



South El Monte

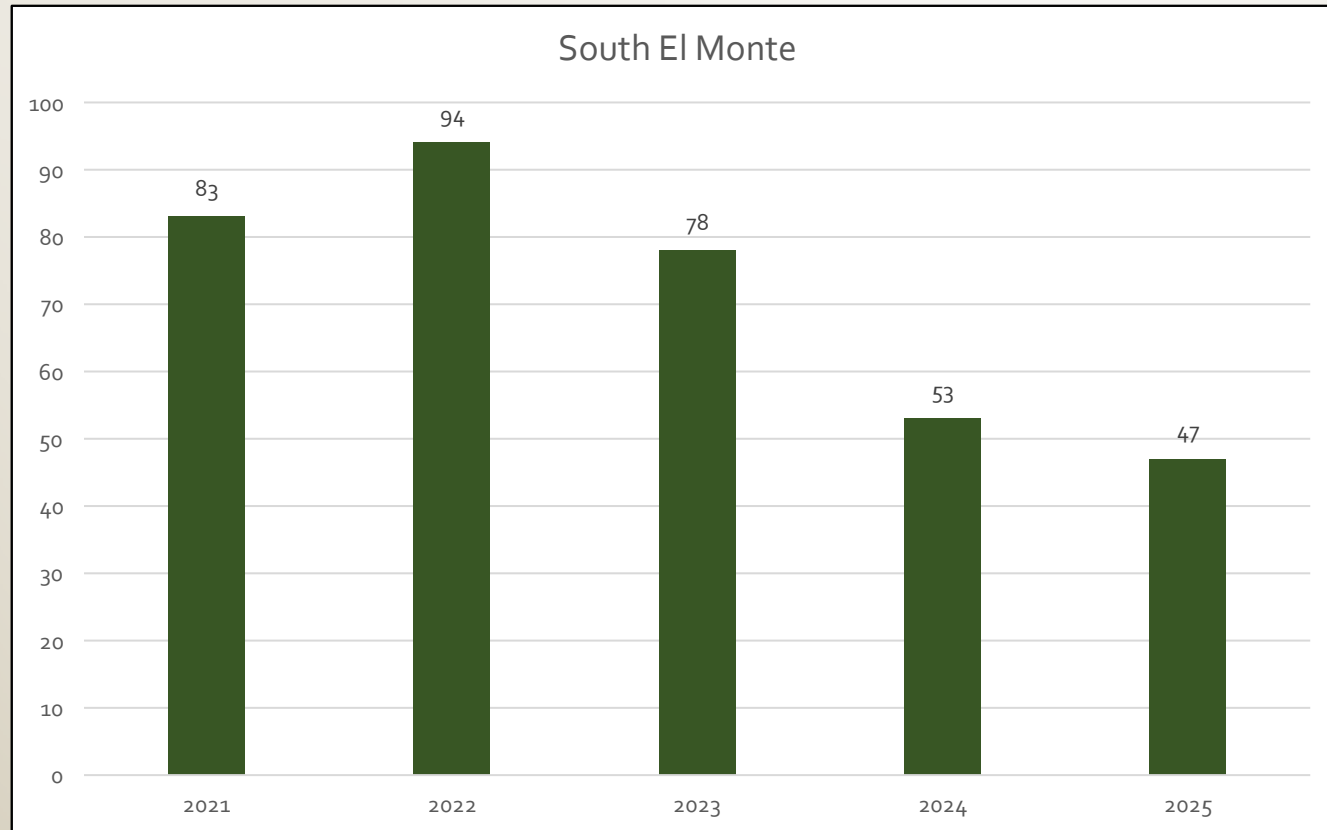
Part I Crime Statistics – January 2021-2025 YTD



South El Monte	1 yr % change	4 yr % change
Homicide	NC	NC
Rape	NC	100%
Aggravated Assault	25%	-62%
Robbery	0%	0%
Burglary	-29%	0%
Theft	-29%	-53%
Grand Theft Auto	-17%	-71%
Arson	NC	NC
Total	-11%	-43%

South El Monte

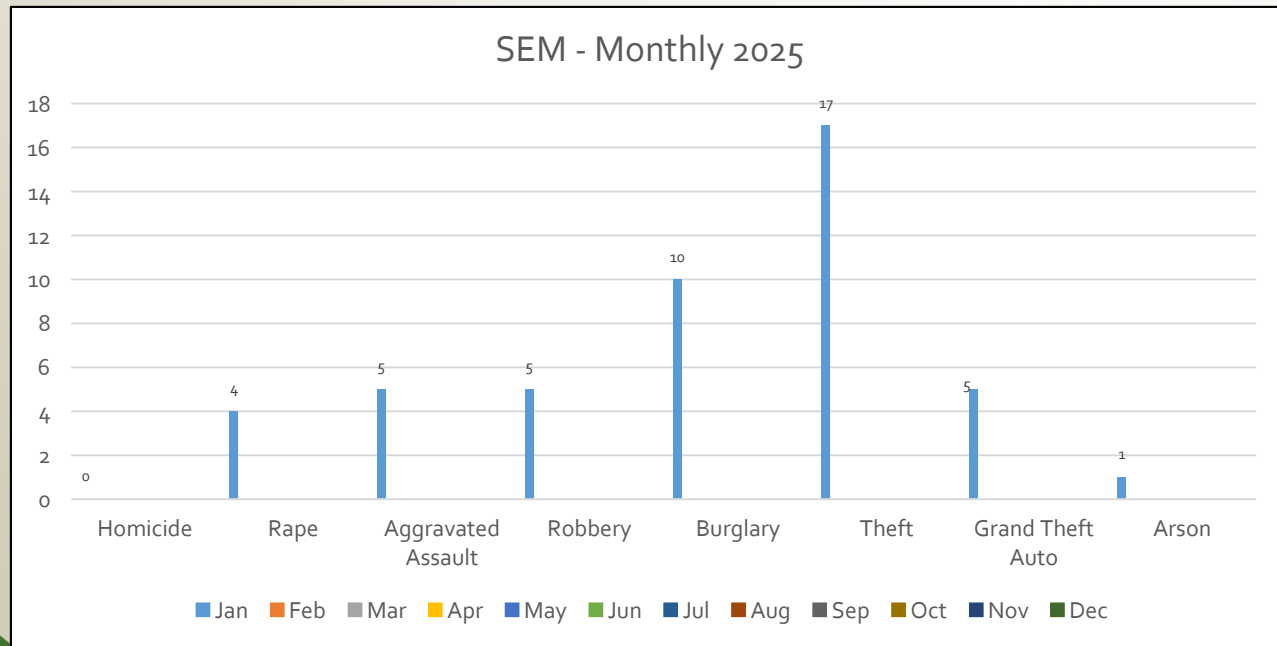
Part I Crime Statistics – January 2021-2025 YTD



South El Monte

Part I Crime Statistics – 2025 Monthly Breakdown & Arrests YTD

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0												0
Rape	4												4
Aggravated Assault	5												5
Robbery	5												5
Burglary	10												10
Theft	17												17
Grand Theft Auto	5												5
Arson	1												1
Total	47	0	0	0	0	0	0	0	0	0	0	0	47



Arrests	
2024	93
2025	57

South El Monte	YTD
Res Burg	0
Other Burg	10
Petty Theft	7
Grand Theft	7
Theft from Vehicle	3



City Council Agenda Report

Agenda Item No. 4.e.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Code Enforcement and Public Safety Department Report for the Month of January 2025

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. PowerPoint - January

City of South El Monte

Public Safety Report



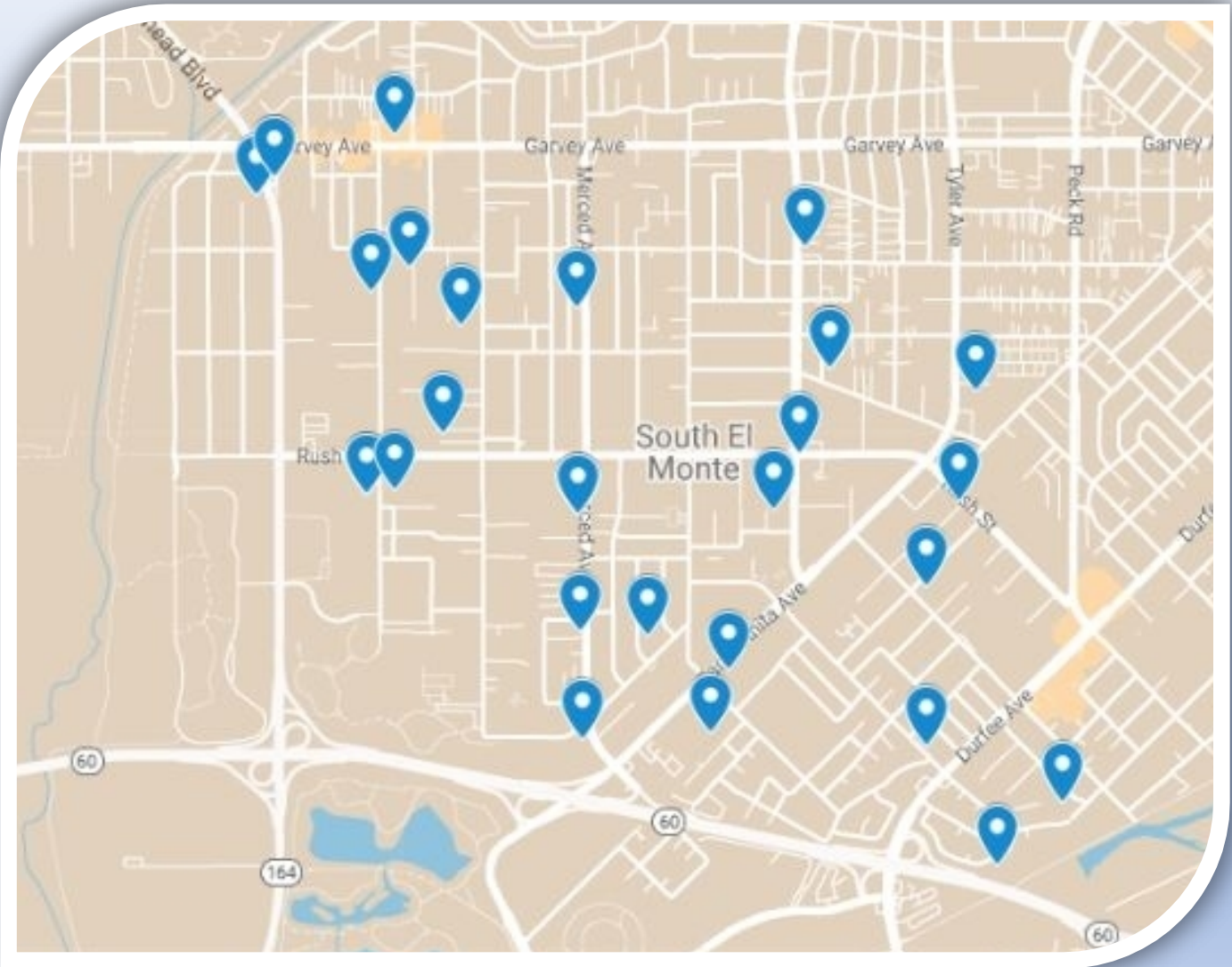
January 2025 Recap

Joe Martinez
Code Enforcement / Public Safety
Supervisor

Code Enforcement Cases

January - 87

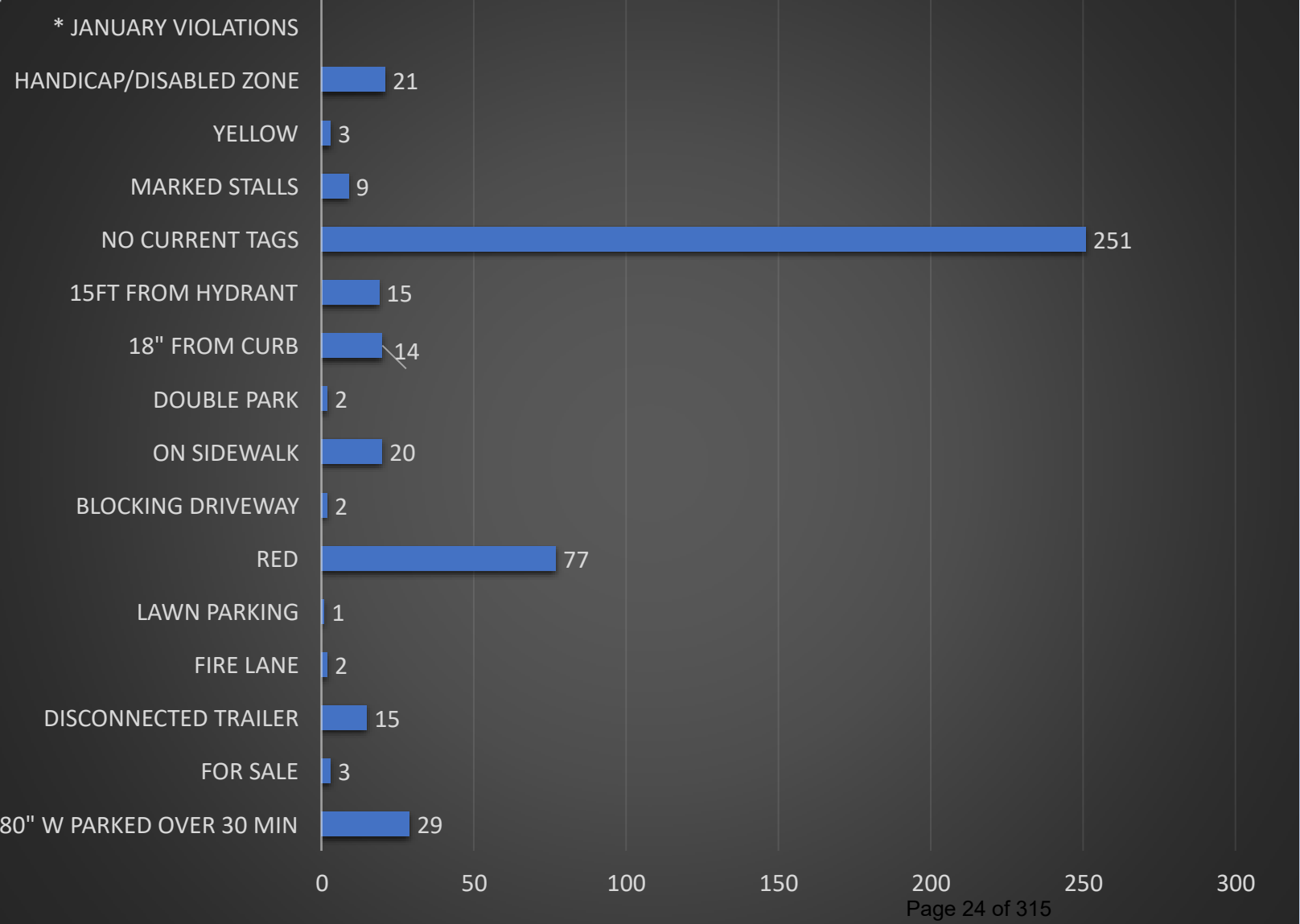
Building Code.....	9
Business.....	14
Graffiti (Private Property).....	11
Health & Safety.....	5
Homeless	22
Illegal Dumping/Bulk	4
Parking Citations.....	1
Property Maintenance.....	10
Street Vendors.....	1
Streets/Public Places.....	3
Vehicle/Traffic.....	3
Zoning.....	2



Parking Citations

January – 735

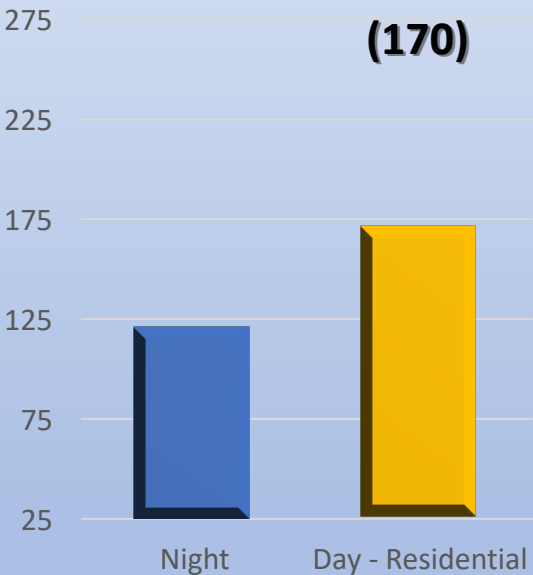
* Number of Citations issued differs from number of violations listed



STREET SWEEPING – 290

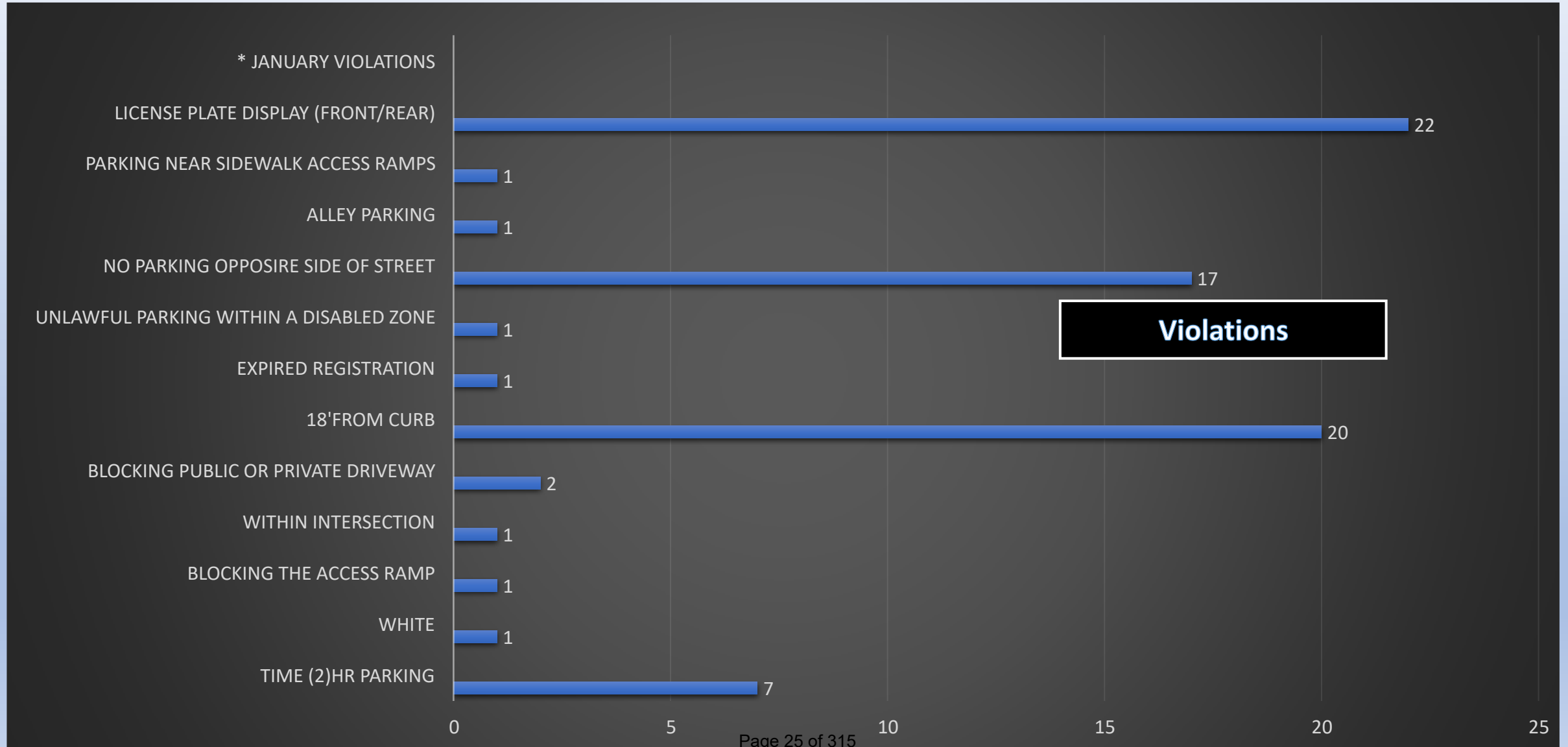
■ Night (120)

■ Day - Residential



Parking Citations

January Continued -





City Council Agenda Report

Agenda Item No. 7.a.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 28, 2025

SUMMARY: Staff is requesting approval of Minutes for the January 28, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the January 28, 2025, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 1-28-25

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, January 28, 2025 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

PRESENT: Councilmember(s): Acosta, Bojorquez, Rodriguez, and Mayor Olmos

ABSENT: Councilmember(s): Mayor Pro Tem Delgado

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, Interim City Attorney; Adrian Garcia, City Clerk; Masami Higa, Director of Finance; Guillermo Arreola, Director of Community Development; Iyob Tessema, Director of Human Resources and Risk Management; Andres Gonzalez, Senior Public Works Analyst; and Sabrina Muhne, Deputy City Clerk.

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

- 2. PLEDGE OF ALLEGIANCE** – Councilmember Rodriguez led the Pledge of Allegiance.
- 3. INVOCATION** – Pastor Don Antelo, Calvary Chapel of South El Monte, offered the invocation.
- 4. PRESENTATIONS**

Agenda Item 4.f. was requested to be presented first. There being no objection, Agenda Item 4.f. was moved before 4.a.

- 4.f.** Mayor and City Council presented Certificates of Recognition to South El Monte Community Outreach volunteers for their participation at Community Events.

At 6:10 p.m., Mayor Pro Tem Delgado arrived at the chambers.

- 4.a.** Mayor and City Council received the FY2024-25 Mid-Year Budget Review.
- 4.b.** Creighton Randall, CEO, Mobility Development Group, and Waldo Bracamontes, Shared Mobility Director, StratosFuel, presented the SGV Carshare Program.
- 4.c.** Mayor and City Council received the Sheriff's Department Report for the Months of October, November, and December 2024.

PRESENTATIONS (CONTINUED)

- 4.d. Mayor and City Council received the Code Enforcement and Public Safety Department Report for the Months of October, November, and December 2024.
- 4.e. Chris Knight, Chief Executive Officer, El Monte/South El Monte Chamber of Commerce presented the Quarter 3 and Quarter 4 Updates.

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

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

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

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Andrew Graff, attorney at Adams Broadwell Joseph & Cardozo, representing the appellant for Agenda Item 8.a., Coalition for Responsible Equitable Economic Development Los Angeles (CREED LA), spoke in support of continuing the item but requested an extended continuance date.
2. Eva Dubois, resident, expressed concerns on safety issues at the intersection of Broadmead Street and Burkett Road, requesting traffic control.
3. Yajaira Luna, resident, expressed concerns on traffic safety issues at the intersection of Burkett Road and Broadmead Street and requested a flashing stop sign or speed bumps.
4. Robert Yrigoyen, Sr., resident, spoke on the Mid-Year Budget Review presentation and expressed concerns on taxing residents, and spoke on trash service pickup issues.
5. Danny Olmos, resident, spoke on the council's decisions regarding payments to organizations.
6. Eduardo Saucedo, spoke on wheelchair issues at the New Temple Park restrooms, the City using Measure CM funds, the building fire, the Greater El Monte Community Hospital's trauma center needing updates, the renaming of Michael Hunt Drive, and converting the Kruse building into a boxing gym.

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

Agenda Item 12.b. was requested to be moved up in the meeting. There being no objection, Agenda Item 12.b. was moved to be heard at this time.

12.b. Councilmember Larry Rodriguez

1. Re-establish the City of South El Monte C.E.R.T. team and provide training for new members.

Councilmember Rodriguez summarized his item and introduced Mr. Robert Yrigoyen, Sr., resident, to provide a report.

Councilmember Rodriguez requested to direct staff to help create a Community Emergency Response Team (CERT) that meets regularly and to expand the team to educate residents of the City.

Mayor Olmos clarified that the City's CERT members meet quarterly, explained some of the team's processes and checklists, and that the current program has not been completed yet but plans are to expand the program to the public.

No action was taken on this item.

7. CONSENT CALENDAR

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

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

- 7.a. Approved the Minutes for the January 14, 2025, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 25-006, authorizing payment of City expenditures for the period of January 15, 2025, through January 28, 2025, totaling \$3,839,355.05.
- 7.c. Adopted Resolution No. 25-007 approving Final Map No. 83399 and Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust, and authorized City Clerk to record the Final Map, Master Affordable Housing Covenant and Density Bonus Agreement, and Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust, with the Los Angeles County Recorder's office.

CONSENT CALENDAR (CONTINUED)

- 7.d. Rejected the single bid received for the Systemic Safety Improvements at Signalized Intersections Project ("City Project No. 607"), and authorized the re-advertisement of the construction bid package for the Systemic Safety Improvements at Signalized Intersections Project.
- 7.e. Adopted Resolution No. 25-008 approving a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Government and the City of El Monte for the Corazon del Valle event, and authorized the City Manager or designee to negotiate and execute the agreement.

8. PUBLIC HEARINGS

- 8.a. **APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD**

Susie A. Altamirano, City Attorney, announced Public Hearing Item 8.a. was continued to the February 18, 2025, Regular City Council Meeting.

- 8.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-009, AUTHORIZING THE REPROGRAMMING AND PROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEARS (FY) 2024-25 and FISCAL YEARS (FY) 2025-26**

Mayor Olmos announced the item.

Mayor Olmos opened the public hearing.

Mayor Olmos opened public comment, there being none, closed public comment.

Rene Salas, City Manager, introduced Andres Gonzalez, who presented the staff report.

Motion by Councilmember Acosta, seconded by Councilmember Bojorquez to adopt Resolution No. 25-009, allowing the City to revise its CDBG Consolidated Action Plan for the use of CDBG funds for FY 2024-25 and FY 2025-26, and to allow the City Manager to adjust the CDBG Program budgets as necessary throughout FY 2024-25 and FY 2025-26, for the timely expenditure of CDBG funds according to the CDBG drawdown guideline. Motion passed 5-0, by the following vote:

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

9. GENERAL BUSINESS

9.a. PRESENTATION OF DESIGN OPTIONS FOR CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES PROJECT

Mayor Olmos introduced the item, and Rene Salas, City Manager, provided a presentation.

Aryo Rad, P.E., Principal, CR Associates, Inc., and Okan Demirci, P.E., Principal, Transtech Engineers, Inc., provided the technical portion of the presentation and answered Mayor and City Council's questions.

Staff was directed to research other design options and come back with recommendations at a meeting in March.

No action was taken on this item.

At 8:39 p.m., Councilmember Bojorquez left the chambers.

At 8:41 p.m., Mayor Olmos recessed the City Council Meeting for a break.

At 8:50 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

9.b. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONERS

Mayor Olmos introduced the item.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to follow the process that each councilmember have a nomination per commission and then all councilmembers vote on that particular candidate to be appointed. Motion passed 4-1, by the following vote:

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

Mayor Olmos clarified that she would read the entire list of those seeking appointment or re-appointment before she made her nomination.

Motion by Councilmember Bojorquez, seconded by Mayor Pro Tem Delgado, to remove age criteria from the Advancement of Women and Girls Commission and the Community Services Commission, and for staff to bring back an ordinance at the next meeting to formalize those changes. Motion passed 4-1, by the following vote:

GENERAL BUSINESS (CONTINUED)

Item 9.b.

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

Motion by Councilmember Bojorquez, seconded by Councilmember Rodriguez, to move the Community Services Commission back to a seven-person commission, and for staff to bring back an ordinance at the next meeting to formalize those changes. Motion passed 3-1-1, by the following vote:

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

Mayor Olmos read the applicants' names seeking appointment to the Advancement of Women and Girls Commission.

Mayor Olmos **nominated** Linda Miramontes for re-appointment. Vote failed 2-3:

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

Councilmember Rodriguez **nominated** Sara Gaeta-Anguiano for appointment. Vote passed 4-1:

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

Mayor Pro Tem Delgado **nominated** Elizabeth Gutierrez for appointment. Vote passed 4-1:

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

Councilmember Bojorquez **nominated** Alice Strong for re-appointment. Vote passed 5-0:

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

GENERAL BUSINESS (CONTINUED)

Item 9.b.

Councilmember Acosta **nominated** Christina Fonseca for re-appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

Mayor Olmos **nominated** Darlene Soto for appointment. Vote failed 2-3:

AYES: Councilmember(s): Acosta, and Mayor Olmos

NAYS: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

Councilmember Rodriguez **nominated** Evelyn Briones for appointment. Vote passed 4-1:

AYES: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): Mayor Olmos

Mayor Olmos read the names of those appointed and re-appointed to the Advancement of Women and Girls Commission: **Christina Fonseca** (re-appointed), **Alice Strong** (re-appointed), **Evelyn Briones**, **Elizabeth Gutierrez**, and **Sara Gaeta-Anguiano**.

9.c. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

Mayor Olmos introduced the item.

Mayor Olmos read the applicants' names seeking appointment to the Community Services Commission.

Mayor Olmos **nominated** Israel Alacio for re-appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

Councilmember Rodriguez **nominated** Gerardo Diaz for re-appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

GENERAL BUSINESS (CONTINUED)

Item 9.c.

Mayor Pro Tem Delgado **nominated** Robert Becerra for appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

Councilmember Bojorquez **nominated** Cindy Nguyen for appointment. Vote passed 4-1:

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

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): Mayor Olmos

Councilmember Acosta **nominated** Salvador Ramirez for appointment. Vote failed 2-3:

AYES: Councilmember(s): Acosta, and Mayor Olmos

NAYS: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

Mayor Olmos **nominated** Ingrid Aguilar for re-appointment. Vote failed 2-3:

AYES: Councilmember(s): Acosta, and Mayor Olmos

NAYS: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

Councilmember Rodriguez **nominated** Denise Silva for appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

Mayor Pro Tem Delgado **nominated** George Anguiano for appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

Councilmember Bojorquez **nominated** Hortencia Vasquez for re-appointment. Vote passed 5-0:

GENERAL BUSINESS (CONTINUED)

Item 9.c.

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

Mayor Olmos read the names of those appointed and re-appointed to the Community Services Commission: **Israel Alacio** (re-appointed), **Gerardo Diaz** (re-appointed), **Denise Silva**, **George Anguiano**, **Robert Becerra**, **Cindy Nguyen**, and **Hortencia Vasquez** (re-appointed).

9.d. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PATRIOTIC COMMISSIONERS

Mayor Olmos introduced the item.

Mayor Olmos read the applicants' names seeking appointment to the Patriotic Commission.

Mayor Olmos **nominated** Naomi Lopez for re-appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Blanca Figueroa for re-appointment. Vote passed 5-0:

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

Mayor Pro Tem Delgado **nominated** Nydia Romero for appointment. Vote passed 5-0:

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

Councilmember Bojorquez **nominated** Alejandro Miramontes De Anda for re-appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Rosemary Tavera for re-appointment. Vote failed 2-3, by the following vote:

GENERAL BUSINESS (CONTINUED)

Item 9.d.

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

Mayor Olmos **nominated** Victor Montiel for appointment. Vote passed 5-0:

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

Mayor Olmos read the names of those appointed to the Patriotic Commission: **Blanca Figueroa** (re-appointed), **Naomi Lopez** (re-appointed), **Alejandro Miramontes De Anda** (re-appointed), **Victor Montiel**, and **Nydia Romero**.

9.e. CONTINUED FROM THE JANUARY 14, 2025, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PLANNING COMMISSIONERS

Mayor Olmos introduced the item.

Mayor Olmos read the applicants' names seeking appointment to the Planning Commission.

Mayor Olmos **nominated** Leonel Barrera for re-appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Jeff Ortiz for re-appointment. Vote passed 5-0:

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

Mayor Pro Tem Delgado **nominated** Gracie Retamoza for appointment. Vote passed 3-2:

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

Councilmember Bojorquez **nominated** Jacqueline Rubio for appointment. Vote passed 3-2:

GENERAL BUSINESS (CONTINUED)

Item 9.e.

AYES: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

NAYS: Councilmember(s): Acosta, and Mayor Olmos

Councilmember Acosta **nominated** Kenneth Tang for re-appointment. Vote passed 5-0:

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

NAYS: Councilmember(s): None

Mayor Olmos read the names of those appointed to the Planning Commission: **Leonel Barrera** (re-appointed), **Jeff Ortiz** (re-appointed), **Gracie Retamoza**, **Jacqueline Rubio**, and **Kenneth Tang** (re-appointed).

9.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-010 AMENDING RESOLUTION NO. 17-69 AND THE RULES OF ORDER TO CHANGE THE DATES OF THE REGULAR CITY COUNCIL MEETINGS, COMMUNITY SERVICES COMMISSION MEETINGS, AND PLANNING COMMISSION MEETINGS

Mayor Olmos introduced the item.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to adopt Resolution No. 25-010; Amending Resolution No. 17-69 and the Rules of Order to Change the Dates of the Regular City Council Meetings, Community Services Commission Meetings, and Planning Commission Meetings

Call for the question by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez. The main motion passed 3-2, by the following vote:

AYES: Councilmember(s): Bojorquez, Rodriguez, and Mayor Pro Tem Delgado

NAYS: Councilmember(s): Acosta, and Mayor Olmos

ABSTAIN: Councilmember(s): None

9.g. CONSIDERATION AND APPROVAL OF RESOLUTION 25-011, APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH RENE SALAS FOR CITY MANAGER

Mayor Olmos introduced the item.

Susie A. Altamirano, City Attorney, read terms of the employment agreement.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to adopt Resolution 25-011, approving the First Amendment to the Employment

GENERAL BUSINESS (CONTINUED)

Item 9.g.

Agreement with Rene Salas as City Manager and to authorize the Mayor to execute the employment agreement. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

9.h. CONSIDERATION AND APPROVAL OF RESOLUTION 25-012, ADOPTING AND APPROVING THE UPGRADED PAY SCHEDULE & BENEFITS OF THE PUBLIC WORKS DIRECTOR POSITION

Mayor Olmos introduced the item.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Delgado, to adopt Resolution No. 25-012, approving a revised monthly salary schedule for the Public Works Director position. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he had nothing to report.

Councilmember Bojorquez announced he had nothing to report.

Mayor Pro Tem Delgado announced he had nothing to report.

Councilmember Rodriguez announced he had nothing to report.

Mayor Olmos announced she attended the following: the South El Monte/El Monte Chamber of Commerce Meeting, the Southeast Area Animal Control Authority Board of Commissioners Meeting, the San Gabriel Valley Economic Partnership City Manager's Appreciation Mixer, the Senior's New Year's Party, and the Senior's Lunar New Year Event.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Rudy Bojorquez

1. Request for a Senior Center fee waiver on March 8, 2025, for a memorial service for Ralph Ortiz.

COUNCILMEMBER'S AGENDA (CONTINUED)

Item 12.a.

Councilmember Bojorquez summarized his item.

Motion by Councilmember Bojorquez, seconded by Councilmember Rodriguez, to approve a full fee waiver for Ralph Ortiz' family to use the Senior Center for a memorial service, with the exception of covering security and that the capacity does not exceed 120 persons.

12.b. Councilmember Larry Rodriguez

1. Re-establish the City of South El Monte C.E.R.T team and provide training for new members

This item was heard before Approval of the Agenda.

12.c. Councilmember Manuel Acosta

1. At the January 14, 2025, City Council Meeting, Mayor Pro Tem Hector Delgado requested \$15,000 for his wrestling program, Beat the Streets, and was approved. This request should be contingent on Mr. Delgado should providing a letter to the city of South El Monte, formally requesting the \$15,000. The letter should be on the organization's letterhead, and include the charitable tax ID, and describe how the money will be spent.

Councilmember Acosta summarized his item.

Mayor Pro Tem Delgado asked about a letter that was previously provided for the report, and Rene Salas, City Manager, stated the letter did not make it into the prior packet and is now available at the dais.

