

Gloria Olmos, Mayor
Hector Delgado, Mayor Pro Tem
Manuel Acosta, Councilmember
Rudy Bojorquez, Councilmember
Larry Rodriguez, Councilmember



Rene Salas, City Manager
Susie A. Altamirano, Interim City Attorney
Adrian Garcia, City Clerk
Masami Higa, Director of Finance

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

May 6, 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/Meeting-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 <https://www.cityofsouthelmonte.org/129/Meeting-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

Elder Raul Caracoza, First Fundamental Bible Church, La Puente

4. PRESENTATIONS

4.a. Recognition to Deputy Kingsley K. Obichere for his service to the City of South El Monte

4.b. Certificates of Recognition presented to the New Temple Elementary Science Olympiad Team for their outstanding achievement in earning the Gold Medal at the Los Angeles Regional Science Olympiad's Elementary tournament

4.c. Proclamation Proclaiming "May 4 through May 10, 2025, as Professional Municipal Clerks Week"

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

Consent Calendar Items 7.a. through 7.d. next page.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF APRIL 15, 2025

Staff is requesting approval of Minutes for the April 15, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 15, 2025, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-040, APPROVING WARRANTS FOR THE PERIOD OF APRIL 16, 2025, THROUGH MAY 6, 2025

Authorizing payment of City expenditures for the period of April 16, 2025, through May 6, 2025, totaling \$2,509,679.91.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-040, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-041, APPROVING AMENDMENT NO. 2 TO SUBAWARD AGREEMENT 242509 BETWEEN THE CITY OF SOUTH EL MONTE AND COUNTY OF LOS ANGELES FOR ELDERLY NUTRITION PROGRAM SERVICES

Amendment No. 2 to Subaward Agreement ENP242509 ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County, through the baseline Net County Cost (NCC) and One-Time-Only (OTO) funding for Congregate and Home-Delivered Meals Services for Fiscal Year ("FY") 2024-2025.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No 25-041, approving Amendment No. 2 to Subaward Agreement ENP 242509, between the City and County; and
2. Authorize the City Manager or designee to execute Amendment No. 2.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-042, ACCEPTANCE OF OFFER OF DEDICATION OF RIGHT-OF-WAY EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES AND APPURTENANT FACILITIES AT 11214 RUSH STREET

Rexford Industrial – 11234 Rush LLLP ("Applicant") has offered twenty-five feet dedication of right-of-way easement for Public Streets and Public Utility Purposes and Appurtenant Facilities adjacent to 11214 Rush Street ("Property" or "project site"). The applicant filed an application for a Conditional Use Permit No. 23-06 ("CUP") to construct a 103,108 square foot warehouse, and office building ("Project" or "proposed Project") at the project site. The CUP was approved on August 20, 2024, by the adoption of Resolution No. 24-05.

Consent Calendar Items 7.d. (Recommendation) through 7.g. next page.

CONSENT CALENDAR (CONTINUED)

Item 7.d.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-042 for the offer of dedication of right-of-way easement adjacent to 11214 Rush Street and authorize the City Clerk to record the acceptance.

7.e. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-043, AUTHORIZING THE PURCHASE OF THREE (3) FORD F-150 VEHICLES FOR THE PUBLIC WORKS DEPARTMENT FROM KEN GRODY FORD OF BUENA PARK, CALIFORNIA**

The Public Works Department is responsible for the oversight and maintenance of the City's infrastructure, including city roadways, public buildings, landscaped areas, and vehicles. The Department seeks approval to purchase three (3) new 2025 Ford F-150 Pick-up Trucks this fiscal year instead of next fiscal year due to inflation and supply chain issues expected from the recent global tariffs, utilizing General Fund Public Works Department Vehicle Maintenance Division – Vehicle Expenditures (Account No. 01.01.0170.6010), as the General Fund will still be balanced for the current year.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 25-043, approving the purchase of three (3) F-150 Ford Pick-up Trucks from Ken Grody Ford of Buena Park, California; and
2. Authorize the City Manager to negotiate and execute all requisite documents for the purchase.

7.f. **CONSIDERATION AND ADOPTION OF SECOND READING OF ORDINANCE NO. 1281, ESTABLISHING A CITY HOMELESS COMMISSION.**

Staff is seeking City Council to adopt second reading of Ordinance No. 1281, Establishing a City Homeless Commission.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1281, Establishing a City Homeless Commission

7.g. **CONSIDERATION AND ADOPTION OF SECOND READING OF ORDINANCE NO. 1282, AMENDING CHAPTER 3.16 OF TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING THE PURCHASE OF SUPPLIES, EQUIPMENT, AND SERVICES**

Purchasing Ordinance Amendment

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1282, amending Chapter 3.16 of Title 3 of the South El Monte Municipal Code regarding the purchase of supplies, equipment, and services.

Consent Calendar Items 7.h. and 7.i. next page.

CONSENT CALENDAR (CONTINUED)

7.h. CONSIDERATION AND APPROVAL OF CANCELLATION OF THE REGULAR CITY COUNCIL MEETING OF MAY 20, 2025

Staff is requesting the City Council cancel the City Council Meeting of Tuesday, May 20, 2025, as the City Council will be attending a business conference.

RECOMMENDED ACTION: Staff recommends the City Council cancel the City Council Meeting of Tuesday, May 20, 2025.

7.i. DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR THE AUTHORIZATION TO THE STATE OF CALIFORNIA OFFICE OF EMERGENCY SERVICES

Per the Office of the California Governor's Office of Emergency Services (Cal OES) grant funding authorities, a Designation of Applicant's Agent Resolution must be approved by the governing body in order to apply for federal and state funding. This includes approving authorized representatives to engage with Federal Emergency Management Agency (FEMA) and the Cal OES.

RECOMMENDED ACTION: Staff recommends City Council adopt the Designation of Applicant's Agent Resolution for Non-State Agencies and designate as the Governing Board Representatives: City Manager Rene Salas, Senior Executive Assistant to City Council/Community Liaison Dianna Gomez and Administrative Coordinator Eric Diaz.

8. PUBLIC HEARINGS

8.a. APPEAL OF PLANNING COMMISSION REVOCATION OF CONDITIONAL USE PERMIT (CUP 23-03)

Appeal of Planning Commission Resolution No. 24-12.

RECOMMENDED ACTION:

Staff recommends City Council uphold the Planning Commission decision approving Resolution No. 25-044, Planning Commission Resolution 24-12 revoking Conditional Use Permit No. 23-03, which allows the operation of a special event facility (banquet facility) located at 1703 Floradale Avenue.

9. UNFINISHED BUSINESS

9.a. CONTINUED FROM THE APRIL 15, 2025 REGULAR CITY COUNCIL MEETING - CONSIDERATION AND APPROVAL OF RESOLUTIONS 25-038 AND 25-039 CREATING NEW CLASSIFICATIONS AND UPGRADING A CERTAIN JOB DESCRIPTION & PAY

Approval of the attached resolutions would create the new classification of Director of Economic Development, and associated compensation ranges. The position of Director of Community Development would be upgraded to include Public Works and compensation increased.

Unfinished Business Item 9.a. (Recommendation) next page.

UNFINISHED BUSINESS (CONTINUED)

Item 9.a.

RECOMMENDED ACTION:

Staff recommends City Council adopt Resolutions No. 25-038 and 25-039, creating the position of Director of Economic Development and upgrading the existing position of Director of Community Development to the Director of Community Development & Public Works with an expanded job description and adjusted compensation.

10. GENERAL BUSINESS

10.a. **CONTINUED FROM THE APRIL 15, 2025, REGULAR CITY COUNCIL MEETING - SEEK DIRECTION FROM CITY COUNCIL REGARDING STATE OF THE CITY EVENT DONATIONS**

Staff seek direction from City Council regarding State of the City event donations.

RECOMMENDED ACTION: Staff recommends City Council discuss and provide direction to staff regarding State of the City event donations.

10.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-045, AUTHORIZING THE CITY MANAGER TO EXERCISE THE RIGHT TO TERMINATE THE CONTRACT SERVICES AGREEMENT WITH MOSS, LEVY & HARTZHEIM, LLP AND AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FOR AUDITING SERVICES**

On May 23, 2023, the City Council approved an Contract Services with Moss, Levy & Hartzheim, LLP ("MLH") for auditing services. Staff is now recommending the City Council authorize the City Manager to exercise the City's right to terminate the Contract Services Agreement with MLH. Additionally, Staff is seeking the City Council's authorization to issue a Request for Proposals for auditing services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-045, to authorize the City Manager to terminate the Contract Services Agreement with Moss, Levy & Hartzheim, LLP; and
2. Authorize staff to issue a Request for Proposals for auditing services.

10.c. **PRESENTATION AND DIRECTION ON MERCED AVENUE GREENWAY PROJECT PHASE 2 NORTH AND APPROVE 80% DESIGN**

Merced Avenue Greenway Phase 2 North project, Rush Street to Fern Street, includes installation of stormwater capture and infiltration facilities, landscaping, bicycle and pedestrian improvements, and paving. Currently, the project is 80% design.

RECOMMENDED ACTION: Receive presentation and approve 80% Design and direct staff as needed.

General Business Items 10.d. through 10.f. next page.

GENERAL BUSINESS (CONTINUED)

10.d. INTRODUCTION, CONSIDERATION AND APPROVAL OF FIRST READING OF ORDINANCE NO. 1283, REPEALING CHAPTERS 3.20 THROUGH 3.36 UNDER TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE

On October 8, 2024, Staff held a Finance Workshop to seek direction from City Council regarding Title 3, Revenue and Finance, of the South El Monte Municipal Code. Staff is bringing back this item for City Council's consideration and approval to repeal Chapters 3.20 through 3.36 under Title 3 of the South El Monte Municipal Code.

RECOMMENDED ACTION: Staff recommends City Council:

1. Receive a brief presentation from City staff and pose questions to City staff; and
2. Approve the first reading of Ordinance No. 1283, repealing Chapters 3.20 through 3.36 of the South El Monte Municipal Code.

10.e. UPDATE ON CANNABIS BUFFER ZONE MAPS

Cannabis Buffer Zone Alternatives

RECOMMENDED ACTION: Staff recommends the City Council review the provided maps and provide staff direction to maintain the current or modify the buffer zone and eligible zones within the South El Monte Municipal Code.

10.f. RESIDENTIAL PARKING PERMIT PROGRAM

Currently, several surrounding cities, including the City of South El Monte, have what is either referred to as "residential parking permit" or "preferential parking permit" program. The City's Municipal Code Chapter 10.13 – Residential Parking Permit Program describes the City's program in detail on how to establish and maintain said parking program.

RECOMMENDED ACTION: Receive presentation and direct staff as appropriate.

11. 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.

Correspondence next page.

12. CORRESPONDENCE

12.a. LETTER FROM SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF SHIVELY PARK FIELD TO HOST THE UNITY IN THE COMMUNITY EVENT

South El Monte Community Outreach ("SEMCO") is requesting a facility fee waiver for the use of Dean L. Shively ("Shively") Park on Saturday, July 19, 2025, from 8:00 a.m. to 8:00 p.m. to host the Unity in the Community event.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility fee waiver request by SEMCOC in the amount of \$1,100.00.

13. COUNCILMEMBERS' AGENDA

13.a. COUNCILMEMBER LARRY RODRIGUEZ

1. Discussion/Direction/Action to form a city committee for the LA 2028 Summer Olympics.
2. Donation of \$500 to the New Temple Elementary Science Olympiad Team.

14. CLOSED SESSION - None

15. ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING:

May 20, 2025 - Cancelled
June 3, 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 May 1, 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: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Recognition to Deputy Kingsley K. Obichere for his service to the City of South El Monte

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Certificates of Recognition presented to the New Temple Elementary Science Olympiad Team for their outstanding achievement in earning the Gold Medal at the Los Angeles Regional Science Olympiad's Elementary tournament

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: Proclamation Proclaiming "May 4 through May 10, 2025, as Professional Municipal Clerks Week"

SUMMARY:

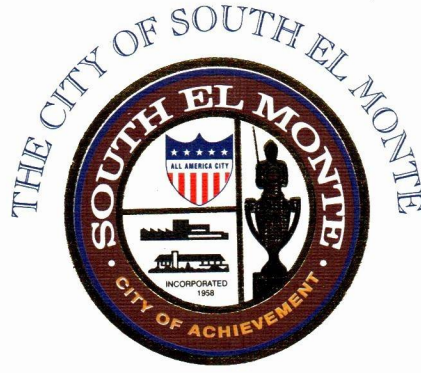
RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation - Professional Municipal Clerks Week



PROCLAMATION

56TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

MAY 4 – 10, 2025

WHEREAS, The Office of the Professional Municipal Clerk, a time-honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants and it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

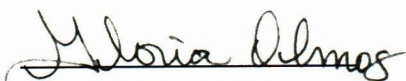
WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

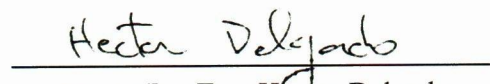
WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community, and

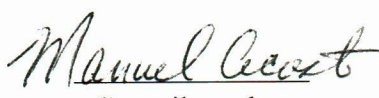
WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

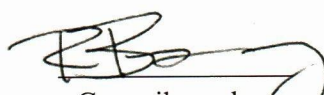
NOW, THEREFORE, BE IT RESOLVED that I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, by virtue of the authority vested in me by the Constitution and laws of South El Monte and State of California do hereby recognize the week of May 4 through May 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our City Clerk's Department Staff, for the vital services they perform and their exemplary dedication to the community they represent.

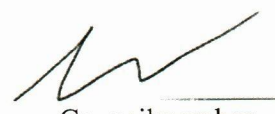
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of South El Monte to be affixed this 6th day of May 2025.


Mayor Gloria Olmos


Mayor Pro Tem Hector Delgado


Councilmember
Manuel Acosta


Councilmember
Rudy Bojorquez


Councilmember
Larry Rodriguez



City Council Agenda Report

Agenda Item No. 7.a.

DATE: May 6, 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 APRIL 15, 2025

SUMMARY: Staff is requesting approval of Minutes for the April 15, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the April 15, 2025, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 04-15-25

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, April 15, 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, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos

ABSENT: Councilmember(s): Bojorquez

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, Interim City Attorney; Adrian Garcia, City Clerk; Masami Higa, Director of Finance; Ariana De La Cruz, Director of Community Services (via Zoom); Iyob Tessema, Director of Human Resources and Risk Management; Danilo Batson, Interim Director of Public Works; Gerardo Marquez, Interim Director of Community Development; and Sabrina Muhne, Deputy City Clerk.

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

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

3. INVOCATION – Pastor David Torres, Calvary Assembly of God Church, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented a framed Certificate of Recognition and a City Seal tile box to Deputy Joshua R. Rodriguez for his service to the City of South El Monte.

Presentation Item 4.d. was added to the agenda and heard at this time.

4.d. Mayor and City Council presented a proclamation “Proclaiming April 15, 2025, as Recycling and Organics Separation in Honor of Earth Day 2025,” followed by a brief update presented by Athens Services.

4.b. Deputy Munoz presented the Sheriff’s Department Report for the month of March 2025.

4.c. Code Enforcement Supervisor Rodriguez presented the Code Enforcement and Public Safety Department Report for the month of March 2025.

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

Councilmember Acosta requested to pull Agenda Item 7.f. for discussion.

Mayor Pro Tem Delgado requested to continue Agenda Item 9.c.

Motion by Councilmember Rodriguez, seconded by Mayor Pro Tem Hector Delgado, to approve the agenda as amended. Motion passed 4-0, by the following vote:

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

6. **PUBLIC COMMENT**

Mayor Olmos opened Public Comment.

1. Sil Ruiz, Librarian, South El Monte Library, spoke on library services and resources, the Celebrating Earth Day event, and the Celebrating Dia de Los Niños.
2. Eduardo Saucedo commended Deputy Rodriguez and thanked him for his service to the City, commented on loitering, and decisions that will be made on the agenda items.
3. Danny Olmos, resident, commented on fixing the electrical pedestal box at Santa Anita and Central, and thanked Pastor Ben for his State of the City presentation.

There being no further public comments, Mayor Olmos closed Public Comment.

Consent Calendar Item 7.f. was pulled for discussion and heard at this time.

7.f. **CONSIDERATION AND APPROVAL OF RESOLUTIONS 25-038 AND 25-039 CREATING NEW CLASSIFICATIONS AND UPGRADING A CERTAIN JOB DESCRIPTION & PAY**

Councilmember Acosta expressed concerns on the item, did not support the creation of a new Director of Economic Development position, and shared that the council's job is to contribute to bringing in new businesses.

Mayor Pro Tem Delgado expressed support for the item and stated that, for the record, the In-N-Out project was not done by anyone on the City Council, and was a private development started many years ago by individuals in SEMPOA, particularly Mr. Jack Owens and Mr. Ron Jenkins.

Agenda Item 7.f. (CONTINUED)

Councilmember Rodriguez expressed support for the item and requested feedback from the City Manager.

Mayor Olmos expressed support for Councilmember Acosta's opinions and expressed concerns on this item affecting the budget.

Motion by Councilmember Acosta, seconded by Mayor Olmos, to not approve the item. Motion tied 2-2, by the following vote:

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

Susie A. Altamirano, City Attorney, announced that under SEMMC 2.04.070, "Any agenda matter on which the council is unable to take action due to a tie vote or series of tie votes on the same matter shall automatically be continued to the next regular meeting, agendaized under 'Unfinished Business'."

This item was continued to the next meeting, under Unfinished Business.

7. CONSENT CALENDAR

Susie A. Altamirano, City Attorney, read the title of Consent Calendar Item 7.e., Ordinance 1281, "Establishing a City Homeless Commission."

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Acosta, to approve the balance of the Consent Calendar. Motion passed 4-0, by the following vote:

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

7.a. Approved the Minutes for the March 27, 2025, Special City Council Meeting.

7.b. Approved the Minutes for the April 1, 2025, Regular City Council Meeting.

7.c. Adopted Resolution No. 25-034, authorizing payment of City expenditures for the period of April 2, 2025, through April 15, 2025, totaling \$698,820.43.

7.d. Received and filed the Housing Element Annual Progress Report for Calendar Year 2024.

7.e. Waived first reading and introduced Ordinance No. 1281, Establishing a City Homeless Commission.

CONSENT CALENDAR (CONTINUED)

- 7.f. *This item was heard before approval of the Consent Calendar and was continued to the next meeting under Unfinished Business.*

8. PUBLIC HEARINGS

- 8.a. **CONTINUED FROM THE MARCH 4, 2025, REGULAR CITY COUNCIL MEETING - APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-09, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION AND MONITORING REPORTING PROGRAM, AND APPROVAL OF CONDITIONAL USE PERMIT NO. CUP 21-13 TO ALLOW FOR THE DEVELOPMENT OF A NEW 156,877 SQUARE FOOT BUILDING TO BE LOCATED AT 2222 ROSEMEAD BOULEVARD**

Mayor Olmos read the following disclosure: "I can review the item without an opinion and without bias or against on Section Code 17.74.070, due to the fact that I did make a recommendation."

Councilmember Rodriguez read the following statement: "On November 19, 2024, I had voted on this item as a Planning Commissioner, this same item is now being appealed to the City Council, I have conferred with legal counsel, notwithstanding my decision as a former Planning Commissioner, I am stating for the record that I am willing to reconsider the matter with an open mind and hear all the evidence and testimony before making my decision."

Rene Salas, City Manager, introduced Gerardo Marquez, Interim Director of Community Development, who provided a presentation.

John Killen, Vice President Director of Development Management, Tait and Associates, Inc., spoke on this item representing Mr. and Mrs. Wang, owners of the property.

Mayor Olmos opened the Public Hearing.

1. Jason Baiz, Laborers' International Union of North America (LiUNA) member, spoke in support of this item moving forward.
2. Zach Strasters, Community Outreach Associate, CREED LA, thanked the council for considering the appeal and stated that they will respect the City Council's decision on this matter.

There being no further public comment, Mayor Olmos closed the Public Hearing.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to adopt Resolution No. 25-035, denying the Appeal and upholding the Planning Commission's decision on November 19, 2024. Motion passed 4-0, by the following vote:

PUBLIC HEARINGS (CONTINUED)

Item 8.a.

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

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-036, APPROVING A REVISED SITE PLAN FOR THE PREVIOUSLY APPROVED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND MAGELLAN VALUE PARTNERS (MVP) SOUTH EL MONTE I, LLC FOR A PROPOSED DEVELOPMENT OF PROPERTY LOCATED AT 825 LEXINGTON-GALLATIN ROAD ("PROPERTY").

Mayor Olmos introduced the item, and Rene Salas, City Manager, introduced Gerardo Marquez, Interim Director of Community Development, who provided a presentation.

Rick Martinez, Managing Director, Magellan Value Partners (MVP), presented a report and answered questions.

Prior to making his motion, Councilmember Acosta expressed that he is in favor of the project but not in favor of a warehouse, and that he would like to have the concept revisited to explore large business opportunities such as Sam's Club or Costco.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Delgado, to adopt Resolution No. 25-036, approving the First Amendment to the MOU to replace a revised site plan for the MOU with MVP South El Monte I, LLC ("MVP") for the proposed development of property located at 825 Lexington-Gallatin Road. Motion passed 3-1, by the following vote:

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

9.b. CONSIDERATION AND APROVAL OF RESOLUTION NO. 25-037, APPROVING AWARD OF CONSTRUCTION CONTRACT TO PTM GENERAL ENGINEERING SERVICES, INC. FOR SYSTEMIC SAFETY IMPROVEMENTS AT SIGNALIZED INTERSECTIONS, HSIPL-5352(025), CITY PROJECT NO. 607

Mayor Olmos introduced the item, and Rene Salas, City Manager, introduced Danilo Batson, Interim Director of Public Works, who provided a report.

GENERAL BUSINESS (CONTINUED)

Item 9.b.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Acosta, to adopt and approve the plans and specifications for the Systemic Safety Improvements at Signalized Intersections Project, to approve Resolution No. 25-037, awarding the Systemic Safety Improvements at Signalized Intersections Project contract to the lowest responsible bidder in an amount of \$327,027.00 to PTM General Engineering Services, Inc. and authorize the City Manager to execute the contract, and to authorize fifteen percent (15%) of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion. Motion passed 4-0, by the following vote:

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

9.c. SEEK DIRECTION FROM CITY COUNCIL REGARDING STATE OF THE CITY EVENT DONATIONS

By consensus, this item was continued.

9.d. CONSIDERATION AND APPROVAL OF AMENDING CHAPTER 3.16 OF TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING THE PURCHASE OF SUPPLIES, EQUIPMENT, AND SERVICES

Mayor Olmos introduced the item, and Rene Salas, City Manager, introduced Masami Higa, Director of Finance, who provided a report.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to waive first reading and introduce Ordinance No. 1282, amending Chapter 3.16 of Title 3 of the South El Monte Municipal Code regarding the purchase of supplies, equipment, and services. Motion passed 4-0, by the following vote:

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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the Community Bike Ride, the Staff Development & Team Building Event, and the League of California Cities Los Angeles County Division's Proposition 36 implementation forum.

At 7:49 p.m., Mayor Pro Tem Delgado called for a recess.

At 7:51 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS (CONTINUED)

Mayor Pro Tem Delgado announced he announced he attended the following: the April Night Market, the Greater Los Angeles County Vector Control District Board

of Trustees Meeting, and announced that the LA 2028 Summer Olympics' Skeet and Trap shotgun events will be held at LA Clays Shooting Sports Park.

Councilmember Rodriguez announced he attended the following: the April Night Market, the Staff Development & Team Building Event, and a Valle Lindo School District performance.

Mayor Olmos announced she attended the following: a Night Market meeting, the Community Services Commission Meeting, the Greater El Monte Community Hospital Board Meeting, the San Gabriel Valley Council of Governments Transportation Committee Meeting, the April Night Market, a Tee-Ball League game, a State of the City recap meeting, the Quarterly All Staff Meeting, and the Staff Development & Team Building Event.

11. CORRESPONDENCE

11.a. LETTER FROM EPIPHANY CATHOLIC CHURCH REQUESTING A FEE WAIVER FOR A TEMPORARY USE PERMIT AND CITY STAFF TIME FOR "RECORRIDO MARCHA DEL SILENCIO"

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Acosta, to approve the fee waiver request submitted by Epiphany Catholic Church, totaling \$1,655.00, for its annual "Silent March" procession, scheduled for Friday, April 18, 2025. Motion passed 4-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Bojorquez

12. COUNCILMEMBERS' AGENDA

Councilmembers' Agenda Item 12.b. was heard at this time.

12.b. COUNCILMEMBER MANUEL ACOSTA

Discussion/Action: With the advent of new housing and an increased number of ADU's, South El Monte streets are being overburdened with street parking. Many households own several cars, of which, some are being stored on the public street. Stored vehicles are vehicles that get moved once a week for street sweep, and are parked again until the next

COUNCILMEMBERS' AGENDA (CONTINUED)

Item 12.b.

street sweep. In order to minimize the burden on the public street, the city should require that no more than two vehicles be stored on the public street.

Councilmember Acosta summarized his item and clarified that this item is not a restriction on the number of vehicles people can own, but the point is having somewhere to put them. He expressed that there is an abundance of cars being sold and stored on the street, and requested to create an ordinance that limits how many cars are being stored on the street. His focus is on the cars that sit in the same spot during the week and are only moved for street sweeping. To support code enforcement efforts

Staff was directed to research options to help the street parking situation.

12.a. MAYOR GLORIA OLMOS

1. Direction to Patrol Streetlights in the city and fix water drain hole at Shively behind the bleacher closer to the parking lot.

Mayor Olmos stated that she spoke with Rene Salas, City Manager, regarding the breakdown of staff's monthly patrolling of streetlights, so that item can be disregarded, and that the water drain hole at Shively Park was fixed in a timely manner.

2. Waive the fees for the South El Monte High School Basketball Team Banquet.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to waive the fees for the South El Monte High School Basketball Team Banquet. Motion passed 4-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Bojorquez

3. Donation of \$500 to South El Monte Social Golf Group, a non-profit for kids in all the local sports.

Motion by Councilmember Acosta, seconded by Councilmember Rodriguez, to donate \$500 to the South El Monte Social Golf Group. Motion passed 4-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Bojorquez

13. CLOSED SESSION – None

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 8:11 p.m. for Successor Agency Agenda Items 15 through 21.

Mayor Olmos adjourned the Successor Agency meeting at 8:14 p.m.

Mayor Olmos reconvened the City Council Meeting at 8:14 p.m.

22. ADJOURNMENT

Mayor Pro Tem Delgado requested that an item be brought back at the next city council meeting regarding the City putting up a reward for information leading to the arrest of the individuals involved in the homicide of Steve Yaghoubi.

City Clerk, Adrian Garcia, announced there was a city-wide internet connection issue in the area that affected the meeting's Zoom participation.

There being no further business coming before this body, at 8:14 p.m., Mayor Olmos adjourned the meeting in honor of Kourosh "Steve" Yaghoubi, to a Regular City Council Meeting on Tuesday, May 6, 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: May 6, 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. 25-040, APPROVING WARRANTS FOR THE PERIOD OF APRIL 16, 2025, THROUGH MAY 6, 2025

SUMMARY: Authorizing payment of City expenditures for the period of April 16, 2025, through May 6, 2025, totaling \$2,509,679.91.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-040, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 25-040
- B. 5.06.25 Expense Approval Report

ATTACHMENT A

RESOLUTION NO. 25-040

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF APRIL 16, 2025, THROUGH MAY 6, 2025,
TOTALING \$ 2,509,679.91.

**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	4/16/25-5/6/25	DFT0002720-2744	\$216,829.66
FY 24/25	Regular Warrants	4/2/25-4/15/25	16276-16393	\$1,926,802.27
Payroll	Check	PPE 4/12/25	2050-2055	\$6,580.77
Payroll	Direct Deposit	PPE 4/12/25	9696-9810	\$165,468.68
Payroll	Check	PPE 4/26/25	2056-2060	\$7,139.33
Payroll	Direct Deposit	PPE 4/26/25	9811-9931	\$186,859.20

TOTAL EXPENDITURES RESOLUTION NO. 25-040, \$2,509,679.91

PASSED, APPROVED, AND ADOPTED this 6th day of May 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. 25-040, 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 6th day of May 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 05/06/25

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1620.5520	JC FOODSERVICE, INC	16276	04/10/2025	NEW VETAIRE OVEN/ SCTR	28,480.47
01.0100.1040.5922	SPIRITT FAMILY SERVICES	16277	04/10/2025	MAY'25 SPIRITT FAMILY BLOOMING LUNCHEON	500.00
01.0100.1040.5922	AUROM	16279	04/14/2025	VIF DIGITAL CARDS	926.10
01.0151.1543.5952	EL PALACIO ENTERTAINMENT INC	16280	04/15/2025	3/27/25 STATE OF THE CITY/ RENTAL	2,328.12
01.0160.1660.5520	NEW SIGN SOLUTION, INC.	16281	04/17/2025	2 BANNERS/ SHIVLEY	388.08
01.0170.1710.5520	NEW SIGN SOLUTION, INC.	16281	04/17/2025	POSTER LAMINATION OF CITY MAPS	606.37
01.0170.1710.5520	NEW SIGN SOLUTION, INC.	16281	04/17/2025	NEW COUNCIL NAMES	209.47
01.0160.1670.5520	NEW SIGN SOLUTION, INC.	16281	04/17/2025	BANNERS/ MVD	595.35
01.0160.1660.5520	NEW SIGN SOLUTION, INC.	16281	04/17/2025	PANEL CHANGE & COUNCIL NAME CHANGE	93.71
01.0151.1545.5499	NEW SIGN SOLUTION, INC.	16281	04/17/2025	EVENT PARKING SIGNS	436.59
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	16281	04/17/2025	CITY LOGO TICKETS FOR VOL DINNER	49.61
01.0151.1543.5952	ZUMAYA RENTALS	16282	04/17/2025	4/19/25 EASTER EVENT/ EQUIP RENTAL	1,000.00
01.0000.0000.2224	STANDARD INSURANCE	16283	04/21/2025	APR'25 LIFE AD&D & SUPPLEMENTAL	436.66
01.0000.0000.2225	STANDARD INSURANCE	16284	04/21/2025	APR'25 LIFE AD&D	6,994.57
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	16285	04/21/2025	A.R GARNISHMENT PPE 4/12/25	8.15
01.0000.0000.2240	VONS CREDIT UNION	16286	04/21/2025	APR'25	106.50
01.0120.1210.5910	ADRIAN GARCIA	16287	04/21/2025	APR'25 CMCA ANNUAL CONF/ PER DIEM	336.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	16288	04/30/2025	APR'25 ADMIN	1,584.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	16288	04/30/2025	APR'25 MISC	572.00
01.0151.1545.5210	CINDY N. GARCIA	16289	04/30/2025	5/1/25 NIGHT MARKET BAND PERFORMANCE	3,000.00
01.0151.1542.5952	DELILAH PONCE	16290	04/30/2025	BOXING SHOW OFFICIAL FFES	450.00
01.0151.1545.5210	ESPERANZA FLORES FOLKLORICO DANCE GROUP INC	16291	04/30/2025	5/1/25 NIGHT MKT/ FOLKLORICO DANCE GROUP	400.00
01.0150.1530.5952	HORTENCIA VASQUEZ	16292	04/30/2025	5/5/25 CINCO DE MAYO LUNCHEON/ DJ SVCS	350.00
01.0151.1545.5499	MERIDIAN RAPID DEFENSE GROUP LLC	16293	04/30/2025	ARCHER BARRIER & RAPID GATE RENTALS/ DEPOSIT	4,092.21
01.0000.0000.2225	STANDARD INSURANCE	16294	04/30/2025	MAY'25 LIFE AD&D	7,085.96
01.0000.0000.2224	STANDARD INSURANCE	16295	04/30/2025	MAY'25 LIFE AD&D & SUPPLEMENTAL	436.66
01.0151.1541.5956	VARGAS AND RAMIREZ SPORTS	16296	04/30/2025	25' T-BALL UNIFORMS	4,289.46
01.0170.1710.5520	2010 OFFICE FURNITURE, INC	16297	04/30/2025	3 WORKSTATIONS CHALL BASEMENT	11,092.43
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	16298	04/30/2025	MAR'25 LITIGATION SERVICES	870.00
01.0150.1505.5204	ALICE JEAN STRONG	16299	04/30/2025	APR'25 WOME & GIRLS COMMISSION MTG	100.00
01.0000.0000.4554	ALYSSA ALVAREZ	16300	04/30/2025	4/13/25 MVD CR DMG DEP RFND	50.00
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	PHONE CHARGERS	8.84
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	DEPT. SUPPLIES	21.03
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	TONER CARTRIDGES	196.90
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	DEPARTMENT SUPPLIES	74.14
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	LAP TOP BAG	161.02
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	GIVEAWAY BOXES/ VOLUNTEER GIFTS	50.37
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	TONER CARTRIDGES	196.90
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	KEY CARDS CHALL	10.73
01.0160.1640.5425	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	POOL CHEMICAL TEST	270.04
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	DEPT. SUPPLIES	6.63
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	IPHONE HOLSTER CREDIT	(13.60)
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	DEPT SUPPLIES	5.97

01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	DEPT OFFICE SUPPLIES CREDIT	(57.47)
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	PHONE CHARGERS	11.05
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	TONER CARTRIDGES	196.90
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	RETURN CREDIT	(28.65)
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	MVD WIFI BRIDGE	199.29
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	CLOCK & TEMP/ POOL	104.08
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	RED HAT SOCIAL SUPPLIES	165.35
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	PASSPORT SUPPLIES	71.13
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	TONER CARTRIDGE	90.69
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	16301	04/30/2025	KEY CARDS CHALL	193.24
01.0110.1110.5633	ANDRES FERNANDEZ	16302	04/30/2025	DEPUTY DAY PARTICIPANTS SHIRTS	4,107.92
01.0170.1770.5525	ANDY TRUONG	16303	04/30/2025	#11 OVERHAUL TRANSMISSION	3,753.70
01.0170.1770.5525	ANDY TRUONG	16303	04/30/2025	#25 COOLANT TEMP SENSOR	659.92
01.0151.1543.5952	ARIANA GUTIERREZ	16304	04/30/2025	EASTER EVENT BALLOON ARRANGMENT	225.00
01.0151.1543.5952	ARIANA GUTIERREZ	16304	04/30/2025	BALLOON ARRANGEMENT/ RESOURCE FAIR	225.00
01.0170.1770.5525	AUTOZONE	16305	04/30/2025	SHOP SUPPLIES	44.29
01.0170.1770.5525	AUTOZONE	16305	04/30/2025	#9 NEW BRAKE LIGHT	110.94
01.0170.1770.5525	AUTOZONE	16305	04/30/2025	#32 HEADLIGHT BLUB	64.45
01.0170.1770.5525	AUTOZONE	16305	04/30/2025	#15 SERVICE MNTC	53.99
01.0170.1770.5525	AUTOZONE	16305	04/30/2025	#007 MNTC SERVICE	202.36
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	16306	04/30/2025	MAR'25 ROUTINE TRAFFIC SIGNAL	2,225.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	16306	04/30/2025	MAR'25 CALL OUT TRAFFIC SGNL	3,770.00
44.0800.8010.5525	BROTHERS AUTOMOTIVE PROPER CARE LLC	16307	04/30/2025	#45 CAR WASH	34.99
44.0800.8010.5525	BROTHERS AUTOMOTIVE PROPER CARE LLC	16307	04/30/2025	#44 CAR WASH	34.99
01.0170.1770.5525	BROTHERS AUTOMOTIVE PROPER CARE LLC	16307	04/30/2025	#51 CAR WASH	29.99
01.0170.1770.5525	BROTHERS AUTOMOTIVE PROPER CARE LLC	16307	04/30/2025	#30 CAR WASH	29.99
01.0151.1545.5430	BROTHERS AWARDS & TROPHIES	16308	04/30/2025	APRIL CAR SHOW TROPHIES	220.00
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	16309	04/30/2025	MARC '25 - BLDG INSPECTOR SVCS	8,446.20
01.0150.1505.5204	CHRISTINA FONSECA	16310	04/30/2025	APR'25 WOME & GIRLS COMMISSION MTG	100.00
01.0150.1510.5204	CINDY B NGUYEN	16311	04/30/2025	APR'25 COMM SVCS COMMISSION MTG	100.00
01.0130.1460.5215	CITY OF DOWNEY	16312	04/30/2025	FY 24-25 LICENSING CANVASSING	16,642.00
01.0170.1770.5525	CITY OF EL MONTE-FINANCE DEPT.	16313	04/30/2025	MAR'25 CNG FUEL	126.75
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16314	04/30/2025	FEB'25 GRWY NORTH-PJT MGMT/ADM#408	11,545.40
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16314	04/30/2025	FEB'25 GRWY N- DESIGN/CON DOCS#408	101,161.01
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16314	04/30/2025	FEB'25 GRWY N/ COM ENGAG/OUTREACH#408	14,690.00
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 TSK B,C,D,E SUB SUP#407	53,603.55
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 MONITORING/RTP'G#407	5,527.19
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 TSK B,C,D,E SUB SUP#407	9,693.59
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 MONITORING/RTP'G#407	15,732.04
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 TSK A-PRJ MGMT#407	24,231.00
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 TSK B,C,D,E SUB SUP#407	24,765.73
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16315	04/30/2025	1/1-2/28/25 TSK A-PRJ MGMT#407	6,597.00
01.0000.0000.2510	CSG CONSULTANTS, INC	16316	04/30/2025	NOV'24 - JAN'25 - PROF SVCS/ LEXINGTON-GALLATIN RD	1,800.00
01.0000.0000.2510	CSG CONSULTANTS, INC	16316	04/30/2025	FEB'25 - PROFF SVCS/ LEXINGTON-GALLATIN RD	23,770.00
01.0000.0000.2510	CSG CONSULTANTS, INC	16316	04/30/2025	MAR'25 - PROF SVCS/ LEXINGTON-GALLATIN RD	5,990.00
01.0160.1640.5520	DDC ELECTRIC SUPPLY, INC.	16317	04/30/2025	GFI BREAKERS FOR POOL	463.02
01.0151.1545.5430	DDC ELECTRIC SUPPLY, INC.	16317	04/30/2025	ELEC SUPPS LIGHTS NIGHT MARKET	54.91
01.0150.1510.5204	DENISE R. SILVA	16318	04/30/2025	APR'25 COMM SVCS COMMISSION MTG	100.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	16319	04/30/2025	DEC'24 FINGERPRINTS	32.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CI NUTR PRGM	398.30
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CII NUTR PRGM	44.25
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CI NUTR PRGM	314.45

06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CII NUTR PRGM	34.93
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CI NUTR PRGM	302.71
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CII NUTR PRGM	33.63
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CI NUTR PRGM	300.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16320	04/30/2025	MILK/ CII NUTR PRGM	82.73
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	16321	04/30/2025	APRIL'25 PEST CONTROL/ YARD	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	16321	04/30/2025	APRIL'25 PEST CONTROL/ CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	16321	04/30/2025	APRIL'25 PEST CONTROL/ CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	16321	04/30/2025	APRIL'25 PEST CONTROL/ SCTR	334.46
01.0170.1720.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	16322	04/30/2025	CHAINLINK FOR GATE/ YARD	90.76
01.0100.1020.5405	EL MONTE PRINTING	16323	04/30/2025	BUSINESS CARDS	55.38
01.0150.1505.5204	ELIZABETH M. GUTIERREZ	16324	04/30/2025	APR'25 WOMEN & GIRLS COMMISSION MTG	100.00
01.0150.1505.5204	EVELYN BRIONES	16325	04/30/2025	APR'25 WOMEN & GIRLS COMMISSION MTG	100.00
01.0160.1630.5520	EWING IRRIGATION	16326	04/30/2025	IRR REPAIRS/ MCTR	124.51
01.0160.1670.5520	EWING IRRIGATION	16326	04/30/2025	MVD IRR REPAIRS	84.98
01.0170.1750.5520	EWING IRRIGATION	16326	04/30/2025	PECK MEDIAN REPAIRS	115.32
01.0151.1543.5430	EWING IRRIGATION	16326	04/30/2025	PREP FOR 4TH OF JULY	881.41
01.0170.1750.5520	EWING IRRIGATION	16326	04/30/2025	DURFEE PECK MEDIANS	586.32
01.0160.1610.5520	EWING IRRIGATION	16326	04/30/2025	IRR REPAIRS CCTR	153.86
01.0160.1630.5520	EWING IRRIGATION	16326	04/30/2025	IRR REPAIRS/ MCTR	716.24
44.0800.8015.5406	FORD COMPONENT SALES, LLC	16327	04/30/2025	CHARING STATION DUAL POST / 5 YR WARRNTY	3,104.15
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	16328	04/30/2025	#1 HONDA GENERATOR	92.11
01.0000.0000.4554	GEORGE ALMAGUER	16329	04/30/2025	4/5/25 MVD CR DMG DEP RFND	50.00
01.0150.1510.5204	GEORGE ANGUIANO	16330	04/30/2025	APR'25 COMM SVCS COMMISSION MTG	100.00
01.0130.1330.5931	GLOBAL PAYMENTS INC	16331	04/30/2025	SERVICE PACKAGE ESSENTIALS	8,000.00
01.0130.1330.5931	GLOBAL PAYMENTS INC	16331	04/30/2025	RECREATION MGMT SOFTWARE EQUIP	646.21
01.0170.1770.5525	GOT PROPANE INC	16332	04/30/2025	FORKLIFT PROPANE	85.33
01.0170.1770.5525	GOT PROPANE INC	16332	04/30/2025	4/24 FORKLIFT PROPANE	39.82
01.0160.1660.5520	GRAINGER	16333	04/30/2025	FLUSH VALVE/ SHIVELY	445.79
01.0151.1545.5430	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR SUPP NIGHT MARKET	21.85
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	PLUB SUPPS REPAIR HANDWASH CCTR	48.24
01.0170.1760.5540	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	STREET DEPT KEYS	11.27
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	ELEC REPAIR SUPP SCTR	24.83
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR SUPPS/ POOL	5.81
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	6 KEYS CUT	18.15
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	COVERALLS FOR STREETS	46.17
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	BRASS CAPS FOR CCTR	29.01
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	YARD ELEC REPAIRS	12.12
01.0151.1545.5430	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR SUPP NIGHT MARKET	14.34
01.0151.1545.5430	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR ITEMS NIGHT MARKET	10.54
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	WALL PLATE/ YARD	4.40
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	CAMERA REPAIR/ MCTR	43.92
01.0151.1545.5430	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR ITEMS NIGHT MARKET	45.91
01.0151.1545.5430	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR SUPPS NIGHT MARKET	7.30
01.0151.1545.5430	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	MISC REPAIR/ NIGHT MARKET	23.68
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	16334	04/30/2025	SEALANT & SCREWS CCTR	62.93
01.0160.1640.5425	HASA INC.	16335	04/30/2025	4/2 POOL CHEMICALS	812.80
01.0160.1640.5425	HASA INC.	16335	04/30/2025	4/16 CHEMICAL DELIVERY	815.42
01.0150.1510.5204	HORTENCIA VASQUEZ	16336	04/30/2025	APR'25 COMM SVCS COMMISSION MTG	100.00
01.0150.1530.5430	HUMAN SERVICES ASSOCIATION	16337	04/30/2025	JAN-MAR'25 1ST QRT/ CASE MGMT SVCS	480.00
06.0300.3010.5215	HUNTINGTON CULINARY	16338	04/30/2025	3/17-3/21/25 MEALS/ CI NUTR PRGM	6,325.00
06.0300.3020.5215	HUNTINGTON CULINARY	16338	04/30/2025	3/17-3/21/25 MEALS/ CII NUTR PRGM	665.50

06.0300.3010.5215	HUNTINGTON CULINARY	16338	04/30/2025	3/24-3/28/25 MEALS/ CI NUTR PRGM	6,152.50
06.0300.3020.5215	HUNTINGTON CULINARY	16338	04/30/2025	3/24-3/28/25 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	16338	04/30/2025	3/31-4/4/25 MEALS/ CI NUTR PRGM	5,893.75
06.0300.3020.5215	HUNTINGTON CULINARY	16338	04/30/2025	3/31-4/4/25 MEALS/ CII NUTR PRGM	617.10
06.0300.3010.5215	HUNTINGTON CULINARY	16338	04/30/2025	4/7-4/11/25 MEALS/ CI NUTR PRGM	5,922.50
06.0300.3020.5215	HUNTINGTON CULINARY	16338	04/30/2025	4/7-4/11/25 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	16338	04/30/2025	4/14-4/18/25 MEALS/ CI NUTR PRGM	6,267.50
06.0300.3020.5215	HUNTINGTON CULINARY	16338	04/30/2025	4/14-4/18/25 MEALS/ CII NUTR PRGM	653.40
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	16339	04/30/2025	ALUM REM & CUTTING/ CCTR	10.94
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	16339	04/30/2025	STEEL REPAIR FOR REFRIGERATOR	22.44
01.0170.1710.5520	INNER-COOL CORP	16340	04/30/2025	4/2/25 AC MAINT/ CHALL	680.00
01.0150.1510.5204	ISRAEL ALACIO	16341	04/30/2025	APR'25 COMM SVCS COMMISSION MTG	100.00
01.0151.1543.5430	JCL TRAFFIC SERVICES	16342	04/30/2025	4/3 NIGHT MARKET RENTALS	2,700.00
37.0670.6720.5977	JCL TRAFFIC SERVICES	16342	04/30/2025	LOADING ONLY SIGNS	365.53
37.0670.6720.5977	JCL TRAFFIC SERVICES	16342	04/30/2025	ZINC SET SCREW	30.94
37.0670.6720.5977	JCL TRAFFIC SERVICES	16342	04/30/2025	STRRET SIGN GOLDWYN/DURFEE	136.47
37.0670.6720.5977	JCL TRAFFIC SERVICES	16342	04/30/2025	YELLOW STRIPING PAINT	320.23
01.0000.0000.4554	JESSICA VACA	16343	04/30/2025	4/6/25 MVD CR DMG DEP RFND	50.00
01.0000.0000.4554	JORGE VALENZUELA	16344	04/30/2025	4/6/25 MVD GAZ DMG DEP RFND	50.00
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	16345	04/30/2025	FEB'25 CRIME SUPPRESSION	11,832.14
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	16345	04/30/2025	MAR'25 LAW ENFORCEMENT SVCS	475,596.99
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	16345	04/30/2025	MAR'25 LIABILITY INSURANCE	59,449.62
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	16345	04/30/2025	MAR'25 TRAFFIC ENFORCEMENT	3,515.76
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	16345	04/30/2025	MAR'25 CRIME SUPPRESSION	20,771.72
01.0170.7020.5956	L.A. POLICE GEAR, INC	16346	04/30/2025	PROPPER UNIFORM POLO SHIRTS	54.35
01.0170.7020.5956	L.A. POLICE GEAR, INC	16346	04/30/2025	ALTERATION SHIRTS	317.28
01.0170.7020.5956	L.A. POLICE GEAR, INC	16346	04/30/2025	TACTICAL POLO'S & PANTS	132.65
01.0170.7020.5956	L.A. POLICE GEAR, INC	16346	04/30/2025	POLO SHIRTS & TACTICAL PANTS	702.41
01.0160.1610.5520	LAWRENCE ROLL UP DOORS, INC	16347	04/30/2025	ROLL UP DOOR MNTC	501.07
01.0160.1620.5520	LAWRENCE ROLL UP DOORS, INC	16347	04/30/2025	ROLL UP DOOR MNTC	501.07
01.0170.1710.5520	LAWRENCE ROLL UP DOORS, INC	16347	04/30/2025	ROLL UP DOOR MNTC	501.08
01.0160.1640.5520	LBC LIGHTING	16348	04/30/2025	OUTLET IN ELEC RM/ POOL	31.97
01.0160.1650.5520	LBC LIGHTING	16348	04/30/2025	WALL LIGHT PACK REPLACEMENT	160.85
01.0151.1545.5430	LBC LIGHTING	16348	04/30/2025	ELEC SUPPS NIGHT MARKET	198.61
01.0160.1660.5520	LBC LIGHTING	16348	04/30/2025	FLOODLIGHTS/ SHIVLEY	2,510.08
01.0151.1545.5430	LBC LIGHTING	16348	04/30/2025	ELEC SUPPS/ KRUSE	35.38
01.0160.1660.5520	LBC LIGHTING	16348	04/30/2025	FLOODLIGHT	418.35
01.0151.1543.5430	LIBERTY FLAG & SPECIALTY CO.	16349	04/30/2025	FLAGS OF VALOR CCTR	668.86
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	16350	04/30/2025	#49 BED LINER	1,300.50
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	16350	04/30/2025	#52 BED LINER	781.50
01.0150.1515.5406	MAKE IT LA LLC	16351	04/30/2025	PC COMMISSION POLO & JACKET	95.50
01.0150.1540.5956	MAKE IT LA LLC	16351	04/30/2025	STAFF JACKET	50.00
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	16352	04/30/2025	FENCE REPAIR NTP	2,055.14
01.0130.1330.5215	MODERN IT, INC	16353	04/30/2025	RHOMBUS SYSTEM DEPLOYMENT	19,162.50
01.0130.1330.5215	MODERN IT, INC	16353	04/30/2025	APR'25 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	16353	04/30/2025	APR'25 OFFICE 365	5,974.27
01.0130.1310.5906	MOSS, LEVY & HARTZHEIM, LLP	16354	04/30/2025	AUDIT YEAR END 6/30/24 COMPLETION	8,112.00
01.0170.1750.5962	NAPA AUTO PARTS	16355	04/30/2025	SMALL TOOLS	733.81
01.0170.1770.5525	NAPA AUTO PARTS	16355	04/30/2025	PERFORMANCE TOOL	43.08
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	16356	04/30/2025	BANNERS	232.57
01.0170.1770.6010	NORM REEVES FORD SUPERSTORE	16357	04/30/2025	2024 FORD F-10	40,336.84
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	16358	04/30/2025	MAR-APR'25 FOLKLORICO DANCE LESSONS	560.00