2. At the January 14, 2025, City Council Meeting, a request of \$35,000 to the El Monte/South El Monte Emergency Resources Association headquartered in El Monte, California, and was approved. Staff should be directed to conduct research and provide details of the organization's finances and disclosures.

Councilmember Acosta summarized his item and requested to direct staff to conduct research into the organization's finances and disclosures.

3. Provide a placement of financial conditions on the \$35,000 given to the El Monte/South El Monte Emergency Resources Association. The money should only be used for South El Monte residents seeking emergency relief and financial assistance.

Councilmember Acosta summarized his item.

COUNCILMEMBER'S AGENDA (CONTINUED)

Item 12.c.

Mayor Pro Tem Delgado clarified that monthly financial reports are generated to provide statistics that 100% of proceeds go to South El Monte residents and concurred with Councilmember Acosta's request.

Staff was directed to request that the El Monte/South El Monte Emergency Resources Association submit in writing that the organization agrees the money the City donated would only go towards South El Monte residents.

The council was in consensus and concurred with no objections.

Motion by Councilmember Acosta, seconded by Councilmember Rodriguez, to approve all three items. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

12.d. Mayor Gloria Olmos

1. Consideration of sponsoring the Lincoln Training Center for their 39th Annual Affair of the Heart Event scheduled for March 22, 2025.

Mayor Olmos summarized her item.

Motion by Councilmember Rodriguez, seconded by Councilmember Bojorquez, to donate \$1,000 to the Lincoln Training Center for their 39th Annual Affair of the Heart Event scheduled for March 22, 2025. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): None

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 9:41 p.m. for Successor Agency Agenda Items 15 through 21.

Mayor Olmos adjourned the Successor Agency meeting at 9:41 p.m.

Mayor Olmos reconvened the City Council Meeting at 9:43 p.m.

22. ADJOURNMENT

There being no further business coming before this body, at 9:43 p.m. Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, February 18, 2025, at 6:00 p.m.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

Adrian Garcia, MMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: February 18, 2025

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. 25-012, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 29, 2025, THROUGH FEBRUARY 18, 2025

SUMMARY: Authorizing payment of City expenditures for the period of January 29, 2025, through February 18, 2025, totaling \$956,794.76.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-012, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 25-012 - 2.18.25
- B. 2.18.25 Expense Approval Report

ATTACHMENT A

RESOLUTION NO. 25-012

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JANUARY 29, 2024, THROUGH FEBRUARY 18,
2025, TOTALING \$956,794.76

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 24/25	Electronic Warrants	1/29/25-2/18/25	DFT0002517-2608	\$463,371.07
FY 24/25	Regular Warrants	1/29/25-2/18/25	15837-15920	\$314,238.75
Payroll	Check	PPE 2/1/25	2008-2014	\$5,915.83
Payroll	Direct Deposit	PPE 2/1/25	9110-9228	\$173,269.11

TOTAL EXPENDITURES RESOLUTION NO. 25-012, \$956,794.76

PASSED, APPROVED, AND ADOPTED this 18th day of February 2025.

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. 25-012, 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 18th day of February 2025, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC, City Clerk



South El Monte, CA

ATTACHMENT B

Warrant Register Council Meeting 02/18/25

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1040.5922	BEAT THE STREETS LOS ANGELES	15837	01/23/2025	SPONSORSHIP DONATION	15,000.00
01.0151.1541.5215	DUANE TAKAYAMA	15838	01/23/2025	1/25/25 BBALL OFFICIAL SVCS	175.00
01.0100.1040.5922	EL MONTE/SEM EMERGENCY RESOURCES ASSOC	15839	01/23/2025	SPONSORSHIP DONATION	35,000.00
01.0151.1541.5215	ROBERT MORENO	15840	01/23/2025	1/25/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	ROMAN GALLARDO JR.	15841	01/23/2025	1/25/25 BBALL OFFICIAL SVCS	140.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15842	01/27/2025	A.R GARNISHMENT PPE 1/18/25	8.15
01.0000.0000.2240	VONS CREDIT UNION	15843	01/27/2025	JAN'25	112.50
01.0100.1040.5922	DIANNA GOMEZ	15844	01/30/2025	CITY COUNCIL JACKETS EMBROIDERY REIMB	162.00
01.0151.1541.5215	JOHN BRYANT	15845	01/30/2025	2/1/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	JOSEPH R GIRON	15846	01/30/2025	2/1/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	JOSHUA MORENO	15847	01/30/2025	2/1/25 BBALL OFFICIAL SVCS	140.00
01.0000.0000.2225	STANDARD INSURANCE	15848	01/30/2025	FEB'25 LIFE AD&D	6,977.98
01.0000.0000.2224	STANDARD INSURANCE	15849	01/30/2025	FEB'25 LIFE AD&D & SUPPLEMENTAL	436.66
01.0130.1330.5715	T-MOBILE USA INC	15850	01/30/2025	12/21/24-1/20/25 CITY CELL PHONES	5,562.89
01.0130.1330.5715	T-MOBILE USA INC	15850	01/30/2025	CREDIT ADJUSTMENTS	(757.75)
01.0000.0000.4554	ALEXANDRA MONTANO	15851	02/03/2025	1/26/25 MVD CR DAMAGE DEP RFND	50.00
01.0170.1100.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	CHRISTMAS PHOTOGRAPHY BACKDROPS	11.01
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	COVID TEST KITS	1,065.00
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	OFFICE SUPPLIES	45.18
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	MARCH CRAFT SUPPLIES	196.32
01.0100.1020.5405	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	CHALL SUPPLIES	19.79
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	DEPT SUPPLIES	473.29
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	DINING RM CHANDELIER & LIGHT BULBS/ SCTR	301.60
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	DEPT. SUPPLIES	49.71
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	15852	02/03/2025	INK CARTRIDGE	54.45
01.0150.1530.5952	BALTAZAR ESTRADA	15853	02/03/2025	ENTERTAINMENT/ VALENTINE DAY LUNCHEON	500.00
01.0100.1050.5940	BAUDVILLE, INC	15854	02/03/2025	YEARS OF SERVICE AWARDS	849.46
01.0151.1541.5215	BENJAMIN G. VAROS	15855	02/03/2025	1/14/25 BBALL OFFICIAL SVCS	70.00
01.0150.1530.5406	BROTHERS AWARDS & TROPHIES	15856	02/03/2025	PLAQUES/ NAME PLATES	73.70
01.0000.0000.4554	CONCEPCION SANTOS	15857	02/03/2025	1/18/25 MVD CR DMG DEP RFND	50.00
01.0100.1010.5406	EL MONTE PRINTING	15858	02/03/2025	DEC'24 BUSINESS CARDS/ CITY COUCIL	99.23
01.0170.7020.5406	EL MONTE PRINTING	15858	02/03/2025	WARNING NOTICE/ CODE ENFORCEMENT DEPT	292.16
01.0140.1410.5204	EMILY LARES	15859	02/03/2025	JAN'25 PC MEETING	150.00
01.0160.1670.5520	EWING IRRIGATION	15860	02/03/2025	IRR SUPPLIES	206.00
01.0170.1710.5520	EWING IRRIGATION	15860	02/03/2025	CHALL PLANTS	205.61
01.0170.1520.6020	GARVEY EQUIPMENT COMPANY	15861	02/03/2025	EMERGENCY GENERATOR/ SR SVCS DIVISION	2,865.40
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	15862	02/03/2025	1/13-1/23/25 MUNI TEMP SVCS/ ADMIN ASSISTANT	3,010.00
01.0170.1770.5525	GRANT'S TRUE VALUE HARDWARE	15863	02/03/2025	#39 RUNNING BOARD SUPPLIES	3.92
01.0160.1640.5425	HASA INC.	15864	02/03/2025	CHLORINE LINE REPAIR	470.00

01.0130.1310.5903	HDL COREN & CONE	15865	02/03/2025	JAN-MAR'25 PROPERTY TAX	2,175.00
01.0100.1060.5805	JAIRO VALLE	15866	02/03/2025	EMPLOYEE PERSONAL CAR VANDALISM REIMB	250.00
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	15867	02/03/2025	JAN'25 PC MEETING	150.00
01.0151.1541.5215	JOHN BRYANT	15868	02/03/2025	1/14/25 BBALL OFFICIAL SVCS	70.00
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15869	02/03/2025	OCT'24 - IW PRGM SVCS	6,618.74
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15869	02/03/2025	NOV'24 - NPDES SVCS	6,397.00
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15869	02/03/2025	OCT'24 - NPDES SVCS	1,851.02
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15869	02/03/2025	NOV'24 - NPDES SVCS	1,972.50
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	15869	02/03/2025	OCT'24 - LAND DEVELOPMENT SVCS	1,133.00
01.0160.1610.5406	JORGE A PULIDO ARRIERO	15870	02/03/2025	1/22/25 DRINKING WATER/ CCTR	16.98
01.0170.1720.5406	JORGE A PULIDO ARRIERO	15870	02/03/2025	1/22/25 DRINKING WATER YARD	57.37
01.0151.1541.5215	JOSEPH B. CAIN	15871	02/03/2025	1/16/25 BBALL OFFICIAL SVCS	210.00
01.0151.1541.5215	JOSEPH R GIRON	15872	02/03/2025	1/25/25 BBALL OFFICIAL SVCS	105.00
01.0000.0000.4514	KARENA PARADA	15873	02/03/2025	T-BALL LEAGUE RFND	180.00
01.0000.0000.2510	KEYSER MARSTON ASSOCIATES, INC	15874	02/03/2025	DEC'24 - PROF SVCS/ 2540 ROSEMEAD BLVD	1,677.50
01.0140.1410.5204	LEONEL A. BARRERA JR	15875	02/03/2025	JAN'25 PC MEETING	150.00
01.0000.0000.4554	MARIA ELENA DIAZ	15876	02/03/2025	2/1/25 MVD GAZEBO CANCELLATION RFND	150.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15877	02/03/2025	SCTR HOOD CLEANING	495.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15877	02/03/2025	SCTR RANGE REPAIRS	358.92
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15877	02/03/2025	HOOD & DUCT CLEANING	425.00
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	15877	02/03/2025	NTP RANGE REPAIR	346.99
01.0130.1330.5950	MRC SMART TECHNOLOGY SOLUTIONS	15878	02/03/2025	10/30/24-1/29/25 COPY OVERAGE	2,352.68
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 CITY COUNCIL LEGAL SERVICES	2,745.19
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 C.M LEGAL SVCS REIMBURSE	53.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 CITY CLERK LEGAL SVCS	53.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 PUBLIC WORKS LEGAL SVCS	338.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 COMMUNITY DEVELOPMENT LEGAL SVCS	2,134.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 PLANNING LEGAL SERVICES	8,023.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	15879	02/03/2025	DEC'24 SPL MATTER - BKK LANDFILL LEGAL SVCS	382.50
01.0170.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	15880	02/03/2025	DEC'24 - ADMIN CITE SVCS	150.00
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	15880	02/03/2025	DEC'24 - PARKING CITE SVCS	3,097.27
01.0170.1020.5956	RAUL RODRIGUEZ	15881	02/03/2025	2025 BOOT ALLOWANCE	200.00
01.0000.0000.4554	RAY SAUCEDO	15882	02/03/2025	1/25/25 MVD CR DAMAGE DEP RNFD	50.00
01.0151.1541.5215	ROMAN GALLARDO JR.	15883	02/03/2025	1/16/25 BBALL OFFICIAL SVCS	210.00
01.0100.1010.5914	SGV ECONOMIC PARTNERSHIP	15884	02/03/2025	MAR'25-FEB'26 ANNUAL MEMBERSHIP	6,000.00
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15885	02/03/2025	STREET GRAFFITI SUPPLIES	44.60
01.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	15885	02/03/2025	SAND FIRE STATION RAINS	90.01
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	15886	02/03/2025	DEC'24 - CITATION REVENUE	7,584.50
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CI NUTR PRGM	65.29
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CII NUTR PRGM	7.25
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CI NUTR PRGM	21.58
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CII NUTR PRGM	2.39
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CI NUTR PRGM	65.29
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CII NUTR PRGM	7.25
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CI NUTR PRGM	106.20
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15887	02/03/2025	FOOD ITEMS/ CII NUTR PRGM	11.80
40.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 ENG SVCS/HSIP#607	4,745.00
40.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	OCT-NOV'24 ADM-LABOR COMPL/HSIP#295	454.38

01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 SCTR FLR'G/ENG SVCS	620.00
40.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 LABOR COMP/ADM#296	2,190.75
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 CNRA/POOLS ENG #252	3,843.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 SB1/CW ST REHAB #640	37,631.88
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 PJT MGMT/BID REVIEW#110	3,306.25
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 TRF ENG/11214 RUSH	225.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 MTHLY ENG SVCS	17,420.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 PLAN CK/ /1606 DURFEE	1,472.10
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 TRF COUNTS PRE TO AFTER/ATP5	75.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 TRF SEMHS/CIRCULATION	7,350.00
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	15888	02/03/2025	NOV'24 TRF ENG/10910 RUSH	695.00
01.0140.1440.5215	TYLER TECHNOLOGIES, INC	15889	02/03/2025	DEC'24 - BLDG CONFIGURATON TRNG	652.50
01.0130.1330.5406	TYRONE PERERA	15890	02/03/2025	5G OUTDOOR ROUTER INSTALL	3,974.88
01.0160.1640.5425	WATER CHEMISTS,DIV. OF CCI CHEMICAL	15891	02/03/2025	JAN'25 H2O TREATMENT	200.00
01.0151.1544.5210	PYRO SPECTACULARS	15892	02/03/2025	JULY'25 FIREWORK DISPLAY/ DEPOSIT	14,975.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	15893	02/04/2025	JAN'25 ADMIN	1,650.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	15893	02/04/2025	JAN'25 MISC	520.00
01.0151.1541.5215	JOSEPH R GIRON	15894	02/06/2025	2/8/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	REYNALDO DE LA TORRE	15895	02/06/2025	2/8/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	ROBERT MORENO	15896	02/06/2025	2/8/25 BBALL OFFICIAL SVCS	140.00
01.0151.1541.5215	ROMAN GALLARDO JR.	15897	02/06/2025	2/8/25 BBALL OFFICIAL SVCS	140.00
01.0150.1520.5430	JESSAICA SHIELDS	15898	02/10/2025	JAN'25 LINE DANCING CLASSES	70.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	15899	02/10/2025	A.R GARNISHMENT PPE 2/1/25	8.15
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	15900	02/12/2025	OFFICE SUPPLIES	29.20
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	15900	02/12/2025	GARLAND FOR KEY CARDS/ SUPPLIES	115.68
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	15900	02/12/2025	VDAY PENS GIVEAWAY/ LUNCHEON	89.94
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	15900	02/12/2025	MICROSOFT KEYBOARD	120.05
01.0140.1430.5215	BLACK KNIGHT DATA & ANALYTICS, LLC	15901	02/12/2025	1/8-2/7/25 - MONTHLY SUBSCRIPTION	150.00
01.0120.1210.5406	D.R. MYERS DISTRIBUTING CO. INC	15902	02/12/2025	PASSPORT SUPPLIES	37.18
01.0130.1330.5931	DOCUSIGN, INC	15903	02/12/2025	E-SIGNATURE LICENSES SUBSCRIPTION	3,312.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15904	02/12/2025	MILK/ CI NUTR PRGM	370.14
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15904	02/12/2025	MILK/ CII NUTR PRGM	41.12
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	15904	02/12/2025	MILK/ CI NUTR PRGM	359.86
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	15904	02/12/2025	MILK/ CII NUTR PRGM	39.98
01.0150.1510.5204	HORTENCIA VASQUEZ	15905	02/12/2025	JAN'25 COMM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	15906	02/12/2025	1/13-1/17/25 MEALS/ CI NUTR PRGM	5,462.50
06.0300.3020.5215	HUNTINGTON CULINARY	15906	02/12/2025	1/13-1/17/25 MEALS/ CII NUTR PRGM	605.00
06.0300.3010.5215	HUNTINGTON CULINARY	15906	02/12/2025	1/20-1/24/25 MEALS/ CI NUTR PRGM	5,347.50
06.0300.3020.5215	HUNTINGTON CULINARY	15906	02/12/2025	1/20-1/24/25 MEALS/ CII NUTR PRGM	459.80
01.0150.1510.5204	ISRAEL ALACIO	15907	02/12/2025	JAN'25 COMM SVCS COMMISSION MTG	100.00
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	15908	02/12/2025	REATAINAGE 10%	(732.20)
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	15908	02/12/2025	SEPT'24 - CEQA REVIEW DEPOSIT/ 2222 RSMD BLVD	7,322.00
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	15908	02/12/2025	NOV'24 CEQA REVIEW DEPOSIT/ 2222 RSMD BLVD	9,576.13
01.0000.0000.2430	KIMLEY-HORN AND ASSOCIATES, INC.	15908	02/12/2025	RETAINAGE 10%	(957.61)
01.0000.0000.4554	LESLIE ARGUMEDO	15909	02/12/2025	2/1/25 MVD CR RESERVATION DMG DEP	50.00
01.0130.1330.5215	MODERN IT, INC	15910	02/12/2025	FEB'25 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	15910	02/12/2025	FEB'25 OFFICE 365	5,764.65
01.0130.1310.5906	MOSS, LEVY & HARTZHEIM, LLP	15911	02/12/2025	COMPLETION & PREP/ SCO CITY & STRTS REPORT	2,600.00

01.0130.1310.5906	MOSS, LEVY & HARTZHEIM, LLP	15911	02/12/2025	INTERIM AUDIT YEAR END 6/30/24	7,500.00
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	15912	02/12/2025	JAN'25 FOLKORICO DANCE LESSONS	280.00
44.0800.8010.5406	OFFICE DEPOT	15913	02/12/2025	WRITING PADS & ENVELOPES/ TRANSPORTATION	59.06
01.0100.1020.5405	QUENCH USA, INC.	15914	02/12/2025	FEB'25 WATER FILTER/ CHALL	133.84
01.0160.1620.5520	QUENCH USA, INC.	15914	02/12/2025	FEB'25 WATER FILTER/ SCTR	57.95
01.0160.1610.5520	QUENCH USA, INC.	15914	02/12/2025	FEB'25 WTR FLTR/CCTR	38.59
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	15915	02/12/2025	JAN'25 BUS PASSES	72.64
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15916	02/12/2025	1/29/25 NOTICE/ PH PLHA YEAR 5	419.38
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15916	02/12/2025	2/3/25 NOTICE/ CC MTG CHANGE	166.15
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	15916	02/12/2025	FEB'25 NIB SYSTEMIC SFTY IMPVTS	2,411.12
01.0120.1210.5933	SOCAL SHRED LLC	15917	02/12/2025	JAN'25 SHREDDING SVCS	55.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CI NUTR PRGM	104.49
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CII NUTR PRGM	11.61
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CI NUTR PRGM	20.09
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CII NUTR PRGM	2.23
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CI NUTR PRGM	50.22
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CII NUTR PRGM	5.58
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CI NUTR PRGM	82.87
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CII NUTR PRGM	9.20
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CI NUTR PRGM	28.73
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FOOD ITEMS/ CII NUTR PRGM	3.19
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	JAN' REC CLASS SUPPLIES	1.99
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	15918	02/12/2025	FEB REC CLASSES SUPPLIES	70.07
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	15919	02/12/2025	FEB'25 NEWSLETTER	6,298.36
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	15920	02/12/2025	FEB'25 CONSULTING SERVICES	6,750.00
02.0170.1760.5550	ATHENS SERVICES	DFT0002517	01/16/2025	JAN'25 STREET SWEEPING	7,057.92
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0002518	01/15/2025	11/3-12/11/24 POSTAGE CHARGES	274.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002519	01/21/2025	1/1-2/1/25 1900 CENTRAL AVE	115.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002520	01/21/2025	11/25-12/30/24 1450 LIDCOMBE AVE	430.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002521	01/21/2025	11/25-12/30/24 1530 CENTRAL AVE	493.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002522	01/21/2025	11/25-12/30/24 1500 CENTRAL AVE	1,207.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002523	01/21/2025	1/1-2/1/25 1415 SANTA ANITA AVE	76.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002524	01/21/2025	11/25-12/30/24 1415 SANTA ANITA AVE	760.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002525	01/17/2025	11/14-12/17/24 2218 ROSEMEAD BLVD	142.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002526	01/21/2025	11/25-12/30/24 1341 ISLAND/ SANTA ANITA	66.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002527	01/21/2025	11/25-12/30/24 1450 LIDCOMBE	2,772.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002528	01/21/2025	11/25-12/30/24 1402 LERMA	3,035.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002529	01/17/2025	11/14-12/17/24 2004 ROSEMEAD BLVD	24.85
01.0170.1730.5705	SO CAL GAS	DFT0002530	01/16/2025	12/16-12/26/24 1530 CENTRAL AVE	37.36
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002531	01/15/2025	DEC'24 STREET LIGHTS	3,605.91
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002532	01/15/2025	12/1-12/31/24 STREET LIGHTS	3,483.19
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002533	01/16/2025	DEC'24 2028 CENTRAL AVE	426.60
02.0170.1760.5537	SOUTHERN CALIFORNIA EDISON	DFT0002534	01/21/2025	11/14-12/12/24 STREET LIGHTS	2,696.88
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002535	01/23/2025	RATE PLAN 27216	20,774.88
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002535	01/23/2025	RATE PLAN 685	9,640.50
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002535	01/23/2025	RATE PLAN 23047	3,303.20
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002535	01/23/2025	RATE PLAN 27216	460.05
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002536	01/24/2025	RATE PLAN 27216	584.64

01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002537	01/24/2025	PPE 1/18/25 FEDERAL	20,236.62
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002537	01/24/2025	PPE 1/18/25 MEDICARE	7,020.04
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002537	01/24/2025	PPE 1/18/25 FICA	30,016.68
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002538	01/17/2025	PPE 1/18/25 FEDERAL FINAL	158.25
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002538	01/17/2025	PPE 1/18/25 MEDICARE FINAL	53.44
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002538	01/17/2025	PPE 1/18/25 FICA FINAL	228.52
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002539	01/21/2025	PPE 1/18/25 TNG WTHD'G FINAL	1.84
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002539	01/21/2025	PPE 1/18/25 UI TAX WTHD'G FINAL	36.86
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002539	01/21/2025	PPE 1/18/25 STATE WTHD'G FINAL	36.72
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002540	01/24/2025	PPE 1/18/25 UI TAX WTHD'G	3,756.95
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002540	01/24/2025	PPE 1/18/25 TNG WTHD'G	187.81
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002540	01/24/2025	PPE 1/18/25 STATE WTHD'G	7,437.67
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002541	01/24/2025	PPE 1/18/25 EMPLOYER MATCH	4,078.75
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002541	01/24/2025	PPE 1/18/25 EMPLOYEE BEFORE TAX	2,940.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0002541	01/24/2025	PPE 1/18/25 EMPLOYER LOAN REPAYMENT	1,559.44
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002542	01/24/2025	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002542	01/24/2025	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002542	01/24/2025	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002542	01/24/2025	CASE 1457313	402.50
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	FAUCETS/ CCTR	130.10
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	CLEANING SUPPLIES	31.20
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	BATTERIES	101.82
01.0160.1640.5425	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	POOL SUPPLIES	99.09
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SUPPLIES FOR POOL	45.30
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SUPPLIES TO FIX DAMAGED WOOD	32.78
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SUPPLIES TO WORK AT NTP	328.54
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	DEPOSIT/ TRENCHER RENTAL	350.00
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	LOCKSET/ NTP	20.40
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	TOOLS/ NTP	428.52
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	TRENCHER RENTAL	847.39
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	CHRISTMAS TREES	1,651.39
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	PLANTERS	1,077.30
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	POINSETTIAS	27.54
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	PAINT	83.29
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	PLANTERS	43.91
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	INSECT KILLER	43.96
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	PAINT	15.74
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	PAINT	46.88
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	DOOR LOCK KIT	44.88
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SUPPLIES TO REPAIR STORAGE	338.08
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	JANITORIAL SUPPLIES	154.10
01.0170.1740.5545	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SUPPLIES FOR GRAFITTI REMOVAL	175.75
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SMALL TOOLS	76.65
01.0170.1750.5962	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SMALL TOOLS	96.89
01.0170.1760.5545	HOME DEPOT CREDIT SERVICES	DFT0002543	01/27/2025	SUPPLIES FOR GRAFITTI REMOVAL	92.21
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0002544	01/17/2025	12/16/24-1/10/25 POSTAGE CHARGES	110.45
01.0130.1310.5280	SECTRAN SECURITY INC.	DFT0002545	01/28/2025	JAN'25 ARMED SVCS	212.20
01.0170.1730.5705	SO CAL GAS	DFT0002546	01/28/2025	12/16-1/16/25 1824 CENTRAL AVE	70.57

01.0170.1730.5705	SO CAL GAS	DFT0002547	01/28/2025	12/16/24-1/16/25 1500 CENTRAL AVE	3,009.82
01.0170.1730.5705	SO CAL GAS	DFT0002548	01/28/2025	12/16-1/16/25 1900 CENTRAL AVE	172.50
01.0170.1730.5705	SO CAL GAS	DFT0002549	01/28/2025	12/16-1/16/25 1450 LIDCOMBE AVE	84.39
01.0170.1730.5705	SO CAL GAS	DFT0002550	01/28/2025	12/16-1/16/25 1556 CENTRAL AVE	295.16
01.0170.1730.5705	SO CAL GAS	DFT0002551	01/28/2025	1/7-1/16/25 1530 CENTRAL AVE	57.39
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002552	01/27/2025	12/13/24-1/13/25 1824 CENTRAL AVE	1,171.03
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002553	01/27/2025	12/13/24-1/13/25 1415 SANTA ANITA AVE	3,145.96
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002554	01/27/2025	12/13/24-1/13/25 1530 CENTRAL AVE	2,237.51
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002555	01/23/2025	12/9-1/8/25 1459 SANTA ANITA AVE	430.38
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002556	01/27/2025	12/13/24-1/13/25 1556 CENTAL AVE	1,917.44
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	NATIONAL LEAGUE OF CITIES MEMBERSHIP	1,752.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	MARCH'25 NLC CONGRESSIONAL CONF REGISTRATION	645.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PARKING/ MEETING EXPENSE	8.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	STARBUCKS GIFT CARD - MEETING EXPENSE	32.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	USA DONUTS - MEETING EXPENSE	38.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	COUNCIL MEETING REVIEW W/MAYOR	48.97
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	STARBUCKS - MEETING EXPENSE	54.00
01.0100.1020.5916	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	POSTAGE CHARGES	20.53
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ZOOM.US MONTHLY SUBSCRIPTION	363.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SGV TRIBUNE - SUBSCRIPTION	1.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	STAFF JACKETS	1,533.22
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC'24 EMPL RECONITION#629	39.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	147.27
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	STAFF MEETING SUPPLIES	63.31
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	355.29
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	42.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	65.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	72.67
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	153.88
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	246.44
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	427.46
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	659.00
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	1,088.67
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES/ RETURN CREDIT	(109.15)
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	566.16
01.0100.1040.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	LENS FOR COMMUNITY EVENTS CAMERA	436.92
01.0100.1040.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CAMERA FOR COMMUNITY EVENTS	1,123.39
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SCTR DISPLAY SCREEN	369.81
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPOTIFY MONTHLY SUBSCRIPTION/ NOV'24	19.99
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SOCIAL MEDIA AD/ CHRISTMAS WISH	24.98
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PHOTO PRINTS EQUIPMENT/ CHRISTMAS WISH	37.82
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PACIFIC CIRCUIT BREAKERS/ NTP	303.19

01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TRANING MEETING BEVERAGES	13.83
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	HOLIDAY SAFETY TNG MEETING MEALS	270.74
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TRANING MEETING MEALS	257.72
01.0170.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ICMA MEMBERSHIP	125.00
01.0170.1020.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	UNIFORM HOODIES	83.51
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FIRE EXTINGUISHER LABELS	62.89
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	MAR'25 NLC CONGRESSIONAL CONF REGISTRATION	720.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PHOTOSHOP SUBSCRIPTION	19.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SIGN HOLDERS & UMBRELLA BAGS	187.97
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	OFFICE SUPPLIES	37.31
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SOCIALS & SPIRIT WEEK/ SUPPLIES	350.76
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TABLE CLOTHES/ PROGRAMMING	39.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PLACEMATS/ CHRISTMAS LUNCHEON	69.42
06.0300.3020.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	NUTR PRGM SUPPLIES	24.24
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL MEETING/ MIC STANDS	960.10
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	OFFICE SUPPLIES	40.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	93.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	20.93
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	7.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	165.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	215.12
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	43.24
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC'24 PARKS & REC DIVISION MEETING	373.15
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PARKING CHARGES/ LA DISTRICT	10.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SANTAS RIDE AROUND TOWN EVNT SUPPLIES	21.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SANTAS RIDE AROUND TOWN EVNT SUPPLIES	(16.99)
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SANTAS RIDE AROUND TOWN EVNT SUPPLIES	85.56
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SANTAS RIDE AROUND TOWN EVNT SUPPLIES	1,200.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TREE LIGHTING SUPPLIES	109.54
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC' EVNTS DECORATIONS	127.82
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVNT SUPPLIES	128.33
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVNT SUPPLIES	136.03
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC' EVNTS SUPPLIES	155.90
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVNT SUPPLIES	237.72
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC' EVNTS SUPPLIES	396.46
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC' EVNTS SUPPLIES	431.44
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC' EVNTS SUPPLIES	534.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SANTAS RIDE AROUND TOWN EVNT SUPPLIES	789.40
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SANTAS RIDE AROUND TOWN EVNT SUPPLIES	72.69
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC' EVNTS COSTUMES	26.45
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE DECORATIONS	59.07
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOYS/ WRAPPING PAPER	45.86
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE DECORATIONS	113.55
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE DECORATIONS	151.29
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE DECORATIONS	164.25
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE FOOD SUPPLIES	93.52
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CA & FEDERAL COMBO POSTER	193.31
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	76.91

01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	125.64
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL CEREMONY SUPPLIES	123.04
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL NAME PLATES	116.79
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL BADGES	331.39
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	75.20
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	65.04
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL CEREMONY SUPPLIES	54.42
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	53.29
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	43.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL CEREMONY SUPPLIES	32.67
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL CEREMONY SUPPLIES	326.79
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SUPPLIES	28.62
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL PHONE SUPPLIES	508.79
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY COUNCIL SHIRTS	1,199.53
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	MARCH'25 NLC CONGRESSIONAL CONF	720.00
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHALL SUPPLIES	33.24
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHALL SUPPLIES	31.65
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHALL SUPPLIES	26.58
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ALL STAFF MEETING SUPPLIES	24.85
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ALL STAFF MEETING SUPPLIES	123.14
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHALL SUPPLIES	34.99
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SYMPATHY FLOWERS	105.78
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHALL JACKETS	185.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC'24 SGV PUBLIC AFFAIRS LUNCHEON	60.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE ICLOUD SUBSCRIPTION	0.99
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	COFFEE/ CITY COUNCIL MTG	264.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	BDAY CAKE INGREDIENTS	48.95
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	12/20/24 SENIOR SVCS EXCURSION	867.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SNACKS/ SOCIAL	94.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	BDAY CAKE INGREDIENTS	71.97
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER CRAFT SUPPLIES	64.97
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	RETURN CREDIT	(32.31)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS DECORATIONS	13.10
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS CENTERPIECES/ DINING TABLES	16.54
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS DECORATIONS	28.60
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS TREE SKIRT	33.06
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS DECORATIONS	47.58
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS CENTERPIECES/ DINING TABLES	59.26
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PLATES & SUPP/ SPECIAL EVENTS	89.32
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CANDY CANES GIVEAWAY/ LUNCHEON	90.41
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS DECORATIONS	136.59
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS DECORATIONS	204.67
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CHRISTMAS DECORATIONS	547.79
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOSTADAS/ CI NUTR PRGM	35.86
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CI NUTR PRGM	400.74
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DEC'24-DEC'25 SUBSCRIPTION	330.00
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PARKING/ COURT CASE	2.50
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PARKING/ COURT CASE	2.70

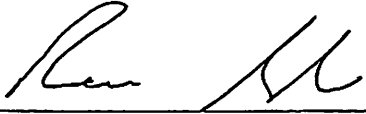
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	97.63
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	107.34
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	WINTER CAMP SUPPLIES	169.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	186.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	JANUARY REC CLASS SUPPLIES	219.63
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PRGM SUPPLIES	199.07
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FALL CAMP SUPPLIES	218.75
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	WINTER CAMP SUPPLIES	95.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PRGM SUPPLIES	197.94
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FALL CAMP SUPPLIES	78.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	46.24
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FALL CAMP SUPPLIES	60.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FALL CAMP FOOD CRAFT	59.97
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	452.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	44.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	36.72
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	23.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	21.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FALL CAMP FOOD CRAFT	16.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	13.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	DECEMBER REC CLASS SUPPLIES	77.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	37.33
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	104.17
01.0150.1540.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CPRS CONFERENCE REGISTRATION	166.40
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	1,506.34
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	63.91
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	211.03
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	634.40
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE DECORATIONS	96.94
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE SUPPLIES	1,761.78
01.0120.1210.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	COUNCIL SWEAR IN MICRO PHONES	577.71
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	85.15
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	PROGRAM SUPPLIES	106.86
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	118.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	AFTER SCHOOL PRGM SUPPLIES	229.67
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	BOXING SUPPLIES	282.34
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	BOXING OFFICIALS FOOD/ SPECIAL EVENTS	139.65
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPP/ 5K TURKEY DASH	303.47
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TREE LIGHTING EVENT/ BAKERY GOODS	936.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPP/ 5K TURKEY DASH	651.48
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	124.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPP/ SANTA SLEIGH	477.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPP/ SANTA SLEIGH	62.37
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	8.82
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPPLIES	14.50
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TREE LIGHTING EVENT/ CUPS	46.18
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPP/ SANTA SLEIGH	388.78
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SPECIAL EVENT SUPP/ 5K TURKEY DASH	472.72

01.0151.1546.5210	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE EQUIP RENTALS	1,024.92
01.0151.1546.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE DECORATIONS	93.35
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE FOOD	486.66
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE FOOD	182.72
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE FOOD	489.77
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE FOOD	505.10
01.0151.1546.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TOY DRIVE FOOD	626.79
01.0100.1020.5916	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	POSTAGE CHARGES	11.53
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CSMFO MEMBERSHIP	565.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	NOV'24 STAMPLI CHARGES	1,898.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CABLE & INTERNET SVCS	9.99
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CABLE & INTERNET SVCS	339.23
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	NOV24 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CABLE & INTERNET SVCS	154.98
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	YEALINK HEADSET	120.13
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	10/3-11/2/24 CITY CELL PHONE- FIRSTNET	2,447.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	TELENYX PLATFORM	111.95
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	SHOWER/ GPM WATER FLOW RATE CHALL	937.67
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	MARCH'25 NLC CONGRESSIONAL CONF REGISTRATION	720.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ANTIVIRUS PHONE SOFTWARE	101.98
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE RE-OCCURRING CHARGES	9.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	APPLE RE-OCCURRING CHARGES	10.99
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	FEB'24 CSMFO ANNUAL CONF REGISTRATION	565.00
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CSMFO ANNUAL CONF / HOTEL CHARGES	287.19
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CSMFO ANNUAL CONF / HOTEL CHARGES	287.19
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	CITY WEBSITE DOMAIN ANNUAL RENEWAL	499.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002557	01/16/2025	ADOBE CLOUD APPS SUBSCRIPTION	461.88
01.0130.1330.5950	XEROX CORPORATION	DFT0002558	01/30/2025	12/30/24-1/29/25 COPIER LEASE	1,547.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002559	02/04/2025	12/12/24-1/16/25 1450 LIDCOMBE	264.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002560	02/03/2025	12/10/24-1/14/25 1508 PECK RD	353.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002561	02/03/2025	12/10/24-1/14/25 1109 PECK RD	264.27
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002562	02/03/2025	12/10/24-1/14/25 1502 PECK RD	292.04
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002563	02/03/2025	12/10/24-1/14/25 1660 DURFEE AVE	163.25
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002564	02/03/2025	12/10/24-1/14/25 1710 DURFEE AVE	269.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002565	02/04/2025	12/11/24-1/15/25 11016 GOMEZ PALACIO DR	24.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002566	02/03/2025	12/10/24-1/14/25 FARNDON-PECK	67.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002567	02/04/2025	12/11/24-1/15/25 1926 DURFEE AVE	330.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002568	02/04/2025	12/11/24-1/15/25 2018 DURFEE AVE	262.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002569	02/03/2025	12/10/24-1/14/25 1628 DURFEE AVE	347.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002570	02/04/2025	12/11/24-1/15/25 1903 DURFEE AVE	163.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002571	02/03/2025	12/10/24-1/14/25 THIENES/ PARKWAY	26.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002572	02/03/2025	12/10/24-1/14/25 1222 PECK RD	436.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002573	02/04/2025	12/12/24-1/16/25 1675 DURFEE AVE	296.59
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0002574	02/03/2025	NEW YEARS LUCHEON PRIZES	132.77