01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 CITY COUNCIL SERVICES	22,677.91
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 CITY MANAGER SERVICES	2,921.53
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 CITY CLERK SERVICES	1,031.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 FINANCE SERVICES	3,482.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 PUBLIC WORKS SERVICES	7,050.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 COMMUNITY DEVELOPMENT SERVICES	16,767.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 COMMUNITY SERVICES SVCS	265.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 PLANNING SERVICES	3,609.10
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	16359	04/30/2025	MAR'25 LITIGATION SERVICES	247.50
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	16360	04/30/2025	CERAMIC STREET DOTS	1,002.29
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	16360	04/30/2025	ORANGE CONES FOR STREETS	1,702.78
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	16360	04/30/2025	ORANGE CONES FOR STREETS	1,652.94
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	16360	04/30/2025	ST STENCIL NUMBERS	2,043.34
01.0151.1545.5430	PARTY PRONTO	16361	04/30/2025	NIGHT MARKET RENTAL EQUIPMENT	1,468.00
01.0151.1543.5952	PARTY PRONTO	16361	04/30/2025	EMPLOYEE PICNIC EQUIP RENTALS	3,149.00
01.0160.1610.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ CCTR	51.61
01.0160.1620.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ SCTR	51.61
01.0160.1630.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ MCTR	51.61
01.0160.1640.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ POOLS	51.61
01.0160.1650.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ NTP	107.40
01.0160.1670.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ MVD	107.40
01.0170.1710.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ CHALL	137.76
01.0170.1710.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ PSO	101.58
01.0170.1720.5520	POST ALARM SYSTEMS	16362	04/30/2025	MAY'25 ALARM SVCS/ YARD	161.46
01.0100.1040.5916	POSTMASTER	16363	04/30/2025	NEWSLETTER PERMIT PI 87	350.00
01.0170.1770.5525	PRECISION AERIAL SERVICES, INC	16364	04/30/2025	ARIEL LIFT REPAIRS	4,021.50
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	16365	04/30/2025	EQUIPMENT RENTAL/ JOB FAIR	651.25
01.0150.1505.5406	PRINT XPRESSIONS	16366	04/30/2025	TABLE COVER/ WOMEN'S COMMISSION	228.71
01.0100.1020.5405	QUADIENT LEASING USA, INC.	16367	04/30/2025	POSTAGE MACHINE SUPPLIES	38.76
01.0000.0000.4250	QUIYUAN LI	16368	04/30/2025	RES-ELC-25-008/ INCORRECT FEES REFUND	248.00
01.0170.7020.5956	RED DOT UNIFORMS	16369	04/30/2025	CITY LOGOS UNIFORMS/ CODE ENFORCEMENT	171.60
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	16370	04/30/2025	MAR'25 BUS PASSES	72.64
01.0120.1220.5205	REGISTRAR-RECORDER/COUNTY CLERK	16371	04/30/2025	2024 GENERAL ELECTION CONTRACTED SVCS	31,789.10
01.0170.1770.5525	RENT A SPRAY	16372	04/30/2025	PAINT SPRAYER REPAIR	743.54
01.0151.1545.5430	RICKY J. ORTIZ	16373	04/30/2025	NIGHT MARKET & FLAGS OF VALOR/ PROMO	200.00
01.0150.1510.5204	ROBERT BECERRA	16374	04/30/2025	APR'25 COMM SVCS COMMISSION MTG	100.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	16375	04/30/2025	4/7/25 NOTICE/ HOMELESS COMM VACANCY	323.11
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	16375	04/30/2025	4/17/25 CITY NOTICE/ CUP 25-02	273.17
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	16375	04/30/2025	4/21/25 CITY NOTICE/ ORDINANCE 1281 BEFORE	208.96
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	16375	04/30/2025	4/21/25 CITY NOTICE/ ORDINANCE 1282 BEFORE	208.96
01.0150.1505.5204	SARA GAETA ANGUIAN	16376	04/30/2025	APR25 WOMEN & GIRLS COMMISSION MTG	100.00
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ S. SAAVEDRA	150.00
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ Y. CORONA	196.76
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ A. APODACA	200.00
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ J. ULTERAS	196.77
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ M. ACOSTA	196.76
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ A. AGUILA	200.00
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ M. BUGARIN	196.76
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ E. VASQUEZ	192.09
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ D. BARON	187.39
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ A. MADERA	182.72
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ D. CHAVEZ	178.04

01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ J. VALLE	200.00
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ A. LOPEZ	173.35
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ Y. LAM	150.00
01.0170.1020.5956	SHOETERIA	16377	04/30/2025	2025 BOOT ALLOWANCE/ G. GONZALEZ	100.00
44.0800.8010.5525	SRS AUTOMOTIVE	16378	04/30/2025	#16 REPAIR A/C	846.17
68.0900.9020.6025	SUBSURFACE DESIGNS INC	16379	04/30/2025	MAR'25 GEO/SOIL ENG-NTP#252	12,650.00
01.0151.1545.5499	SUNBELT RENTALS, INC.	16380	04/30/2025	APR'25 FORKLIFT RENTAL NIGHT MARKET	968.88
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	16381	04/30/2025	FOOD ITEMS/ CI NUTRITION PROGRAM	167.67
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	16381	04/30/2025	FOOD ITEMS/ CII NUTRITION PROGRAM	18.62
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	16381	04/30/2025	FOOD ITEMS/ CI NUTRITION PROGRAM	119.80
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	16381	04/30/2025	FOOD ITEMS/ CII NUTRITION PROGRAM	13.31
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	16382	04/30/2025	MARCH '25 CAR WASH	71.97
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	16382	04/30/2025	MARCH '25 CAR WASH	139.95
01.0170.1020.5515	TIERRA WEST ADVISORS, INC	16383	04/30/2025	MAR'25 INTERIM SERVICES	24,461.25
68.0000.0000.2510	TORO ENTERPRISES, INC	16384	04/30/2025	12/30-1/31/25 CON/ATP RET#110	(15,772.48)
68.0900.9000.5968	TORO ENTERPRISES, INC	16384	04/30/2025	12/30-1/31/25 CON/ATP#110	315,449.57
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JUL'24 ATP CY 6 GRANT ASST	297.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 TRF REV/11214 RUSH	300.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 MTHLY ENG SVCS.	29,780.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 CIP PJTS. PLAN CK	280.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 70% PL CK FEES-1097/2540 RSMD	764.40
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 70% PL CK FEES-1098/1809 DURF	3,635.27
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 TRF PED CROSS'G/VACCO	9,923.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 TRF SVCS/NIGHT MARKET	1,680.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	SEPT'24 TRF SIGN/MAST ARM-CHICO	405.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	OCT'24 TRF REV/11214 RUSH	637.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	OCT'24 MTHLY ENG SVCS	24,680.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	OCT'24 70% PL CK FEES-1099/11214 RUSH	4,864.72
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	OCT'24 ATP 5/TRF COUNTS #110	300.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	OCT'24 TRF PED CROSS'G/VACCO	1,965.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	DEC'24 - BLDG PLAN CHECK SVCS	5,411.35
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 TRF -2655 LOMA/SIGNAGE REV	4,005.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 TRF REV-11214 RUSH	112.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 ENGINEERING SERVICES	18,010.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 PLAN CHECK-2200 RSMD	764.40
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 TRF COUNTS/ENG#110	3,727.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 TRF SEMHS CIRCULATION REV	1,125.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	JAN'25 TRF U-TURN RSMD/FERN & RSMD/KLING	620.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 PRGM MGMT#140	594.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG/PRGM MGMT#607	7,022.75
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 GRANT ASST. ATP CY 6	352.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG ADM SVCS GRNWWY#407	8,120.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG SVC GRNWWY#407	7,200.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 CON MGMT GRNWWY#407	7,350.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ADM SVCS GRNWWY#407	2,880.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG/ADM#295	3,779.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG/GEO/LABOR COMPL#296	7,919.45
68.0900.9020.6025	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG/ADMIN SVCS/POOLS#252	3,288.50
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 PJT MGMT/ST REHAB#640	11,181.75
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 FY25/26 ST REHAB/ENG PLAN/EST	145.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 ENG/PJT MGMT ATP CY5#110	12,751.00
68.0900.9020.6025	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 CHALL RSTRM PJT MGMT#252	4,275.00

01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB. '25 - BLDG PLAN CHECK SVCS	16,793.63
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 - PERMIT TECH SVCS	13,670.00
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 - COA FOR 825 LEXINGTON-GALLATIN	170.00
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'24 - COA FOR 9529 GARVEY AVE	340.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 MTHLY ENG SVCS	20,410.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 70% PL CK FEES-1104/10808 KLIN	3,387.54
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16385	04/30/2025	FEB'25 PLAN CK CIP PJTS. SVCS	1,400.00
01.0150.1540.5406	TYLER TECHNOLOGIES, INC	16387	04/30/2025	25-26 CC RECEIPT PRINTER HARDWARE FEES	245.63
01.0130.1330.5931	TYLER TECHNOLOGIES, INC	16387	04/30/2025	MAY'25-APR'26 WEB HOSTING FEE YR 5	58,898.00
92.0000.0000.5215	URBAN FUTURES INCORPORATED	16388	04/30/2025	FY24 DISCLOSURE/ BONDS & PRIVATE PLACEMENTS	7,500.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	16389	04/30/2025	JANITORIAL SUPPLIES	5,209.61
01.0170.1740.5435	WAXIE SANITARY SUPPLY	16389	04/30/2025	4/14 JANITORIAL SUPPLIES	1,708.31
01.0170.1740.5435	WAXIE SANITARY SUPPLY	16389	04/30/2025	JANITORIAL SUPPLIES	805.43
01.0160.1650.5520	WHITTIER FERTILIZER	16390	04/30/2025	NTP SPORT MIX	93.71
01.0160.1670.5520	WHITTIER FERTILIZER	16390	04/30/2025	MVD GORILLA HAIR LANDSCAPE	757.53
01.0170.1750.5520	WHITTIER FERTILIZER	16390	04/30/2025	CHALL PLANTERS	150.62
01.0150.1530.5952	WINNER INTERNATIONAL INC.	16391	04/30/2025	BALLOON HELIUM REFILL/ SPECIAL EVENTS	320.00
01.0170.1760.5545	WINZER	16392	04/30/2025	GRAFFITI REMOVER	2,164.03
01.0170.1760.5545	WINZER	16392	04/30/2025	GRAFFITI REMOVER	571.65
01.0170.1760.5540	ZUMAR INDUSTRIES, INC	16393	04/30/2025	MERCED GREENWAY SIGN	215.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002720	04/09/2025	2/18-3/19/25 2004 ROSEMEAD BLVD	24.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002721	04/09/2025	2/18-3/19/25 2218 ROSEMEAD BLVD	141.13
01.0170.1730.5705	SO CAL GAS	DFT0002722	04/09/2025	3/3-4/1/25 1415 SANTA ANITA AVE	1,488.50
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002723	04/14/2025	FEB'25 2028 CENTRAL AVE	422.69
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002724	04/14/2025	3/1-3/31/25 STREET LIGHTS	3,928.86
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002725	04/14/2025	2/20-3/20/25 9465 GARVEY AVE	21.73
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0002726	04/14/2025	MAR'25 STREET LIGHTS	3,650.59
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CA CITIES ASSOC. 25 ANNUAL REGISTRATION	950.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 CA CONTRACT CITIES MTG REGISTRATION	50.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 ICA CONF/ HOTEL CHARGES	641.36
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CALED-2025 CONF REGISTRATION	595.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 ICA CONF/ MEAL CHARGES	43.24
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MEETING MEALS	41.28
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	COUNCIL MTG REVIEW MTG MEALS/ MAYOR	57.22
01.0100.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CA ASSOC LOCAL ECON DEV/ MEMBERSHIP	120.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 LA TIMES SUBSCRIPTION	16.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 ZOOM US SUBSCRIPTION	363.90
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	COMMUNITY AWARDS	357.03
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF EQUIPMENT	85.54
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF EQUIPMENT	1,570.77
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF EQUIPMENT	1,479.61
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF EQUIPMENT	55.83
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF EQUIPMENT	121.28
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF EQUIPMENT	251.91
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE RECOGNITION SUP	16.64
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PW DEPT SUPPLIES	40.63
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ISCS MEMBERSHIP CREDIT	(175.00)
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ADOBE SOFTWARE CREDIT	(121.26)
01.0000.0000.1999	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE REIMBURSEMENT	35.00
01.0000.0000.1999	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE REIMBURSEMENT	35.00
01.0000.0000.1999	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE REIMBURSEMENT	452.47
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	NLC CONF/ BAGGAGE CHARGE	35.00

01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	NLC CONF/ BAGGAGE CHARGE	35.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	NATIONAL LEAGE OF CITIES/ FLIGHT CHARGES	61.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAR'25 NLC CONF/ FLIGHT CHARGES	452.47
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 ANNUAL MUNICIPAL SEMINAR REGISTRATION	950.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 ANNUN MUNICIPAL SEMINAR REGISTRATION	950.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 ICSC L. VEGAS CONF REGISTRATION	1,322.50
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCTR OFFICE SUPPLIES/ FRAME	117.61
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCTR OFFICE SUPPLIES	297.04
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCTR OFFICE SUPPLIES	55.09
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCTR OFFICE SUPPLIES	63.93
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	RECREATION DEPT SUPPLIES	85.93
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PRGM SUPPLIES	406.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	165.31
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	REC CLASSES SUPPLIES	112.70
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	110.14
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	98.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	BABY LAB SUPPLIES	62.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	46.80
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SPECIAL EVENT SUPPLIES	250.16
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MASS EMAIL SERVICE RENEWAL	819.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	DEPARTMENT FRIDGE	153.25
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SPOTIFY MONTHLY SUBSCRIPTION	19.99
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	STAFF MEETING MEALS	64.89
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	GUITAR CENTER/ NTP SCORE BOARD	64.00
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	COUNCIL REFRESHMENTS	37.36
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MEALS/ TRAINING	19.48
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MEALS/ TRAINING	89.56
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	VIRTUAL CPO COURSE	1,050.00
37.0670.6720.5977	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	GRAFFITI REMOVER	302.32
37.0670.6720.5977	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	GRAFFITI REMOVER	799.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 ANNUAL MUNICIPAL SEMINAR/ INDIAN WELLS	950.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 STATE OF THE PUBLIC SFTY	80.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PHOTOSHOP SUBSCRIPTION CREDIT	(6.66)
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PHOTOSHOP SUBSCRIPTION	22.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MARIACHI FESTIVAL/ SENIOR EXCURSION	1,820.00
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AMERICAN SOCIETY ON AGING MEMBERSHIP	275.00
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SKILLPATH MEMBERSHIP TRAINING	349.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PIZZA/ STUDENT LUNAR YEAR EVENT	30.83
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	TABLE CLOTHS/ RETURN CREDIT	(35.26)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	TABLE CLOTHS/ RETURN CREDIT	(76.79)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PIZZA/ STUDENT LUNAR YEAR EVENT	123.30
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SUPPLIES/ SPECIAL EVENTS	14.32
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SUPPLIES/ SPECIAL EVENTS	88.76
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SUPPLIES/ SPECIAL EVENTS	61.71
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	DECOR/ SPECIAL EVENTS	45.84
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	TABLE CLOTHS/ SPECIAL EVENTS	112.05
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAR'25 LEAGUE OF CA P.W CONF/ REGISTRATION	800.00

01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 CALED - CONF REGISTRATION	695.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 ICSC L.VEGAS - REGISTRATION	850.00
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APA - MEMBERSHIP	112.62
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CALED - MEMBERSHIP	500.00
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	STAFF TRAINING/ MEALS	65.05
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FRONT OFFICE PAPER SUPPLIES	47.25
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FRONT OFFICE FLYER STANDS	62.54
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CC PLOTTER SUPPLIES	104.73
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FRONT OFFICE/ CLOCK-IN ROOM EQUIP	113.11
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FRONT OFFICE/ CLOCK-IN ROOM EQUIP	284.43
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL/ REC CLASS SUPPLIES	66.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL/ REC CLASS SUPPLIES	19.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL/ REC CLASS SUPPLIES	87.92
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	STAFF TRAINING & MEETING/ MEALS	69.00
01.0150.1540.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	STAFF TRAINING & MEETING/ MEALS	46.05
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	BOXING STAFF MEETING/ MEALS	174.46
01.0000.0000.1999	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE REIMBURSEMENT	24.94
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	NAVIGATING THE MAZE/ TRAINING	39.19
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	TRAINING SNACKS	377.80
01.0100.1050.5918	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	GOV FINANCE/ EMPLOYMENT ADS	200.00
01.0100.1050.5918	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CSMFO JOB POSTING	325.00
01.0100.1050.5918	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	NEOGOV JOB ADVERTISEMENT	999.00
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PARMA/ ANNUAL CONFERENCE	549.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL PORTRAITS	3,827.47
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	49.20
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	274.52
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	274.52
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	28.55
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	29.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	29.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL MTG/ MEALS	251.81
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL ADDITIONAL PHOTOS	216.03
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL MTG/ MEALS	46.31
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FLYER INVITE SOFTWARE	149.90
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL SUPPLIES	144.57
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL MTG/ MEALS	417.20
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CITY COUNCIL MTG/ MEALS	13.58
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	OFFICE SUPPLIES	36.99
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	OFFICE SUPPLIES	8.25
01.0100.1050.5940	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	STAFF BDAY SUPPLIES	56.64
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHERIFF SUPPLIES	36.48
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25/ MUNICIPAL SEMINAR REGISTRATION	950.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	STATE OF PUBLIC SFTY/ REGISTRATION	80.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE ICLOUD SUBSCRIPTION	0.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FRONT LOBBY DECORATIONS	335.48
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FRONT LOBBY DECORATIONS	173.91
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SOCIAL SNACKS	159.26
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CANDY GRAM SUPPLIES	9.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CUTLERY PACKETS	145.42
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CANDY GRAM SUPPLIES	26.25
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CANDY GRAM SUPPLIES	57.12
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CI NUTR PRGM SUPPLIES	224.31

06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	NAPKINS/ CI NUTR PRGM	108.42
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CI NUTR PRGM SUPPLIES	419.42
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CONFERENCE REGISTRATION REFUND	(1,349.00)
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CONFERENCE REGISTRATION	1,349.00
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	2025 CCAC ANNUAL CONF/ REGISTRATION	595.00
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCAC ANNUAL CONF/ FLIGHT CHARGES	258.95
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCAC ANNUAL CONF/ HOTEL DEPOSIT	355.59
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAR'25 CPRS CONF/ FLIGHT CHARGES	699.92
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAR'25 CPRS CONF/ FLIGHT CHARGES	80.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SAM'S MEMBERSHIP RENEWAL	319.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	27.05
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES CREDIT	(70.40)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PROGRAM SUPPLIES	10.63
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	12.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	REC FITNESS CLASS SUPPLIES	13.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	JANUARY REC CLASS SUPPLIES	15.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	21.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PROGRAM SUPPLIES	25.76
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	70.40
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	38.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SNACKS	312.36
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SNACKS	266.72
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	256.03
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 REC CLASS SUPPLIES	224.58
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	BABY LAB PRGM SUPPLIES	189.96
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'25 REC CLASS SUPPLIES	180.43
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SNACKS	139.72
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MCTR AFTER SCHOOL PRGM SUPPLIES	33.21
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	92.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PROGRAM SUPPLIES	103.33
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL FOOD CRAFT	83.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	80.79
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	69.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	54.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	JANUARY REC CLASS SUPPLIES	53.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	44.39
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CCTR AFTER SCHOOL PRGM SUPPLIES	43.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	PROGRAM SUPPLIES	43.07
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	38.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MCTR AFTER SCHOOL FOOD CRAFT	86.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	38.53
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	VIRTUAL COP COURSE TRAINING	350.00
01.0150.1540.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CPRS CONF/ FLIGHT CHARGES	120.00
01.0150.1540.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CPRS CONF/ FLIGHT CHARGES	1,049.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	AFTER SCHOOL PRGM SUPPLIES	32.96
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SANCTION FEE BOXING SHOW REGISTRATION	330.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	USA BOXING CLUB FEE MEMBERSHIP	205.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SANCTION FEE BOXING SHOW REGISTRATION	330.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SANCTION FEE BOXING SHOW REGISTRATION	330.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SANCTION FEE BOXING SHOW REGISTRATION	330.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	USA BOXING MEMBERSHIP RENEWALS	453.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CABLE & INTERNET SVCs	154.98

01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	JAN'25 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	CABLE & INTERNET SVCS	339.23
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	JAN'25 STAMPLI CHARGES	1,925.00
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EARBUDS/ P.W	562.24
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	12/3/24-1/2/25 CITY CELL PHONE -FIRSTNET	7,643.66
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	TELENYX PLATFORM	113.14
01.0170.7020.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	SHIRT EMBROIDERY/ CODE ENFORCE	38.50
01.0000.0000.1999	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE REIMBURSEMENT	16.98
01.0000.0000.1999	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	EMPLOYEE REIMBURSEMENT	6.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ICA WINTER SEMINAR REGISTRATION	795.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	MAY'25 ANNUAL MUNICIPAL SEMINAR REGISTRATION	950.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE MUSIC SUBSCRIPTION	10.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE CLOUD STORAGE	9.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	APPLE CLOUD STORAGE	1.99
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'24 CSMFO ANNUAL CONF/ FLIGHT CHARGES	331.97
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'24 CSMFO ANNUAL CONF/ FLIGHT CHARGES	276.60
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	FEB'24 CSMFO ANNUAL CONF/ FLIGHT CHARGES	30.98
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ADOBE CLOUD APPS SUBSCRIPTION	113.71
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002727	03/18/2025	ADOBE CLOUD APPS SUBSCRIPTION	575.86
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002728	04/08/2025	3/7-4/6/25 INTERNET SVCS/ 2028	155.00
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002728	04/08/2025	4/7-5/6/25 INTERNET SVCS/ 2028	155.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002729	04/15/2025	2/19-3/20/25 2464 ROSEMEAD BLVD	333.24
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002730	04/15/2025	2/19-3/20/25 2620 ROSEMEAD BLVD	141.13
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0002731	04/01/2025	1/24-2/23/25 FUEL-CITY TRANSPORTATION	1,295.74
37.0670.6720.5966	US BANK VOYAGER FLEET SYS	DFT0002731	04/01/2025	1/24-2/23/25 FUEL-CITY TRANSPORTATION	3,235.94
44.0800.8010.5966	US BANK VOYAGER FLEET SYS	DFT0002731	04/01/2025	1/24-2/23/25 FUEL-CITY TRANSPORTATION	735.40
02.0170.1760.5550	ATHENS SERVICES	DFT0002732	04/16/2025	APR'25 STREET SWEEPING	7,057.92
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002733	04/15/2025	3/16-4/15/25 CABLE & INTERNET/ CHALL	350.13
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002733	04/15/2025	4/16-5/15/25 CABLE & INTERNET/ CHALL	350.13
02.0170.1760.5537	SOUTHERN CALIFORNIA EDISON	DFT0002734	04/16/2025	2/13-3/16/25 STREET LIGHTS	2,093.53
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0002735	01/22/2025	11/26-12/24/24 FUEL-CITY TRANSPORTATION	1,147.45
37.0670.6720.5966	US BANK VOYAGER FLEET SYS	DFT0002735	01/22/2025	11/26-12/24/24 FUEL-CITY TRANSPORTATION	2,996.78
44.0800.8010.5966	US BANK VOYAGER FLEET SYS	DFT0002735	01/22/2025	11/26-12/24/24 FUEL-CITY TRANSPORTATION	714.16
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0002736	04/21/2025	MAR'25 INSURANCE	994.56
01.0000.0000.2250	CALPERS	DFT0002737	04/18/2025	ACTIVE EMPLOYEE PREMIUM	104,387.47
01.0100.1050.5900	CALPERS	DFT0002737	04/18/2025	LATE FEE	110.61
01.0100.1050.5941	CALPERS	DFT0002737	04/18/2025	ADMIN FEE/ RETIRED	17.08
01.0100.1050.5941	CALPERS	DFT0002737	04/18/2025	ADMIN FEE/ ACTIVE	250.53
01.0100.1050.5945	CALPERS	DFT0002737	04/18/2025	EMPLOYER SHARE/ RETIRED PREMIUM	1,264.00
01.0100.1050.5947	CALPERS RETIREMENT	DFT0002738	04/18/2025	2025 REPLACEMENT BENEFIT CONT	510.39
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002739	04/21/2025	APR'25 INTERNET SVCS/ 1819	101.23
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0002740	04/07/2025	APR'25 DENTAL INSURANCE	7,308.03
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002741	04/18/2025	EMPLOYEE BEFORE TAX	2,977.50
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0002741	04/18/2025	EMPLOYER MATCH	3,826.25
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0002741	04/18/2025	EMPLOYEE AFTER TAX	750.00
01.0000.0000.2355	EMPOWER RETIREMENT, LLC	DFT0002741	04/18/2025	EMPLOYEE LOAN REPAYMENT	1,409.44
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002742	04/18/2025	CASE 200000002135289	529.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002742	04/18/2025	CASE 1457313	402.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002742	04/18/2025	CASE 200000002163990	359.00

01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0002742	04/18/2025	CASE 0980438	150.00
01.0000.0000.2255	VISION SERVICE PLAN	DFT0002743	04/18/2025	APR'25 INSURANCE	956.10
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0002744	04/18/2025	MAR'25 SUPPLEMENTAL LIFE INSURANCE	2,148.80
Grand Total					\$ 2,143,631.93

Authorization Signatures

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

Rene Salas, City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: May 6, 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 RESOLUTION NO. 25-041, APPROVING AMENDMENT NO. 2 TO SUBAWARD AGREEMENT 242509 BETWEEN THE CITY OF SOUTH EL MONTE AND COUNTY OF LOS ANGELES FOR ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: Amendment No. 2 to Subaward Agreement ENP242509 ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County, through the baseline Net County Cost (NCC) and One-Time-Only (OTO) funding for Congregate and Home-Delivered Meals Services for Fiscal Year ("FY") 2024-2025.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No 25-041, approving Amendment No. 2 to Subaward Agreement ENP 242509, between the City and County; and
2. Authorize the City Manager or designee to execute Amendment No. 2.