01.0150.1540.5431	WALMART COMMUNITY/GEGRB	DFT0002574	02/03/2025	WINTER CAMP SUPPLIES	27.73
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0002575	02/03/2025	JAN'25 INSURANCE	994.56
01.0000.0000.2250	CALPERS	DFT0002576	01/31/2025	FEB'25 ACTIVE EMPLOYEE	108,752.69
01.0100.1050.5941	CALPERS	DFT0002576	01/31/2025	FEB'25 ADMIN FEE/ RETIRED	11.30
01.0100.1050.5941	CALPERS	DFT0002576	01/31/2025	FEB'25 ADMIN FEE/ ACTIVE	261.01
01.0100.1050.5945	CALPERS	DFT0002576	01/31/2025	FEB'25 EMPLOYER SHARE/ RETIRED	1,106.00
01.0130.1310.5215	CALPERS RETIREMENT	DFT0002577	02/04/2025	SOCIAL SECURITY ADMIN- ANNUAL FEE	270.00
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0002578	01/31/2025	FEB'25 DENTAL	7,451.45
01.0000.0000.2255	VISION SERVICE PLAN	DFT0002579	01/31/2025	FEB'25 VISION INSURANCE	979.15
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0002580	01/31/2025	JAN'25 SUPPLEMENTAL LIFE INSURANCE	2,148.80
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002581	02/10/2025	RATE PLAN 27216	399.96
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002582	02/06/2025	RATE PLAN 685	9,607.06
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002582	02/06/2025	RATE PLAN 27216	20,693.57
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002582	02/06/2025	RATE PLAN 23047	3,194.45
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002583	02/06/2025	PPE 2/1/25 FEDERAL	20,724.01
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002583	02/06/2025	PPE 2/1/25 FICA	30,994.38
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002583	02/06/2025	PPE 2/1/25 MEDICARE	7,248.82
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002584	02/07/2025	PPE 2/1/25 TNG TAX WTHD'G	108.82
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002584	02/07/2025	PPE 2/1/25 UI TAX WTHD'G	2,176.46
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002584	02/07/2025	PPE 2/1/25 STATE WTHD'G	7,599.59
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002585	02/07/2025	EMPLOYEE BEFORE TAX	2,865.00
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002585	02/07/2025	EMPLOYER MATCH	4,078.75
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0002585	02/07/2025	EMPLOYEE AFTER TAX	600.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002586	02/07/2025	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002586	02/07/2025	CASE 200000002135289	780.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002586	02/07/2025	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002586	02/07/2025	CASE 200000002163990	359.00
01.0170.1100.5406	SPARKLETTES	DFT0002587	02/10/2025	JAN'25 WATER SVCS	4.50
01.0170.7020.5406	SPARKLETTES	DFT0002587	02/10/2025	JAN'25 WATER SVCS	4.49
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002588	02/11/2025	12/16/24-1/17/25 1824 CENTRAL AVE	780.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002589	02/11/2025	12/17/24-1/21/25 2218 ROSEMEAD BLVD	140.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002590	02/11/2025	12/16/24-1/17/25 1500 N CENTRAL AVE	4,478.46
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002591	01/21/2025	11/25-12/30/24 1556 CENTRAL AVE	526.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002592	02/11/2025	12/16-1/17/25 1556 CENTRAL AVE	457.60
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002593	02/11/2025	12/16/24-1/17/25 2022 N CENTRAL AVE	118.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002594	02/11/2025	12/16/24-1/17/25 1707 N MERCED AVE	24.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002595	02/11/2025	12/16/24-1/17/25 N/E MERCED SANTA ANITA	147.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002596	02/11/2025	12/16/24-1/17/25 N LERMA/ MILLET	240.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002597	02/11/2025	12/17/24-1/21/25 2004 ROSEMEAD BLVD	28.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002598	02/11/2025	12/16/24-1/17/25 1652 TYLER AVE	141.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002599	02/11/2025	12/16/24-1/17/25 1819 N MERCED AVE	185.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002600	02/11/2025	12/16/24-1/17/25 2000 SANTA ANITA AVE	68.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002601	02/11/2025	12/16/24-1/17/25 10452 RUSH ST	74.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002602	02/11/2025	12/16/24-1/17/25 MERCED N/W SANTA ANITA	44.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002603	01/21/2025	11/25-12/30/24 1819 CENTRAL AVE	741.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002604	02/11/2025	12/16/24-1/17/25 1900 CENTRAL AVE	174.35
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002605	02/11/2025	12/16/24-1/17/25 1530 CENTRAL AVE	301.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002606	02/11/2025	12/16-1/17/25 1819 N CENTRAL AVE	296.16

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002607	02/11/2025	12/16/24-1/17/25 1415 SANTA ANITA AVE	385.25
01.0170.1730.5705	SO CAL GAS	DFT0002608	02/11/2025	1/2-1/30/25 1415 SANTA ANITA AVE	1,213.34
Grand Total					\$ 777,609.82

Authorization Signatures

A handwritten signature in black ink, appearing to read 'Rene Salas', written over a horizontal line.

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-013 TO EXTEND AND MODIFY AN EXISTING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES

SUMMARY: Consideration and approval of a resolution to extend the existing contract with Kimley-Horn and Associates, Inc. to provide additional environmental services in association with an appeal of the Planning Commission's decision to adopt Resolution No. 22-09 for property located at 2222 Rosemead Blvd.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-013, approving the change order to the existing agreement for environmental contract services between the City and Kimley-Horn and Associates, Inc.; and
2. Authorize the City Manager or designer to execute the agreement.

FISCAL/FINANCIAL IMPACT: There will be no financial impact on the City as the project applicant for 2222 Rosemead Boulevard will deposit \$20,900 with the City as a pass-through fee.

DISCUSSION: Kimley-Horn was initially hired as a consultant to provide third-party review services for the City to review the environmental initial study ("EIS") prepared by a consultant hired by Sylvia Tran "Applicant" for a development project at 2222 Rosemead Boulevard. The contract was initially approved by City Manager Rene Salas on November 11, 2023, for the amount of \$32,750. As of July 16, 2024, the City has paid its Consultant \$21,416.85 for reviewing the completed portions of the EIS. However, the applicant informed staff that its environmental consultant is unable to complete the EIS. As such, due to the City's Consultant's familiarity with the project, the Applicant requested that the City's Consultant complete the environmental initial study.

On June 13, 2024, Kimley-Horn and Associates, Inc., submitted a proposal to complete the Applicant's environmental consultant's work for the amount of \$44,900.00, and on July 30, 2024, the City Council adopted Resolution No. 24-202, approving the change to the agreement.

On November 19, 2024, the Planning Commission adopted Resolution No. 24-09, adopting a mitigated negative declaration prepared in compliance with the California Environmental Quality Act, and approving CUP No. 21-13 for the development of a new 156,877 square foot warehouse, commercial, and office building for property located at 2222 Rosemead Blvd. On November 27, 2024, the Planning Commission's decision was appealed.

Therefore, in order to provide the additional environmental services to address the appeal, Kimley-Horn submitted a change order in the amount of \$20,900.00.

ATTACHMENT(S):

- A. Resolution No 25-013
- B. Kimley-Horn Agreement - Nov 30 2024
- C. Kimley-Horn Change Order
- D. KH Contract Amendment

ATTACHMENT A

RESOLUTION NO. 25-013

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A CHANGE ORDER AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR COMPLETION OF ENVIRONMENTAL SERVICES IN CONJUNCTION WITH AN APPEAL OF THE PLANNING COMMISSION'S ADOPTION OF RESOLUTION NO. 22-09 FOR DEVELOPMENT OF A 156,877 SQUARE FOOT WAREHOUSE/COMMERCIAL/OFFICE BUILDING FOR PROPERTY LOCATED AT 2222 ROSEMEAD BLVD.

WHEREAS, on November 11, 2024, the City of South El Monte ("City") approved a contract ("Agreement") with Kimley-Horn and Associates, Inc. ("Consultant") to provide a third-party review of an applicant's environmental initial study for property located at 2222 Rosemead Boulevard for development of a 156,877 sq ft warehouse/commercial/office building ("Project"); and

WHEREAS, on June 13, 2024, due to the applicant's consultant's inability to complete the environmental initial study associated with the Project, Consultant was further contracted through a First Amendment to the Agreement to complete the remainder of the initial study in the amount of \$44,900.00, due to their familiarity with the project; and

WHEREAS, on November 19, 2024, the Planning Commission adopted Resolution No. 24-09, approving a Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program prepared in compliance with the California Environmental Quality Act; and approving Conditional Use Permit No. 21-13 to allow for the development of a new 156,877 square foot warehouse building located at 2222 Rosemead Boulevard; and

WHEREAS, the City has determined that a Change Order and Second Amendment to the Agreement with the Consultant is necessary to address the appeal of the Planning Commission's November 27, 2024 decision; and

WHEREAS, the Change Order to the Contract Sum of the Second Amendment to the Agreement for the extension is not to exceed \$20,900.00

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

SECTION 1. The above recitals, and each of them, are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby authorizes and directs the City Manager to take all actions necessary to execute and effectuate the Second Amendment to the Agreement in substantially the form attached as Attachment D to the February 18, 2024 staff report.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

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. 25-013, was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on February 18, 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

KIMLEY-HORN AND ASSOCIATES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 30 day of July, 2024 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty Four Thousand Nine Hundred Dollars (\$44,900.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Dana C. Privitt Associate
(Name) (Title)

Jason Melchor Associate
(Name) (Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense

during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or

liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials 

9.7 Corporate Authority.

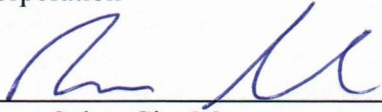
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation



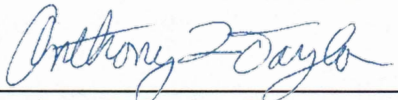
Rene Salas, City Manager

ATTEST:



Sabrina Muhne, Interim City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP



Anthony R. Taylor, City Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation

By: See Attached
Name: _____
Title: _____

By: _____
Name: Dana C. Privitt, AICP
Title: Associate / Assistant Secretary

Address: _____
1100 W Town & Country Rd, Suite 700,
Orange, CA 92868



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

CITY:

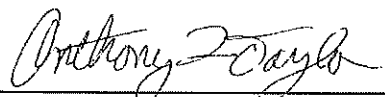
CITY OF SOUTH EL MONTE, a municipal corporation


Rene Salas, City Manager

ATTEST:


Sabrina Muhne, Interim City Clerk

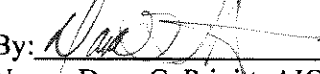
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Anthony R. Taylor, City Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation

By: 
Name: Jacob Glaze PE 87934
Title: Vice President

By: 
Name: Dana C. Privitt, AICP
Title: Associate / Assistant Secretary



Address:
1100 W Town & Country Rd, Suite 700,
Orange, CA 92868

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- a. Preparation of Revised Administrative Draft Initial Study/Mitigated Negative Declaration

Due to inconsistencies between the project plans and the prior version of the IS/MND prepared by a different consultant, Kimley-Horn will revise the Initial Study to incorporate applicable comments and update the Project Description and the Initial Study analysis sections for consistency with the corrected Project Description, internal consistency between the sections, and revisions to the analysis for consistency between the technical studies and the Initial Study sections. An additional technical study was provided subsequent to Kimley-Horn's review of the second/revised Initial Study. The *Limited Soil Remediation Work Plan Addendum* will be reviewed and the Hazardous Materials section of the Initial Study will be rewritten based on this new report. Work efforts will also include revised graphics where corrections are necessary; and formatting and word processing of the Initial Study. The revised document will be provided to the City in a version that shows revisions in track-change and a version with all changes accepted. This scope of work assumes no changes to the project description or new/revised technical documentation upon authorization to proceed.

- b. Print Check Initial Study/Mitigated Negative Declaration

Upon receipt of comments from the City on the revised Initial Study, this scope of work assumes Kimley-Horn will prepare the print check Initial Study for review by City staff. No changes to the project description or new/revised technical documentation are assumed. The IS/MND will be finalized for public review. A 30-day public review period is assumed.

- c. Distribution and Noticing

Kimley-Horn will prepare the Notice of Availability/Notice of Intent and will be responsible for the distribution of the notice based on a City-provided mailing list. The notice will be distributed via certified mail to any responsible agencies and by regular mail to interested parties, community groups, and individuals. This scope of work assumes that the City will file the notice with the County Clerk-Recorder. The City will be responsible for any site postings and/or submittal of the notice to the newspaper for publication. The notice and Initial Study will be provided to the City in a format to be uploaded onto the City's website. Kimley-Horn will prepare notices for and upload the documents to the State Clearinghouse.

d. Responses to Comments

Kimley-Horn will prepare responses to environmental comments received on the IS/MND during the 30-day public review period. A draft Responses to Comments Memorandum will be submitted to the City for review. This scope of work assumes any comments received on technical reports provided by the applicant will be addressed by the applicant's consultants and provided to Kimley-Horn. This task assumes one reconciled set of comments from the City on the draft Responses to Comments Memorandum. Kimley-Horn will revise the Memorandum and resubmit in track-change. This Scope of Work assumes 24 technical hours; additional effort because of the complexity or number of comments would require a budget augment.

e. Mitigation Monitoring and Reporting Program

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and to provide a basis for monitoring such measures during and upon project implementation. If the Planning Commission modifies the project and/or recommends changes to the conditions of approval/mitigation measures for the project, Kimley-Horn will revise the MMRP. However, substantial modifications are not assumed.

f. Notice of Determination

Following the City's adoption of the IS/MND and approval of the project, Kimley-Horn will prepare the Notice of Determination (NOD). The City will be responsible for filing the NOD with the County Clerk. This scope of work assumes that payment of County filing fees and California Department of Fish and Wildlife fees by the applicant. Kimley-Horn will file the NOD with the State Clearinghouse.

g. Project Management and Meetings

Ms. Dana Privitt will serve as the Project Director responsible for supervision of the Kimley-Horn team and documentation review for compliance with CEQA requirements and guidelines and City CEQA procedures. Project management responsibilities include task scheduling and assignment, contract administration and accounting, and coordination and communications with the Client and City. Dana will maintain weekly communication to ensure compliance with the scope of work, budget, and schedule, and to disseminate project information in a timely manner. Attendance at one public hearing is assumed.

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

All deliverables will be transmitted electronically unless otherwise noted.

A. Revised IS/MND in track-change and clean format (one round of review based on one set of consolidated comments)

- B. Print check IS/MND for staff approval
- C. Reproduction of IS/MND: up to 10 print copies with technical appendices on flash drive; web-ready version of IS/MND with technical appendices
- D. Preparation and distribution of Notice of Availability/Notice of Intent based on City mailing list: up to 50 copies
- E. Confirmation from City regarding filing Notice of Availability/Notice of Intent with the County Clerk-Recorder
- F. Submittal of IS/MND to the State Clearinghouse
- G. Draft Responses to Comments (one review cycle based on one set of reconciled comments; 24 technical hours). Applicant's consultants to prepare responses to any technical reports.
- H. Submittal of revised Responses to Comments
- I. Draft MMRP (one review cycle based on one set of reconciled comments)
- J. Submittal of revised MMRP
- K. Preparation of Notice of Determination (NOD). City filing of NOD with County Clerk
- L. Submittal of NOD to the State Clearinghouse

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

Not Applicable

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

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

- A. Dana C. Privitt, AICP
- B. Personnel of Kimley-Horn and Associates, Inc.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

I. Section 1.1, "Scope of Services," of the Agreement is hereby amended to read in its entirety as follows:

"1.1 Scope of Services.

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

II. Section 1.5, "Familiarity with Work," of the Agreement is hereby amended to read in its entirety as follows:

"1.5 Familiarity with Work.

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

III. Section 5.2(c), "General Insurance Requirements," of the Agreement is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

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

IV. Section 5.3, "Indemnification," of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification.

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

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

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

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action

or proceeding, including but not limited to, legal costs and attorneys' fees *to the extent finally determined to have been caused by Consultant's negligence.*

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

V. Section 7.3, "Retention of Funds," of the Agreement is hereby amended to read in its entirety as follows:

"7.3 Retention of Funds.

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

VI. Section 7.7, "Liquidated Damages," of the Agreement is hereby deleted in its entirety as follows:

~~7.7 — **Liquidated Damages.**~~

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

<u>TASK</u>	<u>SUBBUDGET</u>
A. Initial Study	\$20,000
B. Revised/Printcheck Initial Study	\$6,000
C. Notices: NOA, NOC, NOD	\$2,500
D. Responses to Comments	\$7,500
E. MMRP	\$2,000
F. Project Management, Meetings, Public Hearing	\$5,000
Subtotal Professional Fees	\$43,000
ESTIMATED DIRECT EXPENSES	
Office Expenses	\$1,900
Subtotal Direct Expenses	\$1,900
TOTAL FEE ESTIMATE	\$44,900

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

- B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

TASK	<u>Days to Perform</u>
Initial Study	3 weeks from authorization to proceed and receipt of most recent plan set and technical studies.
Revised/Printcheck Initial Study	2 weeks following one set of consolidated comments on the Initial Study
Notices: NOA, NOC, NOD	NOA and NOC: as a part of preparation of Printcheck Initial Study NOD: within 5 working days of project approval
Responses to Comments	2 weeks following end of the 30-day public review period. Note: timeframe may extend depending on the number and complexity of comments Revised Responses to Comments: 2 weeks or less from receipt of one set of consolidated comments on draft Responses to Comments
MMRP	Concurrent with preparation of Responses to Comments
Project Management, Meeting	Ongoing during duration of project

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

All deliverables will be transmitted electronically unless otherwise noted.

- A. Revised IS/MND in track-change and clean format (one round of review based on one set of consolidated comments)
- B. Print check IS/MND for staff approval
- C. Reproduction of IS/MND: up to 10 print copies with technical appendices on flash drive; web-ready version of IS/MND with technical appendices
- D. Preparation and distribution of Notice of Availability/Notice of Intent based on City mailing list: up to 50 copies
- E. Confirmation from City regarding filing Notice of Availability/Notice of Intent with the County Clerk-Recorder
- F. Submittal of IS/MND to the State Clearinghouse
- G. Draft Responses to Comments (one review cycle based on one set of reconciled comments; 24 technical hours). Applicant's consultants to prepare responses to any technical reports.
- H. Submittal of revised Responses to Comments
- I. Draft MMRP (one review cycle based on one set of reconciled comments)
- J. Submittal of revised MMRP
- K. Preparation of Notice of Determination (NOD). City filing of NOD with County Clerk
- L. Submittal of NOD to the State Clearinghouse

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

January 23, 2025

Gerardo Marquez, Planning Manager
City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, CA 91733

Subject: Change Order No. 2 for the 2222 Rosemead Boulevard Warehouse Project – Budget Augment 2

Dear Mr. Marquez:

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this Change Order (CO 2) to the City of South El Monte (“Client”) to the November 11, 2023 contract (“Contract”) for the 2222 Rosemead Boulevard Warehouse Project (“Project”). CO 02 has been prepared to complete out-of-scope Project deliverables/tasks, as provided in Attachment A.

Thank you for considering this amendment request. Please contact Dana at (714) 786-6128 should you have questions. Your signature below indicates your acceptance of the amendment request.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Dana C. Privitt, AICP
dana.privitt@kimley-horn.com
714.786.6128



Jason Melchor, P.E. (No. 65218)
jason.melchor@kimley-horn.com
714.705.1331

By signing below, you are in acceptance of the Amendment.

Name:
City of South El Monte

Date:

Attachment A

Attachment A
2222 Rosemead Boulevard Warehouse Project
Scope of Work Change Order No. 2

Responses to Comments – Additional Effort

The Contract assumed 24 technical hours of effort to prepare responses to environmental comments received on the IS/MND during the 30-day review period. Comments on the IS/MND were received from three public agencies and two organizations (including comment letters from law firms representing the Supporters Alliance for Environmental Responsibility [“SAFER”] and the Coalition for Responsible Equitable Economic Development Los Angeles [“CREED LA”], which collectively exceeded 100 pages). Due to the complexity and amount of comments, additional effort beyond 24 technical hours was required to complete the Response to Comments Memorandum. In addition, the Contract assumed any comments received on technical reports provided by the applicant would be addressed by the applicant’s consultants and provided to Kimley-Horn. However, at the applicant’s request, Kimley-Horn reviewed the consultant’s responses, which exceeded 70 pages. Kimley-Horn spent 42 hours completing the Response to Comments Memorandum and is therefore requesting additional budget to account for this effort.

Appeal Response Letter

On November 18, 2024, the law firm Adams Broadwell Joseph & Cardozo, on behalf of CREED LA, submitted a second, 40-page comment letter in response to the Response to Comments Memorandum. On November 19, 2024, the Project was approved by Planning Commission via Resolution No. 24-09. On November 27, 2024, CREED LA filed an appeal of Planning Commission Resolution No. 24-09, Adopting the MND and Mitigation and Monitoring Reporting Program, and Approving Conditional Use Permit No. 21-13. On January 20, 2025, the City and applicant requested that Kimley-Horn prepare an Appeal Response Letter that addresses both the November 27, 2024 appeal and the November 18, 2024 comment letter, which was incorporated therein. This Task requests additional budget to account for the out-of-scope effort to complete the Appeal Response Letter.

Project Management and Public Hearing Attendance

The Contract assumed attendance at one public hearing. On November 19, 2024, Kimley-Horn attended the Project’s Planning Commission. Since then, the Project has been appealed to the City Council, which is anticipated to occur on January 28, 2025. The applicant has requested Kimley-Horn’s attendance at the City Council hearing. Therefore, this Task requests additional budget to account for Kimley-Horn’s (up to two staff members) attendance at one public hearing after November 19, 2024. In addition, additional budget for continued project management beyond November 2024 is requested.

Cost Estimate

Professional Fees

Responses to Comments – Additional Effort	\$5,000
Appeal Response Letter	\$7,000
Project Management and Public Hearing Attendance	\$4,000
Subtotal Professional Fees	\$ 16,000

Contingency	4,000
Subtotal Continency + Professional Fees	\$ 20,000

ESTIMATED DIRECT EXPENSES

Office Expenses	\$900
Subtotal Direct Expenses	\$900
TOTAL FEE ESTIMATE	\$20,900

Direct expenses include but are not limited to in-house duplicating and blueprinting, telephone/mobile calls, electronic messaging, and postage; direct expenses are a percentage of labor costs.

ATTACHMENT D

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **Kimley-Horn and Associates, Inc.**, a North Carolina Corporation (“Consultant”) is effective as of the ___th day of February, 2025.

RECITALS

WHEREAS, the City and Consultant entered into that certain Agreement for Contractual Services dated _____ (“Agreement”) whereby Contractor agreed to provide Environmental Analysis Services.

WHEREAS, the City and Consultant now desire to amend the Agreement to address an appeal of the Planning Commission’s adoption of Resolution No. 24-09, approving a conditional use permit for a 156,877 square foot warehouse/commercial/office building, including approving a Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program prepared in Compliance with the California Environmental Quality Act.

TERMS

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

a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Forty-Four Thousand Nine Hundred Dollars (\$44,900)~~ ***Sixty Five Thousand Eight Hundred Dollars (\$65,800)*** (the “Contract Sum), unless additional compensation is approved pursuant to Section 1.9.”

b. Section I of Exhibit C “Schedule of Compensation” is hereby amended and shall include:

“Consultant shall perform the following tasks at the following rates:

	TASK	BUDGET
A.	Responses to Comments – Additional Effort	\$5,000
B.	Appeal Response Letter	\$7,000
C.	Project Management and Public Hearing Attendance	\$4,000
	SUBTOTAL	\$16,000
	Contingency	\$4,000
	Office Expenses	\$900
	Total	\$20,900

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

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

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

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

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

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such

party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

City Manager

ATTEST:

Adrian Garcia, MMC
City Clerk

APPROVED AS TO FORM:

OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

Susie Altamirano, City Attorney

CONTRACTOR:

CONSULTANT

By: _____
Name: Jason Marechal
Title: Vice President

By: _____

Address:
1100 W Town and Country Road, Suite 700
Orange, CA 92868

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE



City Council Agenda Report

Agenda Item No. 7.d.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Sergio Coreas , Community Development Analyst

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-014 AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO MNS ENGINEERS, INC. TO ADMINISTER THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM AND THE FIRST-TIME HOMEBUYER PROGRAM

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to MNS Engineers, Inc. as the responsive, responsible bidder to administer and implement the CalHome Owner-Occupied Home Repair Program and the First Time Homebuyer Program.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 25-014, awarding a Professional Services Agreement to MNS Engineers, Inc. to administer and implement the CalHome programs, authorize the City Manager to execute the agreement, and approve the use of CalHome Reuse Funds to immediately fund program implementation while awaiting the new grant award.

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

FISCAL/FINANCIAL IMPACT: There will be no financial impact on the City. The CalHome Owner-Occupied Home Repair and First-Time Homebuyer Programs will be funded entirely through CalHome grant funds. In addition, the City will utilize CalHome Reuse Funds to immediately finance program implementation, ensuring no delay in program operations. These reuse funds will be replenished upon receipt of the new

CalHome grant award. The agreement with MNS Engineers, Inc. includes a not-to-exceed (NTE) amount of 20% of the grant (\$200,000) for the Owner-Occupied Home Repair Program and 10% of the grant (\$120,000) for the First-Time Homebuyer Program, all of which will be covered by grant funding.

Program	Grant Amount	Administrative Cost	Additional Costs	Total Request
First-Time Homebuyer Program	\$1,200,000	\$120,000	\$5,000 (Homebuyer Education)	\$1,325,000
Owner-Occupied Repair Program	\$1,000,000	\$200,000	N/A	\$1,200,000
Total	\$2,200,000	\$320,000	\$5,000	\$2,525,000

The \$320,000 in administrative costs will be allocated to MNS Engineers, Inc., the consultant selected to administer the programs, ensuring proper compliance, efficient program implementation, and streamlined processing of applications.

DISCUSSION:

BACKGROUND: Between 2015 and 2017, the City was awarded \$2.5 million in CalHome funding for First-Time Homebuyer, Manufactured Mobile Home Repair, and Owner-Occupied Repair Programs. Due to program challenges and lack of successful implementation by 2017, the State required the City to return nearly \$2 million, temporarily disqualifying the City from future CalHome funding until completion of the General Plan Housing Element update.

From 2020 to 2023, the City made efforts to relaunch its First-Time Homebuyer and Owner-Occupied Repair Programs, but these initiatives faced significant challenges, ultimately failing to meet the intended objectives. In 2022, the City engaged a consultant to assist in implementing the Owner-Occupied Repair Program, however, in 2024, due to unsatisfactory performance, the City terminated the agreement.

The current Notice of Funding Availability (NOFA) for the CalHome Program requires applicants to demonstrate at least two years of experience managing similar programs within the last four years. Due to past program challenges, the City does not meet this requirement independently. As a result, the City is requesting to partner with a qualified subcontractor with proven expertise in housing assistance program administration, ensuring compliance with State requirements and restoring the City's ability to successfully deliver essential housing programs to residents.

The California Department of Housing and Community Development (HCD) has announced the availability of approximately \$57 million in State CalHome Program Funds from the Affordable Housing Bond Act Trust Fund of 2018 to support Local Public Agencies and Nonprofit Corporations in providing homeownership assistance to low- and very-low-income households.

The City intends to apply for \$2,525,000 in CalHome funding to administer the following programs:

1. Owner-Occupied Repair Assistance Program – A grant award of \$1,000,000 to provide deferred payment loans for eligible homeowners to make necessary repairs, including rehabilitation of manufactured housing and construction or repair of Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs), and \$200,000 in Administrative Cost.
2. First-Time Homebuyer Program – A grant award of \$1,200,000 to provide mortgage assistance to eligible first-time homebuyers, \$5,000 to provide Homebuyer Education per CalHome guidelines, and \$120,000 in Administrative Cost.

To effectively administer these programs, the City issued a Request for Proposals (RFP) on November 14, 2024, seeking a qualified firm with experience in grant-funded housing assistance programs. Proposals were evaluated based on compliance with the RFP requirements, understanding of the project scope, technical qualifications, program efficiency, cost-effectiveness, and references.

Following the evaluation process, MNS Engineers, Inc. was selected as the most responsive and responsible bidder, demonstrating substantial experience in housing program administration and compliance with State and Federal housing regulations. MNS Engineers, Inc. has successfully implemented similar programs in other jurisdictions, ensuring efficient processing of applications, compliance with program guidelines, and proper fund management.

This agreement will allow the City to maximize the use of CalHome funding, ensuring low-income homeowners receive critical rehabilitation assistance and first-time homebuyers have access to mortgage assistance opportunities. By awarding this contract to MNS Engineers, Inc., the City will be able to efficiently implement, track, and manage the CalHome Owner-Occupied Home Repair and First-Time Homebuyer Programs, providing critical financial assistance to eligible households while maintaining compliance with State and Federal funding guidelines.

ATTACHMENT(S):

- A. Resolution 25-014
- B. MNS Proposal For Services
- C. Draft Professional Services Agreement CAO

ATTACHMENT A

RESOLUTION NO. 25-014

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING
A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERS, INC.
TO ADMINISTER AND IMPLEMENT THE CALHOME OWNER-OCCUPIED
HOME REPAIR PROGRAM AND FIRST-TIME HOMEBUYER PROGRAM

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

WHEREAS, the City of South El Monte intends to apply for \$2,525,000 in CalHome funding to support the Owner-Occupied Home Repair Program and the First-Time Homebuyer Program; and

WHEREAS, on November 14, 2024, the City issued a Request for Proposals (RFP) to identify a qualified firm to administer and implement these programs; and

WHEREAS, the City received and evaluated all submitted proposals based on compliance with RFP requirements, understanding of the project scope, relevant experience with housing assistance programs, technical expertise and service delivery capabilities, cost-effectiveness and program efficiency, and references and past performance; and

WHEREAS, upon review of all proposals, MNS Engineers, Inc. was determined to be the most responsive and responsible bidder, demonstrating substantial expertise in housing assistance programs and the ability to effectively administer the CalHome programs; and

WHEREAS, the selection of MNS Engineers, Inc. will ensure efficient program implementation, maximize the use of CalHome funds, and improve access to homeownership opportunities for eligible residents; and

WHEREAS, there is no financial impact to the City, as administrative costs for program implementation will be covered through eligible CalHome grant funding; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SOUTH EL MONTE AS FOLLOWS:**

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

SECTION 2. The City Council finds and determines that MNS Engineers, Inc. has submitted the most qualified proposal for the administration and implementation of the CalHome Owner-Occupied Home Repair Program and First-Time Homebuyer Program.

SECTION 3. The City Council authorizes the City Manager or designee to execute a Professional Services Agreement with MNS Engineers, Inc. for the administration and implementation of the CalHome Owner-Occupied Home Repair Program in an amount not-to-exceed 10% of the grant amount or \$120,000, and the First-Time Homebuyer Program in an amount not-to-exceed 20% of the grant amount or \$200,000.

SECTION 4. The City Manager is further directed to take all necessary actions to effectuate the agreement and ensure compliance with State CalHome program guidelines.

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

PASSED, APPROVED AND ADOPTED this 18th day of February, 2025.

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. 25-015, 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 18th day of February 2025 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk



CITY OF SOUTH EL MONTE

December 16, 2024

PROPOSAL TO PROVIDE

Housing Services to Administer the
Owner-Occupied Home Repair
Program and the First Time Home
Buyer Program

CISEM.240813

City of South El Monte

Request For Proposals (RFP)

To Provide Housing Services to Administer
the Owner-Occupied Home Repair Program
and the First-Time Home Buyer Program



PRIME CONSULTANT MNS ENGINEERS, INC.

LOCAL OFFICE 3580 Vine Street
Suite 110
Riverside, CA 92507

PROJECT CONTACT Damien Delany, Housing Practice Lead
310.408.5052 Mobile | ddelany@mnsengineers.com

December 16, 2024

December 16, 2024**Guillermo Arreola**

Community Development Director
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

Subject: Request For Proposals (RFP) To Provide Housing Services to Administer the Owner-Occupied Home Repair Program and the First Time Home Buyer Program

Dear Mr. Arreola,

MNS Engineers, Inc. is pleased to submit this response to provide Housing Services to administer the Owner-Occupied Home Repair Program and the First Time Home Buyer Program for the City of South El Monte. This proposal is based on the information provided in the City's Request for Qualifications (RFQ), as well as our familiarity with applicable federal regulations and our considerable experience in administering Housing programs for cities across California.

MNS staff has extensive experience with the administration of Home Repair Programs and First Time Home Buyer Programs for multiple cities throughout California. For example, for the City of Redondo Beach, we utilize program funds that provides emergency home repairs to low-income and disabled homeowners. Our staff also continues to assist the City of Norwalk with their federally funded First Time Home Buyer program, Residential Rehabilitation Program, and updates of Policies and Procedures and as well as general grants administration. We have administered down payment and closing costs assistance to help low-income applicants purchase their first home. We partner with city staff to meet their goals of increasing affordable housing opportunities and providing households with the opportunity to become homeowners.

The proposal has been signed by the individual authorized to represent and bind MNS, and we are unaware of any conflict of interest in MNS performing the work requested by the City. This submittal is valid for 120 days. If you have any questions regarding this submittal, please contact Damien Delany at (562) 200-7177, or ddelany@mnsengineers.com.

Sincerely,

MNS Engineers, Inc.



Damien Delany
Hosing Practice Lead



Peter Minegar, AICP
Vice President - Planning

MNS DETAILS**LEGAL NAME**

MNS Engineers, Inc.

FIRM OWNERSHIP TYPE

C-Corporation

YEAR FIRM ESTABLISHED

1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

State of Incorporation: California
DIR No. 1000003564

CORPORATE OFFICE

201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103
805.692.6921 Office/Fax
mnsengineers.com

LOCAL OFFICE

3580 Vine Street
Suite 110
Riverside, CA 92507

PROJECT CONTACT

Damien Delany
Housing Practice Lead
(310) 408-5052
ddelany@mnsengineers.com

AUTHORIZED SIGNATURE

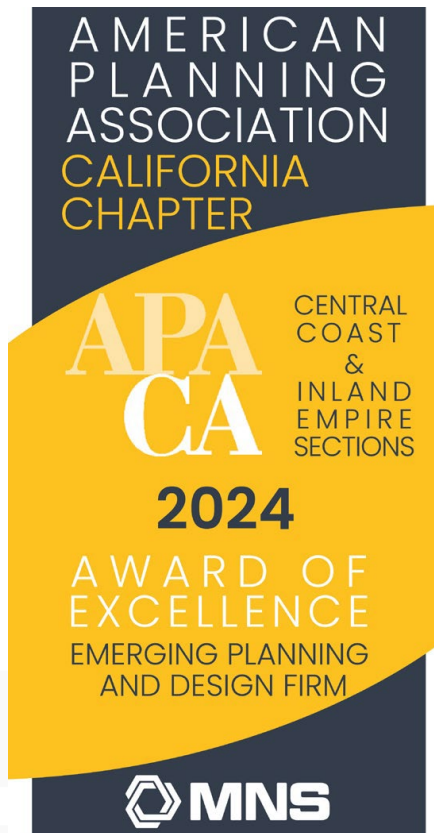
Peter Minegar, AICP
Vice President, Planning
(951) 326-8522
pminegar@mnsengineers.com

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Section 1: Approach and Scope of Work

Approach



Established in 1962, MNS Engineers, Inc. is a C-Corporation that provides professional consulting services to municipalities throughout California. Our company specializes in planning, construction management, civil engineering, and land surveying services. The MNS Planning Team provides a wide range of services including community planning, environmental compliance (CEQA/NEPA), regulatory permitting, entitlement, agency staffing services, municipal finance, and housing. MNS has staff located throughout Southern and Northern California. MNS professionals can truly be on-call to meet the City's needs on any given day.

Our Housing team is particularly skilled in grant administration, boasting of a team that has a collective 80+ years of experience, with a strong focus on Community Development Block Grant (CDBG), Community Development Block Grant Cares Act (CDBG-CV), the HOME Investment Partnerships Program (HOME), HOME investment Partnerships American Rescue Plan Program (HOME-ARP), and the Permanent Local Housing Allocation (PLHA) programs. We also have extensive experience in preparing 5-year Consolidated Plans, with associated First-Year Annual Action Plans and Analysis of Impediments to Fair Housing Choice.

Our staff are well-versed in HUD and HCD policies and procedures, providing meticulous oversight of all aspects of grant administration. Our team's experience spans every phase of HUD- and HCD-funded projects, from initial grant application to final report submission, ensuring that all financial and

performance reports are accurately completed and submitted on time.

MNS supports local public agencies with a full range of on-call planning and housing services, from current and long-range planning and grant administration, staff augmentation and project management services, to on-call CEQA compliance services and economic development. The MNS Planning and Housing Team has extensive experience providing flexible and scalable planning services to public agencies.

Client Commitment

Our mission is to make a positive difference in people's lives. We take great pride in delivering high-quality projects, knowing they will serve our clients, our communities, and future generations for years to come. Our commitment to excellence and long-lasting impact drives everything we do.

Scope of Work

Our staff are well-versed in HCD policies and procedures, providing meticulous oversight of all aspects of grant administration. This includes detailed documentation, timely submissions, seamless coordination, effective consultations, productive meetings, thorough reviews, and all necessary steps to ensure full compliance with federal requirements. Our team's experience spans every phase of federally funded projects, from initial grant application to final report submission, ensuring that all financial and performance reports are accurately completed and submitted on time.

Owner-Occupied Home Repair Program

MNS will administer the CalHome program funds to operate a local Owner-Occupied Rehabilitation Program and shall be responsible for the following activities:

1. Reviewing CalHome program required After-Rehabilitation appraisals for property eligibility under value limits established in the current published NOFA;
2. Originating, underwriting, packaging, and closing CalHome program Loans in accordance with program requirements; and the Department of Housing and Community Development CalHome Program Guidelines
3. Completion of Rehabilitation construction requirements pursuant to the Owner-occupied Rehabilitation Program Guidelines required by Section 7735(a) of the CalHome Program.

Underwriting and construction requirements.

CalHome program Recipients shall develop and employ Owner-Occupied Rehabilitation Program Guidelines submitted to and approved by the Department as addressing the following areas:

- Owner-Occupied Rehabilitation underwriting guidelines including Borrower credit requirements; and
- Rehabilitation construction requirements.

Prior to commencement of Rehabilitation work, an appraisal shall be obtained with the following requirements:

- The appraisal shall be prepared by a state licensed; residential property appraiser chosen by City staff based on recommendations from MNS;
- The appraisal shall take into consideration the estimated value of the rehabilitation work to be completed on the property and shall include the pre-rehabilitated value and the after-rehabilitated value; and
- An appraisal is not required in the case of rehabilitation work on a manufactured home not on a permanent foundation.

Any cash out of escrow to Borrowers is prohibited.

Recipients must obtain title insurance in the amount of the CalHome program Loan at close of escrow.

Fire insurance (and flood insurance where applicable) requirements are as follows:

- Recipient must require Borrowers to maintain insurance on the property in an amount at least equal to the replacement value of the improvements; and
- Recipient must be named as additional loss payee on the policy

First-Time Homebuyer Loan Program

MNS staff have created and administered several first-time homebuyer programs for multiple cities throughout

California. To qualify for the HCD (California Department of Housing and Community Development) First Time Homebuyer program, you must typically be a low-to-moderate income household, meet the county's income limits based on your family size, not have owned a home within the last three years, and intend to occupy the property as your primary residence; you may also need to meet specific property value limits set by the program depending on your location. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.

Key activities in administering the City's First Time Homebuyer program:

- a. Providing information and assistance to First-Time Homebuyers on obtaining maximum amount of first Mortgage Financing pursuant to the underwriting requirements in Section 7731;
- b. Reviewing CalHome program required appraisals for property eligibility under value limits established pursuant to Section 7731(b)(3). The appraised value shall not exceed these limits;
- c. In the case of acquisition of existing housing, the Recipient shall be responsible for inspection of properties to be purchased or a review of Uniform Residential Appraisal Reports, including the Valuation Conditions, to ensure that they conform to the requirements of State Housing Law (California HSC, Section 17910 et seq.);
- d. Ensuring completion by each assisted Household of a Homebuyer Education class that meets the requirements of Section 7722; and
- e. Originating, underwriting, packaging, and closing CalHome program Loans in accordance with program requirements.

MNS Staff have administered down payment and closing costs assistance to help low-income applicants purchase their first home. MNS will partner with city staff to meet their goals of increasing affordable housing opportunities and providing households with the opportunity to become homeowners. We also provide administration of first-time homeowner programs. We have in-house staff that can produce Notices of Funding Availability (NOFA) through customized public announcements including notices in local newspapers and through marketing material that will be included on the City's website and its various social media platforms. Our staff have created and administered First Time Homebuyer Programs for Downpayment and Closing Costs Assistance to help low-income households buy their first home. Our programs have accomplished the following goals:

- Increase homeownership in the City.
- Provide working families with the opportunity to become homeowners.
- Stimulate private and public investment in the City.
- Facilitate the resale of existing housing.
- Strengthen the real estate industry.

Downpayment Assistance

MNS staff have assisted multiple cities with programs designed to provide assistance to lower income persons in the purchase of their first home. Assistance may be provided for the down payment in the purchase of a home. The amount of assistance available depends upon the buyer's qualifications and the price of the home. In general, a buyer may only receive what they need, up to 20 % of the purchase price of the home.

MNS staff will assist the city with reviewing all income documentation to qualify and approve applicants, including any loan processing, appraisals, underwriting services, and deeds of trust. Part of the activities we have perform for down payment assistance program are assisting potential homebuyers are part of an overall applicant packet which includes:

- Purchase Contract
- 1003 Application
- Loan Approval letter with terms
- Desktop Underwriter Summary
- Copy of the Credit report
- Estimated Closing Statement
- Copy of Appraisal and Home Inspection to be provided when available
- Realtor and Title & Escrow company contact information.

In addition to the City loan approval, the property must pass an inspection for lead- based paint hazards and building/health and safety code deficiencies. If a homebuyer is eligible and their home passes inspection, MNS will notify the Homebuyer and Realtor.

Updates with the City of South El Monte

MNS proposes bi-weekly meetings with the City of South El Monte's Community Development Analyst to keep staff updated on all related projects in this proposal. We believe that regularly scheduled meetings with clients offer full transparency during the Home Rehabilitation and First Time Homebuyer programs process. Additionally, it allows MNS to course correct and quickly identify any potential issues that may arise during the process.

Fee Proposal

MNS will provide the services described in the Scope of Services, in an amount not to exceed **\$45,750** as follows:

City of South El Monte Fee Proposal	
Task	Fee
Owner Occupied Home Repair Program	\$ 14,280
First-Time Homebuyer Program	\$ 17,460
Downpayment Assistance	\$ 14,010
Total	\$ 45,750

This total fee for this proposal is fully burdened. Requested services outside the scope of work will be billed on a time and material basis. The fee proposal will have a 5% year-over-year increase for the duration of the three-year contract.

Section 2: Schedule

CalHome Reporting

The CalHome Program Provides grants to local public agencies and nonprofit corporations for first-time homebuyer and housing rehabilitation assistance, homebuyer counseling and technical assistance activities to enable low- and very low-income households to become or remain homeowners.

The Annual Reuse Report must be submitted annually each year by **July 30** for the 20-year Monitoring Agreement term with HCD. The Annual Reuse Report reports all activities from that previous fiscal year (July 1 – June 30).

Owner-Occupied Home Repair Program

Application and Eligibility Assessment (1-2 weeks):

- Submitting application forms with necessary documentation (income verification, property ownership details).
- Initial review of eligibility based on program guidelines.

Property Inspection (1-2 weeks):

- A program representative conducts a thorough inspection of the property to identify needed repairs and estimate costs.

Project Approval (2-4 weeks):

- Review of inspection report, cost estimates, and proposed repairs by program officials.
- Potential negotiations on project scope and funding allocation.

Contractor Selection (2-4 weeks):

- Obtaining bids from qualified contractors.
- Reviewing contractor proposals and selecting the best option based on price, experience, and qualifications.

Construction Phase (Variable, depending on project size):

- Execution of construction work according to approved plans and specifications.
- Regular inspections by program staff to ensure quality and compliance.

Final Inspection (1-2 weeks):

- A final inspection to verify completion of all repairs and adherence to project specifications.

Loan Repayment (varies based on loan terms):

- Regular loan payments according to the agreed schedule.

Factors Influencing Timeline:

1. Project Complexity: Larger or more complex renovations will take significantly longer than minor repairs.
2. Weather Conditions: Adverse weather may delay construction activities.
3. Permitting Process: Obtaining necessary permits from local authorities can add time to the process.
4. Funding Availability: Waiting periods for funding approval may impact the timeline.

First-Time Homebuyer Program

The timeline for buying a house can vary from four weeks to six months or more. The time it takes depends on several factors, including:

Collection of all application paperwork and vetting

Applicants are encouraged to submit complete application packets, which may include for example the previous year's income tax filings for low-mod verification. If applicants have missing items in the application packets, it may take longer to process their application.

Market speed

If the market is moving quickly, you can close on a house more quickly if you make a strong offer right away.

Finding a place

If you have trouble finding the right place or keep getting outbid, the process can take longer.

To qualify for first-time homebuyer programs in California, you'll need to meet certain requirements, including:

- Completing a home buyer education course
- Meeting CalHFA's median income limits
- Having a minimum credit score of 660-680
- Purchasing a primary residence in California

Section 3: Project Team, Key Personnel, and Resumes.

The MNS team members in this proposal have had extensive experience working with jurisdictions throughout the United States. Several of our team members have over 30 years of experience assisting cities in administering federal, state, and local grants. Our staff is well-versed in HCD and LACDA policies and procedures, providing meticulous oversight of all aspects of grant administration. This includes detailed documentation, timely submissions, seamless coordination, effective consultations, productive meetings, thorough reviews, and all necessary steps to ensure full compliance with federal requirements. Our team's experience spans every phase of funded projects, from initial grant application to final report submission, ensuring that all financial and performance reports are accurately completed and submitted on time. MNS is well-equipped to manage all phases of state- and federally funded projects with confidence and accuracy.

Our staff regularly participates in HCD training and technical assistance modules to keep current with changes in regulations to ensure that all projects are keeping up with the most up-to-date parameters. Overseeing the team will be Damien Delany, Housing Practice Lead. The proposed team members include:

- Damien Delany: Housing Practice Lead and Project Manager
- Monika Troncoso: Housing Manager
- Estella Wells, Senior Planner
- Winnie Rebecca: Associate Planner

Resumes

Damien Delany

Housing Practice Lead



Damien Delany has over 40 years of experience in the planning field. He has served as project manager for many community development projects in Southern California. Mr. Delany has coordinated the work of technical staff and subconsultants and administered Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Affordable Housing Programs, Economic Development Programs, CARES Act programs, and other state/federal grant-funded projects and programs. His experience includes, but is not limited to:

CDBG/HOME Services. City of Norwalk / Huntington Park. PROJECT MANAGER. Responsible for administering the City's CDBG and HOME programs with funding received from US Department of Housing and Urban Development (HUD) such as the First Time Home Buyer program, Residential Rehabilitation Program, update of Policies and Procedures and general grants administration.

CDBG Grant Administration. City of Redondo Beach. PROJECT MANAGER. Responsible for administering the City's annual CDBG grant received from US Department of Housing and Urban Development (HUD), performing labor standards compliance, monitoring subrecipients and managing CDBG-funded mobility access and home repair grant programs.

CDBG and CARES Act Program Administration. City of Union City. PROJECT MANAGER. Responsible for the administration and implementation of the City's CDBG programs, CARES Act programs, grant administration, and labor compliance monitoring. Mr. Delany also oversees the Below Market Rate (BMR) home ownership program.

Monika Troncoso

Housing Manager



Firm

- MNS Engineers, Inc.

Areas of Expertise

- State and Federal Grant Administration
- Affordable housing development
- Economic development
- Project Management
- Community development
- Community Outreach

Years of Experience

- 34 Total
- <1 # With MNS (hire date 7/8/24)

34 Prior to MNS

Education

- BA, Business Administration and Economics, California State University, Fullerton
- MA, Public Administration, California State University, Long Beach

Professional Development

- NAHRO

Ms. Troncoso has more than three decades of experience as a former public employee and more recently, providing professional consulting services to municipalities in California. She brings a comprehensive understanding of the complexities involved in federal funding, grant administration, affordable housing financing and development, and economic development. With her comprehensive understanding of the complexities involved in these areas, Monika is well-equipped to provide valuable guidance and support to municipalities seeking to enhance their communities' overall well-being. Her experience includes:

Multiple Projects, City's of Orange; Norwalk; Huntington Park; Oxnard, CA. Senior Housing Advisor/Associate. Monika provided professional consulting services to municipalities related to federal funds and grant administration, housing authorities, affordable housing development, and economic development. (08/2020 to 07/2024) Assisted the cities of Oxnard and Norwalk with the implementation of Housing Authority agreements and policies and procedures for their administrative processes.

Multiple Projects, Troncoso Koos Enterprises, Brea, CA. Municipal Services Consultant. Monika was a professional consultant to municipalities, offering her expertise and guidance on matters related to the use of state and federal funds, affordable housing development, economic development, federal grant administration, historic preservation, and project management. (02/2011 to 02/2022) Need project details from Monika.

Multiple Projects, Urban Futures, Inc., Orange, CA. Principal. Monika provided professional consulting services to various entities, including cities, redevelopment agencies, counties, and housing authorities. One of Monika's key contributions was her ability to develop and implement tailored housing programs that effectively addressed specific community needs. Through her strategic approach, she assisted clients in creating sustainable solutions that promoted affordable housing options and supported community development. (08/2009 to 02/2011) Concentrated on business development and supervised the compliance monitoring division.

Multiple Projects, City of La Habra, CA. *Housing and Redevelopment Manager.* Monika was responsible for supervising the operations of the Redevelopment Agency and Housing Authority and its two mobile home parks, along with a Senior Single Room Occupancy facility. She successfully negotiated property acquisitions on behalf of the agency and prepared agreements accordingly. In addition, Monika prepared and monitored Housing Division budgets and monitored expenditures. She also served as a technical advisor to city staff, the agency and various city boards and commissions on housing and redevelopment matters. (09/2002 to 08/2009) Project managed the acquisition and rehabilitation of over 30 affordable housing units, two Housing Authority-owned mobile home parks, the rehabilitation of two commercial shopping centers and the conversion of a mortuary to the Federally-funded pre-school administrative offices.

Multiple Projects, City of Anaheim, CA. *Project Manager II-Community Development/Affordable Housing Development Division.* Monika coordinated various aspects of property acquisition, disposition, and development for the redevelopment agency. She successfully managed tax-exempt bond and tax credit financed affordable housing projects, ensuring their smooth execution. In addition to her coordination responsibilities, Monika also prepared and monitored regulatory agreements and other relevant documents as needed. She efficiently processed entitlement applications for agency-owned parcels, streamlining the approval process. Monika also played a key role in Community Development Block Grant administration and community outreach efforts. (01/2000 to 09/2002) Project managed the financing and development of over 670 affordable rental units.

Estella Wells

Senior Planner



- MNS Engineers, Inc.

Areas of Expertise

- Project management
- Planning
- HUD regulations

Years of Experience

20

Education

- M.A., Leadership and Organizational Studies, California Baptist University, Riverside, CA
- B.A, French, University of Alabama, Tuscaloosa, AL

Professional Affiliations(s)

- American Planning Association

Estella Wells has 20 years of housing and project management experience. Her projects consist of the monitoring of affordable housing units. Her key strength is the ability to demonstrate knowledge of HOME, Neighborhood Stabilization Program, and Tax Credit compliance monitoring including the understanding of any other Federal, State, or local programs applicable to Housing and Economic Development. She has assisted multiple municipalities meet their regulatory compliance requirements and contractual affordable housing goals. Her experience includes:

State of California, 2025-2029 Consolidated Plan and First Year Annual Action Plan. Prior to joining MNS, Estella was part of the Outreach Team on the State of California's Consolidated Plan, 2024. Her tasks included creation of the online survey and updates to the Citizen Participation Plan.

County of Riverside. Contract staff preparing Assessment of Fair Housing report and conducting community engagement outreach.

City of Monterey. Contract staff overseeing the annual monitoring for the City's Below-Market Rate Program for 23 rental properties.

City of Huntington Park. Contract staff overseeing the applicant qualifications of the Huntington Park Emergency Rental Assistance and Home Repair Programs.

County of San Bernardino. Contract staff overseeing the annual monitoring for the County's Below- Market Rate Program for 23 rental properties.

City of Norwalk. Contract staff overseeing the applicant qualifications of the Huntington Park Emergency Rental Assistance and Home Repair Programs.

City of Union City. Contract staff overseeing the applicant qualifications of the Small Business Assistance Program.

City of Chowchilla. Contract staff overseeing updates to the policies and procedures of an economic development small business development grant program.

City of San Bernardino. Served as Housing Compliance Specialist monitoring, inspecting, and ensuring compliance of 34 affordable housing communities comprised of over 1,072 City funded affordable units. Implemented Division policies and procedures to ensure timely delivery of housing services and related programming compliance with federal, state, and local laws. Functioned as a liaison between Housing staff and

senior management assisting with workflow coordination.

County of San Bernardino. Served as an Economic and Community Development Analyst II monitoring the implementation of the Emergency Solutions Grant program. Prepared funding applications, Consolidated Annual Performance, and Annual Budget reports and other planning documents. Coordinated and monitored subrecipient activities to ensure compliance with funding sources. Researched, prepared, and reviewed requests for proposals, and funding applications. Performed budgetary analysis and ensured adherence to applicable regulations.

Riverside County Economic Development Agency. Monitored over 90 HOME, Redevelopment Agency ("RDA"), Community Development Block Grant ("CDBG"), Neighborhood Stabilization ("NSP"), and BOND County funded housing projects to ensure compliance with federal and state regulations and regulatory agreements. Ensured that affordable rent was being charged to tenants who were in income and rent restricted units. Conducted semiannual review of reports, insurance records, and included unit inspections. Developed and facilitated Monitoring Compliance Workshops.

Winnie Rebecca

Associate Planner



Firm

- MNS Engineers, Inc.

Areas of Expertise

- List here

Years of Experience

- 3 Total
- <1 With MNS
- 3 Prior to MNS

ensuring compliance with non-debarment requirements.

County of San Bernardino, CA. Planner. Winnie collected property inspection data and organized tenant file information, as well as prepared final reports in compliance with HUD HOME regulations.

Ms. Rebecca is an experienced housing and community development planner with a specialization in providing management and technical assistance for programs funded by US Housing and Urban Development grants. She has a proven track record of developing comprehensive plans to enhance community development and economic resilience in various municipalities. Winnie is adept in providing services to clients in community engagement, policy analysis, and ensuring compliance with federal regulation. Her experience includes:

City of Huntington Park, CA. Planner. Winnie prepared HUD reports including the HOME ARP plan, Annual Action Plan, and CAPER, as well as ensured HUD program files met regulatory standards and guaranteed sub recipient was compliant with HUD regulations. She is skilled in program administration for various initiatives, such as Rental Assistance, HOME Repair, and First Time Home Buyer programs.

City of Chowchilla, CA. Planner. Winnie specialized in facilitating loan disbursement requests and final loan forgiveness for businesses for economic loan program funded by CDBG. She was adept at preparing comprehensive files, actively engaging with businesses for documentation, and

Section 4: Qualifications



City of Norwalk – Responsible for administration of CDBG and CARES Act funds, HOME, HOME-ARP, and working with the PHA. Assist the City with their Economic Recovery Stimulus Program, which provides zero-interest loans and possible grants to small businesses affected by COVID-19. Consult on CDBG process for Economic Development and Housing. Provide presentation material, public notices, and staff reports for City Council meetings. Conduct monitoring of CDBG and HOME funded activities to ensure subrecipient organizations are meeting all HUD regulations and provide recommendations to City staff. First Time Home Buyer program, Residential Rehabilitation Program, and updates of Policies and Procedures and as well as general grants administration.



City of Huntington Park - Administration of Community Development Block Grant (CDBG), Community Development Block Grant Cares Act (CDBG-CV), the HOME Investment Partnerships Program (HOME), HOME investment Partnerships American Rescue Plan Program (HOME-ARP), and the Permanent Local Housing Allocation (PLHA). This includes preparing HUD reports including the HOME ARP Allocation Plan, Annual Action Plan, and CAPER, as well as ensuring HUD program files met regulatory standards and sub recipient files were compliant with HUD regulations. We are also preparing the City's 5-year Consolidated Plan, which includes the first-year Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice.



City of Orange – CDBG and HOME program administration including the preparation of the 2025-2029 Consolidated Plan and First Year Annual Action Plan, the 2023-24 CAPER, environmental review, labor compliance, and as-needed staff support and technical assistance.



City of Redondo Beach – CDBG administration, mobility access and emergency repair (MA/ER) administration, Public Service Agency Funding program administration, and preparation of the Analysis of Impediments and 5-Year Consolidated Plan. We also provide the City with as-needed staff support and technical assistance.



City of Chowchilla - Administration for the City's Small Business Loan Program and Economic Development Program utilizing CDBG and CDBG-CV funds from the State of California. Services include grant writing, implementation, and administration (including applicant eligibility, loan underwriting, and reporting).

Section 5: References

Home Rehabilitation and First-Time Homebuyer Programs	
Name of Agency	Contact: Name/ Address/Phone/ Email
City of Norwalk	Rosio Medina Senior Administrative Analyst 12700 Norwalk Blvd, Norwalk, CA 90650 (562) 929-5952 rmedina@norwalkca.gov
City of Huntington Park	Steve Forster Community Development Director 6550 Miles Ave., Huntington Park, CA 90255 (323) 854-6392 sforster@hpca.gov
City of Orange	Jessica Herrera Sr. Administrative Analyst 300 E Chapman Ave, Orange, CA 92866 (714) 744-7273 jherrera@cityoforange.org
City of Redondo Beach	Kelly Orta Community Services 415 Diamond Street Redondo Beach, CA 90277 (310) 697-3365 Kelly.Orta@redondo.org
City of Chowchilla	Mark Hamilton Director of Community & Economic Development 130 S 2nd Street, Chowchilla, CA 93610 (559) 665-8615 mhamilton@cityofchowchilla.org

Section 6: City's Standard Professional Services Agreement

MNS's legal team and insurance provider has reviewed the City's Standard Professional Services Agreement and have noted the following exceptions. MNS welcomes the opportunity to discuss the Standard Professional Services Agreement with City staff, and we are confident develop mutually agreeable contract language.

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services as set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care"). ~~Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.~~

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. subject to Consultant's performance in compliance with the Standard of Care..

~~7.6 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ Dollars (\$____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.~~

As MNS is providing professional services, we request liquidated damages do not apply. If this cannot be removed, MNS will need to know the potential cost of any LD's before we accept any agreements with the City of South El Monte.

Section 7: Addend Acknowledgement

We acknowledge and read Addendum 1 on December 11, 2024.

Section 8: Required Attachments

Please see the following pages for the required attachments that have been signed and notarized.

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am Vice President - Tanya Bilezikjian (title) MNS Engineers, Inc. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- 2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- 4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

- 5) MNS Engineers (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix. I state that (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

Tanya Bilezikjian
(Authorized Signature)

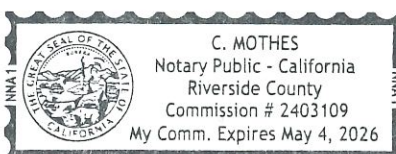
MNS Engineers, Inc / Vice President
(Name of Company/Position)

Sworn to and subscribed before me this day 10th of December, 2024

C. Mothes

Notary Public for California

My Commission Expires: May 4, 2026



ATTACHMENT C

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

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

MNS Engineers, Inc. has not had any of the following events occurring within the last 10 years.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

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

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this ____ day of _____, 2024, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and MNS Engineers, Inc. (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services as set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the “Standard of Care”).

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees, and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred and Twenty Thousand Dollars (\$120,000) or Ten Percent (10%) of the CalHome grant fund for Owner-Occupied Home Repair and Two Hundred Thousand

(\$200,000) or Twenty Percent (20%) of the CalHome grant fund for First Time Homebuyer as allowed per California Department of Housing and Community Development) guidelines (“HCD”) guidelines. (“Contract Sum”).

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the City’s Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement, subject to Consultant’s performance in compliance with the Standard of Care.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but shall not exceed thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding Three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for two (2) additional one-year terms.]

4. COORDINATION OF WORK

4.1 Representative of Consultant. Damien Delany, Housing Practice Lead is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Guillermo Arreola, Director of Community Development [or such person as may be designated by the City Manager] is hereby designated as being the representative authorized by the City to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be null and void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint

enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

5. INSURANCE AND INDEMNIFICATION

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

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of at least \$1,000,000.

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City’s Rights Of Enforcement. In the event any of Consultant’s insurance policies as required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold an amount sufficient to pay the insurance premium from Consultant payments. In the alternative, City may terminate this Agreement in its entirety.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in

the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the

prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures On The Following Page]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

OLIVERAS MADRUGA LAW ORGANIZATION, LLP

Susie A. Altamirano, Interim City Attorney

CONSULTANT:

MNS Engineers, Inc.

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Address: 3580 Vine Street, Suite 110
Riverside, CA 92507

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

ATTACHMENT C
EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- | | |
|---|---|
| A. Program Administration | I. Waiting List |
| B. Marketing (as needed) | J. Customer Relations |
| C. Program Guidelines (Manual) | K. Project File/Management |
| D. Bilingual Capabilities | L. Review and Approval Applications |
| E. Environmental Review (if applicable) | M. Construction/Rehabilitation |
| F. Photos – Before & After Catalog | N. Property Standards (Zoning/Bldg Codes) |
| G. Energy Efficiency | O. Lead-Based Paint (if applicable) |
| H. Final Inspection | P. Final Documentation & Reporting |

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

- A. Updated Program Guidelines (Manual)
- B. Project Files includes photos
- C. Marketing materials

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

- A. Quarterly Reports (Q1 JAN-MAR; Q2 APR-JUN; Q3 JULY-SEPT; Q4 OCT-DEC)
- B. Annual Reports (reports due June 30)

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

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

A. Personnel selected by Consultant.

ATTACHMENT C
EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

ATTACHMENT C

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME
A.	Owner-Occupied Home Repair	10% of Awarded Grant Funding as allowed per HCD (California Department of Housing and Community Development) guidelines	Not-to-exceed \$120,000 or 10% of grant award whichever is less
B.	First Time Homebuyer	20% of Awarded Grant Funding as allowed per HCD (California Department of Housing and Community Development) guidelines	Not-to-exceed \$200,000 or 20% of grant award whichever is less

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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

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

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

ATTACHMENT C

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**
 - A. All projects shall be completed as requested by the City, and shall be completed prior to May 30, 2028. Both parties agree that all services rendered shall be covered by the CalHome Grant Funds.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. Quarterly Reports (Q1 JAN-MAR/ Ends March 30 Due: April 30; Q2 APR-JUNE/ Ends June 30, Due: July 31; Q3 JULY-SEP/ Ends: Sept 30, Due: Oct 31; Q4 OCT-DEC/ Ends: Dec 31, Due: Jan 31) These reports are due within 30 days of the quarter ending date.
 - B. Annual Reports (reports due June 30)
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

Agenda Item No. 7.e.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP)
FOR COMPREHENSIVE MANAGED INFORMATION
TECHNOLOGY (IT) SERVICES

SUMMARY: Staff seeks City Council approval to solicit proposals from qualified firms to provide comprehensive managed information technology services.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for comprehensive managed information technology services and authorize staff to solicit proposals.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact for soliciting proposals. Depending on the proposals received, the overall comprehensive managed information technology cost could decrease and become more predictable.

DISCUSSION: Since an RFP has not been solicited since 2017, the City recommends exploring other competitive options and IT Services, in light of changing technology and industry demands.

With an RFP for comprehensive managed information technology services, staff seeks to consolidate the I.T. Services, Cloud Backup Services, and Additional Services, into a singular platform and isolate the cost of any supplies, equipment, or software from a professional services contract to have better oversight and cost control over I.T. activities. As such, the City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide a comprehensive managed information technology services which are easier to understand, predict, and oversee.

Staff recommends City Council approve the RFP for comprehensive managed information technology services (Attachment A) and authorize staff to solicit proposals.

ATTACHMENT(S):

A. RFP

ATTACHMENT A

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION
TECHNOLOGY SERVICES FOR THE CITY OF SOUTH EL
MONTE, CALIFORNIA**

February 19, 2025



DELIVERY ADDRESS

City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Masami Higa,
Director of Finance

CONTACT INFORMATION FOR INQUIRIES

contact via e-mail only; no telephone calls
Masami Higa
Director of Finance
mhiga@soelmonte.org

REQUIRED NUMBER OF PROPOSALS

Two (2) hard copies and one (1) electronic
Copy (pdf)

PROPOSAL DUE DATE

March 27, 2025, 4:00 p.m.

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Attachments:

Attachment A – Affidavit of Non-Collusion

Attachment B – Sample Professional Services Agreement

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION
TECHNOLOGY SERVICES FOR THE CITY OF SOUTH EL
MONTE, CALIFORNIA**



To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms to Provide a Comprehensive Managed Information Technology Services.

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 4:00 p.m. on March 27, 2025, to:

City of South El Monte
City Clerk's Office
1415 Sant Anita Ave.
South El Monte, CA 91733
Attn: Masami Higa, Director of Finance

If you have any questions, please contact via email (no telephone calls):

Masami Higa
Director of Finance
mhiga@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Masami Higa
Director of Finance
City of South El Monte

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE A COMPREHENSIVE MANAGED INFORMATION
TECHNOLOGY SERVICES FOR THE CITY OF SOUTH EL
MONTE, CALIFORNIA**

February 19, 2025

1. GENERAL INFORMATION

A. History and Community Profile

South El Monte, located approximately 18 miles east of downtown Los Angeles, lies in a geographic region known as the San Gabriel Valley. The City is bound on two sides by the San Gabriel Valley's two major drainage features: the Rio Hondo River to the west and the San Gabriel River to the east. Both rivers are contained within concrete-lined channels and flow into the Whittier Narrows immediately south of South El Monte. Whittier Narrows is a regional open space resource and flood control feature formed by significant erosion between the Puente and Merced Hills.

The area that is now South El Monte was originally part of two Spanish land grants given to early settlers. The lands were used for ranching and other agricultural pursuits through the 1930s. Leading up to and following World War II, however, the region experienced significant industrial growth, with an accompanying boom in the housing market. South El Monte, due to its location adjacent to rail lines and new freeways, successfully attracted a broad base of industry.

The growth of industry during this period, together with local desires to protect and utilize the increasing tax revenues, led local businesses and residents to petition for incorporation. The City of South El Monte incorporated on July 30, 1958, encompassing approximately one square mile, with approximately 3,900 residents.

Between 1958 and 1980, a series of annexations grew the City to 2.85 square miles and approximately 16,000 residents. Through this period, industry remained the major driver of the City's economy, with roughly 1,100 businesses. During the 1980s and 1990s, South El Monte experienced gradual growth resulting primarily from further annexation of peripheral lands. Starting with the early 2000s, the City's residential population has remained close to 20,000 until the present day.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base with a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon, where both the residents and business community are working together to make the community a better place to live and work.

B. Governance and Oversight

The City of South El Monte consists of a five-member elected City Council (with elected Mayor) and an appointed City Manager. There are eight departments: City Manager, City Attorney (appointed by Council), City Clerk (appointed by Council), Finance, Human Resources / Risk Management, Public Works, Community Development, and Community Services. The Management Team consists of the following:

City Manager - Rene Salas
Interim City Attorney - Susie Altamirano (of Olivarez Madruga Law Organization, LLP)
City Clerk – Adrian Garcia
Director of Finance – Masami Higa
Director of Human Resources/Risk Management – Iyob Tessema
Director of Public Works – Currently Vacant
Director of Community Development – Guillermo Arreola
Director of Community Services - Ariana De La Cruz

City Council-appointed officers serve at the will of City Council, and other directors serve at the will of City Manager. Information Technology is overseen by the Director of Finance.

For more information, the City's Audited Financial Statements and Adopted Budgets are available on the City's website at (<https://www.cityofsouthelmonte.org/167/Finance>).

C. Background

City currently contracts with Advanced Microcomputing Concepts (AMC), Inc. (<https://amcmoernit.com/>) for its I.T. needs: Client help desk support, desktop support, system, network and security administration, software, hardware, network troubleshooting, and specific project development, implementation, and support. AMC's activities are currently overseen by the Finance Department with close coordination between all user departments.

The last RFP for I.T. Services was conducted in September of 2017, where the I.T. environment of the City was significantly different, where the City maintained servers in its basement. Presently, the City no longer has any servers, with everything hosted on the cloud, with many of the City's major software licensed as a SaaS, with backup and security provided by the software vendor. Therefore, presently, it is becoming increasingly difficult for both parties to adhere to the I.T. Services Contract entered into many years ago, to interpret what was intended to be included or excluded from its scope, and what is considered Additional Services under the contract, including no clear terms for markup should AMC act as a retailer of supplies, equipment, and software in conjunction with providing Additional Services to the City.

The City believes that an open competition for I.T. services provide the City with the best results for its public dollars. As such, the City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide a comprehensive managed information technology services which are easier to understand, predict, and oversee.