FISCAL/FINANCIAL IMPACT: The original baseline funding allocated to the City for Elderly Nutrition Program ("ENP") services was \$336,000.00 for FY 2024-2025. With the approval of Amendment No. 1, the City received additional funding of \$91,600.00 from the Modernizing Older Californians Act (MOCA), increasing the City's total to \$427,600.00. Amendment No.2 to the Agreement will provide another round of additional funding in an amount not-to-exceed \$70,700.00 from NCC and OTO funding, distributing \$58,200.00 for CI-congregate meals and \$12,500.00 for C2-home-delivered meals. The City's total subaward funding amount for FY 2024-25 will be \$498,300.00.

DISCUSSION: The City has provided lunch meals for seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively "Programs") for more than 30 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers

meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the programs do not require participants to pay for meals, a suggested donation ranging between \$1.75 – \$3.00 per meal is appreciated.

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

On May 28, 2024, the City Council approved Resolution No. 24-11, approving an Agreement between the City and the County for ENP services. The Agreement provided the City baseline funding in the amount of \$336,000.00 for FY 24-25.

On September 24, 2024, the City Council approved Amendment No.1 to the Agreement providing additional grant funding in the amount of \$91,600.00 for the ENP services. The additional funding source, MOCA, allocates \$85,300.00 for C1-congregate meals and \$6,300.00 for C2-home-delivered meals for a total amount of \$427,600.00 for FY 2024-25.

Amendment No.2 to the Agreement will provide another round of additional grant funding in an amount not-to-exceed \$70,700.00 from NCC and OTO funding, distributing \$58,200.00 for C1-congregate meals and \$12,500.00 for C2-home-delivered meals. The City's total Subaward funding amount for FY 2024-25 will be \$498,300.00.

ATTACHMENT(S):

- A. Resolution No. 25-041
- B. ENP Amendment No. 2
- C. FY 2024-25 ENP Allocation Letter
- D. Subaward No. ENP242509

ATTACHMENT A

RESOLUTION NO. 25-041

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT FOR ELDERLY NUTRITION PROGRAM SERVICES

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

WHEREAS, on September 24, 2024, the City and County approved Amendment No.1 to the Agreement to allocate supplemental Modernizing Older Californians Act (“MOCA”) funding in the amount of \$91,600.00, in addition to baseline funding, increasing the total funding amount from \$336,000.00 to \$427,600.00 for the ENP during Fiscal Year (“FY”) 2024-2025; and

WHEREAS, the City Council now desires to approve Amendment No. 2 to the Agreement to: (1) allocate supplemental funding in the amount of \$70,700.00, to increase the baseline funding from \$427,00.00 to \$498,300.00 for the ENP, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2024-2025; (2) provide for the changes set forth on Amendment No. 2, which is attached to the report accompanying this Resolution as Attachment B.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager or his designee to execute Amendment No. 2 in substantially the form attached as Attachment B to the May 6, 2025, staff report accompanying this Resolution, subject to the City Attorney’s office approval as to form. The City Council further directs the City Manager to take all actions necessary to effectuate Amendment No.2.

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

PASSED, APPROVED AND ADOPTED this 6th day of May 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, City Clerk

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

I, Adrian Gracia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-041, 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 6th day of May 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, City Clerk

ATTACHMENT B

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

AMENDMENT TWO

This Amendment is made and entered into by and between

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

("County" or "AD")

County's Business Address

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

and

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

Subrecipient's Business Address

1415 North Santa Anita Avenue
South El Monte

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

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

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

WHEREAS, it is the intent of the parties to amend this Subaward to allocate additional baseline (Net County Cost (NCC)) funding in the amount of **\$25,200**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year (FY) 2024-25; and,

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate additional baseline (Net County Cost (NCC)) funding in the amount of **\$8,500**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during Fiscal FY 2024-25; and

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate Older Americans Act (OAA) Title III-C1 (Nutrition Services) One-Time-Only (OTO) funding in the amount of **\$33,000**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during FY 2024-25; and,

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate OAA Title III-C2 (Nutrition Services) OTO funding in the amount of **\$4,000**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during FY 2024-25; and,

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

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment will commence **upon execution by all parties**.
- II. Subparagraph 5.1.3 is deleted and replaced as follows:

5.1.3 Subaward Sum Year 1 Funding Source(s)

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

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

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

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2024 -June 30, 2025
(consistent with California Department of Aging MOU number AAA-2425-19)

- 5.1.3.2.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.3 Older Americans Act (Title III C-1 (Nutrition Services) original baseline funds
 - 5.1.3.3.1 Subaward Sum: **\$312,100**
 - 5.1.3.3.2 Service Area: Supervisorial District 1
 - 5.1.3.3.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging MOU number AAA-2425-19)
 - 5.1.3.3.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.4 Older Americans Act (Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.3.4.1 Subaward Sum: **\$22,900**
 - 5.1.3.4.2 Service Area: Supervisorial District 2
 - 5.1.3.4.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging MOU number AAA-2425-19)
 - 5.1.3.4.4 Allocation Letter: Fiscal Year 2024-25 Original Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.5 MOCA funds for ENP Congregate Meal Services
 - 5.1.3.5.1 Subaward Sum: **\$85,300**
 - 5.1.3.5.2 Service Area: Supervisorial District 1
 - 5.1.3.5.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging contract number NM-2324-19)
 - 5.1.3.5.4 Allocation Letter: Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

- 5.1.3.6 MOCA funds for ENP Home-Delivered Meal Services
 - 5.1.3.6.1 Subaward Sum: **\$6,300**
 - 5.1.3.6.2 Service Area: Supervisorial District 1
 - 5.1.3.6.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging contract number NM-2324-19)
 - 5.1.3.6.4 Allocation Letter: Fiscal Year 2024-25 Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.7 Additional baseline (NCC) funds for ENP Congregate Meal Services
 - 5.1.3.7.1 Subaward Sum: **\$25,200**
 - 5.1.3.7.2 Service Area: Supervisorial District 1
 - 5.1.3.7.3 Period of Performance: July 1, 2024 – June 30, 2025
 - 5.1.3.7.4 Allocation Letter: Fiscal Year 2024-25 Additional Baseline and One-Time-Only Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.8 Additional baseline (NCC) funds for ENP Home-Delivered Meal Services
 - 5.1.3.8.1 Subaward Sum: **\$8,500**
 - 5.1.3.8.2 Service Area: Supervisorial District 1
 - 5.1.3.8.3 Period of Performance: July 1, 2024 – June 30, 2025
 - 5.1.3.8.4 Allocation Letter: Fiscal Year 2024-25 Additional Baseline and One-Time-Only Funding Allocation for Elderly Nutrition Program Services
- 5.1.3.9 OAA Title III C-1 (Nutrition Services) OTO funds
 - 5.1.3.9.1 Subaward Sum: **\$33,000**
 - 5.1.3.9.2 Service Area: Supervisorial District 1
 - 5.1.3.9.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging MOU number AAA-2425-19)

5.1.3.9.4 Allocation Letter: Fiscal Year 2024-25 Additional Baseline and One-Time-Only Funding Allocation for Elderly Nutrition Program Services

5.1.3.10 OAA Title III C-2 (Nutrition Services) OTO funds

5.1.3.10.1 Subaward Sum: **\$4,000**

5.1.3.10.2 Service Area: Supervisorial District 1

5.1.3.10.3 Period of Performance: July 1, 2024 – June 30, 2025 (consistent with California Department of Aging MOU number AAA-2425-19)

5.1.3.10.4 Allocation Letter: Fiscal Year 2024-25 Additional Baseline and One-Time-Only Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.5.4.1 is deleted in its entirety and replaced as follows:

5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Monthly invoices must also include any amounts related to matching funds and program income, if applicable. Upon direction of County, Subrecipient must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS which may include the Contract Management System (CMS) – Subrecipient's Gateway or via other ITS identified by County. Subrecipient must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient must submit an invoice for Services provided in October by November 10th for reimbursement). In instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.1.1 Subrecipient must submit the final, year-end invoice to County no later than the 3rd calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year, unless otherwise instructed by County. In instances, when the 3rd calendar

day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

- 5.5.4.1.2 Subrecipient must report all final costs incurred under this Subaward. If applicable, Subrecipient must also include any matching funds and program income in the final year-end invoice.

IV. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Contract: \$336,000

5.10.7.2 Amendment One: \$91,600 (*State MOCA funds*)

5.10.7.3 Amendment Two: \$70,700

5.10.7.3.1 Additional baseline (NCC) funds: \$33,700

5.10.7.3.2 OTO funds: \$37,000

V. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):

5.10.8.1 Subaward Sum Year 1: \$373,000 (*funds identified in Subparagraphs 5.10.7.2 and 5.10.7.3.1 are excluded*)

VI. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$373,000 (*funds identified in Subparagraphs 5.10.7.2 and 5.10.3.1 are excluded*)

VII. Subparagraph 9.21.2.1 is deleted in its entirety and replaced as follows:

9.21.2.1 The final year-end invoice will serve as the closeout; however if necessary, the County may impose a closeout process that occurs after the final year-end invoice submission. The closeout will take place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are

- VIII. “Exhibit B1 (Budget) Amendment 2 {FY 2024-25 Additional Baseline and OTO Funding}” is added, is an addendum to "Exhibit B1 (Budget)" and is incorporated herein by reference.
- IX. “Exhibit B2 (Budget) Amendment 2 {FY 2024-25 Additional Baseline and OTO Funding}” is added, is an addendum to "Exhibit B2 (Budget)" and is incorporated herein by reference.
- X. “Exhibit C1 (Mandated Program Services) Amendment 2 {FY 2024-25 Additional Baseline and OTO Funding}” is added, is an addendum to "Exhibit C1 (Mandated Program Service)" and is incorporated herein by reference.
- XI. “Exhibit C2 (Mandated Program Services) Amendment 2 {FY 2024-25 Additional Baseline and OTO Funding}” is added, is an addendum to "Exhibit C2 (Mandated Program Service)" and is incorporated herein by reference.
- XII. The "Fiscal Year 2024-25 Additional Baseline and One-Time-Only Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

[illegible]

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

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP242509
Subaward Number

By _____ Date _____
Name of Authorized Representative

Title

Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By 
Airionna Whitaker
Deputy County Counsel

By _____ Date _____
Name of Authorized Representative

Title

Signature



BOARD OF SUPERVISORS

Hilda L. Solis

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

March 27, 2025

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

EXECUTIVE LEADERSHIP

Dr. Laura Trejo

Director

Lorenza C. Sánchez

Chief Deputy Director

Mike Tsao

Administrative Deputy II

Anna Avdalyan

Assistant Director

Dr. Solomon Shibeshi

Assistant Director

Victoria Jump

Assistant Director

Ivan Pacheco

Chief Information Officer

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100

Los Angeles, CA 90020

ad.lacounty.gov

info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199

FISCAL YEAR 2024-25 ADDITIONAL BASELINE AND ONE-TIME-ONLY FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Salas:

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

- Purpose: Subrecipient will utilize additional baseline (Net County Cost (NCC)) funding and One-Time-Only (OTO) funding to provide additional defined and contracted ENP Congregate Meal Services and Home-Delivered Meal Services during Fiscal Year (FY) 2024-25.
- Contract Number: ENP242509
- Amendment Number: Two
- Term: July 1, 2024 through June 30, 2025
- Total Funding Allocation: \$70,700
 - Additional baseline (NCC) funds: \$33,700
 - OTO funds: \$37,000
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2024 – June 30, 2025
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:



FY 2024-25 Additional Baseline and OTO Funding Allocation
Elderly Nutrition Program
City of South El Monte
Page 2

Funding Source	Service Category	Unit Rate	NSIP Rate	Total Unit Rate	Allocation Amount			Total
					Original Baseline	Additional Baseline (NCC)	OTO	Allocation Amount
OAA Title III-C1	American Meals	\$7.21	\$0.71	\$7.92	\$312,100	\$25,200	\$33,000	\$370,300 ¹
	Grab & Go C-1	\$7.21	\$0.71	\$7.92				
OAA Title III-C2	Hot Meals	\$7.36	\$0.71	\$8.07	\$22,900	\$8,500	\$4,000	\$35,400 ²
	Frozen Meals	\$6.68	\$0.71	\$7.39				
	Emergency Meals	\$8.99	\$0.71	\$9.70				
	Grab & Go C-2	\$7.36	\$0.71	\$8.07				
Additional Baseline and OTO Funding								\$70,700
MOCA Funding (Refer to FY 2024-25 MOCA Funding Allocation Letter)								\$91,600
Baseline Funding (Refer to FY 2024-25 Baseline and CDA ARPA Funding Allocation Letter)								\$336,000
Subaward Sum Year 1 (SSY1) (Additional Baseline, OTO, MOCA, and Baseline Funding)								\$498,300

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

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

Thank you.

Mike Tsao

Mike Tsao, Administrative Deputy II
Contracts Management Division



SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

AGING AND DISABILITIES DEPARTMENT

AND

CITY OF SOUTH EL MONTE

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP242509

SUBAWARD PERIOD JULY 2024 – JUNE 2025

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RECITALS

This agreement for services ("Subaward" or "Contract") made and entered into on **July 1, 2024** ("Execution Date") by and between the **parties identified below**:

**County of Los Angeles through its
Aging and Disabilities Department**
("County")

County's Business Address:
**510 South Vermont Avenue
Los Angeles, CA 90020**

and

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

Subrecipient's Business Address:
**1415 North Santa Anita Avenue
South El Monte, CA 91733**

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County and Subrecipient agree to engage contractually whereby Subrecipient will provide ENP Services as specified in Exhibit A (Statement of Work and Attachments) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

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

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient will establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and,

WHEREAS, on **May 7, 2024**, the Los Angeles County Board of Supervisors (Board) authorized the Director of County of Los Angeles Aging and Disabilities Department ("County's Director") or their designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B1, B2, B3, C1, C2, C3, D, E, F1, G, I, J, K, L, M, N, O, P, Q, R, S, T, and V are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward will be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Intentionally Omitted
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda will mean such laws, rules, regulations, ordinances, guidelines, directives, and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: [Aging & Disabilities Department website \(lacounty.gov\)](https://lacounty.gov).
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, will be in writing, and will be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:
 - 1.6.1 Exhibit A (Statement of Work and Attachments)

- 1.6.2 Exhibit B1 (Budget)
- 1.6.3 Exhibit B2 (Budget)
- 1.6.4 Exhibit B3 (Budget)
- 1.6.5 Exhibit C1 (Mandated Program Services)
- 1.6.6 Exhibit C2 (Mandated Program Services)
- 1.6.7 Exhibit C3 (Mandated Program Services)
- 1.6.8 Exhibit D (County's Administration)
- 1.6.9 Exhibit E (Subrecipient's Administration)
- 1.6.10 Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement)
- 1.6.11 Exhibit G (Safely Surrendered Baby Law)
- 1.6.12 Exhibit H (Intentionally Omitted)
- 1.6.13 Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- 1.6.14 Exhibit J (Charitable Contributions Certification)
- 1.6.15 Exhibit K (Information Security and Privacy Requirements)
- 1.6.16 Exhibit L (California Civil Rights Laws Certification)
- 1.6.17 Exhibit M (FEMA Provisions)
- 1.6.18 Exhibit N (Criteria and Standards for Letters of Credit and Certificates)
- 1.6.19 Exhibit O (Subrecipient's Compliance with Encryption Requirements)
- 1.6.20 Exhibit P (Definitions)
- 1.6.21 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.22 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.23 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.24 Exhibit T (List of Lower Tier Subawards)
- 1.6.25 Exhibit U (Intentionally Omitted)
- 1.6.26 Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

- 1.7 In addition to the terms and conditions listed herein, Subrecipient must comply with the State's terms and conditions and must obtain the most current version of the CDA contract and any amendments thereto which are available online at: [Contracts Download Page | California Department of Aging - State of California](#)
- 1.8 All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and will form a part of this Subaward. Subrecipient must comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions must be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 Federal and County Terms

- 2.2.1 In compliance with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., the following terms will be used to refer to this Agreement:

2.2.1.1 **Subaward:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and City of South El Monte for Elderly Nutrition Program Subaward Number ENP242509 Subaward Period July 1, 2024 – June 30, 2025;

2.2.1.2 **Subrecipient:** The party to this Agreement who is identified as South El Monte

2.2.1.3 **Lower Tier Subaward:** A third-party agreement; and

2.2.1.4 **Lower Tier Subrecipient:** A third-party

- 2.2.2 In compliance with County of Los Angeles statutes and Board mandates, the following terms also may be used to refer to this Agreement in certain instances:

2.2.2.1 **Contract:** Subaward By and Between County of Los Angeles Aging and Disabilities Department and South El Monte for Elderly Nutrition Program Subaward Number ENP242509 Subaward Period July 1, 2024 – June 30, 2025;

2.2.2.2 **Contractor:** The party to this Agreement who is identified as South El Monte

2.2.2.3 **Subcontract:** A third-party agreement

2.2.2.4 **Subcontractor:** A third-party

2.2.3 In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward, and Lower Tier Subrecipient are used, then these will have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 **WORK**

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient must fully perform, complete, and deliver on time, all tasks, deliverables, Services, and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same will be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient will have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient must comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.
- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient must provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary); Budget exhibit(s); and Mandated Program Services exhibit(s).
- 3.6 At County's request, Subrecipient must complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents must be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.
- 3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient must adhere to the Performance Requirements, Standards and the

corresponding Acceptable Quality Level identified in Exhibit A (Statement Work and Attachments), Attachment 2 (Performance Requirements Summary).

- 3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).
- 3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward will conform to accepted professional standards.

4.0 TERM OF SUBAWARD

- 4.1 The term of this Subaward will be one (1) year commencing on July 1, 2024, upon execution by the parties, and will continue through June 30, 2025, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).
- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, The County will have the sole option to extend this Subaward term for up to three (3) additional one (1) year periods for a maximum total Subaward term of four (4) years. Each such extension option may be exercised at the sole discretion of County's Director or their designee as authorized by the Board.
- 4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.
- 4.4 Subrecipient must notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address herein provided in Exhibit D (County's Administration).

5.0 SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

- 5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) will remain firm and fixed throughout the entire term of such Fiscal Year

or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual, and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County will reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work and Attachments), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County will remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient must track Subaward Sums and contributions. Subrecipient must provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.1.2 Funding Allocations

5.1.2.1 During the term of this Subaward, Subrecipient will receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **\$336,000** ("Subaward Sum Year 1") and the year-to-date funding allocation is **\$336,000** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **\$336,000** ("Subaward Sum Year 2"); **\$336,000** ("Subaward Sum Year 3"); and, **\$336,000** ("Subaward Sum Year 4"). If County exercises all renewal options under this Subaward, the Maximum Subaward Sum is projected to be **\$1,344,000**.

5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of

performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.1.3 Subaward Sum Year 1 Funding Source(s)

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

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

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

5.1.3.2.2 Service Area: Supervisorial District 1

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

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

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

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

5.1.3.3.2 Service Area: Supervisorial District 1

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

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

5.1.3.4 Older Americans Act (Title III C-2 (Nutrition Services) original baseline funds

5.1.3.4.1 Subaward Sum: **\$22,900**

5.1.3.4.2 Service Area: Supervisorial District 1

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

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

5.2 **WRITTEN APPROVAL FOR REIMBURSEMENT**

5.2.1 Subrecipient will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with County's express prior written approval.

5.3 **NOTIFICATION OF 75% OF SUBAWARD SUM**

5.3.1 Subrecipient must maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. Upon occurrence of this event, Subrecipient must send written notification to County's Contract Manager at the address provided in Exhibit D (County's Administration).

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

5.4.1 Subrecipient will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient must immediately notify County's Contract Manager and must immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward will not constitute a waiver of County's right to recover such payment from Subrecipient.

5.5 **INVOICES AND PAYMENTS**

5.5.1 Subrecipient must invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. Subrecipient must prepare invoices, which will include the charges owed to Subrecipient by County under the terms of this Subaward.

Each invoice must be based on actual expenditures and Subrecipient will not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient will not submit an invoice based on 1/12th of the Subaward Sum allocated for the Fiscal Year under this Subaward).

5.5.2 Subrecipient's invoices must be priced in accordance with the information provided in Budget exhibits for the Fiscal Year (or Program Year) identified therein. Subrecipient will be paid only for the tasks, deliverables, goods, Services, budgeted items, and other work approved in writing by County. If County does not approve the Work in writing, no payment will be due to Subrecipient for that Work.

5.5.3 **Intentionally Omitted**

5.5.4 **Submission of Invoices**

5.5.4.1 Subrecipient must prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient must provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS which may include the Contract Management System (CMS) – Subrecipient's Gateway or via other ITS identified by County. Subrecipient must submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient must submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient must also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday, or Los Angeles County holiday), Subrecipient must submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.5.4.2 Subrecipient must submit an invoice for each month of Service as directed above and invoices must be submitted in

chronological order (e.g., July, August, September, etc.). For example, Subrecipient must not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient must prepare an invoice as directed by County so that the invoice reflects zero dollars (\$0) expenditures. Subrecipient must submit the invoice according to the procedures outlined herein and as further directed by County.

5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient must reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient must return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient must immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient must immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.5.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.5.4.5 Subrecipient must submit a complete, accurate, verifiable, and timely invoice for each month of Service as directed

above. Subrecipient must also submit a complete, accurate, verifiable, and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

5.5.5 County Approval of Invoices

5.5.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event will County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.6 Payments to Subrecipient

5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work and Attachments) and any amendments, addendums, or modifications thereto. Such payment will not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has

no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.5.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.5.6, an undisputed invoice will mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient must promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.5.6.3 All payments for Services provided under the terms of this Subaward will be made to Subrecipient using Subrecipient's legal name and taxpayer identification number. Subrecipient will not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.5.6.4 **Past Due Invoice**

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered will constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County will have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.5.6.5 **Method of Compensation Adjustment**

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion,

has the option of altering the monthly method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

- 5.5.6.5.2 In no event will County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.5.7 Subaward-Related Documents

- 5.5.7.1 Subrecipient must complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents must include, but are not limited to, the documents outlined in Subparagraph 9.20 (Subaward Document Deliverables), Subparagraph 9.21 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work and Attachments), Attachment 7 (Site Summary) and Attachment 8 (Route Summary); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit E (Subrecipient's Administration); Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit J (Charitable Contributions Certification); Exhibit L (California Civil Rights Laws Certification); Exhibit M (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); Exhibit O (Subrecipient's Compliance with Encryption Requirements); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (List of Lower Tier

Subawards); and Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program).

5.5.8 Preference Program Enterprise– Prompt Payment

5.5.8.1 Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 UNIT RATE ADJUSTMENTS

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a unit rate increase for the following Fiscal Year, where such increase(s) must only be based on the occurrence of any of the following and must include the information noted herein.

5.6.1.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit; and any other relevant information that will facilitate County's review.

5.6.1.2 Increase in fuel costs (Home-Delivered Meals Services only); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost; number of miles; increased cost per mile; and any other relevant information that will facilitate County's review.

5.6.1.3 Increase in wages (e.g., minimum wage); the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and any other relevant information that will facilitate County's review.