CITY OF SOUTH EL MONT E									
ANNUAL BUDGET									
FISCAL YEAR 2024-2025									
DIVISION:				ACCOUNT NO:					
INFORMATION TECHNOLOGY				01-130-1330					
BUDGET REQUEST JUSTIFICATION									
Acct #	Description:						Amount:		
5215	Contract Services-Professional								
				IT Services (82 Users X \$165/month)			162,360		
				Cloud Backup Services (5 Terabytes X \$150/month)			0		
				The City no longer has any servers to be backed up					
				Additional Services:					
				Azure Annual Subscription for Accella LMS			1,591		
				Azure Resource Cleanup			3,000		
				Microsoft 365 Licensing Resell			56,832		
				Microsoft autopilot for automating laptop setups			10,000		
							233,783		
5406	Departmental Supplies								
				Estimated replacement of laptops			27,000		
				Estimated replacement for workstations			3,000		
							30,000		
5715	Utility-Phone/Cell Phone								
				Estimated City-wide cell-phone cost (First Net/T-Mobile)			72,000		
5931	Software Licenses								
				ClearGov budgeting software annual license			17,922		
				Canva (flyer software annual license)			125		
				Constant Contact (email blast software annual license)			1,800		
				GoGov - GORequest Citizens Management subscription			6,600		
				GoGov - GOEnforce Code Enforcement subscription			5,000		
				Disability Access Consultants - annual license			2,000		
				NeoGov Human Resources Software (HRIS) - For applicant tracking system, policy management, employee onboarding, electronic forms, and performance management, Analytics and Reporting (\$20,000)			20,000		
				PageFreezer (\$2500)			2,500		
				Adobe Creative Cloud (\$700)			700		
				ESRI GIS Licensing Renewal \$800			800		
				CoStar Licensing \$6,400			6,400		
				Laserfiche - Cloud Service (City Clerk archive)			18,250		
				Laserfiche - Departmental Repositories			38,560		
				Tyler Incode accounting software annual license			50,729		
				Carahsoft Technology Corp. (Accela) -			43,550		
				Senior Registration Software License			1,500		
							216,436		
5932	Subscriptions								
				Adobe Sign			1,000		
				Cable service (Charter)			600		
				Internet Service (9274) ATT Fiber Line			3,960		
				Telnyx Phone Service			4,200		
							9,760		
5950	Equipment Leases						24,000		
				Xerox - Printers and Copiers (6 total)					
				Public Safety (C8145H2)					
				City Hall Copy Room (XC9070)					
				City Hall CM (C8145)					
				Community Center (C8155)					
				Senior Center (C8155)					
				Public Works Yard (B615)					
							585,979		

2. PURPOSE OF RFP

The purpose of the Request for Proposals for a Comprehensive Managed Information Technology Services is designed to strengthen the cost-effectiveness, quality, and productivity of the City of South El Monte, using current secure technology, planning for short-term and long-term I.T. goals, to provide excellent public service.

3. SCOPE OF SERVICES

The following is a list of some of the services required but should not be seen as all inclusive.

- 1) Provide strategic planning and oversight of the City's IT program.
 - a. Identify trends in use of IT for municipal service delivery.
 - b. Identify solutions to support City strategic goals and objectives.
 - c. Identify critical integration issues based on current projects and future initiatives.
 - d. Recommend policies, procedures, and standards for implementation and use of IT.
 - e. Provide input and review of Requests for Proposals (RFP) related to IT services.
 - f. Assist with vendor negotiations on IT projects.
 - g. Provide recommendations for additional services to provide enhanced IT services when needed.
 - h. Assist City with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades.
- 2) Provide experienced project managers to provide management of projects on an as-needed basis from vendor selection to implementation.
- 3) Provide desktop and network support to City Staff.
 - a. Desktop Administration and Support:
 - i. Install personal computers, laptops, printers, copiers, peripherals, configuring laptops and desktops for standard applications and network services, identifying and correcting end user hardware problems, and performing advanced troubleshooting.
 - ii. Document and track all help desk tickets whether received from ticket tracking system, phone input, email, or in person.
 - iii. Ensure that a list of software and hardware inventory, license, and warranty expirations is kept current.
 - iv. Provide ongoing hardware maintenance of the LAN(s) consisting of all computers, servers, printers, and other peripherals.
 - v. Provide system upgrades including but not limited to:
 1. Operating system upgrades
 2. Application upgrades
 3. Hardware upgrades
 4. Virus Protection
 5. Spam filtering

- vi. Coordinate resolution of software problems with software vendor.
- vii. Provide support for the City's document imaging and scanning systems, GIS applications, and other applications as identified by the City.
- viii. Ensure efficient daily operation of PCs and network.
- ix. Maintain an up-to-date inventory of all City computer-related hardware and make available to City personnel upon request.

b. Network Administration

- i. Provide regular review and evaluation of the City's network to ensure optimum operations and security.
 - 1. Network access including but not limited to:
 - a. New user account creation.
 - b. Disabling or deleting obsolete user accounts.
 - c. Assigning security permissions.
 - d. Issuing VPN access.
 - e. Vendor account creation.
 - f. Multi-Factor authentication.
- ii. Provide Monitor and alert notifications to firm's IT staff on failure or potential failure of critical equipment; alert notifications to designated City personnel in the event of failure.
- iii. Provide network security and maintain a virus detection programs on City servers, emails and all other computers and laptops. Ensure remote access is secured.
- iv. **Provide off-site file backup and disaster recovery.**
- v. **Network printing.**
- vi. **Email administration.**
- vii. **Documentation.**
- viii. **Server maintenance, if applicable.**
- ix. **Firewall administration support.**
- x. **Internet support.**
- xi. **Network outages.**
- xii. System Backup: The IT network, including all files on the servers (if applicable), are backed up daily. Consultant shall ensure that backup processes are scheduled and performed successfully, and that backup media are accessible and files can be successfully restored.
- xiii. Perform an external penetration test for the network annually.

- 4) Provide quotes for procurement of IT related equipment.
- 5) Provide installation and repair of all IT related equipment including configuration changes, and installation of patches and upgrades.
- 6) Provide reports within specified timeframes.
- 7) Provide quality information services and technological deliverables, including project planning and execution. Provide technical leadership for server technology issues.

- 8) Develop mechanisms for improving the City of South El Monte utilization of its current technological resources.
- 9) Improve the overall cost-effectiveness of City-wide operating expenses and capital outlays associated with technological services and future purchasing and technology needs.
- 10) Take over and complete phased IT infrastructure refresh project across City-wide departments covering end of life hardware and software assets and to configure a network environment that is built on best practices.
- 11) Provide monthly management level status reports to review work performed, network availability, help desk ticket summary, security issues and concerns. Attend weekly status meetings either in-person or remotely.
- 12) Provide Council meetings and special meetings support and manage audio and visual equipment including recording and streaming of bi-weekly Council meetings and special meetings (mostly evening meetings) with on-site support on request as required.
- 13) Provide cybersecurity across all City locations. The City has deployed a robust, multilayered approach to security-focused technologies by mainly adopting Microsoft solutions across the board (Microsoft 365 and Azure AD). The City will require the selected vendor develop Cyber Security and various compliance plans in partnership with City Departments, which ultimately ensure training is distributed to end-users.
 - a. Monitoring & Management of the existing DNS Security and content filtering system.
 - b. Monitoring & Management of the existing Anti-malware System.
 - c. Monitoring & Management of the existing Next-Gen Anti-virus and Security system.
 - d. Monitoring & Management MFA across multiple platforms which utilize MFA.
 - e. Training and regular simulated phishing exercises for all users in the following areas - Social Engineering Training, Phishing Training, General Cyber security training, Training of account team staff on fraudulent transactions.
- 14) Provide procedures and planning for Incident Response, Disaster Recovery & Business Continuity plans.

Staffing Requirements:

One Information Technology Site Lead – 32 hours per week with Site-Lead on-site four (4) times a week for four to eight (4 to 8) hours per visit and flexibility to respond to critical issues or requests. Responsible for overall system support ensuring efficient daily operation of PCs and network. The Site Lead serves as a technology advisor for the City and will work directly with staff liaison(s) to provide exceptional customer care.

Availability of unscheduled support or after hours and emergency services. Provide a Service Level Agreement (SLA) target matrix with response times.

4. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	Monday, February 19, 2025
Deadline for Receipt of Questions	Thursday, March 6, 2025
Addendum (if necessary) to Respond to Questions	Thursday, March 13, 2025
Deadline for Receipt of Proposals (RFP Due Date)	Thursday, March 27, 2025, 4:00 p.m.
Evaluation of proposals	April 2025
Final Selection	April 2025
Contract Awarded by City Council	May 2025
Contract Execution	May 2025
Transition/Onboarding	June 2025

5. ADDENDA

Any addenda issued by City shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

The City will make reasonable efforts to deliver any addenda to all Proposers whom the City knows have received the RFP and have provided a street address or email address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda. Addenda, if any, will be mailed and/or emailed to all applicants.

At any time before the proposal deadline, the City may issue Addenda withdrawing the RFP or postponing the proposal deadline. The City will treat transmittal of Addenda to potential recipients by U.S. mail, fax, or e-mail as sufficient notice of the changes made by the City.

6. SUBMISSION OF PROPOSALS

All RFP proposals shall be submitted to:

**City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Masami Higa, Director of Finance**

To be accepted and considered, proposals are to be submitted in hard copy, with two (2) hard copies and one (1) electronic copy of the Proposal in a PDF format, to be delivered to **MASAMI HIGA, Director of Finance, located at 1415 Santa Anita Avenue, South El Monte, California 91733, by MARCH 27, 2025, at 4:00 pm (PDT)**. No late submittals will be accepted. City's Designated Contact for this RFP is: MASAMI HIGA, Director of Finance, mhiga@soelmonte.org.

The proposals must bear the Proposer's name and address and must be clearly marked as follows:

- **Envelope 1:** Proposal, 2 copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:

**PROPOSAL TO PROVIDE A COMPREHENSIVE MANAGED
INFORMATION TECHNOLOGY SERVICES**

- **Envelope 2:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:

**FEE PROPOSAL TO PROVIDE A COMPREHENSIVE MANAGED
INFORMATION TECHNOLOGY SERVICES**

All Proposals must be submitted in the legal name of the organization and must be signed by an authorized representative of the organization who has the legal authority to enter into an agreement with the City. It is recommended that Proposals be submitted on paper that contains at least 30% recycled content and printed on both sides (duplex).

Please note that Proposals must be submitted personally by the Proposer or an employee or officer of the Proposer's company. City will not accept proposals submitted by mail, overnight courier (e.g., UPS, FedEx etc.), facsimile or electronic mail.

City also reserves the right to extend the RFP Submission Deadlines at any time and for any reason, including for the purpose of requesting additional information from Proposers. With respect to timely submitted proposals, the City reserves the right to waive irregularities, informalities or defects in any or all responses.

Each submitted proposal shall remain valid and binding for a period of 180 days from the Submission Deadline.

All Proposals and documents submitted will become the property of the City and shall be regarded as public records of the City. Proposals and other materials submitted by a Proposer may be disclosed to the public, except where applicable exemptions from disclosure apply as determined by City or where the Proposer has specifically marked a specific document as being confidential and/or proprietary. Such confidential documents may include financial information provided by the Proposer to the City. The foregoing notwithstanding, proposals shall remain confidential until such time as the City Staff presents a list of responsive Proposers to the City Council, which shall be posted on the City's internet homepage along with all submitted proposals.

Use of the City seal is prohibited on any documents without City authorization. Consultants shall not include City seal in their proposals without authorization.

7. MODIFICATION OF PROPOSALS

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the Submission Deadline. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

No amendments, additions or alterations will be accepted after the Submission Deadline, unless requested by the City.

8. WITHDRAWAL OF PROPOSALS

A. *Before* the Submission Deadline:

A Proposer may withdraw a Proposal, by giving written notice, signed by the Proposer. A withdrawal must be addressed as follows and delivered to:

**City of South El Monte
City Clerk's Office
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Masami Higa, Director of Finance**

For a withdrawal to become effective, City must receive the Proposer's written request for withdrawal before the proposal deadline. City will not accept or consider a Proposer's verbal, telephonic, facsimile, or email request for modification or withdrawal of a proposal.

If a Proposer withdraws its proposal, the withdrawal will not prejudice the Proposer's right to submit a new proposal, if the new proposal is submitted: (1) following the RFP's requirements, and (2) before the proposal deadline.

B. *After* the Submission Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least 180 calendar days following the RFP Proposals' opening on March 27, 2025, subject to the exception described in the next paragraph below. City may extend the 180-day period upon the City's written request and upon the affected Proposer's written approval.

City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to an error in judgment, or carelessness in reading the RFP or the proposed Contract.

9. CONSULTANT SELECTION METHODOLOGY

The proposals will be evaluated based upon several factors. These factors may include:

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	25
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience	25
Total Points	100

As part of the evaluation, the City will also contact references listed in the proposal.

City Selection Panel will review the proposals received for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals, which appear to be compliant, will be evaluated on a point system (0-100 points, with 100 being the best possible score) in accordance with the Evaluation Criteria above and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top three (3) ranked consultants so that it may ask further questions, obtain clarification and if desirable, attempt to negotiate modifications or refinements to the proposal that may be in the best interest of the City. The purpose of any such requests for clarifications or interviews shall be to ensure the City staff's full understanding of the Proposer's ability to perform the services required by this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

All contacts made with the City during the evaluation, review and selection process shall be through Masami Higa, Director of Finance. Attempts by the Proposer to contact any other City representative during the review and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by City staff upon receiving a written statement from the Proposer about this RFP process.

10. OBJECTIONS TO FINDINGS OR DETERMINATIONS OF CITY STAFF

If a Proposer objects to the findings or determinations of City staff as to its own proposal or the proposal of another proposer, then the objecting Proposer may submit written objections to City staff's findings or determinations. Persons who have not submitted a proposal are not eligible to submit written objections but may offer public comment at the meeting of the City Council where the award of one or more contracts will take place. The submission of such objections shall be subject to the following procedures:

- (a) Objections must be submitted in writing with Masami Higa, Director of Finance, within five (5) calendar days of the submission deadline. Such written objections must be submitted by personal delivery, U.S. mail or overnight courier. Objections submitted after the objection period will be deemed untimely and the City reserves the right to disregard such untimely objections. Objections postmarked or submitted with an overnight courier prior to the submission deadline for objections but received by the Masami Higa, Director of Finance, after the submission deadline for objections has passed will also be deemed untimely.
- (b) The written objection **must** state, in detail and with specificity, the grounds for the objection and include, all facts, supporting documentation, legal authority and/or argument(s) in support of the objection. Any objections or concerns not set forth in the written objection packet submitted with the Masami Higa, Director of Finance, shall be deemed waived. All factual contentions must be supported by competent and credible evidence as opposed to hearsay or rumor. A Proposer who submits written objections shall also include any and all records, documentation or other corroborating evidence which supports the objection.
- (c) The written objections must include the name, address and telephone number of the objector as well as the primary contact person for purposes of obtaining additional information or clarification. If a Proposer objects to the proposal of another Proposer or any finding or determination of City Staff with respect to another Proposer, the Proposer filing a written objection must also deliver or mail a copy of all materials filed with the Masami Higa, Director of Finance, to the objected Proposer. Proposers whose proposals are the subject of a written objection may submit rebutting statements and evidence by or before the meeting at which the City Council will be asked to consider the award of one or more contracts.

- (d) The City Council will take any objections under consideration as part of any final decision to award any one or more contracts under this RFP.
- (e) All of the foregoing notwithstanding, all Proposers are advised that this RFP is intended to give City staff and the City Council the broadest discretion possible to award a contract. No one factor or set of factors, whether positive or negative, shall necessarily be determinative or dispositive as to the City Council's final decision to award one or more contracts. Both City Staff and the City Council will weigh and consider a multiplicity of factors in an attempt to determine which Proposer or set of Proposers offer the City the best overall value and serves the best interests of the community and City. While the City encourages proposals that meet or exceed all of the baseline requirements of this RFP, the City reserves the right to award a maximum of one contract(s) to Proposers whose proposals may not necessarily satisfy every requirement. City staff and the City Council further reserve the right to condition the award of any contract on a Proposer's willingness to modify or amend their proposal in a manner that provides the City with the best value in the judgment of the City Council. The City Council reserves the right to reject the City staff's evaluation or determinations on any one or more factors and may also give greater weight to one factor or set of factors over another in making its final decision. Again, the City intends to give itself the broadest discretion possible in making any final decision to award a contract.

City staff and the City Council shall be under no obligation to consider any objection that does not comply with the objection procedures set forth in this section.

11. CITY COUNCIL REVIEW AND APPROVAL

City staff shall provide its recommendations to the City Council at a public meeting, which is projected to occur on May 6, 2025. The City Council will be provided with a staff report prepared by City Staff, which will include an overview of each Proposer's qualifications, a copy of each proposer's proposal, and recommendations by City Staff.

Following staff's presentation, public comment and the receipt of any other public testimony, the City Council will be given an opportunity to deliberate on the matter and then take action to determine which proposer, if any, will be awarded the Contract. The City Council may accept, reject or reweigh the evaluations by City staff, in whole or in part. The City Council's final decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal(s) provide(s) the best value and offers the optimal combination of factors. The City Council reserves the right to further negotiate the specific requirements and compensation structure with selected Proposer(s) in the interest of securing the best terms for the City and the public.

12. CONTRACT AWARD

If the City Council determines, after the completion of the contract negotiation process, to award the Project, an agreement shall be sent to the successful proposer for signature. Once signed copies have been returned to the City, the agreement shall be submitted to the City Council for review and approval. It should be noted that the City Council may, at its sole discretion, choose to reject or modify any or all of the agreements resulting from this RFP. The City hereby reserves the right to award the agreement(s) to the Proposer(s) which, in the sole judgment of the City, serves the best interests thereof. No proposal shall be binding upon the City until an agreement is signed by duly authorized representatives of both the successful proposer and the City.

13. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Please submit your Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule of Services: Provide a project a detailed schedule. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.

Section 3. Project Team, Key Personnel and Resumes: Key personnel will be an important factor considered by the review committee. It is imperative that the key personnel providing the I.T. services have the background, experience, and qualifications to complete the project. Changes in key personnel may be cause for rejection of the proposal.

Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

Section 4. Company Qualifications: Provide qualifications and previous experience of prime consulting firm and sub-consultants supplying like services and/or equipment to similar public agencies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

Section 5. References: Provide five (5) Public Agency references for similar projects, along with the names and telephone numbers of contact persons.

Section 6. Proposal Exceptions to City's Standard Professional Services Agreement (see Attachment B. Sample Professional Services Agreement): The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and agreement. Please include the following:

- (1) Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- (2) Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

Please note that the City does not guarantee that any revisions to the contract will be accepted. If there are no exceptions noted in the Proposal, it is assumed the Proposer will accept all conditions and requirements identified in Attachment B - Sample Professional Services Agreement. Items not excepted will not be open to later negotiation.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Disclosures: This section shall include a complete disclosure of any alleged significant prior or ongoing contract failures, any criminal litigation or investigation pending which involves the Proposer, a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

Section 9. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

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

PLEASE NOTE: The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

14. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope. Include the proposed costs to provide the services desired. Include any other cost price information that would be contained in a potential agreement with the City. In addition, include the cost for extra after-hours services or any other services that are considered optional additions, such as hourly rate schedule for services outside of the scope of work of the flat base contract.

15. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Masami Higa
Director of Finance
mhiga@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

16. GENERAL INSTRUCTIONS AND REQUIREMENTS

a) FIRMS OR PERSONS INELIGIBLE TO SUBMIT A PROPOSAL

To avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- i. The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.
- ii. The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

b) PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel, or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award

c) INSURANCE REQUIREMENTS

The Proposer, at the Proposer's sole cost and expense and for the full term of the Contract or any extension thereof, will be required to obtain and maintain, at a minimum, all of the insurance requirements outlined in **Attachment B**.

d) CONFIDENTIALITY OF PROPOSALS

If a member of the public demands in writing to review portions of proposals which have been marked or identified as confidential, proprietary, or business secrets, the City will notify the Proposer prior to the release of such portions. The Proposer shall take such legal actions as it deems necessary to protect its interests. If the Proposer has not commenced such actions within five (5) calendar days after receipt of the notice from the City of a demand to review such portions of its proposal and provided the City written notice of the actions, the City may make such portions available for review by the public as the City deemed necessary to comply with State law.

The Proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing the City for its administrative and legal costs and judgments involved in defending itself in actions arising from such assertions by the Proposer. By submitting a proposal with portions marked confidential, proprietary, business secrets, or the like, the Proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

e) PUBLIC RECORDS ACT

Proposals submitted to the City under this RFP and the documents constituting any agreement entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Gov. Code §§ 7290.000, et seq.).

Those elements in each proposal which Proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by Proposer. The City will use its best efforts to inform Proposer of any request for disclosure of any such document. The City shall not in any way be held liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information, the Proposer considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of a Proposer's proposal marked "Confidential", "Proprietary", or "Trade Secret", Proposer shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, Proposers are instructed to enclose all "Confidential", "Proprietary", or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of an agreement resulting from an RFP, the City shall not in any way be held responsible for disclosure of any "Confidential", "Proprietary", or "Trade Secret" documents that are not contained in envelopes and prominently marked.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

ATTACHMENT A	Affidavit of Non-Collusion
ATTACHMENT B	Sample Professional Services Agreement

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

I state that:

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

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

(Authorized Signature)

(Name of Company/Position)

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this _____ day of _____, 2025 by and between the CITY OF SOUTH EL MONTE, a California municipal corporation (“City”) and (“Consultant”). City and Consultant may be referred to individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If

Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing

the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK.

4.1 Representatives and Personnel of Consultant.

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

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION.

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given

coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION.

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

“works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum \$ (_____)

_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal Corporation

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, City Clerk

APPROVED AS TO FORM:

OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

Susie Altamirano, Interim City Attorney

CONSULTANT

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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☐ CORPORATE OFFICER

TITLE(S)

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☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

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

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

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

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

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

- A.
- B.
- C.

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



City Council Agenda Report

Agenda Item No. 7.f.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Andres Gonzalez, Senior Public Works Analyst

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-015, APPROVING THE ALLOCATION OF PROPOSITION A FUNDS FOR THE PURCHASE AND INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT THE CITY'S TRANSPORTATION YARD AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE AGREEMENT

SUMMARY: The City of South El Monte was awarded a grant through the Federal Transit Administration's ("FTA") Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities. The grant funded the replacement of two gas-powered aging transportation vehicles with two fully electric Ford E-Transit Vans. To support these new vehicles, staff is requesting an allocation of \$31,000 from Proposition A funds for the purchase and installation of two EV charging stations at the City's Transportation Yard.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-015 to allocate \$31,000 from the City's Proposition A Local Return funds to cover the purchase and installation of two EV charging stations;
2. Allocate \$31,000 from Proposition A funds for the installation of two EV charging stations; and
3. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The total cost for the installation of two EV charging stations is \$31,000. This project will be funded using Proposition A funds, which have sufficient capacity to cover the expense. There will be no impact on the City's General Fund. The cost includes \$8,203 for the charging units and software from Ford Pro and \$22,700 for the installation of the EV charging stations by Renaissance Construction.

DISCUSSION: In 2023, the City of South El Monte was awarded a grant through the FTA's Section 5310 Program to enhance the mobility of seniors and individuals with

disabilities. This funding enabled the replacement of two aging transportation vehicles with fully electric Ford E-Transit Vans.

To support the operation of these electric vehicles, the City's Transportation Division has identified the need for EV charging stations at the Transportation Yard, aligning with the City's commitment to sustainable practices and clean energy solutions.

Staff solicited proposals from three vendors for the installation of two Level-2 EV charging stations:

- A-Z Bus Sales: \$116,199 – Includes installation, a 5-year software license, and maintenance.
- EVCS: \$45,384 – Includes installation, a 2-year software license, and 3 years of maintenance.
- Ford Pro: \$30,903 – Includes installation of two Level-2 EV chargers, a 5-year software license, an extended service plan, and dual pedestal charging units with cables. Note: \$8,203 for the charging units and software from Ford Pro and \$22,700 for the installation of the EV charging stations by Renaissance Construction.

Staff determined that Ford Pro, in partnership with Renaissance Construction for installation, offers the most cost-effective and comprehensive solution. Their proposal includes a 5-year software license and extended service plan at a significantly lower cost compared to other vendors.

By approving this request, the City Council will enable the Transportation Division to support its operational needs and further the City's goals of sustainability and environmental responsibility. Staff recommends adopting Resolution No. 25-015 to approve the project and fund the installation of the EV charging stations.

ATTACHMENT(S):

- A. Resolution 25-015
- B. Renaissance Construction Agreement_FINAL
- C. Ford Pro™ Documents

ATTACHMENT A

RESOLUTION NO. 25-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE APPROVING THE ALLOCATION OF \$31,000 FROM THE CITY'S PROPOSITION A LOCAL RETURN FUNDS FOR THE PURCHASE AND INSTALLATION OF TWO EV CHARGING STATIONS AT THE CITY'S TRANSPORTATION YARD AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE THE AGREEMENT.

WHEREAS, in 2023, the City of South El Monte ("City") was awarded a grant through the Federal Transit Administration's (FTA) Section 5310 Program – Enhanced Mobility of Seniors and Individuals with Disabilities, which funded the replacement of two aging transportation vehicles with fully electric Ford E-Transit Vans; and

WHEREAS, in order to support the operation of these fully electric vehicles, the City's Transportation Division has identified the need to install two EV charging stations at the City's Transportation Yard; and

WHEREAS, City staff solicited proposals from three vendors for the installation of the EV charging stations; and

WHEREAS, City staff determined that the proposal from Ford Pro, in partnership with Renaissance Construction for installation, offers the most cost-effective and comprehensive solution, totaling \$31,000, which includes \$8,203 for the charging units and software from Ford Pro and \$22,700 for the installation of the EV charging stations by Renaissance Construction; and

WHEREAS, the City desires to enter into an Agreement with Ford Pro, in partnership with Renaissance Construction for the installation of EV charging stations at the City's Transportation yard;

WHEREAS, the funding for this project will come from the City's Proposition A Local Return funds, which have sufficient capacity to cover the \$31,000 cost, with no impact to the City's General Fund; and

WHEREAS, it is necessary for the City Council to adopt a resolution to allocate \$31,000 from the Proposition A funds to cover the purchase and installation of the two EV charging stations at the City's Transportation Yard.

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

SECTION 1: The City Council of the City of South El Monte hereby finds that the above recitals are true and correct and incorporate them herein by reference.

SECTION 2: The City Council hereby approves the allocation of \$31,000 from the City's Proposition A Local Return funds to cover the purchase and installation of two EV charging stations at the City's Transportation Yard.

SECTION 3: The City Council hereby authorizes the City Manager to execute the Agreement by and between the City and Ford Pro, in partnership with Renaissance Construction, along with all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4: The City Council hereby authorizes the City Attorney to amend the agreement as to form.

SECTION 5: This resolution is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 6: If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7: The City Clerk shall certify to the passage and adoption of this resolution.

SECTION 8: The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

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, hereby certify that the foregoing Resolution, being Resolution No. 25-015, 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 18th day of February 2025, 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

ATTACHMENT B

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND RENAISSANCE CONSTRUCTION

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (hereinafter “Agreement”) is made and entered into this 18th day of February 2025 by and between the CITY OF SOUTH EL MONTE, a municipal corporation (hereinafter, “CITY”) and Renaissance Construction, (hereinafter, “CONTRACTOR”). For the purposes of this Agreement, CITY AND CONTRACTOR maybe referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for the installation of electric vehicle charging stations at the CITY’s transportation yard (hereinafter, the “Project”); and

WHEREAS, staff solicited proposals from three (3) vendors for the Project; and

WHEREAS, following the receipt of proposals, CONTRACTOR was selected by the CITY for the performance of those services; and

WHEREAS, the Parties desire to formalize the selection of CONTRACTOR for performance of services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.

THE AGREEMENT DOCUMENTS

1.1 The complete Agreement consists of the following documents (“Agreement Documents”) which are incorporated in this Agreement by their reference:

- a) CONTRACTOR’S submitted Proposal, dated December 08, 2024, which is attached hereto as **Exhibit “A”**;
- b) CONTRACTOR’S Schedule of Performance, which is attached hereto as **Exhibit “B”**
- c) CONTRACTOR’S Performance Bond No. [REDACTED], dated XX XX, 2025, a true and correct copy which is attached hereto as **Exhibit “C”**
- d) CONTRACTOR’S Payment Bond No. [REDACTED], dated XX XX, 2025, a true and correct copy which is attached hereto as **Exhibit “D”**
- e) CONTRACTOR’S submitted Non-Collusion Declaration, dated XX XX, 2025, which is attached and incorporated hereto as **Exhibit “E”**
- f) CONTRACTOR’s Certification Regarding Worker’s Compensation, which is attached and incorporated hereto as **Exhibit “F”**;

- g) All addenda issued by the CITY; and
- h) All Change Orders duly approved by CITY in conformity with the terms of the Agreement Documents.

II.

WORK TO BE PERFORMED

- 2.1 In compliance with all terms and conditions of this Agreement, the CONTRACTOR shall provide those services specified in the CONTRACTOR'S submitted Proposal attached hereto as Exhibit "A." The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, as called for, and in the manner designated in, and in strict conformity with the Agreement Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and the work performed and completed, as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Agreement, Rene Salas, or such person as may be designated by the City Manager.

III.

AGREEMENT PRICE

- 3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of **Twenty-Two Thousand Seven Hundred Dollars and Zero Cents (\$22,700.00)** for the Project (hereinafter, the "Not-to-Exceed Sum").
- 3.2 In the event CONTRACTOR's charges are anticipated to exceed the Not-to-Exceed Sum prior to the Project's completion date, as that date is set forth in paragraph 4.1 below, the City Council for CITY hereby delegates to the City Manager the authority to increase the Not-to-Exceed Sum by an amount not to exceed ten percent (10%), provided that any authorization shall be made in writing signed by the City Manager and expressly referencing the City Manager's delegated authority under this paragraph. Any anticipated changes in excess of those excess sums the City Manager is authorized to approve under this paragraph must be approved by the City Council before they are incurred, and such City Council approval must be memorialized in the form of a written amendment to this Agreement. The CITY Representative, as designated in paragraph 2.1 above, reserves the right to suspend all or any portion of CONSULTANT'S performance under this Agreement unless and until charges in excess of the Not-to-Exceed Sum are first approved by either the City Manager or the City Council, whichever is the appropriate authorizing authority, as provided under this paragraph, above. CITY shall be under no obligation to pay sums in excess of the Not-to-Exceed Sum which have not first been authorized by the

City Manager or City Council as appropriate.

IV.
NOTICE TO PROCEED AND TIME FOR COMPLETION

- 4.1 A written Notice to Proceed issued by CITY must be received by CONTRACTOR before CONTRACTOR may mobilize or commence any work on the site. CONTRACTOR shall commence its performance of the work contemplated under this Agreement no later than the date specified in the Notice to Proceed. CONTRACTOR shall complete the total project within fifteen (15) working days from the date stated in the Notice to Proceed.
- 4.2 Time is of the essence in the performance of this Agreement.
- 4.3 The time period(s) specified in Section 4.1 for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of the delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this Section.

V.
NOTICE AND SERVICE THEREOF

- 5.1 Any notice from one party to the other under the Agreement shall be in writing and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:
- (a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of South El Monte

Attn: Rene Salas, City Manager
South El Monte City Hall
1415 Santa Anita Ave,
South El Monte, CA 91733

With a copy to:

Cesar Macias

- (b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

Renaissance Construction
Attn Cesar Macias
3030 Saturn St Suite 202
Brea, CA 92883
(323) 747-4663

- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI. LIQUIDATED DAMAGES

- 6.1 Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the CONTRACTOR and its sureties shall be liable for and shall pay to the CITY the sum of \$250 (Two-Hundred Fifty Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "B"). The CITY may withhold from any monies payable on account of services performed by the CONTRACTOR any accrued liquidated damages. Pursuant to Government Code Section 4215, CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

VII. PREVAILING WAGE

- 7.1 The parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code relating to the public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance, monitoring and enforcement by the DIR. CONTRACTOR shall post job site notices, as prescribed by regulation.
- 7.2 CONTRACTOR shall pay prevailing wages to the extent required by Labor Code Section 1771. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the CITY, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the CITY are current and accurate. The requirement to pay the wage rate so specified is further detailed in Article 7, General Conditions of the Administrative Specifications.
- 7.3 CONTRACTOR shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the CITY, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by the CONTRACTOR .

VIII. METHOD OF PAYMENT

- 8.1 CITY will pay CONTRACTOR 50% upon execution of this agreement and remainder upon issuance of Notice of Completion and approval thereof. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Two Thousand Seven Hundred Dollars and Zero Cents (\$22,700.00) (“Not-to-Exceed Sum”), unless additional compensation is approved pursuant to Section 3.2.
- 8.2 Pursuant to section 20104.50 of the Public Contract Code, if CITY fails to make any progress payment within thirty (30) days after the receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to the legal rate set forth in section 685.010(a) of the Code of Civil Procedure.

- 8.3 CONTRACTOR must submit "Conditional Waiver and Release Upon Payment" in the form prescribed by Section 3262 of the Civil Code from all subcontractors and persons supplying labor or materials to CONTRACTOR covered by the payment requested.
- 8.4 Payment to CONTRACTOR for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by CONTRACTOR .
- 8.5 CONTRACTOR must submit all required Davis-Bacon and Related Acts ("DBRA") documentation, certified, and approved pursuant to Federal Labor Standards Provisions HUD Form-4010.

IX.

TERMINATION BY CITY FOR CONVENIENCE; TERMINATION FOR CAUSE

- 9.1 CITY, in its sole and absolute discretion, may terminate the Agreement for convenience and discontinue the Project at any time prior to the completion of the Project or if the Project is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority. The CONTRACTOR shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Project thus dispensed with, nor any other actually performed up to the time of discontinuance, including any extra work ordered by CITY to be done, nor for any claim for liquidated damages.
- 9.2 If termination is due to the failure of the CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over the work and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the CITY shall use reasonable efforts to mitigate such damages), and CITY may withhold any payments to the CONTRACTOR for the purpose of set-off or partial payment of the amounts owed the CITY as previously stated

X.

INSURANCE AND BONDS

- 10.1 Prior to commencement of any services under this Agreement, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to CITY.
- (a) General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The

policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

- (b) Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (c) Professional liability (errors & omissions) insurance. CONTRACTOR shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONTRACTOR agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- (d) Workers’ compensation insurance. CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).
- (e) Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

10.2 Concurrently with execution of this Agreement, CONTRACTOR shall deliver to the CITY, the following:

- (a) A performance bond in the amount of the Not-to-Exceed Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.
- (b) A labor and materials bond in the amount of the Not-to-Exceed Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

- (c) Both the performance and labors bonds required under this Section 10.2 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the CONTRACTOR promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

XI. INDEMNIFICATION

- 11.1 To the full extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of CONTRACTOR, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which CONTRACTOR is legally liable (“indemnitors”), or arising from CONTRACTOR ’s or indemnitors’ negligent performance of failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:
- (a) CONTRACTOR will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;
 - (b) CONTRACTOR will promptly pay any judgment rendered against the CITY, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of CONTRACTOR hereunder; and CONTRACTOR agrees to save and hold the CITY, its officers, agents, and employees harmless therefrom;
 - (c) In the event the CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the negligent

performance of or failure to perform the work, operation or activities of CONTRACTOR hereunder, CONTRACTOR agrees to pay to the CITY, its officers, agents or employees, any and all costs and expenses incurred by the CITY, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

- (d) In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by CONTRACTOR under this Agreement, and of which the CONTRACTOR is not the patentee or assignee or has not the lawful right to sell the same.

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

XII. MISCELLANEOUS PROVISIONS

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

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

- 12.3 Except as otherwise set forth in this Agreement, the Terms and Conditions accompanying Exhibit “A” remain binding, controlling, and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Terms and Conditions, the provisions of this Agreement shall control, but only so far as such provisions conflict with the Terms and Conditions and no further.

XIII.
CONTRACTOR REGISTRATION

- 13.1 By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Contract, above.

CITY OF SOUTH EL MONTE, a
municipal corporation

Renaissance Construction

By: _____
Rene Salas
City Manager

By: _____

Name: Cesar Macias

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Susie A. Altamirano
Interim City Attorney

Date: _____

**EXHIBIT “A”
PROPOSAL**

EXHIBIT “B”
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

The Contractor shall complete all work within 15 working days.