5.6.2 Subrecipient's request must be provided in writing and must include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient must be able to provide supporting documentation to substantiate any request for a unit rate increase. The written request must be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the unit rate(s) adjustment is expected to take effect.

5.6.3 County has the sole discretion to approve or reject Subrecipient's request.

5.6.3.1 All such requests must not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.

5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Subrecipient's unit rate(s) exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County will provide Subrecipient written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

5.7.1 Subaward Sums may only be used for the purposes set forth herein and must be consistent with the statutory authority for the Program.

5.7.2 Expenditures made by Subrecipient in the operation of this Subaward must be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient must comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and must adhere to the strict administrative and fiscal standards described therein. Subrecipient will be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at [eCFR :: 45 CFR Part 75 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards](#) and [eCFR :: Title 2 of the CFR -- Grants and Agreements](#). Subrecipient must also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 Limitations on Subaward Sums

5.7.3.1 Subrecipient will not be paid for any Subaward expenditures that exceed the Subaward Sum allocated for any Fiscal Year under this Subaward. County has no obligation, whatsoever, to pay for any expenditures that exceed this Subaward Sum. Any expenditures that exceed such Subaward Sum will become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient must only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and

Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 Prohibitions on Subaward Sums

- 5.7.4.1 Subrecipient must comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan, or cooperative agreement. Subrecipient must also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and must provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.
- 5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward will be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.
- 5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County, or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.
- 5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.
- 5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.
- 5.7.4.6 Subrecipient and any approved Lower Tier Subrecipient(s) must comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

- 5.8.1 Subrecipient must immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts must be kept on file at Subrecipient's offices

and must be provided to County upon request. Subrecipient must also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

- 5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

5.9 JOINT FUNDING REVENUES

- 5.9.1 Funds made available under this Subaward will supplement and not supplant any other Federal, State, or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient must complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient must submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 FEDERAL AWARD INFORMATION

- 5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including, but not limited to, the following: Federal Award Identification Number (FAIN), Assistance Listings Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and any approved Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient must provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.
- 5.10.2 Subrecipient Name: South El Monte
- 5.10.3 Subrecipient's UEI Number: J84DTEUPPQFP
- 5.10.4 Federal Award Identification Number (FAIN): 2401CAOASS-01; 2401CAOACM-01; 2401CAOAHF-01; and 2401CAOANS-01
- 5.10.5 Federal Award Date: July 1, 2024

- 5.10.6 Subaward Period of Performance Start and End Date: July 1, 2024 – June 30, 2025
- 5.10.7 Amount of Federal Funds Obligated by this Action: \$336,000
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$336,000
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$336,000
- 5.10.10 Federal Award Project Description: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L; NSIP C1 NC1L; Federal Title IIIC2 3C2L; and, NSIP C2 NC2L
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and County. Refer to Exhibit D (County's Administration) for County contact information.
- 5.10.12 Assistance Listings Numbers and Titles: 93.044 – Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers); 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services); and 93.053 Nutrition Services Incentive Program
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 **SUBRECIPIENT INDIRECT COSTS**

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III C-1 Program Services and ten percent (10%) of Subrecipient's modified total direct costs for Title III C-2 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Subrecipient must ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient must maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 5.11.3 Subrecipient must not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes

of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

- 5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].
- 5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards) which is available on-line at [Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf \(lacounty.gov\)](#).

5.12 MATCH CONTRIBUTION

- 5.12.1 Subrecipient must provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution must be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).
- 5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.3 The required match contribution for OAA Title III C-2 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.4 The required match contribution for OAA Title III B is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.5 **Forms of Match Contributions**

5.12.5.1 Match Cash Contribution

5.12.5.1.1 A match cash contribution is a monetary donation which is provided by Subrecipient (such as general funds), non-Federal third parties (such as partner organizations) and/or non-Federal grants and is given to Subrecipient to accomplish the goals of the Program Services.

5.12.5.2 Match In-Kind Contribution

5.12.5.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space, equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

5.12.5.3 Determination of In-Kind Volunteer Services

5.12.5.3.1 Volunteer services may be used to meet the match contribution requirement and must be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match must not exceed more than fifty percent (50%) of the required match contribution.

5.12.5.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services must be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent must be determined by

using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

5.13 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/Subaward (that is, "Contract") with County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.13.2 Subrecipient (that is, "Contractor") must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.13.4 At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit D (County's Administration). County will notify Subrecipient in writing of any change as they occur. Said changes do not require an amendment to this Subaward.

6.2 COUNTY'S CONTRACT MANAGER

- 6.2.1 The role of County's Contract Manager or their designee may include:
- 6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.

- 6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event will Subrecipient's obligation to fully satisfy all the requirements of this Subaward be relieved, excused or limited thereby.
- 6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).
- 6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 **COUNTY'S PROGRAM MANAGER**

- 6.3.1 The role of County's Program Manager or their designee may include:
 - 6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
- 6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

6.4 **COUNTY'S COMPLIANCE MANAGER**

- 6.4.1 The role of County's Compliance Manager or their designee may include:
 - 6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.
 - 6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event will Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.
 - 6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 **COUNTY'S CONTRACT ANALYST**

- 6.5.1 The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Subaward. County's Contract Analyst reports to County's Contract Manager.

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

- 7.1.1 A listing of all Subrecipient's Administration referenced in the following Subparagraphs is designated in Exhibit E (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any changes as they occur. Said changes do not require an amendment to this Subaward.

7.2 SUBRECIPIENT'S PROJECT MANAGER

- 7.2.1 Subrecipient's Project Manager is designated in Exhibit E (Subrecipient's Administration). Subrecipient must notify County's Contract Manager in writing of any change to Exhibit E (Subrecipient's Administration), as they occur.
- 7.2.2 Subrecipient's Project Manager will be responsible for Subrecipient's day-to-day activities as related to this Subaward and will meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.
- 7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work and Attachments).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

- 7.3.1 County has the absolute right to approve or disapprove all Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient must provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

- 7.4.1 Subrecipient will provide, at Subrecipient's expense, all staff providing Services under this Subaward with a photo identification badge ("badge"). The badge must be developed in accordance with County's specifications. Subrecipient must obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.
- 7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, must prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a

County facility if Subrecipient's staff does not have the photo identification badge on their person and Subrecipient's staff must immediately comply with such request.

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

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient must retrieve and immediately destroy staff's badge at the time the staff is removed from working on this Subaward.

7.5 **BACKGROUND AND SECURITY INVESTIGATIONS**

7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation must be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but must not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
 - 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient must comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward will be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient must inform its staff, including all current and prospective employees, independent contractors, volunteers, or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient must maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.6 Subrecipient must immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer, or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient must not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance

offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 will not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.5.8 These terms will also apply to lower tier subrecipients of County subrecipients.

7.6 **CONFIDENTIALITY**

7.6.1 Subrecipient must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph, Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 must be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Subrecipient must inform all its officers, employees, agents, and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

7.6.4 Subrecipient must sign and adhere to the provisions of Exhibit F1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

- 7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all Protected Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information will remain in force until superseded by laws, regulations, or policies.
- 7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient must protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.
- 7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient must not use PSCI for any purpose other than carrying out Subrecipient's obligations under this Subaward. PSCI must include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as fingerprint, voice print or a photograph.
- 7.6.5.4 Subrecipient and any approved Lower Tier Subrecipient must not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient must forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.
- 7.6.5.5 Subrecipient and any approved Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but must not request or encourage Client to give a blanket authorization or sign a blank release, nor will Subrecipient accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.2 County's Board, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board or Chief Executive Officer. To implement such changes, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.3 County's Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time will not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward must be prepared by County and executed by Authorized Representative and by County's Director or their designee.

8.1.4 The following events will also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and will immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated, or the Program is modified for any reason (such that funding is reduced, or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 Change Notice

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a

Change Notice Program memorandum or an administrative directive which will all have the same effect as an Amendment. Such Change Notice will be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice will be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient must adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 Subrecipient (that is, "Contractor") must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Subaward (that is, "Contract"), whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Subparagraph 8.2, County consent will require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work and Attachments). In the event the Authorized Representative is not available during these specified days and times, they must ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee must have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative must further ensure that they can be contacted by their designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work and Attachments).

8.3.3 Board of Directors' Resolution

8.3.3.1 Subrecipient must submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence must adhere to the following requirements outlined in this Subparagraph 8.3.3.

8.3.3.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient must submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient must submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization must contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized

Representative and any designee must be specified in Exhibit E (Subrecipient's Administration)); and approve and accept Subaward Sums. In the event there is a change in Authorized Representative, Subrecipient must provide County a revised resolution, order, motion, or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

8.4 BUDGET REDUCTIONS

- 8.4.1 In the event that County's Board adopts, in any Fiscal Year or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward will also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient must continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

- 8.5.1 Subrecipient must develop and maintain operating procedures for receiving, investigating, and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient must provide County's Program Manager with Subrecipient's procedures for receiving, investigating, and responding to Client complaints.
- 8.5.2 County will review Subrecipient's procedures and provide Subrecipient with approval of said procedures or with requested changes.
- 8.5.3 If County requests changes in Subrecipient's procedures, Subrecipient must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's procedures, Subrecipient must submit proposed changes to County's Program Manager for approval before implementation.
- 8.5.5 Subrecipient must preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to County's Program Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Subrecipient must provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient must ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Subrecipient must provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance will be final and irrevocable.
- 8.5.10 At a minimum, Subrecipient must incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 In the performance of this Subaward, Subrecipient must comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient must also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
- 8.6.2 Subrecipient must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 will be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and

expenses incurred by County in doing so. Subrecipient will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies, and procedures of the Federal, State and County authorities, as applicable.
- 8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it will comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient must pay all Federal and State payroll taxes; and Subrecipient must make all tax deposits required by Federal and State laws within the time limits required.
- 8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements, or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit, and evaluation requirements will be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Additionally, Subrecipient certifies to County:

8.7.1.1 Subrecipient has a written policy statement prohibiting discrimination in all phases of employment.

8.7.1.2 Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.

8.7.1.3 Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.

8.7.1.4 Where problem areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient must not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars (\$100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

8.7.3 Subrecipient must ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960), and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified

in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its employees will receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this subparagraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor will also be subject to the provisions of this subparagraph. The provisions of this subparagraph will be inserted into any such Lower Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County's Contract Manager if Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this subparagraph of the Subaward may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder will in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Subrecipient must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph will be a material breach of this Subaward.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

- 8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor will give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

- 8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this Subaward (that is, "Contract"). It is County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

- 8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance [Chapter 2.202 of the County Code](#), if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 Non-responsible Contractor

- 8.12.3.1 County may debar Subrecipient (that is, "Contractor") if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a

bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

8.12.5.1 These terms will also apply to Lower Tier Subrecipients (that is, "Subcontractors") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally funded contracts. Failure of Contractor to

comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage any approved Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed

in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Subrecipient will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs must be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Subrecipient by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient must obtain from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Subrecipient must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Subrecipient must indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATION

- 8.18.1 This Subaward may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Subaward. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 8.18.2 County and Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Subaward.

8.19 FAIR LABOR STANDARDS

- 8.19.1 Subrecipient must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient will not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.
- 8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

- 8.21.1 This Subaward will be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the

exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Subrecipient will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.
- 8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.
- 8.22.4 Subrecipient must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

- 8.23.1 Subrecipient must indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

- 8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types, and

limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, must be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates must be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Subrecipient identified as the contracting party in this Subaward. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Aging and Disabilities Department
Contracts Management Division
Attention: County's Contract Manager

510 South Vermont Avenue
Los Angeles, CA 90020

8.24.2.6 Subrecipient also must promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also must promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any approved Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

8.24.3.1 The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status will apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

8.24.4.1 Subrecipient must provide County with, or Subrecipient's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 Failure to Maintain Insurance

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Subaward, upon which County immediately may withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 Insurer Financial Ratings

8.24.6.1 Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Subrecipient's Insurance Must Be Primary

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, must be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Subrecipient coverage.

8.24.8 Waivers of Subrogation

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements

8.24.9.1 Subrecipient must include all Lower Tier Subrecipients as insureds under Subrecipient's own policies or must provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient will be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein and must require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient must obtain County's prior review and approval of any Lower Tier

Subrecipient request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

8.24.10.1 Subrecipient's policies will not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Subaward. Subrecipient understands and agrees it will maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

8.24.13.1 All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

- 8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

- 8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability

- 8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

- 8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Subrecipient will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Sexual Misconduct Liability

- 8.25.4.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature.
- 8.25.5 **Intentionally Omitted**
- 8.25.6 **Property Coverage**
 - 8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents must be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.
- 8.25.7 **Intentionally Omitted**
- 8.25.8 **Intentionally Omitted**
- 8.25.9 **Cyber Insurance Liability**
 - 8.25.9.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars (\$3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full

performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Director, or their designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If County's Director, or their designee determines that there are deficiencies in the performance of this Subaward that County's Director, or their designee deems are correctable by Subrecipient over a certain time span, County's Director, or their designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Director, or their designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 Remedies for Non-Performance of Subaward

8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction will be one hundred dollars (\$100) or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary). Subrecipient will be liable to County for liquidated damages in said amount and this amount will be deducted from County's payment to Subrecipient.

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be

County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.

- 8.26.4 The action noted in Subparagraph 8.26.3 will not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.
- 8.26.5 This Subparagraph must not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or Subparagraph 8.26.3, and must not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary) or assessing actual costs of the damage.

8.27 **MOST FAVORED PUBLIC ENTITY**

- 8.27.1 If Subrecipient's prices decline or should Subrecipient at any time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices must be immediately extended to County.

8.28 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to County each of the following:
 - 8.28.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2 Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3 Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- 8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with any approved Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.
- 8.28.6 Contractor will allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

8.29.1 Nothing herein is intended nor will be construed as creating any exclusive arrangement with Subrecipient. This Subaward will not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

8.31.1 Subrecipient must bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Director, or their designee will resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient must notify its employees, and will require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") must notify and provide to its employees, and will require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Subaward must be in writing and will be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in Exhibit D (County's Administration) and Exhibit E (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or their designee will have the authority to issue all notices or demands required or permitted by County under this Subaward.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#), and which are marked "trade secret", "confidential" or "proprietary". County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

8.37.1 Subrecipient must not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County will not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:

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

8.37.1.2 During the term of this Subaward, Subrecipient will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager.

8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 will apply.

8.37.3 Subrecipient will not use or display the official seal of County of Los Angeles or the logo of Aging and Disabilities Department on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Board.

8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT

8.38.1 Record Retention Requirements

8.38.1.1 Subrecipient must maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient must also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient must further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient must ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient must adhere to the requirements of the authorized retention period, which will be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as

County deems necessary (which will be communicated to Subrecipient in writing).

8.38.1.3 All such material must be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient must pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient must dispose of, shred, or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient must obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient must notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction must be provided to County's Contract Manager upon County's request.

8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), must have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward must not be limited to the authorized retention period but must last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient must preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient must ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient

must maintain all records relative to such action and must make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

- 8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

- 8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Director and their authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.1.1 Subrecipient acknowledges County is required to verify directly with clients that they have received the Services specified in this Agreement and billed by Subrecipient to County. Subrecipient must provide all client contact information upon request.

8.38.3.1.2 Failure to provide client verification or other information as requested by County, or its representatives, will be considered noncompliance. Noncompliance penalties include sanctioning, which may consist of suspension, withholding of invoice payments and/or disallowed costs, and all other rights County reserves in noncompliance situations as established in this Agreement, up to and including termination.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which will be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State, and local laws.

8.38.3.3 Subrecipient must be responsible for monitoring the activities of any approved Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient must conduct on-site fiscal and program monitoring reviews which must be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient must ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty

thousand dollars (\$750,000) or more in a year in Federal awards, including pass-through awards, must obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient must ensure that such audit will be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient must submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter must be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient must obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient must submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

- 8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient must make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient must comply with the review and audit requirements which must be identified in writing by County and/or its duly authorized representatives.
- 8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient must file a copy of such audit report with County's Compliance Manager

within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference will be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference will be paid to Subrecipient by County by cash payment, provided that in no event will County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 Failure to Comply with Requirements

- 8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 will constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

8.39 RECYCLED BOND PAPER

- 8.39.1 Consistent with the Board policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Subrecipient agrees to use recycled-content paper to the maximum extent possible on this Subaward.

8.40 LOWER TIER SUBAWARD

- 8.40.1 Subrecipient will not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County will be deemed a material breach of this Subaward. Subrecipient must provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and must allow County up to sixty (60) days to complete its review process. As such, Subrecipient must ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier

Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient must factor up to sixty (60) days into its timeline to account for County's review process).

- 8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient must complete Exhibit T (List of Lower Tier Subawards) and at County's request must promptly provide the following information either on or along with Exhibit T (List of Lower Tier Subawards):
 - 8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.
 - 8.40.2.2 A draft copy of the proposed Lower Tier Subaward.
 - 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Subrecipient must indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.
- 8.40.4 Subrecipient will remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.
- 8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party will not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying any approved Lower Tier Subrecipients of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient must forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Subrecipient will be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

- 8.40.8 Subrecipient must obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance must also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient must ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County will outline the reason(s) for the amendment and Subrecipient must comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient must provide a draft copy of the proposed amendment to County's Contract Manager, and must allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient must forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient must adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.
- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions, and requirements of this Subaward must be made applicable to such Lower Tier Subaward. To this end, Subrecipient must include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP242509) with County of Los Angeles Aging and Disabilities Department and will be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward must inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier Subaward will not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient must maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit L (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) calendar days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Subrecipient must:
- 8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;
 - 8.42.2.2 Complete performance of such part of the Work as would not have been terminated by such notice;
 - 8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward must be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

8.43 TERMINATION FOR DEFAULT

- 8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:
- 8.43.1.1 Subrecipient has materially breached this Subaward; or
 - 8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or
 - 8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient will continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.
- 8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient will not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to acts of

nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient will not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 **TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 County may, by written notice to Subrecipient (that is "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

- 8.46.1 Subrecipient (that is, "Contractor") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles [County Code Section 2.160.010](#), retained by Contractor must fully comply with County's Lobbyist Ordinance, Los Angeles [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Subaward (that is, "Contract"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

- 8.47.1 Notwithstanding any other provision of this Subaward, County will not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward will terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County

will notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward will not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

8.50.2 For breach of this warranty, County will have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with [Los Angeles County Code Chapter 2.206](#). Prior to the commencement of this Subaward, Subrecipient will complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Analyst in the time and manner as designated by County.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), will constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to [Los Angeles County Code Chapter 2.206](#). Prior to the commencement of this Subaward, Subrecipient must complete Exhibit V (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient must notify and provide its employees, and must require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to [California Elections Code Section 14000](#). Not less than ten (10) days before every statewide election, Subrecipient and any approved Lower Tier Subrecipient(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.

8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 **INTENTIONALLY OMITTED**

8.56 **COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

8.56.1 Subrecipient (that is, "Contractor"), and its Lower Tier Subrecipient(s) must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Subaward (that is, "Contract"). In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 **COMPLIANCE WITH COUNTY POLICY OF EQUITY**

8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Subrecipient further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Subrecipient, its employees and Lower Tier Subrecipient(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or any approved Lower Tier Subrecipient(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Subrecipient to termination of contractual agreements as well as civil liability.

8.58 **PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision will result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract.

8.59 **INJURY AND ILLNESS PREVENTION PROGRAM**

8.59.1 Subrecipient will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 **CAMPAIGN CONTRIBUTION PROHIBITING FOLLOWING FINAL DECISION IN SUBAWARD PROCEEDING**

8.60.1 Pursuant to [Government Code Section 84308](#), Subrecipient and its Lower Tier Subrecipients, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Subaward. Failure to comply with the provisions of [Government Code Section 84308](#) and of this subparagraph, may be a material breach of this Subaward as determined in the sole discretion of the County.

9.0 NIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

9.1.1.1 Subrecipient's staff working on this Subaward must immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

9.1.2 Child Abuse Reporting

9.1.2.1 Subrecipient's staff working on this Subaward must comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward must also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff must submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 1116

9.1.3 Elder and Dependent Adult Abuse Reporting

9.1.3.1 Subrecipient's staff working on this Subaward must comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward must report the

abuse and must submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 Withholding of Payment

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse will include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Subrecipient must abide by all applicable Federal, State, and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient must submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit J (CharitableContributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Subaward (that is, "Contract"), debarment proceedings or both ([County Code Chapter 2.202](#)). Prior to the commencement of this Contract, Contractor must submit the completed Exhibit J (Charitable

Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient must adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 LIMITATION ON CORPORATE ACTS

9.6.1 Subrecipient must not amend its articles of incorporation or bylaws, move to dissolve, or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient must notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this

Subaward, County may, at its sole discretion, take any (or all) of the following actions:

- 9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.
- 9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.
- 9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 INTENTIONALLY OMITTED

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

- 9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient must ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County will use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, will be used in all Subaward documents).

9.9 MODIFICATIONS

9.9.1 Modifications to this Subaward

- 9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties must modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:
 - 9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification must not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work and Attachments)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient must adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, will not change the terms, goals, or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient must not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification must not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items must not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification will not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient must notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification must supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval

date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 Program Modifications

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work and Attachments)) to another is classified as a Program Modification. Subrecipient must notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification will supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

9.10 NEPOTISM

9.10.1 Subrecipient certifies that it will not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.11.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient must maintain and provide security for all of Subrecipient's working papers prepared under this Subaward.

County will have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and must be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.
- 9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County will have all ownership rights of software or modification thereof and associated documentation designed, developed, or installed using Federal financial participation. The Federal government will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, will not be subject to the ownership provisions of this Subparagraph 9.11.

9.12 **PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.12.1 Subrecipient must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County will inform Subrecipient as soon as practicable of any

claim or action alleging such infringement or unauthorized disclosure, and will support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County will notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

9.13.2 Probation

9.13.2.1 Probation as used herein will mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County will provide Subrecipient a written notice indicating the reasons for the probation (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this

probation will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

- 9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

- 9.13.3.1 Suspension as used herein will mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and any approved Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County will monitor Subrecipient's adherence to such remedy(ies) during the suspension.
- 9.13.3.2 When County suspends Subrecipient, County will provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which will include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension will become effective, the date upon which Subrecipient must fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice will include a description of the Service(s) being suspended.
- 9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient

is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient must:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient will be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension will continue for the period specified in the written notice of suspension provided to Subrecipient unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, will remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient must submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan must address all of the deficiencies noted by County.

9.13.5 County will review Subrecipient's Corrective Action Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient must implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient must allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient must continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.
- 9.14.1.2 Subrecipient must fulfill all responsibilities required under this Subaward including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan, and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County will not be unreasonable in its request(s).

9.14.2 Transition Plan

- 9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient must provide a Transition Plan to County. Subrecipient must submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient must submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).
- 9.14.2.2 County will review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient must adhere to the Transition Plan which, at a minimum, will include all of the elements outlined below.

9.14.3 Elements of the Transition Plan

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

- 9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State, or local laws and regulations.
- 9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.
- 9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.
- 9.14.3.9 Any additional information which may be necessary to affect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

- 9.14.4.1 Subrecipient must implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein will mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

9.15 TRAVEL EXPENSES

- 9.15.1 Subrecipient must obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).
- 9.15.2 Subrecipient must maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 9.15.3 Subrecipient must ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.15.4 Subrecipient will not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.
- 9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld, or other remedy being applied as County will determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

- 9.16.1 Subrecipient and any approved Lower Tier Subrecipient(s) must adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and any approved Lower Tier Subrecipient(s) must provide and maintain a drug-free workplace for all of their employees, and must have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, any approved Lower Tier Subrecipient or both will subject Subrecipient to remedies available under the terms of this Subaward. Such remedies will include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which will be determined by County at County's sole discretion.
- 9.16.2 Subrecipient must provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

- 9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and any approved Lower Tier Subrecipient(s) operate a drug-free workplace.
- 9.16.4 Subrecipient must require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient must provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient must use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) set forth the requirements for the ITS which Subrecipient must use. This Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient must have in place by the effective date of this Subaward and which Subrecipient must maintain throughout the Subaward term. They present a minimum standard only. Subrecipient must implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets (PSCI) as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient must also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.
- 9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.
- 9.17.3 **Information Technology Systems - Management Information System**
- 9.17.3.1 **Data Entry**
- 9.17.3.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data

and Client information. Subrecipient must use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

- 9.17.3.1.2 Subrecipient must ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient must track, document, and report the actual date when Services are rendered. Subrecipient must complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and must ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient must enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient must not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.3.2 Data Records

- 9.17.3.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.
- 9.17.3.2.2 Subrecipient must maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and must make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities,

Federal agencies and/or any of their duly authorized representatives).

- 9.17.3.2.3 All information, records, data elements and printouts collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.3.3 MIS Personnel

- 9.17.3.3.1 Subrecipient must assign an employee to have the primary responsibility for data entry into the MIS. This employee will be the primary contact person for data issues and problems. This employee will also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient must designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient must ensure that its users do not share their user identification and password information.
- 9.17.3.3.2 Subrecipient must provide the names of Subrecipient's primary and secondary MIS employees using Exhibit E (Subrecipient's Administration). Subrecipient must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit E (Subrecipient's Administration), Subrecipient must update Exhibit E (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County will be allowed to access the MIS system.

- 9.17.3.3.3 Subrecipient must ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.17.4 **County Information Assets**

- 9.17.4.1 County Information Assets are PSCI and include (but are not limited to):

- 9.17.4.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

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

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

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

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

9.17.5 **Data Destruction**

- 9.17.5.1 When Subrecipient has maintained, processed, or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County will have sole authority to determine when Subrecipient must destroy any such County Information Assets as described herein. Subrecipient must only proceed with the destruction of County Information Assets (which may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external

to Los Angeles County's boundaries) upon receiving written authorization from County.

9.17.5.2 Subrecipient must destroy such County Information Assets by:

9.17.5.2.1 Cross-cut shredding or otherwise destroying paper, film, disk drives or other hard copy media so that PSCI cannot be read or otherwise reconstructed.

9.17.5.2.2 Clearing, purging or destroying electronic media containing PSCI consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/draft-pubs#SP-800-88-Rev.%201) and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the PSCI cannot be retrieved.

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

9.17.5.4 Subrecipient must provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.5.5 Lower Tier Subrecipient must provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient must submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

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

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

- 9.17.6.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.
- 9.17.6.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
- 9.17.6.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
- 9.17.6.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.17.6.1.5 At a minimum, Subrecipient must use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
- 9.17.6.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient must obtain written approval from County's Contract Manager.
- 9.17.6.2 Subrecipient and any approved Lower Tier Subrecipient must use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 9.17.6.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.6.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.6.3 Subrecipient and any approved Lower Tier Subrecipient must have operational policies, procedures and practices which protect County Information Assets (PSCI) as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.6.4 Subrecipient and any approved Lower Tier Subrecipient must encrypt PSCI which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.6.5 Subrecipient must certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit O (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient must maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient must maintain any validation/attestation reports that the data encryption product generates, and such reports will be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.7 Software Maintenance and Operational Management

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

9.17.7.2 Subrecipient and any approved Lower Tier Subrecipient must ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

9.17.7.3 Subrecipient must deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.8 Security Incident Reporting

9.17.8.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and any approved Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at <http://www.aging.ca.gov/ProgramsProviders/#Resources>.

9.17.8.2 **Notification of Security Breach to County**

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

9.17.8.2.2 Subrecipient's notification of the security incident must include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.8.3 **Notification of Security Breach to Clients**

9.17.8.3.1 Subrecipient and any approved Lower Tier Subrecipient must give written notice to any Client or data subject whose PSCI may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.9 **Electronic Backups**

9.17.9.1 Subrecipient and any approved Lower Tier Subrecipient must ensure that all electronic County Information Assets are protected by performing regular backups of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and any approved Lower Tier Subrecipient must ensure that all data, files, and backup files are encrypted.

- 9.17.10 Subrecipient must ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit K (Information Security and Privacy Requirements).

9.18 REMEDIES FOR NON-COMPLIANCE

- 9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines, and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements will subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County will have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 PAYMENT AND PERFORMANCE GUARANTIES

- 9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty, or both ("Guaranty(ies)") in the amount and form as directed by County. County will determine whether or not Subrecipient will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars (\$25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars (\$25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 Payment Guaranty

- 9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to faithfully pay any approved Lower Tier Subrecipients in a manner that is timely, satisfactory, and acceptable to County, as determined by County at its sole discretion. The purpose of

the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of any approved Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.

9.19.2.3 The Payment Guaranty must only take the form of a surety bond. More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 **Performance Guaranty**

9.19.3.1 The Performance Guaranty is Subrecipient's surety/guarantee to County that Subrecipient will meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty will provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

- 9.19.3.2 The Performance Guaranty will take any of the following forms:
 - 9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.
 - 9.19.3.2.2 Letter of Credit: Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.
 - 9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty must list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit N (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.
 - 9.19.3.2.4 Cash
- 9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.
- 9.19.4 When County determines that Subrecipient must obtain and maintain a Guaranty(ies), County will inform Subrecipient of this requirement and will provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.
- 9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which will be initiated through a budget modification. This budget modification must be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget

modification, Subrecipient will ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient must continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient must obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient must submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient must provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and will include:

9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)

9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)

9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)

9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time-to-time additional documents from Subrecipient, and Subrecipient must adhere to County's request for such documents.

9.20.2 Subrecipient must submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient must immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 Subaward Compliance Documents

9.20.3.1 Business License

9.20.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient

must obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Subrecipient must ensure that the license is current throughout the entire term of this Subaward. Subrecipient must provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 Certificate of Insurance

9.20.3.2.1 The certificate must evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient must also provide copies of the certificate of insurance as it relates to any approved Lower Tier Subrecipient(s).

9.20.3.3 Fire Department Inspection Report

9.20.3.3.1 For each Service site that Client will visit, Subrecipient must obtain a fire inspection of its facility(ies). The inspection must be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department. Subrecipient must obtain a written report of the inspection which must be provided to County at the beginning of the first Fiscal Year or Program Year of this Subaward, or upon the opening of each new Service site. In the event that violations are noted on the inspection report, Subrecipient must ensure that it complies with all corrective measures as directed by the fire department. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report must be current within the most recent twelve (12) month period. Subrecipient is responsible for knowing and understanding their local fire department requirements and guidelines and must ensure ongoing compliance with fire

inspection pursuant to local ordinances and regulations.

9.20.3.4 Public Health Permit

9.20.3.4.1 For every Service site where Contractor provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient must provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 Health Department Inspection Report

9.20.3.5.1 For each Service site where Contractor provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Subrecipient must annually provide a current copy of such inspection report (report must be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Contractor shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient must provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

9.20.3.6 Vehicle Smog Certification

9.20.3.6.1 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient must ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Contract Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a smog inspection during any year, Subrecipient must provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

9.20.4 **Business Forms**

9.20.4.1 **Articles of Incorporation**

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, must reflect Subrecipient's current legal name; and County will use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient must provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.20.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient must provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 **Board of Directors' Resolution**

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient must submit its Board of Directors' resolution in the time and manner as designated by County.

9.20.4.3 **Board of Directors Roster**

9.20.4.3.1 The roster must include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient must provide an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 **Bylaws**

9.20.4.4.1 This document must reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner, or procedure in which the organization should operate. In the event that

the bylaws are amended, Subrecipient must provide such amendments to County within five (5) days of them being approved.

9.20.4.5 Complaint Policies and Procedures

9.20.4.5.1 Subrecipient's policies and procedures for receiving, investigating, and responding to Client complaints must be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 Organization Chart

9.20.4.6.1 The chart must provide an outline of the hierarchy, relationships, and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy must be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 Lower Tier Subaward

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, must be provided to County within five (5) days of the execution of that agreement, amendment and addendum.

9.20.4.8 Tax Exempt Status Letter

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient must provide County a copy of its new status within five (5) days of any change in its tax-exempt status.

9.20.5 Reporting Documents

9.20.5.1 Cost Allocation Plan

9.20.5.1.1 This Plan must adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.20.5.2 Closeout Report

9.20.5.2.1 This report must adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

9.20.5.3 Other Reporting Documents

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County will not be unreasonable in its request and Subrecipient must adhere to County's request for such documents.

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 Cost Allocation Plan for Cost Reimbursement Activities

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient must submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

9.21.1.2 The Cost Allocation Plan must adhere to the requirements outlined in the following: County directives (including but not limited to AD directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for AD Subawards)) which may be obtained at [Cost-Allocation-and-Indirect-Cost-Requirements-CCD-18-01-043024.pdf](https://www.lacounty.gov/files/Accounting%20Administration%20and%20Reporting%20Requirements%20Title%2045%20Code%20of%20Federal%20Regulations%20Part%2075%20et%20seq.%20and%20Title%202%20Code%20of%20Federal%20Regulations%20Part%20200%20et%20seq.pdf) ([lacounty.gov](https://www.lacounty.gov)) , Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan must include the following information:

9.21.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).

9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

- 9.21.1.2.3 List of all the funded programs.
- 9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
- 9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
- 9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.
- 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan must be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient must sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient must submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient must submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient must submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.
- 9.21.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost

Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan will constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient must take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements will subject Subrecipient to remedies available under this Subaward.

9.21.2 Closeout Reporting Requirements

- 9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.
- 9.21.2.2 Subrecipient must complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report must include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.
- 9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.
- 9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report will be for that Subaward period which ends on the termination or cancellation date. Subrecipient must submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

- 9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient must ensure that all of the following items match:
- 9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).
 - 9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).
 - 9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.
- 9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County will allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).
- 9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space will be \$100, and the Amount Received reflected on the Closeout Report for Space will be \$100. Alternatively, if the Subaward Sum for Space is reflected on the final approved Budget(s) as \$100 but the Grant Share for Space is reflected on the Closeout Report as \$95, and the Amount Received for Space is reflected on the Closeout Report as \$95 then the \$5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line

item) is within the allowable ten percent (10%) variance.

- 9.21.2.7 Subrecipient must ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.21.3 **Program Income Requirements**

- 9.21.3.1 Program Income includes, but is not limited to:
 - 9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.
 - 9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.
 - 9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.
 - 9.21.3.1.4 Proceeds from the sale of items created under this Subaward.
- 9.21.3.2 Subrecipient must adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.
- 9.21.3.3 Subrecipient must use Program Income to expand baseline Program Services.
- 9.21.3.4 Subrecipient must report Program Income in Budget exhibit(s) and must expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.
- 9.21.3.5 Program Income must be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County will recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.
- 9.21.3.6 Subrecipient will not use Program Income to meet the match contribution requirement of this Subaward.

- 9.21.3.7 Subrecipient will provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

9.22 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

- 9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient will be responsible for obtaining and maintaining a Universal Identifier. The Universal Identifier is a Unique Entity ID (UEI) comprised of a unique twelve-character alpha numeric identification number assigned by SAM and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, UEI number. Subrecipient may register for a UEI number at <https://sam.gov/content/entity-registration>. Subrecipient must comply with the requirements outlined in this Subparagraph 9.22.
- 9.22.2 Subrecipient must provide a valid UEI number using Exhibit E (Subrecipient's Administration) and must submit the completed Exhibit E (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://sam.gov/content/status-tracker>. If County cannot access or verify "Active" status for Subrecipient's UEI information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.
- 9.22.3 Subrecipient's failure to adhere to applicable UEI and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.23 UNUSUAL OCCURRENCES AND CRIME

- 9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) must be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.
- 9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by

email. Subrecipient must also prepare and retain an incident report on file, and must include a copy of the filed police report.

- 9.23.3 Subrecipient must maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient must furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

9.24 **FEMA PROVISIONS**

- 9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient must comply with all requirements outlined in Exhibit M (FEMA Provisions). Subrecipient must complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

9.25 **INTENTIONALLY OMITTED**

9.26 **REDUCING SINGLE-USE PLASTICS**

9.26.1 **Reduce Single Use Plastics**

- 9.26.1.1 Subrecipient acknowledges that County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

9.26.2 **Procurement Data Reporting**

- 9.26.2.1 Subrecipient will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the County's Project Monitor along with other regular reports and be available upon request.

10.0 **SURVIVAL**

- 10.1 In addition to any terms and conditions of this Subaward that expressly survive expiration or termination of this Subaward by their terms, the following provisions shall survive the expiration or termination of this Subaward for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions and Headings)

Paragraph 3 (Work)

Subparagraph 5.4 (No Payment for Services Provided Following Expiration or Termination of Subaward)

Subparagraph 7.6 (Confidentiality)

Subparagraph 8.1 (Amendments)

Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Subparagraph 8.6.2 (Compliance with Applicable Laws)

Subparagraph 8.19 (Fair Labor Standards)

Subparagraph 8.20 (Force Majeure)

Subparagraph 8.21 (Governing Law, Jurisdiction, and Venue)

Subparagraph 8.23 (Indemnification)

Subparagraph 8.24 (General Provisions for all Insurance Coverage)

Subparagraph 8.25 (Insurance Coverage)

Subparagraph 8.26 (Liquidated Damages)

Subparagraph 8.34 (Notices)

Subparagraph 8.38 (Record Retention and Inspection and Audit Settlement)

Subparagraph 8.42 (Termination for Convenience)

Subparagraph 8.43 (Termination for Default)

Subparagraph 8.48 (Validity)

Subparagraph 8.49 (Wavier)

Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Subparagraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Subparagraph 9.11 (Ownership of Materials, Software and Copyright)

Subparagraph 9.12 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10.0 (Survival)

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IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board, has caused this Subaward to be executed on its behalf by the Director of Aging and Disabilities Department, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward will not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP242509
Subaward Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Dawyn R. Harrison, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized
Representative

Title

Signature



City Council Agenda Report

Agenda Item No. 7.d.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Danilo Batson, Interim Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-042, ACCEPTANCE OF OFFER OF DEDICATION OF RIGHT-OF-WAY EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES AND APPURTENANT FACILITIES AT 11214 RUSH STREET

SUMMARY: Rexford Industrial – 11234 Rush LLLP (“Applicant”) has offered twenty-five feet dedication of right-of-way easement for Public Streets and Public Utility Purposes and Appurtenant Facilities adjacent to 11214 Rush Street (“Property” or “project site”). The applicant filed an application for a Conditional Use Permit No. 23-06 (“CUP”) to construct a 103,108 square foot warehouse, and office building (“Project” or “proposed Project”) at the project site. The CUP was approved on August 20, 2024, by the adoption of Resolution No. 24-05.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-042 for the offer of dedication of right-of-way easement adjacent to 11214 Rush Street and authorize the City Clerk to record the acceptance.

FISCAL/FINANCIAL IMPACT: There will be no fiscal impact with this action.

DISCUSSION: Prior to the Planning Commission approval of the CUP on August 20, 2024, the dedication was reviewed and approved by the Planning Department. Project plans were provided as Attachment C which provided preliminary details of the dedication of right-of-way. Engineering staff has reviewed the dedication of right-of-way adjacent to 11214 Rush Street.

ATTACHMENT(S):

- A. Resolution No. 25-042
- B. Planning Commission Agenda Report, August 20, 2024, Agenda Item No. 7.a
- C. 11214 Rush Street Dedication
- D. Planning Commission Resolution 24-05 - CUP 23-06

ATTACHMENT A

RESOLUTION NO. 25-042

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ACCEPTING DEDICATION OF RIGHT-OF-WAY EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES AND APPURTENANT FACILITIES AT 11214 RUSH STREET

WHEREAS, Rexford Industrial – 11234 Rush LLLP (“Owners”), are the owners of the property commonly known as 11214 Rush Street, South El Monte, California; and

WHEREAS, on August 20, 2024, the Conditional Use Permit No. 23-06 (“CUP”) was approved by the adoption of Resolution No. 24-05. Within the same Planning Commission Report for Resolution No. 24-05, the Project Plans (“Attachment C”) provided the preliminary details of the dedication of right-of-way; and

WHEREAS, pursuant to the City’s Purchasing Manual, City Staff may secure three (3) written quotes from vendors for the purchase of supplies, equipment, and services; and

WHEREAS, the City Council has determined that acceptance of the right-of-way easement dedication satisfies the requirements of the Code and serves an important public purpose.

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

SECTION 1. The City Council hereby declares its intent to accept the dedication of right-of-way.

SECTION 2. The City Clerk is hereby directed to file this resolution with the Recorder of Los Angeles County.

PASSED, APPROVED AND ADOPTED this 6th day of May 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. 25-042, 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 6th day of May 2025, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC City Clerk



Planning Commission Agenda Report

**Agenda
Item No.
7.a.**

DATE: August 20, 2024

TO: Honorable Chairman and Members of the Planning Commission

APPROVED BY: Guillermo Arreola, Director of Community Development

PREPARED BY: Gerardo Marquez, Planning Manager

SUBJECT: Adoption of Resolution No. 24-05 approving Conditional Use Permit (CUP 23-06) To allow for the development of a new approximately 103,000 square foot warehouse building located at 11214 Rush Street.

PUBLIC NOTICE: Notice of public hearing was posted on August 8, 2024 and mailed to all property owners within 300 feet of the project site.

DATE: August 20, 2024

ENVIRONMENTAL DETERMINATION: Categorical Exemption, Section 15332 Class 32 – In Fill Development.

PROJECT

LOCATION:

Address:	11214 Rush Street
Project Applicant:	Rexford Industrial – 11234 Rush, LLLP
Property Owner:	Rexford Industrial – 11234 Rush, LLLP
Zone:	“M” (Manufacturing)
Lot Size:	213,444 square feet (4.90 acres)

SURROUNDING ZONING AND LAND USE:

	Zone	General Plan	Land Use
North	“M” (Manufacturing)	Industrial	Wholesale/Manufacturing
South	“M” (Manufacturing)	Industrial	Warehousing
East	“M” (Manufacturing)	Industrial	Wholesale
West	“P-F” (Public Facilities)	Public Facility	School

BACKGROUND: The property located at 11214 Rush Street (“Property”) is currently made up of five (5) separate parcels measuring approximately 213,444 square feet on the west side of Rush Street just north of Frank Stiles Street between Peck Road and Penn Mar Avenue in the City of South El Monte (“City”). In years past, the Property was utilized as a truck and trailer repair facility and was being utilized for parking until laying vacant. There are currently five (5) vacant structures on the property which are scheduled to be demolished. The proposed Project is being developed as a 103,108 square foot speculative warehouse building which will also provide site improvements such as trash enclosures, site lighting, concrete screen walls and hardscape/landscape improvements per city standards. There have not been any public records requests for this property within the last year.

RECOMMENDATION: Staff recommends that the Planning Commission adopt Resolution No. 24-05, approving Conditional Use Permit No. 23-06, as conditioned.

ANALYSIS:

General Plan/Zoning Consistency

The Property is designated as “Industrial” in the City’s General Plan and is zoned “M” (Manufacturing) in the City’s Zoning Code. The construction of a 103,108 square foot warehouse, building (“Proposed use” or “Project”) falls within the scope of the General Plan’s “Industrial” land use designation and is also a conditionally permitted use in the “M” zone. When considering consistency with the General Plan, staff determined that the Project will help further the City’s goals and objectives found in the General Plan and satisfy all development requirements within the Zoning Code. Additionally, the site is almost entirely surrounded by similar uses and would provide a new facility on a lot that is underutilized.

The establishment of a new warehouse building will be a viable asset to the City’s economy. With the newly adopted zone text amendment to the zoning section of the South El Monte Municipal Code, the potential uses of the site have been expanded and provide the opportunities for new businesses to flourish. The Project will also promote a balanced and dynamic economic growth in the area as well as the City as a whole. Considering all of the above, the Project is consistent with both the General Plan and the Zoning Code.

Proposed Project

The Applicant is proposing to build a 103,108 square foot warehouse and office building. The development shall provide multiple tenant spaces and shall provide ancillary office space. The building will mainly be utilized as a warehouse with 89,836 square feet being dedicated to this use with the remaining 13,272 square feet being utilized as ancillary office area. The proposed warehouse use will provide 12 dock doors for the delivery of items.

Off-Street Parking

As the majority use of the building is warehousing, SEMMC Section 17.16 states that parking shall be provided at one parking space for every one thousand square feet and office requires one parking space per three hundred square feet. The proposed Project satisfies the minimum parking requirements per the following figure below:

Proposed Use	Size of Area	Required
Warehouse	89,836 sq. ft.	(1/1,000) = 90
Office	13,272 sq. ft.	(1/300) = 45
	Total Proposed	135
	Total Required	135

Landscaping

The Project provides landscaping along the Property's frontage, near the warehouse entrance, along the south of the building and Property, and all along the north and northeast portion of the Property. This is sufficient to satisfy the City's landscaping requirements found in SEMMC Section 17.09.070. This section requires the front five feet of the Property and five percent of the parking area to be landscaped. The parking lot area is approximately 26,040 square feet in size, which requires 1,302 square feet of landscaping in the parking lot area. The Applicant has proposed to landscape 11,156 square feet or 42 percent of the parking lot area exceeding the required amount.

Circulation and Loading

The Project will be accessible via two driveways along Rush Street. The northern driveway will provide truck access while the southern driveway will provide access to passenger cars. For the northern driveway, trucks would be able to enter through right-in and left-in turn movements, while only being able to exit through a right-out turn movement. For the southern driveway, passenger vehicles are restricted to right-in and right-out movements. There will be gates present on the Project site enclosing and securing the truck court during non-operational hours. These gates will remain open during business hours, allowing for free traffic flow without restriction.

Impacts on Surrounding Uses and Properties

The Property is surrounded by a mixture of industrial uses and underdeveloped land. The Project will not significantly increase the amount of industrial activities and therefore the Project's potential impact on surrounding properties would be slight. Additionally, the Project would restore existing street pavement along the length of the property frontage and side to the centerline of the street on Rush Street and Leafdale Avenue. Sidewalk, curb ramps, curb and gutter, and driveways would be newly constructed. City staff reviewed a traffic and circulation study and concluded that traffic generated by the Project will not result in any significant effects relating to traffic.

CONDITIONAL USE PERMIT

In order to grant a CUP, the Commission must make the following finding pursuant to South El Monte Municipal Code ("SEMMC") Section 17.03.060:

- 1. The commission shall find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity nor to the city in general.**

The parcels directly adjacent to the Property are developed with warehouses that perform warehousing or wholesale with ancillary office space. The approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general because of the conditions that are included in the resolution, as well as many of the surrounding parcels being utilized as industrial.

Land Use Element

Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* This Project will serve the area by creating a single location for storage, wholesale, and operations for new businesses to establish their operations within the area. This new development along with the newly adopted zoning code will allow new businesses to flourish in the City.

Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility.* The proposed Project will in-fill an underutilized parcel and provide a new warehouse/wholesale development to complement the existing adjacent sites along the already established Rush Street industrial corridor.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a warehouse, office, and wholesale that fits with the surrounding uses. Adjacent to north, south, and east of the Project site similar uses and types of buildings are already established. The proposed Project will complement existing development and will provide facilities for similar types of uses.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new 103,108 square foot building on a property that has lain vacant for many years but, will also provide off street improvements by restoring existing street pavement along the length of the property frontage and side to the centerline of the street on Rush Street and Leafdale Avenue and new sidewalk, curb ramps, curb and gutter, and driveways would be newly constructed as well.

ENVIRONMENTAL REVIEW: This proposed Project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act (Public Resources Code §21080(b)(9); Administrative Code, Title 14, Chapter 3, §15332, Class 32, In-Fill Development Projects). Class 32 consists of projects characterized as in-fill development. The Project falls within the criteria of consisting of less than five acres and falls within city limits.

CONCLUSION: Staff has reviewed the Applicant's request and has determined that the Project meets all of the development standards as set forth in SEMMC Chapters 17.03 and 17.09. Approval of the Conditional Use Permit, as conditioned, will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. Staff recommends the Planning Commission adopt Resolution 24-05 to approve Conditional Use Permit No. 23-06 for the proposed 103,108 square foot industrial building.

ATTACHMENTS:

A – Draft Resolution No. 24-05

B– Vicinity Map/Aerials

C – Project Plans

PLANNING COMMISSION

RESOLUTION NO. 24-05

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (NO. 23-06) ALLOWING FOR THE CONSTRUCTION OF A 103,108 SQUARE FOOT WAREHOUSE AND OFFICE BUILDING LOCATED AT 11214 RUSH STREET

WHEREAS, Rexford Industrial – 11234 Rush, LLLP (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) to construct a 103,108 square foot warehouse, and office building (“Project” or “proposed Project”) located at 11214 Rush Street, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.03.060, the Project requires Planning Commission review and approval because the Project consists of request for a CUP; and

WHEREAS, a public hearing was held before the Planning Commission on August 20, 2024, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Planning Commission hereby finds that the adoption of Resolution 24-05 is exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act (Public Resources Code §21080(b)(9); Administrative Code, Title 14, Chapter 3, §15332, Class 32, In-Fill Development Projects). Class 32 consists of projects characterized as in-fill development. The Planning Commission finds that the Project is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission find that the proposed Project shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. The construction and operation of the warehouse, and office building should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated August 20, 2024, which is hereby incorporated into this Resolution 24-05 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapter 17.09 and will not be detrimental to the public health, safety, or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that many of the surrounding parcels are industrial uses, ensures that this will hold true in the future.