Week 1: Planning and Preparation

- Conduct kickoff meeting with stakeholders (City staff, engineers, and contractors).
- Review and approve project design and installation plans.
- Perform site assessment to confirm existing electrical infrastructure and equipment placement.
- Secure necessary permits and approvals (city, county, utility).
- Procure and deliver materials, including EV chargers, electrical components, and mounting equipment.
- Ensure all required equipment is onsite and inspected for readiness.

Week 2: Installation and Commissioning

- Install electrical panels, wiring, and charging station mounts.
- Mount and secure EV charging stations.
- Conduct system checks for electrical connections and ensure compliance with safety standards.
- Test charging stations for software integration and functionality.
- Complete final inspections with relevant authorities.
- Provide training for staff on charging station operations.
- Officially hand over the EV infrastructure for use.

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

N/A

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 4.3

EXHIBIT "C"
PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20__.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

Susie A. Altamirano, Interim City Attorney

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

EXHIBIT "D"

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows: _____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

Susie A. Altamirano, Interim City Attorney

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

EXHIBIT “E”

NON-COLLUSION DECLARATION

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

Contractor’s Authorized Initials _____

EXHIBIT "F"

CERTIFICATION REGARDING WORKER'S COMPENSATION

Description of Contract: **City of SOUTH EL MONTE**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		\$_____ Each Accident
		\$_____ Disease - Policy Limit
		\$_____ Disease - Each Employee

_____ Named Insured (Contractor)	_____ Insurance Company
-------------------------------------	----------------------------

_____ Street Number	_____ Street Number
------------------------	------------------------

_____ City and State	_____ City and State
-------------------------	-------------------------

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated,
notwithstanding any requirement, term, or condition of any contract or other document with respect to
which this certificate may be issued or may pertain, the insurance afforded by the policy described herein
is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is
provided by more than one insurance company, a separate certificate in the exact above form shall be
provided for each insurance company.



ATTACHMENT C

Ford Pro™ Charging

Sales Order for CITY OF SOUTH EL MONTE

About Ford Pro™

Ford Pro™ offers comprehensive charging solutions and services to help better plan, deploy and operate electric vehicle fleets. Getting charging right is a complex undertaking and each individual element requires effective strategy and execution to achieve value. Ford Pro™ provides a complete end-to-end solution.

Ford Pro™ customers will have access to purpose-built electric vehicles; a variety of charging solutions; professional design, build and installation services; OEM-grade telematics data; comprehensive charging management solutions and integrated driver reimbursement reporting.

Ford Pro™ Charging allows customers to manage and optimize fleet operations via the Ford Pro™ Depot Charging Software. This platform maximizes fleet uptime, helps optimize charging costs, tracks key KPIs and performance.

This Sales Order will typically have 4 elements:

- Design-Build & Installation Services
- Ford Pro™ Depot Charging Software
- Ford Pro™ Charging Hardware
- Warranty & Preventative Maintenance

Created by:	Prepared for:
David McManus (Ford Pro Charging) Quote Created: 10/31/2024 8:44 PM	Andrés González



Ford Pro™ Charging

Fleet Charging Analysis & Planning

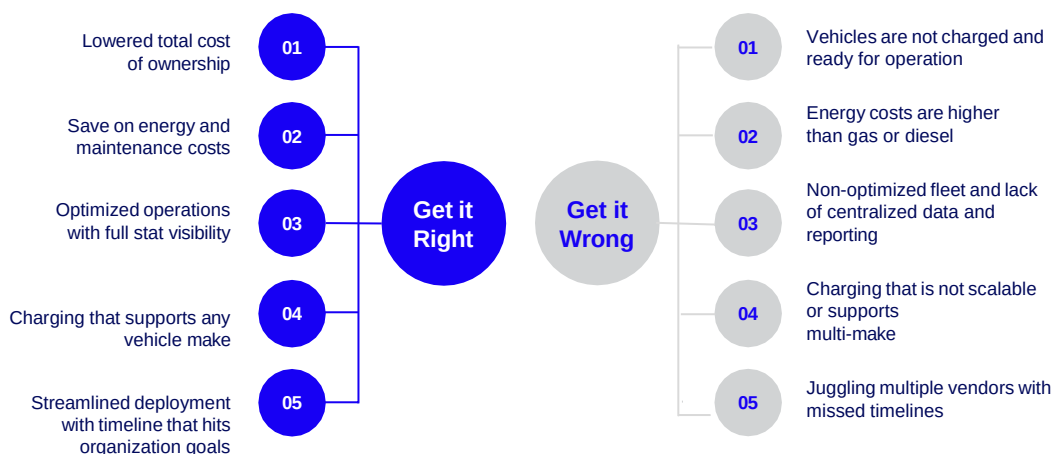
Analysis

Ford Pro™ consultants meet individually with fleet managers to understand the unique needs of their fleets and help recommend the best package of electric vehicles and charging solutions to get the job done. The Ford Pro™ consulting team was founded to help educate fleet managers on electric vehicles, behaviors and Ford Pro™ software that maximize the capability of their electric vehicles, maximizing value to customer fleets and minimizing upfront investment.

Planning

Transitioning your fleet from gas to electric can be challenging, especially for fleets new to electric vehicle operation. The Ford Pro™ consulting team has a toolbox of solutions to help your fleet make the transition seamless. Ford Pro™ can also help you analyze your total cost of ownership and understand the return on investment your fleet can unlock by transitioning to electric.

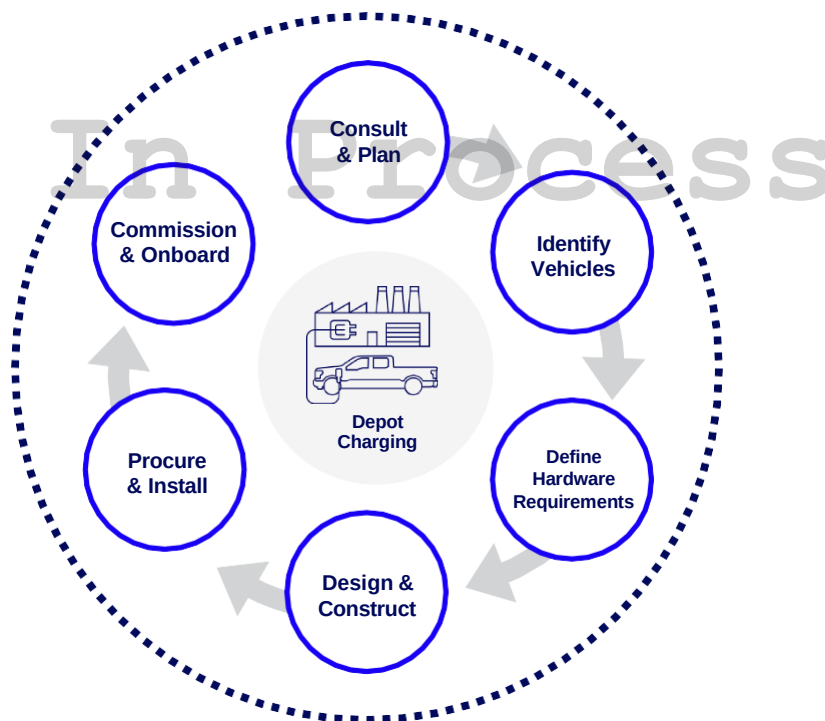
The Ford Pro™ consulting team is here to help you get the transition right and unlock unparalleled opportunities by electrifying your fleet.





Ford Pro™ Depot Charging

Design, Build & Installation Services



Implementation

- Coordinate the installation of EVSE with the delivery of Battery Electric Vehicles
- Design of reports, and configuration of metrics and reports, as specified by Customer
- Integrate dispatch, routing, and scheduling software to optimize depot charging software platform
- Load utility rate information for each installation site
- Introduce Customer Success Manager and establish a meeting cadence to report on customer preferred metrics and KPIs

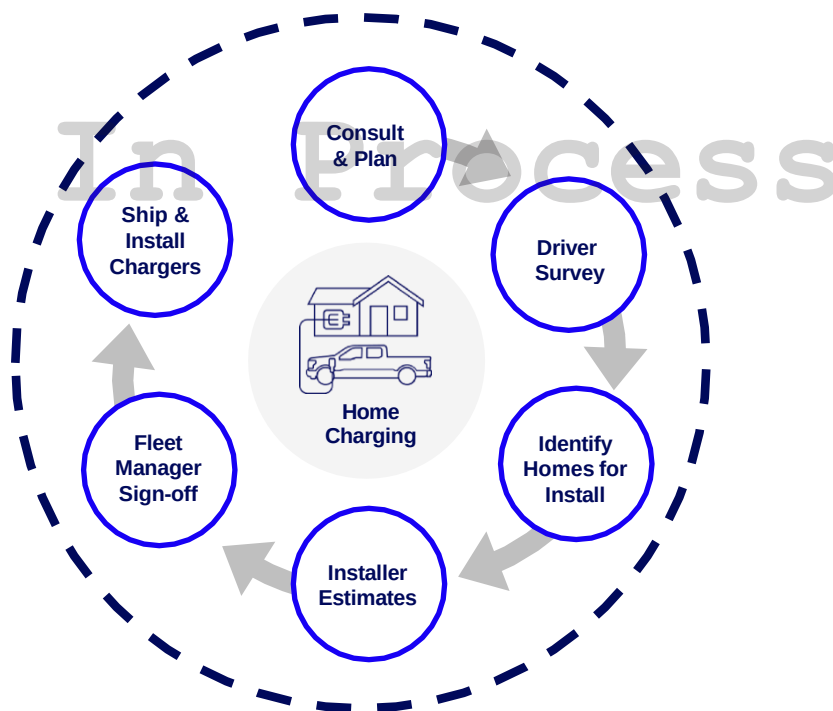
Onboarding

- Activate charger data connection
- Direct and verify charger data connection to depot charging cloud service
- Depot charging account setup and assistance to assign vehicles to default depots; setup users, user groups, reports, and analytics.
- One training/onboarding session per depot location.



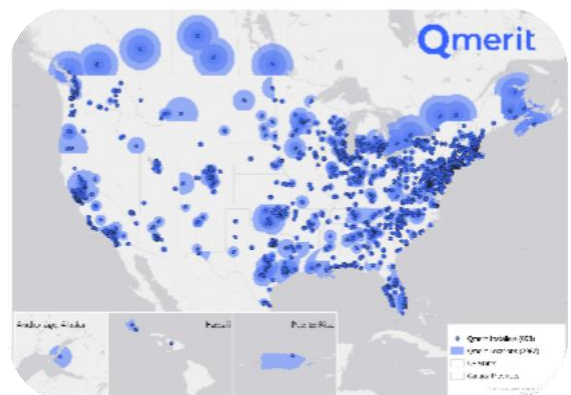
Ford Pro™ Home Charging

Charger Purchase & Installation



Nationwide Support

Ford is collaborating with Qmerit to provide our customers access to a nationwide network of qualified electricians. Qmerit's network has a depth of experience in EV that is unrivaled. Qmerit provides Ford customers with white glove concierge service, working side by side with the Ford Pro™ team to help you optimize home charging for your fleet.





Ford Pro™ Depot Charging

Ford Pro™ Depot Charging Software

Deployment of sophisticated smart-charging algorithms that ensure vehicles are reliably charged while optimizing energy cost based on a variety of data sources such as vehicle arrival and dispatch schedules, routing information, time-of-use (TOU) energy rates, demand charge windows, and service impacting faults. Functionality is detailed below for the two software licenses being offered.

Functionality	Base
Commercial EV Suitability Assessment and TCO tools	✓
OCPP Support	✓
Monitoring and Management of Depot Health, Vehicle Readiness	✓
Real-Time Charger-Vehicle Connectivity	✓
Real-Time State-of-Charge (SoC)	✓*
Real-Time Fault Alerts (Email, Text)	✓
Multi-Make Vehicle Support	✓
Demand Charge and TOU Cost Reduction (Utility Rate Integration)	✓
Automated Energy Reporting	✓
Preconditioning Support (Battery & Cabin)	✓
OEM-Grade Telematics Integration	✓**
Charge Management Profiles (Group Chargers by location or access control settings)	✓
Time-Based Access Controls	✓
Energy Reporting and user subscription capability	✓
Site Level Load Management	✓
24X7 Customer Support	✓

*For Ford Vehicles on AC and DC Chargers, For Non-Ford Vehicles on DC Chargers

**For Ford DC Chargers/Ford Vehicles



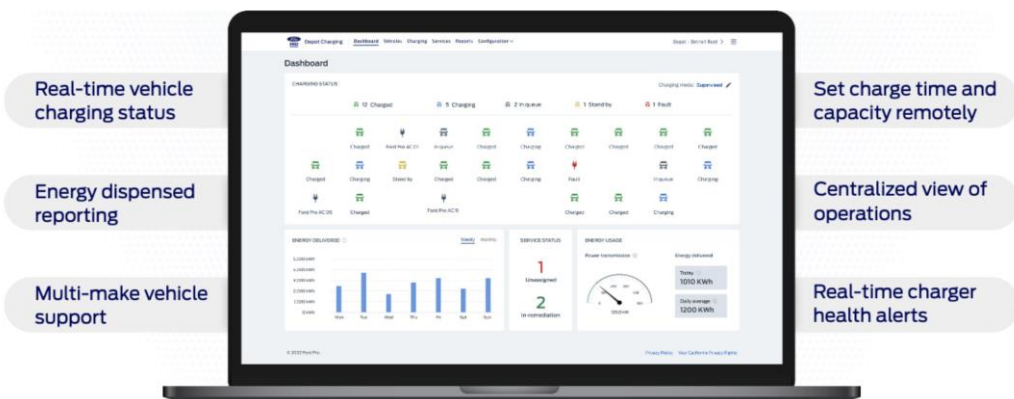
Ford Pro™ Depot Charging

Description of Services

Ford Pro™ Depot Charging Software

- A web-based dashboard that provides a one-stop interface for remote monitoring and energy management for each electric vehicle in the fleet
- Monitoring and management services that directly impact electric vehicle fleet operations (such as charging station status, network connectivity, and equipment faults)
- Configurable reports with comprehensive analysis of energy dispensed, energy economy, service status, environmental credits, and more

Ford Pro™ Depot Charging Software





Ford Pro™ Charging Hardware

AC Charging Hardware



Ford Pro™ AC Charging Station (Series 2)

- Available in 48A or 80A
- LCD display with real-time charging status
- RFID card reader for increased access control
- Field replaceable cable
- Preconfigured with Cellular LTE Connectivity
- 25-ft. SAE J1772 cable

Ford Pro™ Charging offers safe, reliable and cost-effective hardware for charging fleets. In addition, we have worked with multiple charger OEMs and networks which allows us to provide best-in-class interoperability.

We strive to deliver charging that meets the technical requirements of your fleet as the primary objective, regardless of the OEM and class of the vehicle.

Level II chargers (AC output) will have a much shorter lead-time than Level III chargers (DC output). Detailed hardware information and pricing is available upon request.

Typical lead time for chargers ranges from 1-2 weeks for hardware in stock, to 4-6 months for non-stock and off-menu items.



Ford Pro™ Charging Hardware

DC Charging Hardware



Ford Pro™ DC Charging Station

- 60kW/200A, 120kW/300A, 180kW/300A, and 240kW/300A configurations
- Simultaneous charging
- Preconfigured with cellular (Wi-Fi & Ethernet connectivity options available with additional support)



Ford Pro™ DC Charging Cabinet + Industrial DC Dispenser

- Up to 180kW output power to vehicle
- Preconfigured with cellular (Wi-Fi & Ethernet connectivity options available with additional support)
- 20-ft. 2 x CCS-1 cables
- Dispenser can be wall-mounted

Ford Pro™ Charging offers safe, reliable and cost-effective hardware for charging fleets. In addition, we have worked with multiple charger OEMs and networks which allows us to provide best-in-class interoperability.

We strive to deliver charging that meets the technical requirements of your fleet as the primary objective, regardless of the OEM and class of the vehicle.

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Typical lead time for chargers ranges from 1-2 weeks for hardware in stock, to 4-6 months for non-stock and off-menu items.



Ford Pro™ Charging

Warranty

All Ford Pro™ chargers equipped with 3-year warranty

- Ford backed, industry leading warranty
- Ford Pro™ warranty goes beyond retail warranties to cover labor, in addition to parts
- If any issues arise with charger, simply call the 1-800-34-FLEET hotline number printed on the front of the charger

Replacement

- For covered warranty issues, a qualified electrician will come to your charging depot or your driver's home and swap out the unit, free of charge

Extended Service Plan

Ford Protect is now offering an extended service plan for up to 2 years beyond the 3-year Ford warranty on Ford Pro™ AC Charging Stations.

Power up your electric vehicles with a Ford Pro Charging Station – and the peace of mind knowing it's covered with a Ford Protect Extended Service Plan.

Ford Protect covers everything needed to keep Ford Pro™ charging stations up and running.

With Ford Protect, we take responsibility for fixing hardware issues by providing parts, labor and coordinating repairs by Ford authorized support specialists.

- Coverage beyond the 3-year Ford warranty for an additional 2 years
- Includes replacement or repair of any defective part on a Ford Pro™ Charging Station
- Includes parts and labor
- \$0 deductible available

What is not covered: Ford Protect does not provide coverage for any defect in the covered product which is caused by any failure to comply with any instructions from Ford. See the Service Contract Terms and Conditions for a complete list of what is not covered. The Ford Protect extended service plan is not insurance. Not available for retail sale or any non-commercial purpose. Strict eligibility restrictions apply.



Ford Pro™ Charging

What to Expect with Your Onboarding

Customer Success
Manager
Assignment

Charging
Consultation

Training on
Charging & E-
Telematics

Customized
Reporting

User &
Notification Set-
Up

Ford Pro Charging's onboarding is a thorough and personalized experience, covering a wide array of technical and business support. As part of your onboarding, we will:

- ✓ Designate a Customer Success Manager, who will centralize your onboarding experience and coordinate behind the scenes with our team of specialists.
- ✓ Consult with you on the right charging and alerts, customized specific to your fleet and depot sites.
- ✓ Ensure every charger is connected, optimized, and functional after installation.
- ✓ Train you on several areas related to charging and E-Telematics, to maximize your uptime and energy savings.
- ✓ Customize your automated reporting, including who should receive, when, and how often.
- ✓ Set up users within your fleet and create custom notifications to keep your team informed in case of charging issues.
- ✓ DC Only: Onsite charger commissioning by charging manufacturer to ensure proper installation and operation of unit(s). This process typically takes a few hours per DC charger.



Ford Pro™ Depot Charging

Sales Order

We have prepared the following pricing to meet the needs of your project requirements. Upon execution of this Sales Order, inventory will be secured in our warehouse, and we will arrange shipment based on your specific needs.

In Process

Product Name	SKU	Price	QTY	Subtotal
(US) STATE AND LOCAL GOVERNMENT CLIENT COMPLIMENTARY CHARGER EV ORDER INCENTIVE Level II - AC 48A, Cellular Modem, RFID Reader, OLED Display, Single Port AC Charger w/ 25 ft Cable & J-1772 Connector	FPC- AC0048ZC- UBA	\$0.00	2.00	\$0.00
5 Year Extended Service Plan (parts and labor) on AC Chargers 2 Year Extended Service Plan for AC chargers (5 years in total): 24/7 coverage, parts and on-site labor, repaired by Ford Pro approved vendor, total charger replacement	FPC- PP0005AZ- UBA	\$395.00	2.00	\$790.00
Ford Depot Charging 5 year Base - Tier II Charge Management Software optimized to reduce onsite electricity costs and manage on-site load. Includes site level charger optimization incorporating vehicle state of charge (Prepaid for 5 Years Per Port)	SKU- 00000294	\$2,156.95	2.00	\$4,313.90



One-Time Charger Onboarding 5 Year One-time onboarding fee per charger to connect the charger to the depot software and customize as needed	SKU-00000296	\$500.00	2.00	\$1,000.00
8-FT ALUMINUM FORD PRO CHARGING DUAL PEDESTAL W/ CABLE MANAGEMENT 8-ft Dual Charger Mounting Pedestal with Blue Painted Aluminum Finish and Cable Management - Compatible with Currently Offered Ford Pro AC Charging Station Series 1 and Series 2	FPC-PO0096DZ-UAA	\$1,999.00	1.00	\$1,999.00
FPC-FREIGHT-POST CHARGER POST FREIGHT	FPC-FREIGHT-POST	\$100.00	1.00	\$100.00

Total **\$8,202.90**

Please note that this proposal is valid for 30 days upon issuance. All prices shown are in USD.

Ford Pro™ recommends including an estimated 10% in purchase orders to cover expected sales tax. Actual sales tax to be calculated based upon shipping destination. If actual tax is above purchase order provision, revised PO will be needed to cover remaining tax.



Delivery Address

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVE

SOUTH EL MONTE, California, 91733-3311

In Process

Payment Terms: Net 30

Notwithstanding a customer's issuance of a purchase order to Ford Motor Company subsequent to the acceptance of this Sales Order, the Ford T&Cs will strictly and solely govern the purchase and sale of the products and services subject to this Sales Order.

Customer

Ford Pro Charging

Sign:

Sign:

Name: Andrés González

Name:

Title:

Title:

Date Signed:

Date Signed:



By signing this Sales Order, you agree to the following Terms and Conditions governing this purchase:

<https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/charging/ford-pro-hardware-agreement.pdf> |

<https://content.fordpro.com/content/dam/fordpro/us/en-us/pdf/charging/ford-pro-software-agreement.pdf> |

In Process

Certificate Of Completion

Envelope Id: A67392F5-BE18-47D8-83B2-AE27B652903B	Status: Sent
Subject: Ford Pro™ Order Documents for your DocuSign Signature City of East "El Monte 2/0 Gov Incentive	
Source Envelope:	
Document Pages: 14	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	David McManus
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Ford Motor
	1 American Rd
	Dearborn, MI 48126-2701
	DMCMANU4@ford.com
	IP Address: 155.226.144.0

Record Tracking

Status: Original	Holder: David McManus	Location: DocuSign
1/15/2025 12:17:40 PM	DMCMANU4@ford.com	
Security Appliance Status: Connected	Pool: Ford Security Pool-Active 2019 Servers	

Signer Events

Signer Events	Signature	Timestamp
David Deslauriers	Completed	Sent: 1/15/2025 12:18:40 PM
ddeslaur@ford.com		Viewed: 1/15/2025 12:42:02 PM
RSM		Signed: 1/15/2025 12:42:15 PM
Reyes Holdings LLC	Using IP Address: 172.56.162.212	
Security Level: Email, Account Authentication (None)	Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 9/22/2022 11:30:45 AM
ID: 1d142ae0-bd17-4cbb-a736-94a8dc8dfb1e

Andrés González	Sent: 1/15/2025 12:42:17 PM
agonzalez@soelmonte.org	Resent: 2/6/2025 1:34:55 PM
Security Level: Email, Account Authentication (None)	Viewed: 2/6/2025 2:03:09 PM

Electronic Record and Signature Disclosure:
Accepted: 2/6/2025 2:03:09 PM
ID: 9eac997e-e610-4982-8d8e-d88250167784

Matthew Krukin
mkrukin@ford.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/15/2025 12:18:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ford Pro:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kimrank2@ford.com

To advise Ford Pro of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kimrank2@ford.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Ford Pro

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kimrank2@ford.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ford Pro

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kimrank2@ford.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ford Pro as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ford Pro during the course of your relationship with Ford Pro.



City Council Agenda Report

Agenda Item No. 7.g.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Andres Gonzalez, Senior Public Works Analyst

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-016, AUTHORIZING THE SUBMITTAL OF A CITY SERVICE REQUEST TO THE LOS ANGELES COUNTY FOR THE WEST PUENTE VALLEY TEMPLE AVENUE STREET REHABILITATION PROJECT ON SANTA ANITA AVENUE FOR AN ESTIMATED COST SHARE OF \$40,147

SUMMARY: The Los Angeles County Department of Public Works (LACDPW) will resurface 4.2 miles of major and secondary roads in the City of South El Monte (City), the City of Industry, and various roadways within the unincorporated community of West Puente Valley ("West Puente Valley Temple Avenue Street Rehabilitation Project" or "Project"). The Project involves the following work within the City limits: Cold milling of the existing asphalt pavement, construction of a 1.5-inch layer of asphalt rubber hot mix and restoration of striping. Due to the Project's scope and cost, County policy requires a City Service Request to be submitted to LACDPW. The estimated cost share for the City is \$40,147.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-016 authorizing the submittal of the City Service Request to the County of Los Angeles for the West Puente Valley Temple Avenue Street Rehabilitation Project, inclusive of the project cost share not-to-exceed \$40,147;
2. Program \$40,147 from the Proposition C Funds to cover the City's project cost share; and
3. Authorize the City Manager or their designee to submit and execute the City Service Request and take any and all related actions to effectuate the Project within the City limits.

FISCAL/FINANCIAL IMPACT: The estimated total cost of the Project is \$6,412,979, with the City of South El Monte's share estimated at \$40,147. Staff recommends programming \$40,147 from the Proposition C Funds in Fiscal Year 2024-2025 to cover the City's project cost share.

NOTE: The City's final cost will be determined by the final accounting 120 days after Project completion, the City's final cost will be based on the improvements located within the City's jurisdiction.

DISCUSSION:

On February 27, 2024, the City Council approved the General Services Agreement (GSA) between the City and the County of Los Angeles (County), authorizing the County to provide services requested by the City. Services covered under the GSA include on-demand, time-limited tasks such as street maintenance, ordinance enforcement, direct assessment collection, and various public works services.

On March 23, 2021, the City Council approved the allocation of \$32,050 of Measure M Funds for the design concept of the West Puente Valley Temple Avenue Rehabilitation Project. Since the initial funding approval, the project cost has exceeded the initial estimated cost due to rising construction and material expenses. The updated estimated cost at \$40,147.00 is provided in Table 1, below.

Table 1. Estimated Cost Share for City of South El Monte

Construction Cost:	28,297
Construction Engineering (15 Percent)	\$4,300
Preliminary engineering (10 Percent)	\$2,900
CCLTF (3.5 Percent)	\$1,000
Sub Total:	\$36,497
Overall Contingency (10 Percent)	\$3,650
Total:	\$40,147

The primary goal of the Project is to resurface 4.2 miles of major and secondary roads. The scope of work includes parkway improvements, curb ramp upgrades, pavement resurfacing, and traffic signal upgrades. These improvements will help reduce road noise for residents and minimize wear and tear on vehicles.

Specifically, within the City's jurisdiction on Santa Anita Avenue (approximately 2,300 feet north of Durfee Avenue, covering about 8,300 square feet), the proposed work includes:

- a) Cold milling the existing asphalt pavement to a depth of 1.5 inches.
- b) Applying a 1.5-inch layer of Asphalt Rubber Hot Mix (ARHM-GG-C) over the cold-milled surface.
- c) Restoring roadway striping.

This Project will also help preserve natural resources by using recycled and in-place

materials, leading to cost savings and reductions in greenhouse gas emissions, energy consumption, and landfill waste. The estimated construction cost for the Project is \$6,412,979, with a 15% contingency. The County plans to advertise for construction bids in the spring 2025. The County anticipates beginning construction in late 2025 and be completed by February 2027.

Staff recommends submitting the City Service Request to authorize the County of Los Angeles to perform preliminary engineering, contract administration, construction engineering, traffic control, and other necessary tasks for the resurfacing of 4.2 miles of major and secondary roads, including the portion of Santa Anita Avenue within the City's jurisdiction.

ATTACHMENT(S):

A. Resolution No. 25-016

ATTACHMENT A

RESOLUTION NO. 25-016

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO SUBMIT A CITY
SERVICE REQUEST WITH THE COUNTY OF LOS ANGELES
FOR THE WEST PUENTE VALLEY TEMPLE AVENUE
STREET REHABILITATION PROJECT

WHEREAS, on March 23, 2021, the City Council approved the West Puente Valley Temple Avenue Rehabilitation Project (“Project”) which will resurface and improve 4.2 miles of major and secondary roads, including portions of Santa Anita Boulevard within the City of South El Monte (“City”), including an appropriation of \$32,050 in available Measure M Funds to cover the City’s cost sharing portion, through the adoption of Resolution No. 21-18; and

WHEREAS, on February 27, 2024, the City Council authorized the approval a General Services Agreement (“GSA”) between the Los Angeles County Department of Public Works (“County”) and the City to provide various public works services, including street maintenance and other public works services through the adoption of Resolution No. 24-016; and

WHEREAS, the County has been tasked with the delivery and implementation of the Project from conceptual design to completion; and

WHEREAS, the City’s estimated cost share of the Project has risen to \$40,147 due to escalating costs and inflation; and

WHEREAS, staff has identified adequate funding within the City’s Proposition C Funds to cover the City’s cost share of the Project; and

WHEREAS, the City desires to submit a City Service Request to the County to perform the preliminary engineering, contract administration, construction engineering, traffic control and other necessary tasks to resurface the Project’s portion of work within the City limits.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY DETERMINES, FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

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

SECTION 2: The City Council authorizes the City Manager or their designee to submit a City Service Request to the County of Los Angeles Department of Public Works for the work associated with the West Puente Valley Temple Avenue Street Rehabilitation Project within the City limits.

SECTION 3: The City Council approves reprogramming the Fiscal Year 2024-2025 budget by appropriating an amount of \$40,147 from the City's Proposition C Funds to cover the City's project's cost share of the West Puente Valley Temple Avenue Street Rehabilitation Project.

SECTION 4: The City Council hereby authorizes the City Manager or their designee to take all actions necessary to submit a City Services Request to the County of Los Angeles for the West Puente Valley Temple Avenue Street Rehabilitation Project and take any and all related actions necessary to effectuate the request, inclusive of the execution of any related agreements.

SECTION 5: The environmental impacts of the Project have been previously determined to be exempt from the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines (Cal. Code Regs., § 15000 *et seq.*) Section 15130(c). The proposed action would not create any environmental impacts that have not already been evaluated pursuant to CEQA, therefore no additional action under CEQA is required.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase in this Resolution or part thereof, is held invalid or unconstitutional, such decision shall not affect the remaining section of this Resolution, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 7: The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of February, 2025.

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. 25-016, 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 18th day of February, 2025, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC, City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: February 18, 2025

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 FIRST READING OF ORDINANCE NO. 1280, AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 and 2.48.130 OF CHAPTER 2.48 TO INCREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM FIVE TO SEVEN COMMISSIONERS AND AMENDING SECTIONS 2.50.020 AND 2.50.100 OF CHAPTER 2.50 REMOVING AGE RESTRICTIONS

SUMMARY: Staff is seeking City Council to introduce first reading of Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

RECOMMENDED ACTION: Staff recommends City Council waive first reading and introduce Ordinance No. 1280, amending South El Monte's Municipal Code sections 2.48.020 and 2.48.130 of chapter 2.48 to increase the number of commissioners on the Community Services Commission from five to seven commissioners and amending sections 2.50.020 and 2.50.100 of chapter 2.50 removing age restrictions.

FISCAL/FINANCIAL IMPACT: Staff estimates a total of \$800 fiscal impact in this Fiscal Year in adding two additional commissioners on the Community Service Commission. Staff will budget accordingly in FY 2025-2026.

DISCUSSION: At its Regular City Council Meeting of January 21, 2025, the City Council provided the City Manager direction to bring back Ordinance amending Municipal Code to increase the number of commissioners on the Community Services Commission from five to seven commissioners and removing age restrictions as well as for Advancement for Women and Girls Commission.

Amendments to code sections 2.48.130 and 2.50.100 'Amendment by resolution' requires a change to 'Amendment by Ordinance'. An Ordinance may only be amended

by Ordinance, as well as for a Resolution may only be amended by Resolution.

Section 2.48.020 (Membership) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.020 - Membership.

The Community Services Commission shall consist of seven city residents appointed by a majority of the City Council. The City Council shall consider the nominations of the city's senior advisory committee in appointing the senior members. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

Section 2.48.130 (Amendment by resolution) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.130 – Amendment by Ordinance.

This chapter may be amended by Ordinance of the City Council."

Section 2.50.020 (Membership) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.020 - Membership.

The Advancement of Women and Girls commission shall consist of five city residents who are appointed by a majority of the city council. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

Section 2.50.100 (Amendment by resolution) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.100 - Amendment by Ordinance.

This chapter may be amended by Ordinance of the City Council."

ATTACHMENT(S):

- A. First Reading Ordinance No. 1280, Increasing Number of Commissioners on Community Services Commission and Removing Age Restrictions (003)

ORDINANCE NO. 1280

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 and 2.48.130 OF CHAPTER 2.48 TO INCREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM FIVE TO SEVEN COMMISSIONERS AND AMENDING SECTIONS 2.50.020 AND 2.50.100 OF CHAPTER 2.50 REMOVING AGE RESTRICTIONS

WHEREAS, the City of South El Monte ("City") currently establishes the Community Service Commission through South El Monte Municipal Code ("SEMMC") Chapter 2.48;

WHEREAS, the City of South El Monte ("City") currently establishes the Advancement of Women and Girls Commission through South El Monte Municipal Code ("SEMMC") Chapter 2.50;

WHEREAS, Section 2.48.020 of the SEMMC requires that the Community Services Commission consist of five City residents;

WHEREAS, Section 2.48.130 of the SEMMC states that Chapter 2.48 may be amended by resolution of the city council;

WHEREAS, Section 2.50.020 of the SEMMC requires that the Advancement of Women and Girls Commission consist of city residents, including one senior (fifty-five and over) and one youth (between the ages of sixteen through seventeen);

WHEREAS, Section 2.50.100 of the SEMMC states that Chapter 2.50 may be amended by resolution of the city council;

WHEREAS, the City Council desires to increase the size of the Community Services Commission to seven City residents; and

WHEREAS, the City Council also desires to remove age restrictions for Community Services Commission and Advancement of Women and Girls Commission.

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

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

SECTION 2: Section 2.48.020 (Membership) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.020 - Membership.

The community services commission shall consist of seven city residents appointed by a majority of the city council. The city council shall consider the nominations of the city's senior advisory committee in appointing the senior members. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

SECTION 3: Section 2.48.130 (Amendment by resolution) of Chapter 2.48 (Community Service Commission) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.48.130 – Amendment by Ordinance.

This chapter may be amended by Ordinance of the city council."

SECTION 4: Section 2.50.020 (Membership) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.020 - Membership.

The advancement of women and girls commission shall consist of five city residents who are appointed by a majority of the city council. No city employee is eligible to serve as a member of the commission. No person shall remain a member if that person ceases being a resident of the city. The term of office for members shall be one year. Notwithstanding the foregoing, a member shall continue to serve until a qualified successor assumes that member's seat. If a vacancy occurs during the term, the council shall appoint a qualified successor to serve the remainder of the term. A majority of the council may remove a member at any council meeting."

SECTION 5: Section 2.50.100 (Amendment by resolution) of Chapter 2.50 (Commission for the Advancement of Women and Girls) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code is hereby amended to read in its entirety as follows:

"2.50.100 - Amendment by Ordinance.

This chapter may be amended by Ordinance of the city council."

SECTION 6: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held

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

SECTION 7: The City Clerk shall certify to the adoption of this Ordinance.

SECTION 8: Publication. The City Clerk is directed to cause this Ordinance to be published within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City of South El Monte.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie A. Altamirano, Interim City Attorney

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 No. XXXX, was duly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of _____, 2025 and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

Adrian Garcia, MMC, City Clerk



City Council Agenda Report

Agenda Item No. 7.i.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTIONS 25-017 THROUGH 25-020 CREATING NEW CLASSIFICATIONS AND UPDATING CERTAIN JOB DESCRIPTIONS

SUMMARY: Approval of the attached resolutions would create the new classifications of Administrative Coordinator; Transportation & Senior Services Coordinator, Public Safety Supervisor, and associated compensation ranges. The job title of Executive Assistant would be changed to City Clerk Executive Assistant.

RECOMMENDED ACTION: Staff recommends City Council adopt the attached Resolutions No. 25-017 through 25-020 adding and/or revising the positions of Administrative Coordinator, Transportation & Senior Services Coordinator, and Public Safety Supervisor. The job title of Executive Assistant would be changed to City Clerk Executive Assistant.

FISCAL/FINANCIAL IMPACT: Updated Salary Schedules for South El Monte Employees' Association ("SEMEA") and South El Monte Executive Management Team Association ("SEMEMTA") are attached as Attachment I. Assuming that the three newly created positions are filled at "Step C", with benefits averaging 35%, the fiscal impacts are as follows:

Administrative Coordinator: $\$6,162 \times 12 = \$73,941$ - $\$73,941 \times 1.35 = \$99,820$

Transportation & Senior Services Coordinator: $\$6,162 \times 12 = \$73,941$ - $\$73,941 \times 1.35 = \$99,820$

Public Safety Supervisor: $\$7,635 \times 12 = \$91,617$ - $\$91,617 \times 1.35 = \$123,683$

DISCUSSION: The following positions are recommended for changes:

Administrative Coordinator – Create a new classification with a proposed compensation range between \$5,588/month - \$6,792/month. This role shares similar

duties and responsibilities with the Senior Executive Assistant; however, its scope is more closely aligned with coordinator positions in other City Departments. The duties have been modified to better meet the specific needs of the Administration Department.

Transportation & Senior Services Coordinator – Create a new classification with a proposed compensation range of \$5,588/month – \$6792/month. The class specification will perform a variety of “Dispatcher” & “Communications Coordinator” tasks, duties and responsibilities. This classification is assigned to work in the City’s Senior Services Department.

Public Safety Supervisor – Create a new classification with a proposed compensation range of \$6,925/month - \$8,417/month. The Class specification will perform a wide range of complex functions and operations directly related to Public Safety, including supervising, and evaluating the activities of Public Safety employees to ensure compliance and enforcement of regulatory codes. This classification is assigned to work in the City’s Public Works Department.

City Clerk Executive Assistant – Create a new classification with a proposed compensation range of \$5,846/month - \$7,105/month. The tasks, duties, and responsibilities of this individual are similar to the Executive Assistants within the city; however, its scope is more closely aligned to the City Clerk’s Department including Passport Services. The operational expectations have been modified to better meet the specific needs of the City Clerk’s Department.

ATTACHMENT(S):

- A. Resolution No. 25-017 - Administrative Coordinator
- B. ADMIN.COORDINATOR.Class Spec.FINAL.010925 (002)
- C. Resolution No. 25-018 - Transportation Senior Services Coordinator
- D. Transportation Senior Svs Coordinator.Final.022124
- E. Resolution No. 25-019 - Public Safety Supervisor
- F. Public Safety Supervisor.Class Spec.FINAL.021125
- G. Resolution No. 25-020 - City Clerk Executive Assistant
- H. CITY CLERK.Executive Assistant.FINAL.021125
- I. 2025-02-18 Monthly Schedules SEMEA & SEMEMTA

RESOLUTION NO. 25-017

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
CREATING THE ADMINISTRATIVE COORDINATOR
CLASSIFICATION AND ADOPTING COMPENSATION

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) section 2.64.040 the City Manager is responsible for preparation and maintenance of a classification plan consisting of job specifications for all classifications in the City of South El Monte’s (“City”) classified service; and

WHEREAS, pursuant to SEMMC section 2.64.040 the City Manager recommends creating the position of Administrative Coordinator and compensation be adopted; and

WHEREAS, the position of Administrative Coordinator is a new position; and

WHEREAS, the creation of the new position is in the best interest of the City and advances the City’s goal to re-organize the staffing needs of the Administration Department; and

WHEREAS, the City has or will meet and confer with any affected employee organization regarding the implementation of the class specification, salary range, and any other substantial changes.

THE SOUTH EL MONTE CITY COUNCIL DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves the creation of the classification of Administrative Coordinator, and adopts the job description for the position, a copy of which is attached hereto as Exhibit A.

SECTION 3. The South El Monte City Council hereby approves the compensation range from \$5,588 – \$6,792 per month. .

SECTION 4. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

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. 25-017 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 18th day of February 2025 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

CITY OF SOUTH EL MONTE

ADMINISTRATIVE COORDINATOR Bargaining Unit: SEMEA Non-Exempt

DEFINITION

Under direction from the City Manager and Senior Executive Assistant / Community Liaison, coordinates and organizes a variety of Administrative, Programmatic & Special Project activities, including the identification, development, and implementation of Citywide, State and Federally mandated assignments. Assists in the preparation of funding opportunities and award proposals; prepares recommendations for programs and policy, gathers information, and conducts research on a variety of assignments given, prepares and presents oral as well as written summary reports, datasheets and support documents; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Senior Executive Assistant / Community Liaison. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

Duties may include, but are not limited to, the following:

- Organizes and coordinates cross departmental administrative work as assigned, and assists in the development and implementation of policies, procedures, and practices. Maintains records of the Administration Department, and recommends improvements to various City services.
- Responds to questions and provides information to City staff and the public, regarding related City policies, programs, and special projects.
- Conducts surveys, performs research and statistical analyses on general administrative, programmatic, and operational problems.
- Analyzes and interprets data collected and prepares periodic or special reports; prepares written reports, visual aids, letters, contracts and other written documents and computerized reports as needed.
- Attends meetings with City management and staff to develop project recommendations and to monitor project schedules, goals, and objectives.
- Maintains administrative, programmatic, and special projects records; Assists in the development, production, and presentation of status reports, as assigned.
- Assists in the planning and organizing of special event calendars; preparation of facilities and venues, events communication, and correspondence, and securing of needed personnel, equipment and material for program.
- Assists the City Council Office when the Senior Executive Assistant/Community Liaison is out of the office/or on vacation.
- Assist the Administration Department with Emergency Preparedness duties.
- Assists the Reception area when back up is needed or reception is on vacation.
- Performs related duties as Assigned.

JOB REQUIREMENTS

Knowledge:

- Theories, principles, practices, and programs common in City Services.
- Municipal government functions, federal, state, and local laws, rules, and regulations.
- Ability to Coordinate general administrative work and communicate well with others internally and externally on behalf of City Administration.
- Practices principles of record keeping & management, basic funding/budgeting and confidentiality guidelines.
- Basic principles of customer service and public relations.

Competencies:

- Professional Impact – Presenting self as a positive representative of the City.
- Relationship Building – May establish and maintain a network of resources and contacts and call upon the network for involvement and support.
- Professional Integrity and Ethics – May weigh alternatives where no clear guidance exists for appropriate behavior.
- Adaptability & Innovation – May find ways to engage in change and/or find new approaches to performing familiar tasks, and bring about change.
- Legal and regulatory navigation – May apply principles of mechanical advantage to get work done.
- Self-Management – May be self-directed, self-monitoring in commitments, accomplishments, and follow through on instructions and assignments.
- Critical Thinking – May identify the central issue of a problem and differentiate relevant from irrelevant facts and data.
- Attention to details – May apply knowledge, skill, and insight on products of work details, evaluation of performances that differentiate fine quality work from acceptable quality.
- Safety Focus – May educate or guide others on workplace safety, health and or Emergency policies and procedures.
- Using Technology – May use intermediate-to-advanced features and functions.

- Analyzing and Interpreting Data – May assemble data for reports and review data to verify that data is complete and accurate and make sense.
- Bilingual Facility – May speak, read, and write a second language fluently and highly developed vocabulary and precise grammar and syntax.

MINIMUM QUALIFICATIONS

Experience:

Two (2) years of experience in general administrative coordination work, preferably in local government, or other various public sector organizations implementing programs, and or providing service.

Education:

Bachelor's degree in Public Administration, Business Administration, Accounting, Social Sciences, or a related field from an accredited Four-Year Educational Institution.

Licenses and Certificates:

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Frequently required to sit and talk or hear.
- Occasionally required to walk.
- Use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required to include close vision and the ability to adjust focus.

Working Conditions:

- Sedentary, office work.
- Noise level is consistent with work in an office setting.

RESOLUTION NO. 25-018

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
CREATING THE TRANSPORTATION & SENIOR SERVICES
COORDINATOR CLASSIFICATION AND ADOPTING
COMPENSATION

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Communications Coordinator; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.040 the City Manager is responsible for preparation and maintenance of a classification plan consisting of job specifications for all classifications in the City's classified service; and

WHEREAS, the City Manager recommends the creation of Transportation & Senior Service Coordinator position to replace the previously established Communications Coordinator position in the Senior Services Department and compensation be adopted ; and

WHEREAS, the City has or will meet and confer with any affected employee organization regarding the implementation of the class specification, salary range, and any other substantial changes.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL DOES HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves the creation of the classification of Transportation & Senior Services Coordinator, and adopts the job description for the position, a copy of which is attached hereto as Exhibit A.

SECTION 3. The South El Monte City Council hereby approves the compensation range from \$5,588 - \$6,792 per month.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

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. 25-018 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 18th day of February 2025 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

CITY OF SOUTH EL MONTE

TRANSPORTATION & SENIOR SERVICES COORDINATOR

Bargaining Unit: SEM Non-Exempt

DEFINITION

Under direction from the Transportation & Senior Services Supervisor, coordinates, organizes and conducts daily operations of Senior Center activities and implementation of nutrition and transportation services; prepares and maintains senior service records and documents; gathers information and conducts research on a variety of nutrition, senior programs and transportation related issues; makes policy and programmatic recommendations; provides work direction to senior program, center facility and transportation services staff; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is provided by the Senior Services Supervisor. Supervision is exercised over division staff including part-time recreation staff, volunteers, Title V workers and transportation drivers.

ESSENTIAL DUTIES:

Duties may include, but are not limited to the following:

- Coordinate organizes and assists in the implementation of Senior Center operations and the implementation of Nutrition Program, Home Delivery Program, and Transportation services including Dispatching (Ecolane System); assists in the development and coordination of policies, procedures, and practices; develops and maintains records on senior and transportation community needs; recommends improvements to senior and transportation services.
- Prepares and maintains transportation and nutrition services records; ensures compliancy with the Los Angeles County Elderly Nutrition Program and any other grant based programs; conducts research on a variety of senior and transportation related issues; prepares written and oral reports; drafts and develops a variety of reports, summaries and documents related to transportation and the senior nutrition program; maintains calendar of events for senior services, elderly nutrition program and special transportation needs.
- Schedules transportation appointments, assigns, monitors, and dispatches trips to assigned van drivers; coordinates and schedules assigned routes and monitors daily driver performance; dispatches drivers upon requests to transport senior citizens, disabled residents, and children; trains new drivers on procedures, routes, and wheelchair operations. Ensure that drivers possess current driver's licenses and up-to-date medical certifications.
- Monitors and assist to prepare Senior Center facility maintenance work requests; ensures facility is clean and equipment is in operating condition; arranges for room set-up for events and programs.
- Monthly updates to the Senior Services and Transportation Webpage.
- Organizes and plans senior activities and senior day trips by selecting venue and coordinates participation fees; determines and secures needed personnel, equipment,

and material for program activities.

- Coordinates and oversees senior services special events including all luncheons.
- Drives passenger vans and provide transportation to senior citizens, disabled residents and children as needed.
- Prepares and submits correspondence to staff and the community on senior services events and programs.
- Participate in training sessions as required to ensure compliance with certifications and contracts related to grants.
- Performs related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Theories, principles, practices, and programs common to the field of senior and transportation services.
- City and local community streets and locations; vehicle codes and driving regulations; senior citizen services.
- Ability to provide information on transportation and senior nutrition program requirements, compliance with City, County, Metro and vehicle code requirements and regulations.
- Principles of supervision, staff training and performance evaluation.
- Practices principles of record management, budgeting and adherence to laws and confidentiality guidelines.
- Policies and procedures related to senior programs and transportation.
- Government requirements regarding health and safety procedures.

Competencies

- Professional Impact – Presenting self as a positive representative of the city.
- Relationship Building – May establish and maintain a network of resources and contacts and call upon the network for involvement and support.
- Innovation – May find new approaches to performing familiar tasks.
- Legal and regulatory navigation – May apply principles of mechanical advantage to get work done.
- Self-Management – May be self-directed, self-monitoring in commitments and accomplishments.
- Critical Thinking – May identify the central issue of a problem and differentiate relevant from irrelevant facts and data.
- Attention to Detail – May put insightful final touches on products or performances that differentiate fine quality from acceptable quality.
- Safety Focus – May educate or guide others on workplace safety and health policies and procedures.
- Adaptability – May find ways to engage in change to make it successful.
- Professional Integrity and Ethics – May weigh alternatives where no clear guidance exists for appropriate behavior.
- Handling Conflict – May facilitate conflict resolution by listening, clarifying, and seeking common ground.

- Oral Communication – Adjusts vocabulary and formality according to the audience and purpose.
- Bilingual Facility – May speak, read, and write a second language fluently and a highly developed vocabulary and precise grammar and syntax.

MINIMUM QUALIFICATIONS

Experience:

Two (2) years of responsible experience in Senior Programs or Transportation Services and one-year supervisory experience in program and services.

Education:

Associates degree in Gerontology, Social Work, Public Administration, or related field.

Licenses and Certificates:

- Possession of or ability to obtain an appropriate California driver's license and a satisfactory driving record is required.
- Certification of first aid and CPR training is required within three (3) months of employment.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

- Regularly required to stand, sit, walk, talk, hear and to use hands to finger, grasp and perform repetitive motions.
- Occasionally lift to 25 pounds.
- Vision abilities required to operate City vehicles.

Working Conditions

- Office setting indoors, with the possibility of involvement in outdoor programs.
- Noise level consistent with office work.

RESOLUTION NO. 25-019

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
CREATING THE PUBLIC SAFETY SUPERVISOR
CLASSIFICATION AND ADOPTING COMPENSATION

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) section 2.64.040 the City Manager is responsible for preparation and maintenance of a classification plan consisting of job specifications for all classifications in the City’s classified service; and

WHEREAS, pursuant to SEMMC section 2.64.040, the City Manager recommends creating the position of Public Safety Supervisor and compensation be adopted; and

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Code Enforcement Supervisor; and

WHEREAS, the creation of the Public Safety Supervisor position will reinforce the previously established Code Enforcement Supervisor position in the Public Works Department; and

WHEREAS, the City has or will meet and confer with any affected employee organization regarding the implementation of the class specification, salary range, and any other substantial changes.

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

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves the creation of the classification of Public Safety Supervisor, and adopts the job description for the position, a copy of which is attached hereto as Exhibit A.

SECTION 3. The South El Monte City Council hereby approves the compensation range from \$6,925 – 8,417 per month.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

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. 25-019 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 18th day of February 2025 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

CITY OF SOUTH EL MONTE

PUBLIC SAFETY SUPERVISOR

Bargaining Unit: SEMEMTA Exempt (Confidential)

DEFINITION

Under direction from the Director of Public Works, plans, implements, supervises and evaluates the activities of Public Safety employees, functions and operations in technical inspection and regulatory enforcement; schedules and assigns daily work activities; coordinates and conducts the most complex and difficult inspections and regulatory code and public safety compliance and enforcement; performs other related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Director of Public Works. Supervision is exercised over Public Safety Officers, and assigned department administrative support staff.

ESSENTIAL DUTIES:

Duties may include, but are not limited to, the following:

- Plans, directs, and reviews the work of staff responsible for performing technical inspection and regulatory enforcement work; assigns daily work activities; verifies work of assigned employees for accuracy, proper work methods, techniques, codes, policies, procedures and standards.
- Enforces federal, State, and municipal laws pertaining to the technical codes, zoning/land use, rent control, property maintenance, mechanical noise, signs, illegal dumping, graffiti and garage sales.
- Confers and meets with architects, contractors, builders, and the general public in the field and in the office; explains and interprets requirements and restrictions.
- Recommends goals and objectives; participates in budget preparation and administration; participates in the selection of assigned staff; plans, facilitates, coordinates, and evaluates the work of Public Safety Officers; trains and coordinates staff training and development.
- Assists in developing and implementing policies and procedures; ensures that inspections and enforcement is in compliance with codes and conducted in compliance with accepted techniques; oversees public safety enforcement activities and ensures compliance with related guidelines and laws.
- Responds to technical questions from staff; meets with homeowners, contractors, developers, architects, and engineers to resolve issues and concerns; recommends necessary changes to obtain compliance with applicable codes and regulations
- Identifies and navigates through controversial and troublesome projects; keeps management apprised of all projects and potentially problematic concerns and issues.
- Oversees maintenance of files and reports regarding inspection activities and findings.
- Confers with City Attorney to conduct office conference and prepares cases for prosecution; assigns cases to Public Safety Officers; monitors and oversees field inspections; maintains records of inspections; prepares reports and correspondence; appears at court hearings as requested.

Public Safety Supervisor

- Reviews, and schedules citation hearings and may attend hearings; authorizes street closures due to events; makes decision to maintain the City's safety. Issues citations as necessary during Public Safety activities.
- Performs other related duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Practices of municipal zoning and land use regulations, housing, building codes, fire codes state vehicle code, parking and traffic regulations, and health laws.
- Nuisance abatement.
- Investigation and research related to the enforcement of City codes.
- Deal effectively and cooperatively with the public to solve code violation and obtain compliance.
- Analyze code violations and crime statistics.
- Generate reports and present on his findings.
- Keep detailed records and field notes.
- Willingness to serve on a 24-hour call for emergency services.

Competencies:

- Managing Performance – Sets and aligns individual performance goals with the goals of the department and the overall organization.
- Teamwork – Understands one's role on the team and does whatever is needed to make the team a success.
- Critical Thinking and Problem Solving – Shows insight into the root-causes of problems or issues.
- Legal and Regulatory Navigation – Knows and stays current on the relevant laws and regulations that pertain to the job.
- Anticipates future needs of the organization and pursues related learning.
- Industry Awareness – Knows and monitors the external environment of the organization key politics, and major players.
- Integrity and Ethics – Takes responsibility for their own actions by building trust through reliability and authenticity.
- Safety Focus – Recognizes potential hazards in the workplace and sees that they are addressed.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Relationship Building – Establishing rapport and maintaining working relationships.
- Customer Focus – Shows interest and understands the needs, expectations, and circumstances of internal and external customers.
- Informing – Obtaining and sharing information in a timely understandable manner.
- Oral Communications – Uses correct vocabulary and grammar, presents information clearly and in an organized manner.
- Writing - Uses correct sentence structure, spelling and presents information clearly and in cogent manner.

MINIMUM QUALIFICATIONS

Experience:

Three (3) years of increasingly responsible public safety compliance experience including two (2) years of lead or supervisory responsibility. Some experience in public contact work, preferably involving the interpretation of codes.

Education:

Associate degree in Construction, Engineering, or a closely related field. Bachelor's degree is preferred.

Additional Information/Requirements:

- Valid California Driver's License.
- Certificate of Achievement in Police Academy/Basic Police Academy Module I, College courses 21.5 Units in PAC075D-Basic Course Module I or PAC075G-Basic Academy Intensive Modular I code enforcement is preferred.
- Certification of First Aid and CPR training within six (6) months of employment.
- State of California Powers of Arrest course, Section 832 (a) is preferred.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Regularly required to use hands to finger, grasp, feel, use repetitive motions in order to operate office equipment.
- Frequently required to sit, talk, and hear.
- Occasionally required to stand, walk, stoop, kneel, crouch or reach.
- Lift up to 25 pounds.
- Perform sedentary work.
- Vision abilities see and perform office machine operations.

Working Conditions:

- Internal, office and external, code enforcement field work setting.
- Noise level consistent with office setting and moderate, with traffic out in fieldwork.
- Work flexible hours, evening, weekend, and overtime work will be required at various times and willingness to serve on a 24-hour call for emergency services.

RESOLUTION NO. 25-020

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
CREATING THE CITY CLERK EXECUTIVE ASSISTANT
CLASSIFICATION AND ADOPTING COMPENSATION

WHEREAS, the City of South El Monte previously approved and adopted class specifications and a salary range for the position of Executive Assistant; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.040 the City Manager is responsible for preparation and maintenance of a classification plan consisting of job specifications for all classifications in the City's classified service; and

WHEREAS, the City Manager recommends the creation of City Clerk Executive Assistant position to replace the previously established Executive Assistant position in the City Clerk Department and compensation be adopted; and

WHEREAS, the City has or will meet and confer with any affected employee organization regarding the implementation of the class specification, salary range, and any other substantial changes.

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

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The South El Monte City Council hereby approves the creation of the classification of City Clerk Executive Assistant, and adopts the job description for the position, a copy of which is attached hereto as Exhibit A.

SECTION 3. The South El Monte City Council hereby approves the compensation range from \$5,846 – \$7,105 per month.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 18th day of February 2025.

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. 25-020 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 18th day of February 2025 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

CITY OF SOUTH EL MONTE

CITY CLERK EXECUTIVE ASSISTANT

Bargaining Unit: SEMEA

DEFINITION

Under direction from the City Clerk, performs a variety of confidential, complex, and responsible administrative support duties; prepares a variety of reports, records and materials; responds to questions and requests for information; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the City Clerk. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

Duties may include, but are not limited to, the following:

- Receives and screens incoming telephone calls; responds to inquiries, resolves complaints, and provides information regarding departmental programs, policies and procedures; refers callers and visitors to appropriate staff, as appropriate for specific projects and concerns.
- Initiates and prepares communications; types and proofreads a variety of documents including staff reports, letters, memoranda and forms from scratch, rough draft, or verbal instruction, including documents of a confidential or sensitive nature; reviews documents for completeness, accuracy, grammar, spelling, punctuation, tone, readability, formatting and compliance with policies and procedures.
- Maintains calendars, schedules meetings, conference calls and conferences; utilizes organization skills to schedule and set-up a variety of meetings and presentations; ordering and serving food, greeting attendees, providing audio/visual/filming, and recording equipment, and meeting handouts; makes travel arrangements.
- Monitors and keeps the City Clerk and administrators informed of pending issues, project due dates, upcoming meetings, scheduled events, and sensitive matters affecting the department.
- Receives, screens, and prioritizes communications and materials submitted for review, approval, and signature.
- Attends City Council meetings as required; assembles and prepares agenda packets; takes notes and transcribes minutes; disseminates information to interested parties; prepares and posts meeting notices; uploads agendas and other reports to the City website, assists with ensuring City Council/Staff are in compliance with the Brown Act.
- Assists with the preparation of contract documents and consultant service agreements; proofreads documents and maintains files; monitors project budget and contract requirements.
- Researches, retrieves, and compiles information from files, databases and external sources to prepare reports, presentations and correspondence pertaining to departmental operations and activities.
- Maintains, organizes, and updates administrative files, records and databases; serves as custodian of departmental records, prepares files for archival storage and retrieves

archived files as necessary.

- Receives and reviews mail and correspondence sent to department; responds to inquiries or routes to staff as appropriate.
- Maintains and updates Departmental website
- Monitors departmental supply inventory and purchases supplies as necessary.
- Assists and makes departmental budget preparation and administration; monitors expenses against the approved budget; prepares worksheets and summaries of budget data.
- Maintains and monitors database of invoices and expenditures; prepares check requests and invoices for payment; prepares expense reports; manages purchase orders.
- Assists with the City's Passport Services Program and serves as a Passport Acceptance Agent.
- Establishes and implements departmental office practices, forms and procedures.
- Executes department specific projects.
- Performs other duties as assigned.

JOB REQUIREMENTS

Knowledge:

- Modern office practices.
- Research and information gathering techniques.
- Basic office mathematics.
- Project management.
- Interpret city and state laws as they apply.
- Establishment and maintenance of files and information systems.
- Principles and procedures of Public Administration.
- Confidential file development, maintenance, and dispersal.
- Assess information and use good judgement to ascertain when data or requests are of high priority.

Competencies:

- Professional & Technical Expertise – Applying technical subject matter to the job.
- Critical Thinking and Problem Solving – Analytically and logically evaluating information, issues, and problems.
- Reading Comprehension – Understanding and using written information.
- Using Technology – Working with electronic hardware and software applications.
- Action & Results Focus – Initiating tasks and focusing on accomplishment.
- Adaptability – Responding positively to change and modifying behavior as the situation requires.
- Attention to Detail – Focusing on the details of work content, work steps, and final work products.
- Innovation – Imagining and devising new and better ways of doing things.
- Self-Management – Showing personal organization, self-discipline, and dependability.
- Informing – Proactively obtaining and sharing information.
- Listening – Fully comprehending spoken communication.

- Oral Communication – Engaging effectively in dialogue.
- Writing – Communicating effectively in writing.
- Customer Focus – Attending to the needs and expectation of customers.
- Professional Impact – Presenting self as a positive representative of the organization.
- Teamwork – Collaborating with others to achieve shared goals.
- Political & Organizational Knowledge – Working skillfully with politics, procedures, and protocols across organizational levels and boundaries.

MINIMUM QUALIFICATIONS

Experience:

Three (3) years of experience involving administrative responsibilities of a sensitive nature, record keeping, general clerical operations, or office management and interaction with the public and confidentially.

Education:

Associates degree or two years college course work in business may be substituted for one year experience.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Regularly required to use hands to finger, grasp, feel, use repetitive motions to operate office equipment.
- Frequently required to sit, talk, and hear.
- Occasionally required to stand, walk, stoop, kneel, crouch or reach, and to lift up to 25 pounds.
- Vision abilities required to perform office machine operations.

Working Conditions:

- Sedentary, office work.
- Noise level consistent with work in an office setting.

ATTACHMENT A
City of South El Monte
Monthly Salary Schedules for SEMEA Members
Period: July 1, 2024 - June 30, 2025

Job Title	Step A	Step B	Step C	Step D	Step E
Accountant	6,359	6,677	7,011	7,361	7,729
Admin Assistant I (City Hall)	5,107	5,363	5,631	5,912	6,208
Admin Assistant I (Community Services)	5,107	5,363	5,631	5,912	6,208
Admin Clerk Community Development	4,020	4,221	4,432	4,654	4,886
Admin Clerk Public Safety	3,837	4,029	4,231	4,442	4,664
Admin Clerk Public Works	4,020	4,221	4,432	4,654	4,886
Administrative Coordinator	5,589	5,868	6,162	6,470	6,793
Assistant Planner	6,336	6,653	6,986	7,335	7,702
City Clerk Executive Assistant	5,846	6,138	6,445	6,767	7,105
Clerical Assistant	3,676	3,860	4,053	4,255	4,468
Code Enforcement Coordinator	5,589	5,868	6,162	6,470	6,793
Code Enforcement Officer	5,824	6,115	6,421	6,742	7,079
Communications Coordinator	5,589	5,868	6,162	6,470	6,793
Community Development Analyst	6,369	6,687	7,022	7,373	7,742
Community Development Executive Assistant	5,846	6,138	6,445	6,767	7,105
Community Services Analyst	6,387	6,706	7,041	7,394	7,763
Department Clerk	4,994	5,244	5,506	5,781	6,071
Deputy City Clerk	6,066	6,370	6,688	7,023	7,374
Driver Class B	3,584	3,763	3,951	4,148	4,356
Equipment Mechanic	5,422	5,694	5,978	6,277	6,591
Finance Clerk	4,447	4,669	4,903	5,148	5,405
Fleet Mechanic	5,945	6,242	6,554	6,882	7,226
Grants Coordinator	5,865	6,158	6,466	6,789	7,129
Human Resources Admin Assistant	5,107	5,363	5,631	5,912	6,208
Landscape Supervisor	6,668	7,001	7,351	7,719	8,105
Lead Maintenance Operator-Field	5,662	5,945	6,242	6,555	6,882
Lead Maintenance Worker III	5,945	6,242	6,554	6,882	7,226
Lead Maintenance Worker-Building	5,662	5,945	6,242	6,555	6,882
Lead Maintenance Worker-Landscape	5,662	5,945	6,242	6,555	6,882
License Enforcement Officer	4,318	4,534	4,760	4,999	5,248
Maintenance Worker I	4,520	4,746	4,983	5,232	5,494
Maintenance Worker II (Specialist)	5,662	5,945	6,242	6,555	6,882
Office Assistant	4,065	4,268	4,481	4,705	4,940
Permit Technician	5,244	5,507	5,782	6,071	6,375
Planning Assistant	5,107	5,363	5,631	5,912	6,208
Public Safety Officer	3,822	4,013	4,214	4,424	4,646
Public Works Analyst	6,637	6,969	7,318	7,684	8,068
Receptionist	3,873	4,067	4,270	4,483	4,708
Recreation Coordinator	5,354	5,621	5,902	6,198	6,507
Recreation Specialist	3,548	3,726	3,912	4,108	4,313
Senior Accountant	7,499	7,874	8,268	8,681	9,115
Senior Building Inspector	7,811	8,202	8,612	9,042	9,495
Senior Center Receptionist	3,677	3,861	4,054	4,257	4,470
Senior Services Coordinator	5,589	5,868	6,162	6,470	6,793
Senior Services Specialist	3,548	3,726	3,912	4,108	4,313
Street Supervisor	6,667	7,001	7,351	7,718	8,104
Transportation & Senior Services Coordinator	5,589	5,868	6,162	6,470	6,793

ATTACHMENT B
City of South El Monte
Monthly Salary Schedules for SEMEA Members
Period: July 1, 2025 - June 30, 2026

Job Title	Step A	Step B	Step C	Step D	Step E
Accountant	6,613	6,944	7,291	7,656	8,038
Admin Assistant I (City Hall)	5,312	5,577	5,856	6,149	6,456
Admin Assistant I (Community Services)	5,312	5,577	5,856	6,149	6,456
Admin Clerk Community Development	4,181	4,390	4,609	4,840	5,082
Admin Clerk Public Safety	3,991	4,190	4,400	4,620	4,851
Admin Clerk Public Works	4,181	4,390	4,609	4,840	5,082
Administrative Coordinator	5,812	6,103	6,408	6,729	7,065
Assistant Planner	6,590	6,919	7,265	7,628	8,010
City Clerk Executive Assistant	6,079	6,383	6,702	7,038	7,389
Clerical Assistant	3,823	4,014	4,215	4,425	4,647
Code Enforcement Coordinator	5,812	6,103	6,408	6,729	7,065
Code Enforcement Officer	6,057	6,359	6,677	7,011	7,362
Communications Coordinator	5,812	6,103	6,408	6,729	7,065
Community Development Analyst	6,624	6,955	7,303	7,668	8,051
Community Development Executive Assistant	6,079	6,383	6,702	7,038	7,389
Community Services Analyst	6,642	6,974	7,323	7,689	8,074
Department Clerk	5,194	5,454	5,726	6,013	6,313
Deputy City Clerk	6,309	6,624	6,956	7,303	7,669
Driver Class B	3,727	3,913	4,109	4,314	4,530
Equipment Mechanic	5,639	5,921	6,217	6,528	6,855
Finance Clerk	4,625	4,856	5,099	5,354	5,621
Fleet Mechanic	6,183	6,492	6,817	7,158	7,515
Grants Coordinator	6,099	6,404	6,725	7,061	7,414
Human Resources Admin Assistant	5,312	5,577	5,856	6,149	6,456
Landscape Supervisor	6,934	7,281	7,645	8,027	8,429
Lead Maintenance Operator-Field	5,889	6,183	6,492	6,817	7,158
Lead Maintenance Worker III	6,183	6,492	6,817	7,158	7,515
Lead Maintenance Worker-Building	5,889	6,183	6,492	6,817	7,158
Lead Maintenance Worker-Landscape	5,889	6,183	6,492	6,817	7,158
License Enforcement Officer	4,491	4,715	4,951	5,198	5,458
Maintenance Worker I	4,700	4,935	5,182	5,441	5,713
Maintenance Worker II (Specialist)	5,889	6,183	6,492	6,817	7,158
Office Assistant	4,227	4,438	4,660	4,893	5,138
Permit Technician	5,454	5,727	6,013	6,314	6,630
Planning Assistant	5,312	5,577	5,856	6,149	6,456
Public Safety Officer	3,975	4,174	4,382	4,601	4,831
Public Works Analyst	6,903	7,248	7,610	7,991	8,390
Receptionist	4,028	4,229	4,441	4,663	4,896
Recreation Coordinator	5,568	5,846	6,139	6,445	6,768
Recreation Specialist	3,690	3,875	4,069	4,272	4,486
Senior Accountant	7,799	8,189	8,598	9,028	9,480
Senior Building Inspector	8,124	8,530	8,956	9,404	9,874
Senior Center Receptionist	3,824	4,016	4,216	4,427	4,649
Senior Services Coordinator	5,812	6,103	6,408	6,729	7,065
Senior Services Specialist	3,690	3,875	4,069	4,272	4,486
Street Supervisor	6,934	7,281	7,645	8,027	8,428
Transportation & Senior Services Coordinator	5,812	6,103	6,408	6,729	7,065

ATTACHMENT C
City of South El Monte
Monthly Salary Schedules for SEMEA Members
Period: July 1, 2026 - June 30, 2027

Job Title	Step A	Step B	Step C	Step D	Step E
Accountant	6,878	7,222	7,583	7,962	8,360
Admin Assistant I (City Hall)	5,524	5,800	6,090	6,395	6,715
Admin Assistant I (Community Services)	5,524	5,800	6,090	6,395	6,715
Admin Clerk Community Development	4,348	4,565	4,794	5,033	5,285
Admin Clerk Public Safety	4,150	4,358	4,576	4,805	5,045
Admin Clerk Public Works	4,348	4,565	4,794	5,033	5,285
Administrative Coordinator	6,045	6,347	6,665	6,998	7,348
Assistant Planner	6,853	7,196	7,556	7,933	8,330
City Clerk Executive Assistant	6,323	6,639	6,971	7,319	7,685
Clerical Assistant	3,976	4,175	4,383	4,603	4,833
Code Enforcement Coordinator	6,045	6,347	6,665	6,998	7,348
Code Enforcement Officer	6,299	6,614	6,944	7,292	7,656
Communications Coordinator	6,045	6,347	6,665	6,998	7,348
Community Development Analyst	6,889	7,233	7,595	7,975	8,373
Community Development Executive Assistant	6,323	6,639	6,971	7,319	7,685
Community Services Analyst	6,908	7,253	7,616	7,997	8,397
Department Clerk	5,402	5,672	5,955	6,253	6,566
Deputy City Clerk	6,561	6,889	7,234	7,596	7,975
Driver Class B	3,876	4,070	4,273	4,487	4,711
Equipment Mechanic	5,865	6,158	6,466	6,789	7,129
Finance Clerk	4,810	5,050	5,303	5,568	5,846
Fleet Mechanic	6,430	6,752	7,089	7,444	7,816
Grants Coordinator	6,343	6,661	6,994	7,343	7,711
Human Resources Admin Assistant	5,524	5,800	6,090	6,395	6,715
Landscape Supervisor	7,212	7,572	7,951	8,348	8,766
Lead Maintenance Operator-Field	6,124	6,430	6,752	7,089	7,444
Lead Maintenance Worker III	6,430	6,752	7,089	7,444	7,816
Lead Maintenance Worker-Building	6,124	6,430	6,752	7,089	7,444
Lead Maintenance Worker-Landscape	6,124	6,430	6,752	7,089	7,444
License Enforcement Officer	4,670	4,904	5,149	5,406	5,677
Maintenance Worker I	4,888	5,133	5,389	5,659	5,942
Maintenance Worker II (Specialist)	6,124	6,430	6,752	7,089	7,444
Office Assistant	4,396	4,616	4,847	5,089	5,344
Permit Technician	5,672	5,956	6,254	6,566	6,895
Planning Assistant	5,524	5,800	6,090	6,395	6,715
Public Safety Officer	4,134	4,341	4,558	4,785	5,025
Public Works Analyst	7,179	7,538	7,915	8,311	8,726
Receptionist	4,189	4,398	4,618	4,849	5,092
Recreation Coordinator	5,791	6,080	6,384	6,703	7,038
Recreation Specialist	3,838	4,030	4,231	4,443	4,665
Senior Accountant	8,111	8,517	8,942	9,390	9,859
Senior Building Inspector	8,449	8,871	9,315	9,780	10,269
Senior Center Receptionist	3,977	4,176	4,385	4,604	4,835
Senior Services Coordinator	6,045	6,347	6,665	6,998	7,348
Senior Services Specialist	3,838	4,030	4,231	4,443	4,665
Street Supervisor	7,211	7,572	7,950	8,348	8,765
Transportation & Senior Services Coordinator	6,045	6,347	6,665	6,998	7,348