B. Pursuant to SEMMC Section 17.03.060, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is because the Project will be required to operate in a way that does not negatively impact the area through conditions imposed.

C. As conditioned, the Project represents a quality establishment that will be compatible with surrounding commercial and manufacturing uses, the surrounding area, and the goals of the City. The proposed Project will contribute to the general well-being of the City in that the Project benefits neighboring uses and will be an asset to the surrounding area, as well as to the rest of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, the proposed Project is consistent with the City's General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

a) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* This Project will serve the area by creating a single location for storage, wholesale, and operations for new businesses to establish their operations within the area. This new development along with the newly adopted zoning code will allow new businesses to flourish in the City.

b) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility.* The proposed Project will in-fill an underutilized parcel and provide a new warehouse/wholesale development to complement the existing adjacent sites along the already established Rush Street industrial corridor.

c) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a warehouse, office, and wholesale that fits with the surrounding uses. Adjacent to north, south, and east of the Project site similar uses and types of buildings are already established. The proposed Project will complement existing development and will provide facilities for similar types of uses.

d) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new 103,108 square foot building on a

property that has lain vacant for many years but, will also provide off street improvements by restoring existing street pavement along the length of the property frontage and side to the centerline of the street on Rush Street and Leafdale Avenue and new sidewalk, curb ramps, curb and gutter, and driveways would be newly constructed as well.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-06) to construct a 103,108 square foot warehouse, and office, building subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.
6. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the Property's parking area and public right-of-way.
7. The Applicant shall maintain all required permits and licenses in good standing.

8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension or revocation of the CUP.
9. The construction site shall always be kept in a clean manner prior, during, and after construction.
10. The Applicant shall develop the Property as shown in the site plan and landscaping plan approved by the Planning Commission.
11. The Applicant shall provide a detailed landscape and irrigation plan, prepared by a registered Landscape Architect to the Community Development Director for review and approval prior to submitting the plans to the Building Division.
12. The Applicant shall install drought tolerant landscaping in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:
 - a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks.
 - b. Provide an automated underground irrigation system for all landscaped areas.
 - c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment
13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.
14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Property visible from Rush Street.
15. There shall be no loading or unloading of materials on the public right of way (Rush Street).
16. There shall be no queuing or parking of vehicles on or along Rush Street as a result of this development.
17. At no time shall the site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.
18. No repair of vehicles or freight trucks shall occur at any time.
19. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.
20. For security purposes, lighting shall be placed in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.

21. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development or designee.
22. Noise generated from the site shall comply with the South El Monte Municipal Code 8.20.
23. The Applicant must incorporate a copy of these conditions of approval into the approved set of building plans.
24. The consolidation of parcels shall be finalized and recorded prior to the issuance of building permits.

Public Works Conditions

- PW1. The second sheet of building plans, grading plans and/or offsite improvement plans shall list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- PW2. A geotechnical and soils investigation report is required. The duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
- a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
- PW4. A grading and drainage plan shall be approved prior to the issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- PW5. LID review shall be completed prior to submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.
- PW6. Replace the existing curb ramp and cross gutter at the corner of Rush Street & Leafdale Avenue with new curb ramp and cross gutter in accordance with SPPWC Standard Plans and as directed by the City Engineer or his/her designee.

- PW7. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.
- PW8. Reconstruct the driveway approach located at 11214 Rush St in accordance with SPPWC Standard Plan 110-2 and as directed by the City Engineer or his/her designee.
- PW9. Close existing driveway approach and install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
- PW10. Remove and replace sidewalk along the length of the property frontage in accordance with SPPWC standard plan 113-2 and as directed by the City Engineer or his/her designee.
- PW11. Install an irrigation system and landscape the designated parkway area and as directed by the City Engineer and/or his/her designee.
- PW12. Protect and maintain existing street trees through the duration of the Project. Existing street trees must be maintained in healthy condition through the duration of any planning and construction. Trees should be deemed healthy and in good condition upon the conclusion of any construction in order for the Project to be accepted as completed by the Public Works Department.
- PW13. Remove and replace curb and gutter along the length of the property frontage in accordance with SPPWC Standard Plan 120-2 and as directed by the City Engineer or his/her designee.
- PW14. The approved building address shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.
- PW15. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee.
- PW16. Rehabilitate existing AC street pavement along the length of the property frontage and side to the centerline of the street on Rush Street and as directed by the City Engineer or his/her designee. Grind existing pavement to a depth of 2" and overlay new AC or pay an in-lieu fee in the amount of a City approved Engineer's Estimate prepared by the Project Engineer of Record for the required AC rehab to the City. ADA, sidewalk, curb ramps, curb and gutter, and driveway approaches shall be constructed to facilitate drainage and comply with ADA regulations.
- PW17. Underground all utility services to the property and adjacent to the property along Rush Street.
- PW18. The Project shall be reviewed and approved by the City Traffic Engineer prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer. The designer should consider the largest design vehicle that is likely to use that facility in determining the radii required at intersections, roadways, and driveways. Scaled truck turning templates shall be used to delineate the swept width and tracking width of the design vehicle.

PW19. When planting or constructing walls or fences be aware that each side of Project driveways should have clear corner sight distance with low vegetation (less than 36" drivers height sitting in a car) and walls that do not obscure the view of exiting vehicles or trucks.

PW20. Submit a Focused Access and Parking analysis memo which addresses the comments provided in the Traffic Assessment comments from March 15, 2024.

PW21. Refresh the red curb on Rush Street.

Building Division Conditions

- B1. Plans prepared in compliance with the current Codes shall be submitted to Building Division for review prior permit issuance.
- B2. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
- B4. The building shall be addressed as 11214 Rush Street, and an application to assign unit numbers shall be filed with City prior to plan check submittal.
- B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
- B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
- B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

- B9. A grading and drainage plan shall be approved by Engineering Division prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- B10. Prior submitting grading plans to Engineering Department, LID review shall be completed.
- B11. An allowable building area analysis shall be provided in accordance with Chapter 5 of the Building Code to justify the proposed building qualifies for Type IIIB construction. Shall the building be upgraded to a fire-resistance rated construction such as Type IIIA, the exterior walls, including the joints between the precast concrete wall panels, shall meet the fire-resistance rating requirements per Table 601 if the Building Code.
- B12. All State of California disability access regulations for accessibility shall be complied with.
- B13. The property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
- B14. Foundation inspection will not be made until the excavation has been surveyed and the depth of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- B15. Electrical plan check is required.
- B16. Mechanical plan check is required.
- B17. Plumbing plan check is required.
- B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
- B19. Project shall comply with the CalGreen Non-Residential mandatory requirements.
- B20. Electrical vehicle charging stations (EVCS), including accessible EVCS, and EV facilitation, including medium and heavy-duty charging, shall be provided as required by Section 5.106.5 of the CalGreen Code.
- B21. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
- B22. Demolition permit is required for any existing buildings which are to be demolished.
- B23. A separate permit is required for each detached structure, including but not limited to perimeter fences and gates.

- B24. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indicating this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
- B25. Separate permit is required for Fire Sprinklers.
- B26. City records indicate the proposed site is a combination of lots under common ownership. A parcel merger by document shall be processed prior to issuance of the building permit.

Los Angeles County Fire Department Conditions

1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.
2. Install four (4) private 6"x 4"x 2 1/2" Fire Hydrants conforming to American Waterworld Association Standard C503. Required Fire Flow 4,000 GPM @ 20PSI for Four (4) hours.

County of Los Angeles Sheriff's Department Conditions

1. Installation of security cameras and building lights with motion sensors shall be placed around the proposed development where feasible to reduce opportunities of criminal activities. Cameras and lighting shall be placed in such a way where law enforcement can adequately identify vehicle license plates upon entry/exit to the site.
2. Height of hedge-type plants shall be limited to allow visibility from the street. Landscaping shall not block building addresses from street patrol car line of sight.
3. Provide numerical addresses in a font size on the corner of the building that can be easily viewed and read from the street.
4. During construction of the Project emergency access shall be maintained at all times.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to Section 17.03.060 of the South El Monte Municipal Code.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024.

Chairman

ATTEST:

Secretary

STATE OF CALIFORNIA)

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-05 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 20th day of August 2024.

AYES:

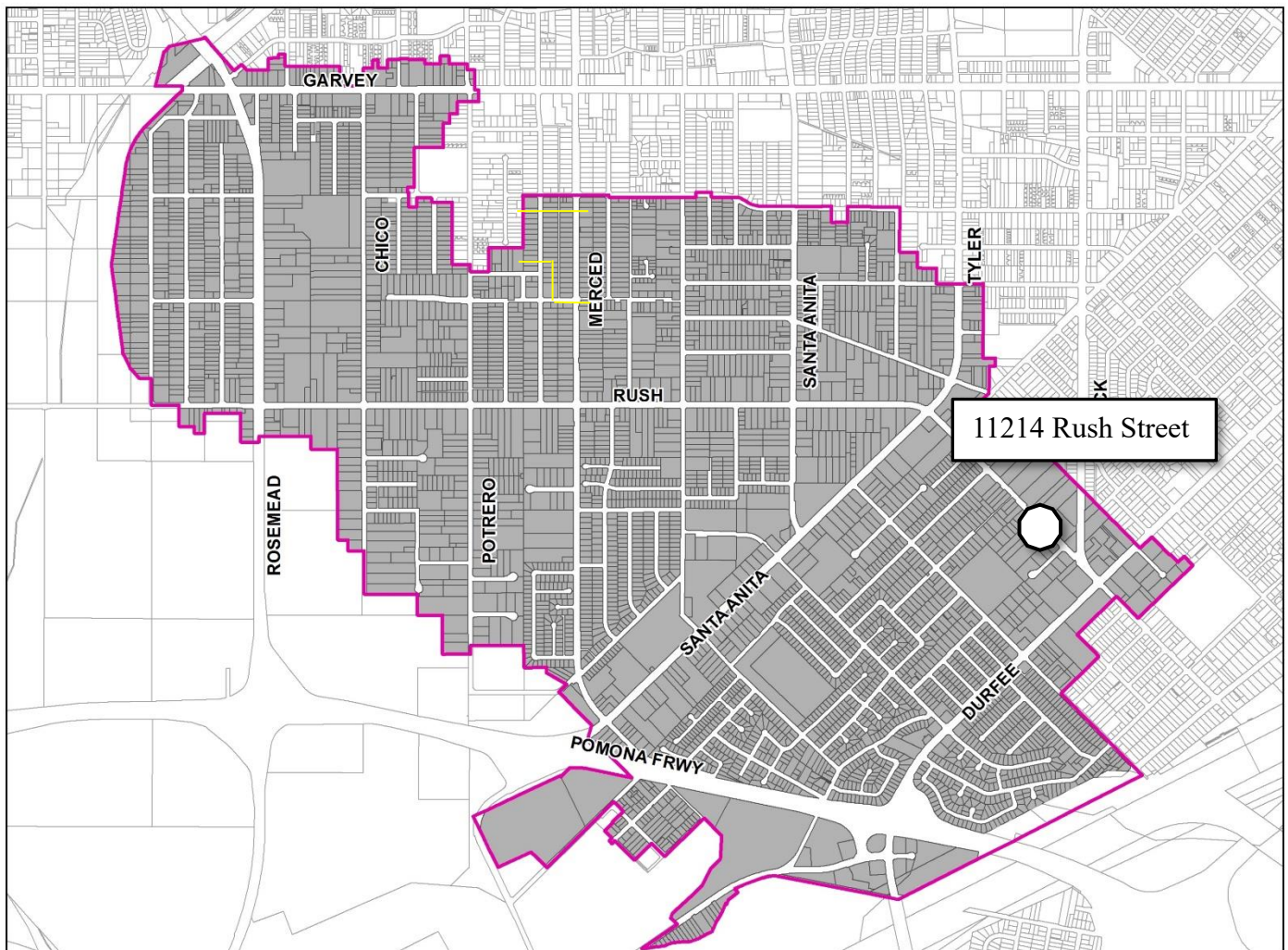
NOES:

ABSENT:

ABSTAIN:

Secretary

Attachment B



Attachment C

[illegible]

1. ALL DIMENSIONS ARE TO FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINES UNLESS NOTED OTHERWISE, ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH A SMART AUTOMATIC IRRIGATION SYSTEM.
2. SITE CIVIL DRAWINGS CONTAIN ADDITIONAL INFORMATION REGARDING SITE DRAINAGE, TOPOGRAPHY AND UTILITIES.
3. FOR PAVING SECTIONS, CONCRETE CURBS, SWALES AND GUTTERS SEE CIVIL DRAWINGS.
5. PROPERTY LINE ARE REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR HORIZONTAL CONTROL.
6. LANDSCAPE AREAS SHALL BE DELINEATED WITH A MIN. 6" CONCRETE CURB.

1	SITE PAVING WITH HEAVY BROOM FINISH. SEE CIVIL FOR PAVEMENT THICKNESS.
2	DECORATIVE PAVEMENT AT ENTRY - COLORED CONCRETE W/ SAW CUT PATTERN. SEE DETAIL 13/DRCA-A4.01
3	PRIMARY BUILDING.
4	PEDESTRIAN CONCRETE WALKWAY WITH MEDIUM BROOM FINISH.
5	EV CHARGIN STATION
6	8" H & 10" CONCRETE SCREEN WALL.
7	8" BLACK PAINTED VEHICULAR ROLLING GATE WITH KNOX PAD LOCK, MANUALLY OPERATED. PROVIDE CONDUITS FOR FUTURE TRANSFORMER.
8	5'-6" X 6" X 4" THICK CONCRETE LANDING PAD AT ALL EXTERIOR MANHOLES WITH MEDIUM BROOM FINISH.
9	FUTURE MONUMENT SIGN WITH ELEC. CONDUITS.
11	TRASH ENCLOSURE. SEE DETAIL 1/DRCA-A4.01
13	EXTERIOR CONCRETE STAIR.
14	APPROXIMATE LOCATION OF ELEC. TRANSFORMER WITH BOLLARD PROTECTION AND LANDSCAPE SCREENING.
16	SHORT TERM - BICYCLE RACK 8% OF PARKING STALL.
17	DESIGNATED SMOKING AREA - 25' AWAY FROM ANY ENTRY.
18	OUTDOOR PATIO. SCREENING PLANTER. SEE DETAIL 15/DRCA-A4.01

	STANDARD PARKING STALL 9' X 18'
	ADA PARKING VAN 12' X 18' OR STANDARD 9' X 18' WITH 5' CLR AISLE
	VAN (12'X18') / STANDARD ACCESSIBLE (9'X18') EVCS WITH ISA SIGN AND MARKING "EV CHARGING ONLY" WITH 5' ACCESSIBLE AISLE
	STANDARD EVCS PARKING STALL 9' X 18'
	STANDARD EV CAPABLE PARKING STALL 9' X 18'
	PROPERTY LINE
	ACCESSIBLE PATH OF TRAVEL, MAX 5% SLOPE AND MAX 2% CROSS SLOPE WITH 48" MIN. CLEAR, UNLESS NOTED OTHERWISE WITH ADA ACCESSIBLE RAMP
	LANDSCAPE, SEE LANDSCAPE DRAWINGS

THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT. THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING TECHNICAL DRAWING ARE PROPRIETARY AND CANNOT BE COPIED, DUPLICATED OR COMMERCIALY EXPLOITED, IN WHOLE OR IN PART. THE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY THE OWNER ON OTHER PROJECTS. FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, THE OWNER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AGAINST ALL DAMAGES, CLAIMS AND LOSSES, INCLUDING DEFENSE COSTS, ARISING OUT OF ANY REUSE OF THE PLANS AND SPECIFICATIONS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT OF RECORD.

STRUCTURAL ENGINEER
HSA AND ASSOCIATES, INC.
301 NORTH LAKE AVENUE 5TH FLOOR
PASADENA, CA 91101
EMAIL: RGERGES@HSAASSOCIATES.COM
ATTN: RAFIK GERGES

RPM ENGINEERS, INC.
102 DISCOVERY
IRVINE, CA 92618
949-450-1229 EMAIL: MAURICEY@RPME.COM
ATTN: MAURICE YEE

RPM ENGINEERS, INC.
102 DISCOVERY
IRVINE, CA 92618
949-450-1229 EMAIL: JOSEB@RPME.COM
ATTN: JOSE BELTRAN

K2M ENGINEERING
23276 SOUTH POINTE DR., UNIT 102
LAGUNA HILLS, CA 92653
949-419-9908
EMAIL: KEN@K2M-ENGINEERING.COM

CIVIL ENGINEER
KIMLEY-HORN
245 E. THIRD STREET
LONG BEACH, CA 90802

ATTN: HUNTER STARKEY
LANDSCAPE ARCHITECT

PLACENTIA CA 92870
NATHALIE@HUNTERLANDSCAPE.NET
ATTN: NATHALIE MEJIA

R U S H S T R E E T S P E C
D E V E L O P M E N T

11234 RUSH STREET
SOUTH EL MONTE, CA 91733



555 ANTON BLVD SUITE 910
COSTA MESA, CA 92626

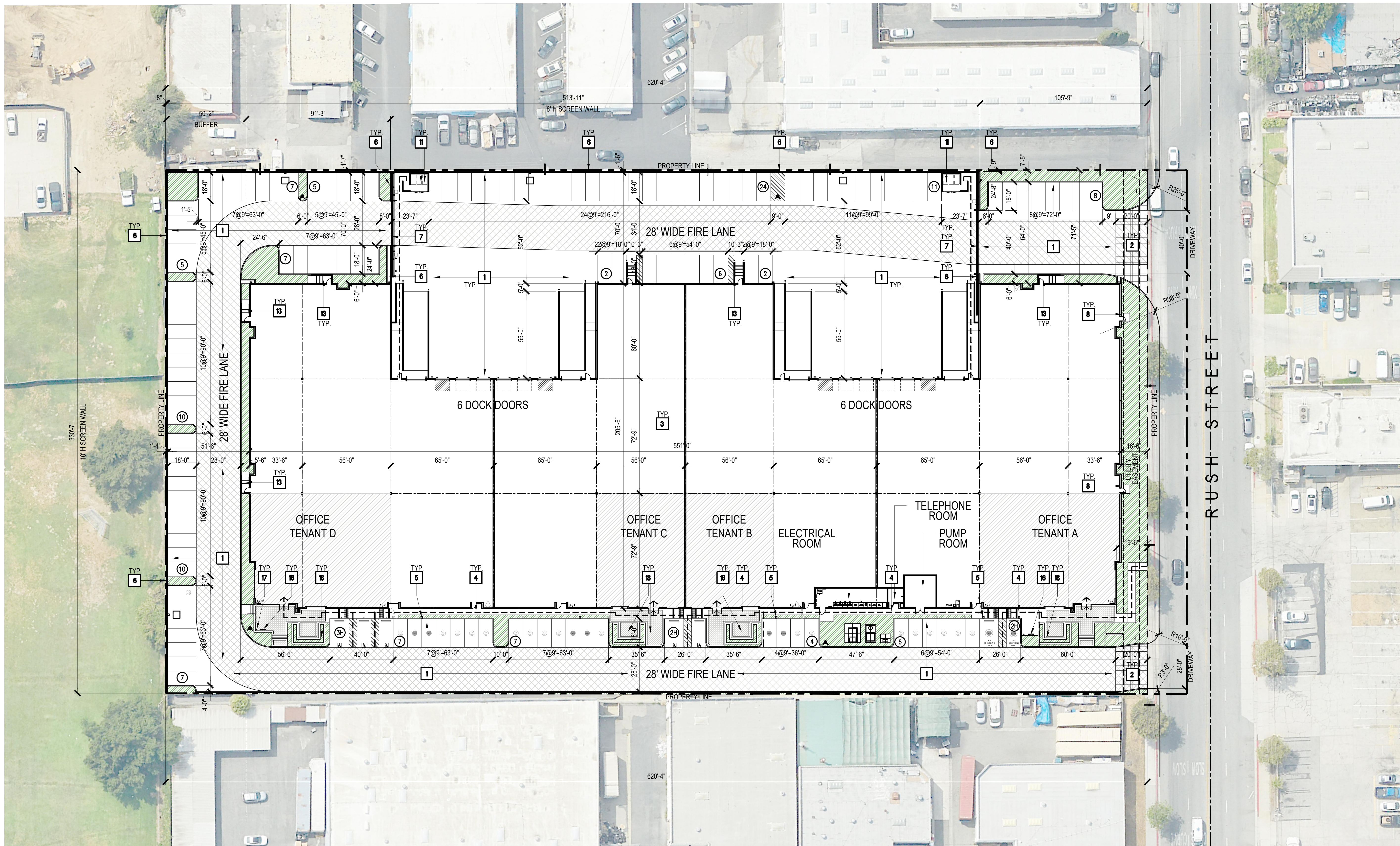
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JOB No. 23-064	
DRAWN STEVE HONG	CHECKED STEVE HONG
SHEET TITLE	

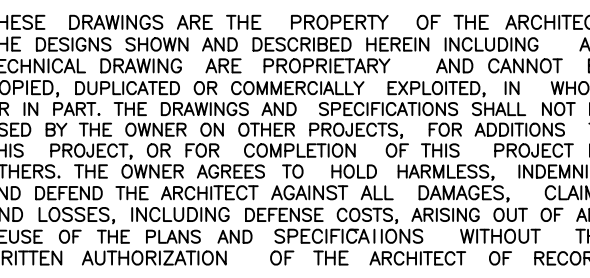
ARCHITECTURAL
OVERALL SITE PLAN

SHEET NUMBER

DRC-A1.01

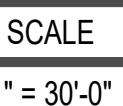


OVERALL SITE PLAN



55 ANTON BLVD SUITE 91
COSTA MESA, CA 9262

JOB No.	
3-064	
DRAWN	CHECKED
STEVE HONG	STEVE HONG
SHEET TITLE	
ARCHITECTURAL	
CIRCULATION PLAN	
SHEET NUMBER	



1

Page 192 of 383

DRC-A1.02

1. VERIFY THAT ALL AREAS HAVE A POSITIVE 1" PER FOOT MIN DRAINAGE PRIOR TO INSTALLATION UNLESS NOTED BY THE STRUCTURAL DRAWINGS
2. COORDINATE WITH STRUCTURAL DRAWINGS FOR ROOF ELEVATIONS
3. CONTRACTOR SHALL VERIFY ALL ROOF JOINTS, FLASHINGS, CURBS AND HOOK UPS WITH SUBCONTRACTORS, MECHANICAL / STRUCTURAL ENGINEERS AND ARCHITECT PRIOR TO INSTALLATION
4. BEFORE SETTING AND ANCHORING OF ANY ROOF MOUNTED EQUIPMENT, CONTRACTOR TO CHECK TO INSURE EQUIPMENT IS VISIBLE FROM PUBLIC WAY. ALERT THE ARCHITECT IF VISIBLE
5. PROVIDE INVERTED CAP SHEET CRACKETS ALONG UPPER SLOPE OF ALL ROOFS. MECHANICAL EQUIPMENT UNITS AND OTHER OPENINGS TO FACILITATE POSITIVE DRAINAGE
6. WHEN REQUIRED BY LOCAL JURISDICTION AND PRIOR TO TRUSS INSTALLATION, TRUSS MANUFACTURE TO SUBMIT PLANS TO BUILDING DEPARTMENT FOR APPROVAL
7. CONTRACTOR SHALL INSURE PRIOR JOB-SITE STORAGE OF MATERIALS TO MINIMIZE EXPOSURE TO MOISTURE DURING THE CONSTRUCTION CYCLE
8. CONTRACTOR TO VERIFY ALL ROOF DEPRESSIONS PER STRUCTURAL DRAWINGS
9. REFER TO THE DRAINING DRAINAGE OF THE ROOF
10. ALL ROOF FASTENERS SHALL MEET ALL LOCAL CODE AND REGULATIONS AND REQUIREMENTS. PRIOR REQUIREMENTS ARE IN PROJECT JURISDICTION AND ALSO FACTOR MUTUAL WIND UPLIFT PRESSURE REQUIREMENTS
11. WHEN APPLICABLE, FUSELIER SHALL BE USED. THERE SHALL BE ONE TEMPERATURE RANGE HIGHER THAN THE ESFR SPRINKLER SYSTEM
12. WHEN APPLICABLE, SMOKE VENTS SHALL BE REQUIRED IF AREAS FOR "INTERIOR VENTING" SHALL BE USED. SMOKE VENTS SHALL BE USED FOR STORAGE ROOF DRAINS, OVERFLOW DRAINS AND RAINWATER PIPING WITHIN THE POTENTIAL OF THE BUILDING SHALL BE TESTED IN ACCORDANCE WITH THE PROVISIONS OF THE PLUMBING CODE FOR TESTING DRAIN, WASTE, AND VENT SYSTEMS
13. ROOF DRAIN, OVERFLOW DRAINS AND RAINWATER PIPING WITHIN THE BUILDING SHALL UTILIZE APPROVED DRAINAGE FITTINGS
14. MANUFACTURE ROOF DRAINS AND OVERFLOWS SHALL BE APMO LISTED
15. REFER TO SAS 20 FOR MINIMUM CLEARANCE REQUIREMENT
16. THE END OF CONSTRUCTION SHALL BE ALL CONSTRUCTION DEERS ON ROOF AND AROUND ROOF DRAINS AND SLOPPERS

- 1 CONCRETE PARAPET WALL PER STRUCTURAL. PAINT INSIDE FACE AND TOP OF PARAPET WALL WITH DOMINANT BUILDING COLOR WITH ELASTOMERIC PAINT. TOP OF PARAPET SHALL BE SACKED SMOOTH.
- 2 CONCRETE PARAPET RETURN
- 3 4 PLY. CLASS "A" BUILT UP ROOFING. JOHNS MANVILLE 4GNC OR EQUAL. PROVIDE 15 YEAR NO DOLLAR WARRANTY WITH 20 YEAR ALTERNATE.
- 4 WHITE SCRIM UNDER ROOF DECK
- 5 STRUCTURAL JOIST/GIRDER BELOW
- 6 EXHAUST FAN PER MECHANICAL.
- 7 MECHANICAL ROOF TOP EQUIPMENT PER MECHANICAL/STRUCTURAL.
- 8 PLUMBING VENT PIPE PER PLUMBING.
- 9 5' WIDE WALK PAD, JOHNS MANVILLE DYNATRED OR EQ.
- 10 EXTERIOR DOWN SPOUT AND OVERFLOW SCUPPERS.
- 11 INTERIOR ROOF DRAIN AND OVERFLOW SCUPPERS.
- 12 INTERIOR ROOF DRAIN AND OVERFLOW DRAIN.
- 13 ROOF ADDRESS NUMBER, 4" TEXT, BLACK STENCIL
- 14 30" X 54" ACCESS ROOF HATCH WITH 42" BUILT IN GUARD RAIL.