ATTACHMENT A
City of South El Monte
Monthly Salary Schedules for SEMEMTA Members
Period: July 1, 2024 - June 30, 2025

Job Title	Step A	Step B	Step C	Step D	Step E
Accounting Manager	9,733	10,220	10,731	11,267	11,831
Accounting Specialist	6,122	6,428	6,749	7,087	7,441
Accounting Technician	5,530	5,806	6,096	6,401	6,721
Administrative Assistant	5,107	5,363	5,631	5,912	6,208
Administrative Technician	5,132	5,389	5,658	5,941	6,238
Code Enforcement Supervisor	6,925	7,271	7,635	8,016	8,417
Community Services Manager	8,327	8,744	9,181	9,640	10,122
Executive Assistant	5,846	6,138	6,445	6,767	7,105
Human Resources Analyst	6,688	7,022	7,373	7,742	8,129
Human Resources/Risk Manager	8,531	8,957	9,405	9,876	10,369
Planning Manager	8,448	8,870	9,314	9,779	10,268
Public Safety Supervisor	6,925	7,271	7,635	8,016	8,417
Public Works Supervisor	7,255	7,618	7,999	8,399	8,819
Recreation Manager	7,604	7,984	8,383	8,802	9,242
Recreation Supervisor	6,869	7,213	7,573	7,952	8,350
Senior Accounting Specialist	6,429	6,750	7,087	7,442	7,814
Senior Executive Assistant	6,666	6,999	7,349	7,717	8,102
Senior Public Work Analyst	7,604	7,984	8,383	8,802	9,242
Senior Serv. & Transportation Supervisor	7,101	7,456	7,829	8,220	8,631

ATTACHMENT B
City of South El Monte
Monthly Salary Schedules for SEMEMTA Members
Period: July 1, 2025 - June 30, 2026

Job Title	Step A	Step B	Step C	Step D	Step E
Accounting Manager	10,122	10,629	11,160	11,718	12,304
Accounting Specialist	6,367	6,685	7,019	7,370	7,739
Accounting Technician	5,751	6,038	6,340	6,657	6,990
Administrative Assistant	5,312	5,577	5,856	6,149	6,456
Administrative Technician	5,338	5,604	5,885	6,179	6,488
Code Enforcement Supervisor	7,202	7,562	7,940	8,337	8,754
Community Services Manager	8,660	9,093	9,548	10,025	10,527
Executive Assistant	6,079	6,383	6,702	7,038	7,389
Human Resources Analyst	6,955	7,303	7,668	8,052	8,454
Human Resources/Risk Manager	8,872	9,316	9,781	10,271	10,784
Planning Manager	8,786	9,225	9,686	10,170	10,679
Public Safety Supervisor	7,202	7,562	7,940	8,337	8,754
Public Works Supervisor	7,546	7,923	8,319	8,735	9,172
Recreation Manager	7,908	8,303	8,718	9,154	9,612
Recreation Supervisor	7,144	7,501	7,876	8,270	8,684
Senior Accounting Specialist	6,686	7,020	7,371	7,739	8,126
Senior Executive Assistant	6,933	7,279	7,643	8,025	8,427
Senior Public Work Analyst	7,908	8,303	8,718	9,154	9,612
Senior Serv. & Transportation Supervisor	7,385	7,754	8,142	8,549	8,976

ATTACHMENT C
City of South El Monte
Monthly Salary Schedules for SEMEMTA Members
Period: July 1, 2026 - June 30, 2027

Job Title	Step A	Step B	Step C	Step D	Step E
Accounting Manager	10,527	11,054	11,606	12,187	12,796
Accounting Specialist	6,621	6,952	7,300	7,665	8,048
Accounting Technician	5,981	6,280	6,594	6,923	7,270
Administrative Assistant	5,524	5,800	6,090	6,395	6,715
Administrative Technician	5,551	5,829	6,120	6,426	6,747
Code Enforcement Supervisor	7,490	7,865	8,258	8,671	9,104
Community Services Manager	9,007	9,457	9,930	10,426	10,948
Executive Assistant	6,323	6,639	6,971	7,319	7,685
Human Resources Analyst	7,234	7,595	7,975	8,374	8,792
Human Resources/Risk Manager	9,227	9,688	10,173	10,681	11,215
Planning Manager	9,137	9,594	10,074	10,577	11,106
Public Safety Supervisor	7,490	7,865	8,258	8,671	9,104
Public Works Supervisor	7,848	8,240	8,652	9,084	9,539
Recreation Manager	8,224	8,635	9,067	9,520	9,996
Recreation Supervisor	7,430	7,801	8,191	8,601	9,031
Senior Accounting Specialist	6,953	7,301	7,666	8,049	8,452
Senior Executive Assistant	7,210	7,570	7,949	8,346	8,764
Senior Public Work Analyst	8,224	8,635	9,067	9,520	9,996
Senior Serv. & Transportation Supervisor	7,680	8,064	8,468	8,891	9,335



City Council Agenda Report

Agenda Item No. 8.a.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Guillermo Arreola, Director of Community Development

SUBJECT: APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT WAREHOUSE BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD

SUMMARY: APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09

RECOMMENDED ACTION: Pursuant to Government Code Section 54955.1 this hearing has been continued to March 4, 2025.

FISCAL/FINANCIAL IMPACT: None

DISCUSSION: None

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 9.a.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: APPOINTMENT OF COUNCIL ALTERNATE AND REPRESENTATIVE TO VACANCIES ON ORGANIZATIONS, AGENCIES AND SUB-COMMITTEES

SUMMARY: Staff seeks City Council approval of appointments of alternate to fill vacancies from former Councilmember Richard Angel to organizations, agencies and City Sub-Committees.

RECOMMENDED ACTION: Staff Recommends that the City Council discuss and make Appointments.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: Appointment of Alternate to replace former Councilmember Richard Angel on the following Organizations, Agencies and Sub-Committees.

Organization/Agencies

1. California Contract Cities Association
2. California Joint Powers Insurance Authority
3. Los Angeles County City Selection Committee
4. Metropolitan Transit Authority
5. San Gabriel Valley Council of Governments
6. San Gabriel Valley Economic Partnership
7. LA County Sanitation Districts No. 15
8. Southeast Area Animal Control Authority
9. Southern California Association of Governments

Sub-Committees

10. New Temple Park Rehabilitation Project

ATTACHMENT(S):

A. COUNCIL ALTERNATE LIST

ALTERNATE LIST

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
1	California Contract Cities Assoc. 17315 Studebaker Rd., Ste. 210 Cerritos, CA 90703 Contact: Marcel Rodarte, Executive Director Email: marcel@contractcities.org Frank Rodarte, Administrative Specialist Email: frank@contractcities.org PH: 562-622-5533 www.contractcities.org	3 rd Wed of each month, 6:30 pm, various locations	Councilman Manuel Acosta (Appt'd 1-24-23)		Statewide organization to promote legislation favorable to Contract Cities. We are a member city	\$100	N
2	California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 Veronica Ruiz vrui@cjpia.org 562-467-8736 www.cjpia.org	Board of Director meeting held annually in July	Mayor Gloria Olmos		Consortium of cities for self-insurance. Council sits on the Board of Directors board.	\$100 for voting delegates & mileage reimbursement for travel to and from annual meeting (Form to be completed and submitted to CJPIA)	N

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
3	Los Angeles County City Selection Committee 500 W. Temple Street Room B50 Los Angeles, CA 90012 PH: 213-974-1431 cityselection@bos.lacounty.gov www.cityselection.lacounty.gov	Meetings "on-call"	Mayor Gloria Olmos Mayor must serve as the Delegate		Appoint City rep to boards, agencies, and commissions; agencies; nominate for appointment members to the California Coastal Commission.	No	N
4	Metropolitan Transit Authority 1 Gateway Plaza Los Angeles, CA 90012 Contact: Michelle Jackson, MTA Board Secretary www.metro.net PH: 213-922-6000	4 th Thursday of each month, 9:30 am	Mayor Gloria Olmos		Transportation planner and coordinator for more than 9.6 million people within its 1,433 square mile service area.	No	N
5	San Gabriel Valley Council of Governments (COG) 1000 South Fremont Ave Unit #42, BLDG A10N, Ste. 10-210 Alhambra, CA 91803 Contact: Stephanie Hernandez shernandez@sgvcog.org www.sgvcog.org PH: 626-457-1800	3 rd Thursday of each month, 6:00 pm	Mayor Gloria Olmos		A Joint Powers Authority comprised of the 31 member cities with the authority to raise revenues and share liability with every city in the Valley.	\$50.00 per meeting.	Y For 2023 filing: under Jurisdiction-on Form 700 Check "other" and write in <i>Agency Jurisdiction</i>
6	San Gabriel Valley Economic Partnership 4900 Rivergrade Rd. Ste. A310 Irwindale, CA 91706 PH: 626-856-3400 www.valleyconnect.com	2 nd Wednesday in January, March, May, July, September, and November (Board of Directors only)	Mayor Gloria Olmos		Sustain and build the regional economy for the benefit of 31 cities, chambers of commerce, academic institutions, businesses and residents.	No	N

No.	Organization	Meeting Date/Time	Delegate	Alternate	Notes	Stipend	Form 700 Y/N
7	LA County Sanitation Districts Sanitation District No. 15 1955 Workman Mill Road Whittier, CA 90607 Contact: Kim Christensen kchristensen@lacsds.org PH: 562-908-4288 ext. 1101 www.lacsds.org	4 th Wednesday of each month, 1:30 pm	Mayor Gloria Olmos Mayor must serve as the Delegate		Represent City on all affairs regarding sewer, water reclamation, waste disposal and landfill.	\$125 per meeting	Y
8	Southeast Area Animal Control Authority 9777 SEAACA Street Downey, CA 90241 Contact: Cathy Kyle administration@seaaca.org PH: 562-803-3301 ext. 221 www.seaaca.org	3 rd Thursday of each month, 2:00 pm	Mayor Gloria Olmos		Consortium of cities for animal control purposes.	\$225 per meeting	Y
9	Southern California Assoc. of Governments (SCAG) 900 Wilshire Blvd, Ste. 1700 Los Angeles, CA 90017 Contact: Maggie Aguilar aguilarm@scag.ca.gov PH: 213-630-1420 www.scag.ca.gov Contact Yvette Macias, Government Affairs Officer for San Gabriel Valley, San Fernando Valley and City of Los Angeles PH: (951) 214-9220.	1 st Thursday of each month, 12:00 pm for Regional Reps only, our rep is Margaret Clark , Councilmember with City of Rosemead	Mayor Gloria Olmos only General Assembly which meets once a year, 1st Thursday, in the month of "May" in Palm Desert	an alternate only for attending the General Assembly	Addresses regional transportation and land use. Notes: Members represented by Districts, 191 Members, Elections every two years,	No	Form 700 ONLY if they attend the General Assembly in "May" then they would file an assuming and leaving for that day, per FPPC.

Sub-Committees

No.	Organization	Meeting Date/Time	Representative	Representative	Notes	Stipend	Form 700 Y/N
10	Sub-Committee for New Temple Park Rehabilitation Project	Meetings "on-call"	Mayor Gloria Olmos			No	N



City Council Agenda Report

Agenda Item No. 9.b.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF THE 2025 BAND PERFORMANCES FOR THE NIGHT MARKETS, FIREWORK FESTIVAL AND FOURTH OF JULY CELEBRATION

SUMMARY: Staff is requesting approval of the 2025 Night Markets, Firework Festival, and the Fourth of July Celebration band performances.

RECOMMENDED ACTION: Staff recommend City Council consider and approve the 2025 Night Markets, Firework Festival, and Fourth of July Celebration band performances.

FISCAL/FINANCIAL IMPACT: The 2025 City Special Events Calendar includes 10 Night Markets, from the total Night Markets 4 are included in the Fiscal Year (FY) 2024-25 special events budget and the remaining 6 will be proposed in FY 2025-26 budget deliberations.

The funding for the 2 Fourth of July Celebration events scheduled on July 3, 2025 and July 4, 2025, will be proposed in FY 25-26 budget deliberations.

The cost to host a live 2-hour band performance at a City event averages between \$1,600.00 to \$2,000.00. This amount includes the performer's providing the audio system with installation and management.

DISCUSSION: At the November 12, 2024 City Council Meeting, the City Council approved the City's 2025 Special Events Calendar which includes 10 Night Markets, the Firework Festival and the Fourth of July Celebration. The events are scheduled to feature a live 2-hour band performance in each respective event.

The live entertainment featured at these events encourage the public to bring out their lawn chairs to enjoy music or dance the night away while celebrating community, music and the vibrant spirit that defines South El Monte in a safe and family friendly environment.

In efforts to engage the community, staff conducted a survey on the City's social media accounts requesting band recommendations for the City's upcoming events. The survey results have been listed and detailed in order based on the highest level of popularity in Attachment A, 2025 Band Survey Results.

Furthermore, staff compiled the survey results into a recommended list for the 2025 events referenced as Attachment B, 2025 City Event Band Recommendation List. To ensure the performer's availability on desired dates, staff is seeking City Council's direction and approval to proceed with scheduling the approved bands accordingly.

ATTACHMENT(S):

- A. 2025 Band Survey Results
- B. 2025 City Event Band Recommendation List

Attachment A
2025 Band Survey Results

	Band	Genre	Price	Survey Source
1.	Soto	Latin, Funk, R&B, and Dance	\$2,000.00 for 2 hr set	Top Facebook and Instagram recommendation; has performed in the past.
2.	Suave	Jazz, Rock, Swing, R&B, Cumbia, Merengue, Salsa, and ChaCha.	\$1,700.00 for 2 hr set	Top Facebook and Instagram recommendation; has performed in the past.
3.	Cold Duck	Latin Jazz Cover Bands	\$1,800.00 for 2 hr set	Facebook and Instagram; has performed in past concert
4.	Ace Band	Pop Rock, R&B, 80's Dance	\$1,700.00 for 2 hr set	Facebook: Direct message from band; has performed in past concert
5.	Chico Band	Latin, Oldies, Latin Rock, Cumbias	\$ 1,700.00 for 2 hr set	Facebook: Direct message from band; has performed in past concert
6.	Leather and Lace	Oldies and Rock	\$1,200.00 for 2 hr set	Instagram recommendation; has performed in past concert
7.	The Band Smooth Touch	Latin, Oldies, Latin Rock, Cumbias	\$1,800.00 for 2 hr set	Instagram recommendation
8.	Versatil Melodia	Cumbias, Latin Rock, Latin top 40's	\$2,300.00 for 2 hr set	Facebook: Direct message from band; has performed in past concert
9.	The Impulse Band	70's and 80's Dance, top 40, R&B, Old School, Latin, and Classic Rock	\$1,000.00 for 2 hr set	Facebook: Direct message from band; has performed in past concert
10.	TIERRA – The Legacy Continues	Latin, Rock, Pop, Jazz, R&B, and Salsa	\$4,500.00 for 1.5 hr set	Facebook and Instagram recommendation; has performed in the past.
11.	Rhythm Jukebox	Latin, Oldies, Latin Rock, Cumbias	\$1,700.00 for 2 hr set	Facebook recommendation
12.	The Platinum Beat	Top 40, Latin Rock, Pop 90's	\$1,600.00 for 2 hr set	Instagram: Direct message from band
13.	Ace Band	Pop Rock, R&B, 80's Dance	\$1,700.00 for 2 hr set	Direct message from band; has performed in concert

14.	The Flashbax	Radical 80's and New Wave	\$1700.00 for 2 hr set	Direct Instagram message from Band; has performed in the past
15.	Pulp Vixen – Female Fueled Music	Rock, Top 40, Dance, Latin, and 80's	\$1,600.00 for 2 hr set	Facebook and Instagram recommendation
16.	Bump Town Band	Latin, Rock, Pop, Jazz, R&B, and Salsa.	\$1,600.00 for 2 hr set	Reached out to City Staff
17.	The Jolly Corks	Multi Decade Tribute Band the 60s, 70s, 80s 90s and 2000s	1,300.00 for 2 hr set	Reached out to City Staff
18.	Area80's	80's Cover Band- Retro Nu-wave 80s	\$1,300.00 for 2 hr set	Reached out to City Staff
19.	DW3	Funk, Soul, Jazz	\$1,400.00 for 2 hr set	Instagram Recommendation
20.	Mariachi Divas	Mariachi	\$1,800.00 for 2 hr set	Facebook Recommendation

Attachment B
2025 City Event Band Recommendation List

Event	Date	Recommended Band
April Night Market	Thursday, April 3, 2025	Chico Band
May Night Market	Thursday, May 1, 2025	Versatil Melodia
1st Summer Concert	Thursday, June 12, 2025	Cold Duck
2nd Summer Concert	Thursday, June 26, 2025	The Band Smooth Touch
Firework Festival	Thursday, July 3, 2025	Ace Band
Fourth of July Celebration	Friday, July 4, 2025	1. Jolly Corks 2. Pulp Vixen
3rd Summer Concert	Thursday, July 17, 2025	Impulse Band
4th Summer Concert	Thursday, July 24, 2025	Suave
5th Summer Concert	Thursday, August 7, 2025	Leather and Lace
6th Summer Concert	Thursday, August 28, 2025	Soto
September Night Market	Thursday, September 11, 2025	Bumptown
October Night Market	Thursday, October 3, 2025	DW3



City Council Agenda Report

Agenda Item No. 11.a.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: CORRESPONDENCE FROM THE JETS ORGANIZATION REQUESTING FUNDS FOR THEIR VOLUNTEER BANQUET

SUMMARY: The Jets Football and Cheer Organization is requesting funding for their 2024-2025 End of Season Banquet. The Contribution would be used to purchase thank you gifts and lunch for the 40 volunteers.

RECOMMENDED ACTION: Staff recommends the City Council receive and consider request.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Jets Correspondence



February, 2025

City of South El Monte Council Members,

As our 2024-25 Jets season has come to an end we would like to ask the city of South El Monte to kindly contribute to our end of season volunteer give back. I was hoping for a more elaborate gift along with a banquet for all participants and our volunteers, however with the cost being so high on everything and limited funds available we will have to be mindful of how our money is spent. I would like to have these funds available for a special something to our staff for not only volunteering countless hours but also paying their own fees to be a volunteer within our program. Such fees are required to take online courses, livescan and or CPR classes. Your contribution will definitely make a difference in assisting with making this a bit easier on our volunteers. I would like to give back by providing lunch or a small appreciation gift. We have over 40 staff members. Your funds will definitely help take some financial burden off and I can work with the remainder. Once again Thank you for always supporting our program and taking the time to review this request.

Thank you,

Blanca V
EM/SEM Jets President
626.297.0036



City Council Agenda Report

Agenda Item No. 11.b.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: CORRESPONDENCE FROM LOCAL SOUTH EL MONTE RESIDENT FABIOLA QUEZADA REQUESTING SPONSORSHIP FOR HER SON DAMIAN FERNANDEZ, WHO HAS BEEN SELECTED TO PARTICIPATE IN THE USA 2025 PAN AM GAMES IN MEXICO, AND THE 2025 INTERNATIONAL WORLD TAEKWONDO CADET TOURNAMENT IN DUBAI MAY 2025

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Correspondence

Fabiola Quezada
1440 Durfee Ave.
South El Monte, CA 91733

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

February 6, 2025

I am Fabiola Quezada and I am a local South El Monte resident and homeowner since 2011. I am writing to inform you my son, Damian Fernandez a local South El Monte community center participant and Dean L Shively Middle School, won the spot on the USA National Taekwondo Team and will be representing the USA in the 2025 Pan Am Games in Queretaro, Mexico in April 2025 and the 2025 International World Taekwondo Cadet Tournament in Dubai in May 2025.

For his trips to Mexico and Dubai he is expected to fly out of the country and be gone for almost one to two weeks each trip, not to mention he still has Multiple national tournaments in the U.S. and Canada and will be requiring traveling accommodations for himself and I which are not covered by the US Taekwondo National Team committee. He will also have to travel to the Olympic training center 1-2 a month in Colorado and or North Carolina for national training sessions.

As you can probably imagine this is extremely expensive and as a single without any financial assistance or coparenting this places a huge financial hardship on trying to finance these future expensive trips. Therefore, I'd like to ask the city of South El Monte if the city could consider sponsoring my son and I for these international tournaments and or provide any special grant funding for these huge traveling expenses for my son and I to cover these expenses. I'd also like to request for my son be spotlighted in the local South El Monte news and media page as I am attempted to advertise my son and fundraising.

If you can help me with any information on student athlete sponsorship and or grant funding for these expenses that would help me so much. Please see the links below from the US National Taekwondo regarding Damian and his linked social medias. Any help or information is greatly appreciated.

Sincerely,
Fabiola Quezada
- Damian's Mom
(626) 614-6970

<https://www.usatkd.org/2025-cadet-u-s-national-taekwondo-team>

<https://www.instagram.com/usatkd.official?igsh=NTc4M>



City Council Agenda Report

Agenda Item No. 12.a.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Councilmember Rudy Bojorquez

1. Discussion/action to Terminate Contract with EM/SEM Chamber of Commerce.
2. Discussion/action to Direct staff to come back with options for Business Association services.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.b.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: **Mayor Gloria Olmos**

1. Consider re-instating a city skateboard competition to be launched in May 2025.
2. Consideration of a Table Sponsorship to the Temple Station Sherriff's Outreach Foundation 1st Annual Awards Gala \$1,200.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Sheriffs



**TEMPLE STATION SHERIFF'S OUTREACH FOUNDATION
SERVING THE NEIGHBORHOOD COMMUNITIES**

***1ST ANNUAL
SPONSORSHIP AND SHERIFF'S
AWARDS GALA***

WEDNESDAY, FEBRUARY 19, 2025 | 6:30 PM

**DOUBLETREE BY HILTON
888 MONTEBELLO BLVD
ROSEMEAD, CA 91770**

**Individual Dinner Price
\$150**

Sponsorship Opportunities Available

Gold Sponsor \$5,000

includes 10 dinner seats plus recognition on program book

Silver Sponsor \$2,500

includes 10 dinner seats plus recognition on program book

Bronze Sponsor \$1,500

includes 5 dinner seats plus recognition on program book

Table Sponsor \$1,200

Includes 10 dinner seats plus recognition during gala

Deputy, Training Officer, and Dispatcher of the Year Winners will be Recognized.

*Meet Temple Station Captain Mesa and support leaders of the Los Angeles Sheriff's Department in the
San Gabriel Valley Region*

For more information and to RSVP, please contact us at 626-538-5698 | templestationoutre



TSSOF is a non-profit 501(c)(3) #86-3235566



Temple Station Sheriff's Outreach Foundation

8780 Valley Blvd., Suite J, Rosemead, CA 91770

Tel: 626-538-5698 Email: TempleStationOutreach@gmail.com

1st Annual Sponsorship and Sheriff's Awards Gala

EVENT SPONSORSHIP INFORMATION

February 19, 2025

NAME : _____

EMAIL : _____

ADDRESS : _____

CONTACT # : _____

SPONSORSHIP LEVELS

☐ GOLD SPONSORSHIP (\$5,000): 1 VIP table (10 seats), recognition at the event and in the program book.

☐ SILVER SPONSORSHIP (\$2,500): 1 table (10 seats), recognition at the event and in the program book.

☐ BRONZE SPONSORSHIP (\$1,500): ½ table (5 seats), recognition at the event and in the program book.

☐ TABLE SPONSORSHIP (\$1,200): 10 seats, recognition at the event.

☐ INDIVIDUAL TICKET (\$150): 1 seat

TOTAL AMOUNT : _____

Payment: make check payable to "TSSOF" and mail to:

8780 Valley Blvd., Suite J, Rosemead, CA 91770

Name or company to be recognized for the sponsorship :



City Council Agenda Report

Agenda Item No. 12.c.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Dianna Gomez, Sr. Executive Assistant to City Council/Community Liaison

SUBJECT: **COUNCILMEMBER MANUEL ACOSTA**

1. Consideration of recognizing and supporting South El Monte Youth Resident Damian Fernandez, local Dean L. Shively student who won a spot in the USA National Taekwondo Team and will be participating in the 2025 Pan Am Games in Mexico, and the 2025 International World Taekwondo Cadet Tournament in Dubai.
2. CERT (Community Emergency Response Team)/ SEM Disaster Council Team Clarification and call for participation.
3. Discussion/Direction Regarding Beat the Beat the Streets-Los Angeles funds Request.

SUMMARY:

1. Consideration of recognizing and supporting South El Monte Youth Resident Damian Fernandez, local Dean L. Shively student who won a spot in the USA National Taekwondo Team and will be participating in the 2025 Pan Am Games in Mexico, and the 2025 International World Taekwondo Cadet Tournament in Dubai.
2. CERT (Community Emergency Response Team)/ SEM Disaster Council Team Clarification and call for participation.

On the January 28, 2025 City Council meeting, an item regarding emergency preparedness was discussed. To clarify a little further, there are two groups that are focused on South El Monte's emergency response: South El Monte Disaster Council Team, and the Community Emergency Response Team (CERT). The SEM Disaster Council Team is made up of city staff and two councilmembers and

has recently received a \$150,000 grant to update the Hazard Mitigation Plan (HMP) and the Emergency Operation Plan (EOP) due to the local wildfires that occurred in January 2025 and encompasses all Emergency Preparedness Discussion including CERT trainings.

The South El Monte CERT Team is a public entity and encourages residents and community members to join. The CERT program educates volunteers about disaster preparedness for the hazards that may occur in South El Monte. Note the emphasis on volunteers. The training requires three 8-hour sessions in order to complete and obtain certification. The CERT program requires a minimum of 5 Community members to be officially recognized as a team. Therefore, any community members interested in participating, please contact the City of South El Monte. All are welcome!

3. Discussion/Direction Regarding Beat the Beat the Streets-Los Angeles funds Request.

On the January 14, 2025, City Council meeting, Mayor Pro Tem Hector Delgado requested \$15,000 for his wrestling program called South El Monte Beat the Streets. At the following meeting on January 28, the council approved his request. On the same meeting (1/28/25), on my agenda, I asked that a letter be provided to the city South El Monte formally requesting the money. As a result, a letter was submitted and a copy was provided to the city council. Upon review of the letter, the actual name of the organization is Beat the Streets-Los Angeles, Inc., and it is headquartered in downtown Los Angeles. Staff should be directed to conduct research and provide details of the organization's finances and disclosures.

RECOMMENDED ACTION: Discussion and/or action.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: February 18, 2025

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR JANUARY 28, 2025

SUMMARY: Staff is requesting approval of the Minutes of the January 28, 2025, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the January 28, 2025, Successor Agency Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 1-28-25

CITY OF SOUTH EL MONTE
ADJOURNED SUCCESSOR AGENCY MEETING MINUTES

Tuesday, January 28, 2025 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting.

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

Chair Olmos called the meeting to order at 9:41 p.m.

16. CALL TO ORDER AND ROLL CALL

PRESENT: Board Member(s): Acosta, Bojorquez, Rodriguez, Vice Chair Delgado, and Chair Olmos

ABSENT: Board Member(s): None

STAFF PRESENT: Rene Salas, Executive Director, Susie A. Altamirano, Interim General Counsel; Adrian Garcia, Secretary; Masami Higa, Treasurer; Guillermo Arreola, Director of Community Development; Iyob Tessema, Director of Human Resources and Risk Management; Andres Gonzalez, Senior Public Works Analyst; and Sabrina Muhne, Deputy City Clerk.

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

17. APPROVAL OF AGENDA

Motion by Vice Chair Delgado, seconded by Board Member Bojorquez, to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Bojorquez, Vice Chair Delgado, and Chair Olmos

NAYS: Board Member(s): None

ABSTAIN: Board Member(s): None

18. PUBLIC COMMENTS

Chair Olmos opened Public Comment.

There being no public comment, Chair Olmos closed public comment.

19. CONSENT CALENDAR

Motion by Board Member Bojorquez, seconded by Board Member Acosta, to approve the Consent Calendar. Motion carried 5-0, by the following vote:

CONSENT CALENDAR (CONTINUED)

AYES: Board Member(s): Acosta, Bojorquez, Vice Chair Delgado, and Chair Olmos
NAYS: Board Member(s): None
ABSTAIN: Board Member(s): None

19.a. Approved the Regular Successor Agency Meeting Minutes of October 22, 2024.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 9:43 p.m. Chair Olmos adjourned the meeting.

Minutes prepared by Sabrina A. Muhne, Deputy City Clerk.

Adrian Garcia, MMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 19.b.

DATE: February 18, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Teresa Garcia, Accounting Manager

SUBJECT: COUNCIL TO RECEIVE AND FILE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT'S APPROVED RECOGNIZED OBLIGATION PAYMENT (ROP) SCHEDULE FOR THE ANNUAL PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026 ("ROPS 25-26")

SUMMARY: On January 13, 2025, the County Oversight Board approved the Successor Agency's ROPS 25-26 by adopting Resolution No. OB 25-1. Staff requests City Council receive and file ROPS 25-26.

RECOMMENDED ACTION: Staff recommends City Council receive and file ROPS 25-26.

FISCAL/FINANCIAL IMPACT: The fiscal impact to the City of South El Monte General Fund will be an administrative cost reimbursement revenue of \$115,388 for fiscal year 2025-26.

DISCUSSION: The Successor Agency to the South El Monte Improvement District (SA) is responsible for winding down the activities of the former Redevelopment Agency (RDA). In accordance with ABx1 26, the RDA was dissolved on February 1, 2021 and replaced with the SA. The SA makes payments required to complete enforceable obligations, performs duties pursuant to the enforceable obligations, and comply with ABx1 26, AB 1484, and SB 107.

The South El Monte's Oversight Board to the SA was dissolved by operation of law (Government Code section 34179(j)), which specifies that on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one Oversight Board, which is now the County Oversight Board (<https://lacob.lacounty.gov/>).

South El Monte SA staff serves as staff to the County Oversight Board. On January 13, 2025, the County Oversight Board approved the SA's ROPS 25-26 by adopting Resolution No. OB 25-1 (Attachment A). The ROPS was approved in order for the South

El Monte SA staff to make enforceable obligation payments and to comply with ABx1 26, AB 1484, and SB 107.

ATTACHMENT(S):

- A. LA County Oversight Board Resolution No. OB 25-1 (ROPS 25-26)

Attachment 1

RESOLUTION NO. OB 25-1

A RESOLUTION OF THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE FISCAL PERIOD FROM JULY 1, 2025 THROUGH JUNE 30, 2026 OF THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT AND TAKING RELATED ACTIONS

RECITALS:

WHEREAS, pursuant to Health and Safety Code Section 34177(o), the Successor Agency to the South El Monte Improvement District (the "Successor Agency") must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2025 through June 30, 2026 ("ROPS 25-26") and submit ROPS 25-26 to the oversight board of the Successor Agency (the "Oversight Board") for approval; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 25-26 to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2025, and (ii) post a copy of the Oversight Board-approved ROPS 25-26 on the Successor Agency's website; and

NOW, THEREFORE, THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD DOES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

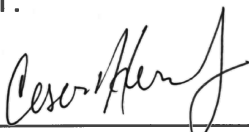
Section 2. The Oversight Board hereby approves the proposed ROPS 25-26, substantially in the form attached hereto as Exhibit A. Staff of the Successor Agency is hereby authorized and directed to: (i) submit a copy of Oversight Board-approved ROPS 25-26 to the DOF, the Office of the State Controller, and the County Auditor-Controller and (ii) post a copy of the Oversight Board-approved ROPS 25-26 on the Successor Agency's Internet website (being a page on the Internet website of the City of South El Monte).

Section 3. The Staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 25-26 pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

PASSED, APPROVED, and ADOPTED by the Los Angeles County First Supervisorial District Consolidated Oversight Board at a meeting duly held on the 13th day of January, 2025.


Steve Koffroth, Chairperson

ATTEST:


Cesar Hernandez, Secretary

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

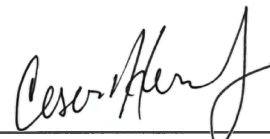
I, Cesar Hernandez, Secretary of the Successor Agency, do hereby certify that the foregoing Resolution, being Resolution No. OB 25-1 was duly passed and approved by the Oversight Board of the Successor Agency to the South El Monte Improvement District at a meeting of said Oversight Board held on the 13th day of January, 2025, and that said Resolution was adopted by the following vote:

AYES: E. Alcantar; S. Koffroth; W. Rojas; Y. Duarte-White

NOES: None

ABSENT: W. Rehman; T.S. Rosnick

ABSTAIN: None


Cesar Hernandez, Secretary

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: South El Monte

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,859,816	\$ 407,458	\$ 2,267,274
F RPTTF	1,802,122	349,764	2,151,886
G Administrative RPTTF	57,694	57,694	115,388
H Current Period Enforceable Obligations (A+E)	\$ 1,859,816	\$ 407,458	\$ 2,267,274

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

STEVE KOFFROTH CHAIR
 Name Title

/s/ [Signature] 1/13/25
 Signature Date

South El Monte
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$25,553,973		\$2,267,274	\$-	\$-	\$-	\$1,802,122	\$57,694	\$1,859,816	\$-	\$-	\$-	\$349,764	\$57,694	\$407,458
7	Contracted Services for Bonds	Professional Services	07/01/2006	08/01/2036	Urban Futures, Inc.	Consultant for Bond Disclosure Reports		90,000	N	\$7,500	-	-	-	3,750	-	\$3,750	-	-	-	3,750	-	\$3,750
9	Banking Fees	Fees	07/27/2005	08/01/2036	U.S. Bank	Bank Trust Fee		73,320	N	\$6,110	-	-	-	3,055	-	\$3,055	-	-	-	3,055	-	\$3,055
11	Administrative Costs	Admin Costs	02/01/2012	08/01/2036	Employees	Full-time salaries and benefits		1,384,656	N	\$115,388	-	-	-	-	57,694	\$57,694	-	-	-	-	57,694	\$57,694
36	2014 Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	07/02/2014	08/01/2036	U.S. Bank	Bonds issued to refund outstanding Series 2008A Bonds		9,147,369	N	\$265,488	-	-	-	132,744	-	\$132,744	-	-	-	132,744	-	\$132,744
48	2015 Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	05/13/2015	08/01/2031	U.S. Bank	Bonds issued to refund outstanding Series 2005A Bonds		11,182,850	N	\$407,400	-	-	-	229,075	-	\$229,075	-	-	-	178,325	-	\$178,325
49	2015 Tax Allocation Bonds Series B	Bonds Issued After 12/31/10	05/13/2015	08/01/2026	U.S. Bank	Bonds issued to refund outstanding Series 2005B Bonds		1,430,500	N	\$716,500	-	-	-	702,500	-	\$702,500	-	-	-	14,000	-	\$14,000
52	Subordinate Taxable Tax Allocation Refunding Bonds Series 2019	Refunding Bonds Issued After 6/27/12	10/01/2019	08/01/2027	U.S.Bank	Bonds Issued to refund outstanding 2007 Series A Taxable Bonds		2,245,278	N	\$748,888	-	-	-	730,998	-	\$730,998	-	-	-	17,890	-	\$17,890

South El Monte
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount.					(63,977)	As reported in ROPS 24-25.
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller					2,017,185	2022-23 Determination Letter approved distribution.
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)					2,159,725	22-23A POP and 22-23B POP and Authorized Administrative RPTTF.
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$(206,517)	