	4'X8' CURB MOUNTED SKYLIGHTS ICC ESR 3177. BRISTOLITE T4896-SS-CM-1-HS1 OR EQUAL
	4'X8' CURB MOUNTED SMOKE HATCH UL - 793 - 12/A6.10 ARCRALIGHT SOLAR, S-ULSV2D
	SOLAR READY AREA, SEE SOLAR READY CALCULATION BELOW

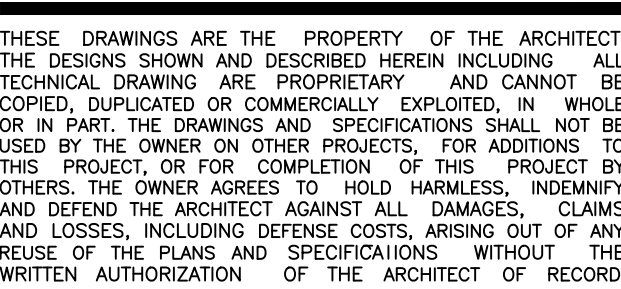
ROOF AREA:	97,108 S.F. 32' CLEAR MIN FROM 1ST COLUMN LINE + 6'
SMOKE HATCH PROVIDED:	0.5% - 480 S.F. (15 EACH)
SKYLIGHTS PROVIDED:	2.0% - 1,920 S.F. (60 EACH)
TOTAL:	2.5% - 2,400 S.F. (75 EACH)
BURGLAR BARS REQUIRED:	YES

15% OF ROOF AREA REQUIRED TO BE SOLAR READY

ROOF AREA:	97,108 S.F.
AREA OF SMOKE/SKYLIGHTS:	2,400 S.F.

(ROOF AREA - AREA OF SMOKE/SKYLIGHTS) X 0.15 = NET AREA REQ

97,108 S.F. - 2,400 S.F. X 0.15 =	14,206 S.F. REQUIRED
SOLAR READY AREA PROVIDED:	14,206 S.F. PROVIDED



STRUCTURAL ENGINEER

MECHANICAL ENGINEER

PLUMBING ENGINEER

ELECTRICAL ENGINEER

LANDSCAPE ARCHITECT
HUNTER LANDSCAPE INC.
711 S. FEE ANA ST.
PLACENTIA CA 92870
NATHALIE.M@HUNTERLANDSCAPE.NET
ATTN: NATHALIE MEJIA

11214 RUSH STREET
SOUTH EL MONTE CA 91733

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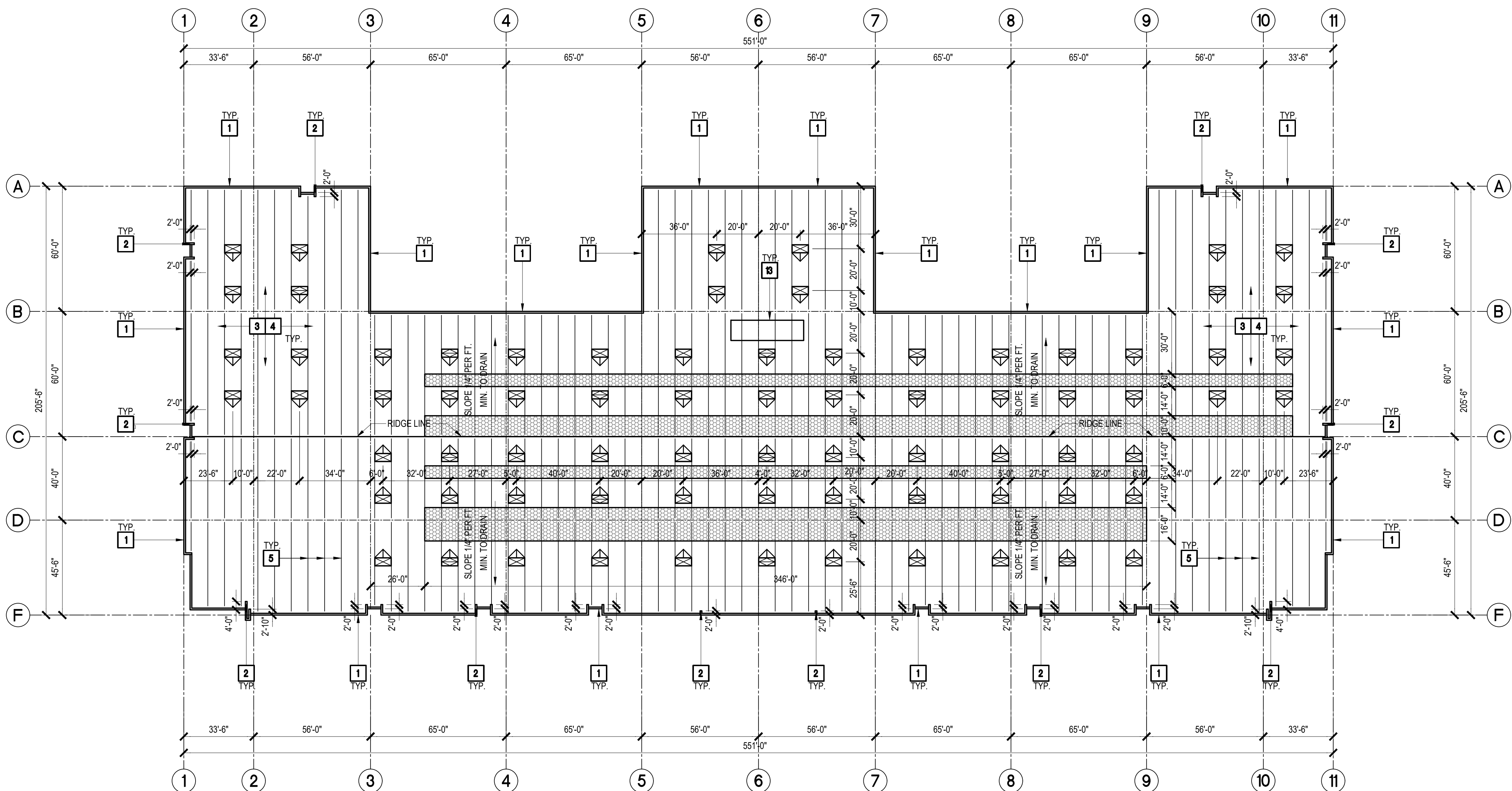
JOB No.
23-064

DRAWN STEVE HONG	CHECKED STEVE HONG
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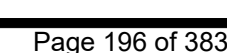
SHEET TITLE

ARCHITECTURAL
OVERALL ROOF PLAN

SHEET NUMBER



 PROJECT NORTH	 TRUE NORTH	SCALE	1
		1" = 30'-0"	





DRC-A4.01







ATTACHMENT C

REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK
City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, California 91733
APN:
NO FEE per G.C. 6103

SPACE ABOVE FOR RECORDER'S USE

EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, REXFORD INDUSTRIAL - 11234 RUSH LLLP, A Delaware Limited Liability Limited Partnership, hereby GRANTS to the CITY OF SOUTH EL MONTE, a municipal corporation, AN EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES AND APPURTENANT FACILITIES over, under, along and across the real property in the City of South El Monte, County of Los Angeles, State of California, described as follows:

See Exhibits "A" Legal Description and "B" Plat Map attached hereto and made a part hereof.

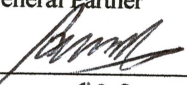
Owners(s)

REXFORD INDUSTRIAL - 11234 RUSH LLLP,
a Delaware limited liability limited partnership

By: Rexford Industrial - General Partner, LLC,
a Delaware Limited Liability company,
Its General Partner

By: Rexford Industrial Realty, L.P.,
a Maryland Limited Partnership
Its Managing Member

By: Rexford Industrial Realty, Inc.,
A Maryland Corporation,
Its General Partner

By: 
Name: CARLOS SERRA
Title: EXECUTIVE VICE PRESIDENT
Date: 2/24/25

This is to certify that the interest in the real property conveyed by the within instrument to the City of South El Monte, California, a municipal corporation, is hereby accepted by order of the City Council, and grantee consents to the recordation thereof by its duly authorized officer.

CITY OF SOUTH EL MONTE

By: _____
City Clerk

Date: _____

Location:

File No.:

ACKNOWLEDGEMENT

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

)
)ss
)

On 02/24/2025 before me, Jeff Jacobs, Notary Public,

personally appeared Carlos Serra,

who proved to me on the basis of satisfactory evidence to be the persons(s) whose name(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 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

Jeff Jacobs (Seal)

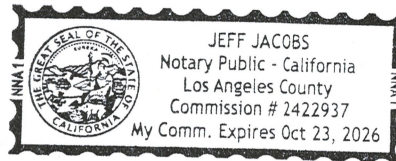


EXHIBIT "A"

(LEGAL DESCRIPTION) RIGHT OF WAY DEDICATION

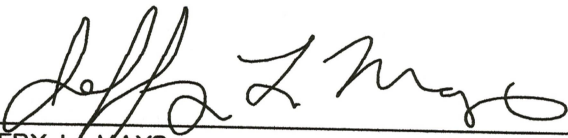
THAT CERTAIN PORTION OF THE DEED RECORDED DECEMBER 29, 2023 AS INSTRUMENT NO. 20230919200 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 25 FEET OF PARCELS 1, 2 AND 3 OF SAID DEED.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 8,269 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.


JEFFERY L. MAYS
EXP: 12/31/24
DATED: 4/3/24
L.S. NO. 6379



SHEET <u>1</u> OF <u>2</u>	SCALE: N.T.S.	JRN CIVIL ENGINEERS 232 AVENIDA FABRICANTE, SUITE 107 SAN CLEMENTE, CALIFORNIA 92672 (949) 248-4685 FAX (949) 248-4687
	DATE: 4/3/2024	
FILE NO. 22363-A	DRAWN BY: DLM	
CHKD. BY: JRN		

EXHIBIT "B"

(PLAT)

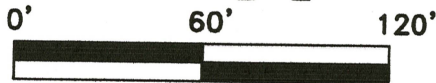
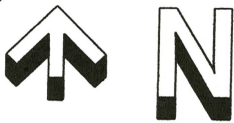
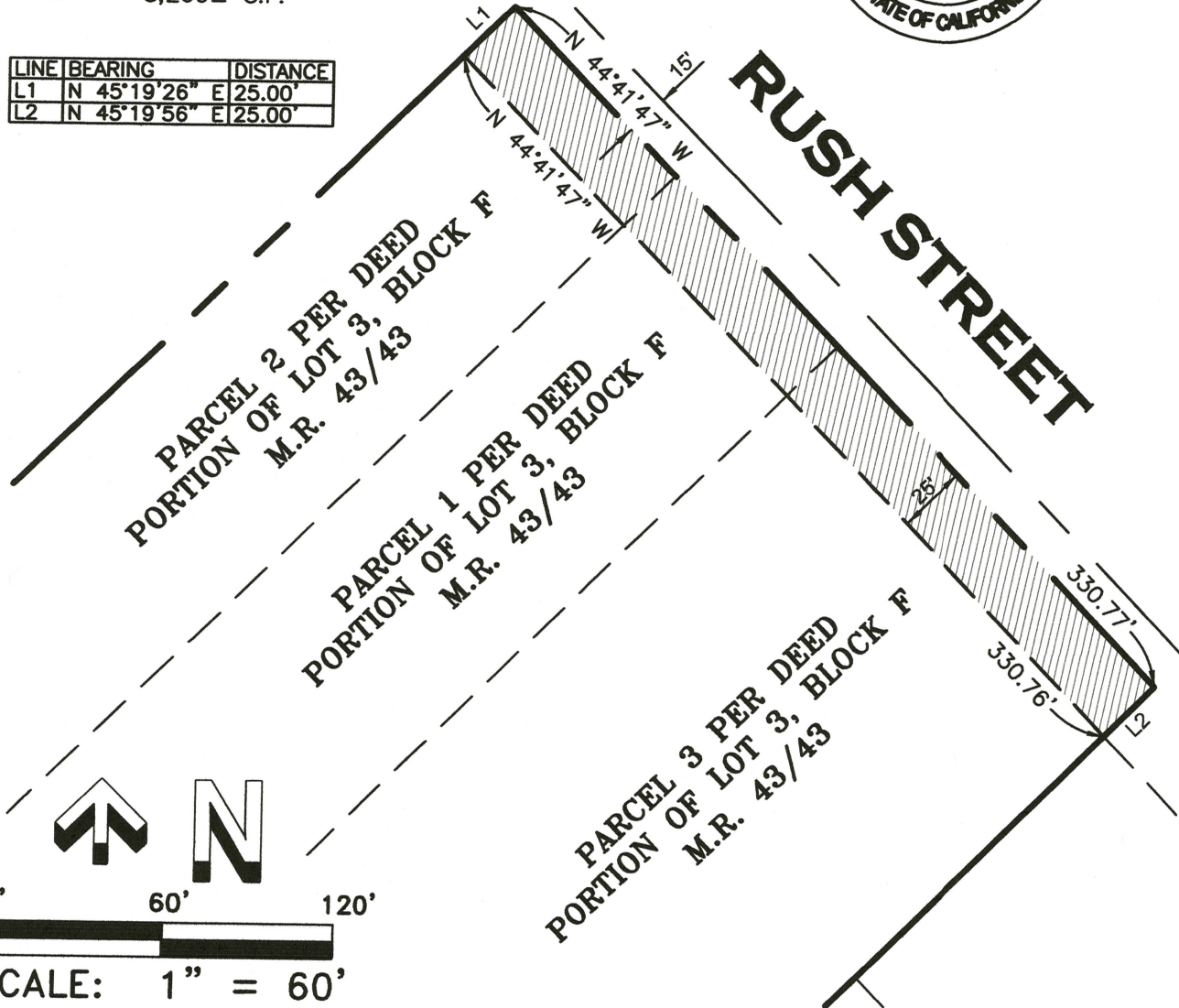
LEGEND:

DEED - INSTRUMENT NO.
20230919200, O.R.
E. - EAST
N. - NORTH
P.M.B. - PARCEL MAP BOOK
S. - SOUTH
S.F. - SQUARE FEET
W. - WEST



- DEDICATION AREA
8,269± S.F.

LINE	BEARING	DISTANCE
L1	N 45°19'26" E	25.00'
L2	N 45°19'56" E	25.00'



SCALE: 1" = 60'

SHEET 2
OF 2

SCALE: 1' = 60"

DATE: 4/3/2024

FILE NO.
22363-A

DRAWN BY: DLM

CHKD. BY: JRN

JRN CIVIL ENGINEERS

232 AVENIDA FABRICANTE, SUITE 107
SAN CLEMENTE, CALIFORNIA 92672

(949) 248-4685 FAX (949) 248-4687

ATTACHMENT D
PLANNING COMMISSION

RESOLUTION NO. 24-05

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (NO. 23-06) ALLOWING FOR THE CONSTRUCTION OF A 103,108 SQUARE FOOT WAREHOUSE AND OFFICE BUILDING LOCATED AT 11214 RUSH STREET

WHEREAS, Rexford Industrial – 11234 Rush, LLLP (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) to construct a 103,108 square foot warehouse, and office building (“Project” or “proposed Project”) located at 11214 Rush Street, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.03.060, the Project requires Planning Commission review and approval because the Project consists of request for a CUP; and

WHEREAS, a public hearing was held before the Planning Commission on August 20, 2024, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1: The Planning Commission hereby finds that the adoption of Resolution 24-05 is exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act (Public Resources Code §21080(b)(9); Administrative Code, Title 14, Chapter 3, §15332, Class 32, In-Fill Development Projects). Class 32 consists of projects characterized as in-fill development. The Planning Commission finds that the Project is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development.

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.03.060 requires that the Planning Commission find that the proposed Project shall not be detrimental to persons or properties in the immediate vicinity nor to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired.

D. The construction and operation of the warehouse, and office building should not become a nuisance to surrounding properties.

SECTION 3: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated August 20, 2024, which is hereby incorporated into this Resolution 24-05 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project meets the requirements of SEMMC Chapter 17.09 and will not be detrimental to the public health, safety, or welfare, nor will it adversely affect property values or the present or future development of the surrounding areas. The conditions that are included in this resolution, as well as the fact that many of the surrounding parcels are industrial uses, ensures that this will hold true in the future.

B. Pursuant to SEMMC Section 17.03.060, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. This is because the Project will be required to operate in a way that does not negatively impact the area through conditions imposed.

C. As conditioned, the Project represents a quality establishment that will be compatible with surrounding commercial and manufacturing uses, the surrounding area, and the goals of the City. The proposed Project will contribute to the general well-being of the City in that the Project benefits neighboring uses and will be an asset to the surrounding area, as well as to the rest of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

D. As conditioned, the proposed Project is consistent with the City's General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- a) Policy 1.5: *Continue to provide opportunities for establishment and expansion of a broad range of industrial businesses within those areas of the City designated for industrial.* This Project will serve the area by creating a single location for storage, wholesale, and operations for new businesses to establish their operations within the area. This new development along with the newly adopted zoning code will allow new businesses to flourish in the City.
- b) Goal 2: *Focus new revenue-generating development in those areas of the City with high visibility.* The proposed Project will in-fill an underutilized parcel and provide a new warehouse/wholesale development to complement the existing adjacent sites along the already established Rush Street industrial corridor.
- c) Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a warehouse, office, and wholesale that fits with the surrounding uses. Adjacent to north, south, and east of the Project site similar uses and types of buildings are already established. The proposed Project will complement existing development and will provide facilities for similar types of uses.
- d) Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties.* The new development will not only provide a new 103,108 square foot building on a property that has lain vacant for many years but, will also provide off street improvements by restoring existing street pavement along the length of the property frontage and side to

the centerline of the street on Rush Street and Leafdale Avenue and new sidewalk, curb ramps, curb and gutter, and driveways would be newly constructed as well.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-06) to construct a 103,108 square foot warehouse, and office, building subject to the following conditions:

General Conditions

1. The Applicant and the business entity allowed for hereunder shall indemnify, defend, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits, or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation, or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant and the business entity allowed for hereunder shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not utilized or where some form of construction pursuant to issuance of a building permit has not commenced within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all Municipal Code provisions.

Planning Conditions

5. All buildings and walls must be finished with graffiti resistant materials. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 48 hours of discovery or notice from the City.
6. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large, discarded items that may have collected in the Property's parking area and public right-of-way.
7. The Applicant shall maintain all required permits and licenses in good standing.
8. The Applicant understands that any violation of the foregoing conditions shall be grounds for the suspension or revocation of the CUP.
9. The construction site shall always be kept in a clean manner prior, during, and after

construction.

10. The Applicant shall develop the Property as shown in the site plan and landscaping plan approved by the Planning Commission.
11. The Applicant shall provide a detailed landscape and irrigation plan, prepared by a registered Landscape Architect to the Community Development Director for review and approval prior to submitting the plans to the Building Division.
12. The Applicant shall install drought tolerant landscaping in strict compliance with a landscape plan prepared by a Landscape Architect drawn at a minimum scale of 1"=10' which will include all proposed softscape elements (included areas of ornamental plantings and turf areas), with the perimeter planting design for the exterior of building. The Applicant shall incorporate the following into the landscape plan:
 - a. Enclose all planters within parking lot areas with raised six-inch P.C.C. curbs, except at sidewalks.
 - b. Provide an automated underground irrigation system for all landscaped areas.
 - c. Provide adequate landscaping to completely screen all ground mounted mechanical equipment
13. All exterior doors shall be lit with a minimum of one-foot candle power of intensity and constructed of tamper-resistant fixtures.
14. The Applicant shall have no outside storage of material or equipment during or after hours in the required parking lot areas or near the front entrance of the Property visible from Rush Street.
15. There shall be no loading or unloading of materials on the public right of way (Rush Street).
16. There shall be no queuing or parking of vehicles on or along Rush Street as a result of this development.
17. At no time shall the site store inoperable freight trucks or vehicles in its parking areas either within the vehicle spaces or the freight truck spaces.
18. No repair of vehicles or freight trucks shall occur at any time.
19. All exterior lights on the property shall be LED and shall be directed, positioned, and/or shielded such that they do not illuminate surrounding properties and/or the public right of way.
20. For security purposes, lighting shall be placed in such a way as to illuminate the area surrounding the trash enclosure(s), transformer, and all vehicle parking spaces. This lighting shall be un-switched and photo sensor controlled.
21. Any bollards on the site visible from the public right of way shall be decorative in nature and shall be approved by the Director of Community Development or designee.

22. Noise generated from the site shall comply with the South El Monte Municipal Code 8.20.
23. The Applicant must incorporate a copy of these conditions of approval into the approved set of building plans.
24. The consolidation of parcels shall be finalized and recorded prior to the issuance of building permits.

Public Works Conditions

- PW1. The second sheet of building plans, grading plans and/or offsite improvement plans shall list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- PW2. A geotechnical and soils investigation report is required. The duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- PW3. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
- PW4. A grading and drainage plan shall be approved prior to the issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- PW5. LID review shall be completed prior to submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.
- PW6. Replace the existing curb ramp and cross gutter at the corner of Rush Street & Leafdale Avenue with new curb ramp and cross gutter in accordance with SPPWC Standard Plans and as directed by the City Engineer or his/her designee.
- PW7. No portion of the driveway and/or parkway drain shall encroach to the frontage of the adjacent property.

- PW8. Reconstruct the driveway approach located at 11214 Rush St in accordance with SPPWC Standard Plan 110-2 and as directed by the City Engineer or his/her designee.
- PW9. Close existing driveway approach and install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
- PW10. Remove and replace sidewalk along the length of the property frontage in accordance with SPPWC standard plan 113-2 and as directed by the City Engineer or his/her designee.
- PW11. Install an irrigation system and landscape the designated parkway area and as directed by the City Engineer and/or his/her designee.
- PW12. Protect and maintain existing street trees through the duration of the Project. Existing street trees must be maintained in healthy condition through the duration of any planning and construction. Trees should be deemed healthy and in good condition upon the conclusion of any construction in order for the Project to be accepted as completed by the Public Works Department.
- PW13. Remove and replace curb and gutter along the length of the property frontage in accordance with SPPWC Standard Plan 120-2 and as directed by the City Engineer or his/her designee.
- PW14. The approved building address shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.
- PW15. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee.
- PW16. Rehabilitate existing AC street pavement along the length of the property frontage and side to the centerline of the street on Rush Street and as directed by the City Engineer or his/her designee. Grind existing pavement to a depth of 2" and overlay new AC or pay an in-lieu fee in the amount of a City approved Engineer's Estimate prepared by the Project Engineer of Record for the required AC rehab to the City. ADA, sidewalk, curb ramps, curb and gutter, and driveway approaches shall be constructed to facilitate drainage and comply with ADA regulations.
- PW17. Underground all utility services to the property and adjacent to the property along Rush Street.
- PW18. The Project shall be reviewed and approved by the City Traffic Engineer prior to the issuance of permits. Any mitigation measures shown on the traffic study if any shall be made at the sole cost to the property owner/developer. The designer should consider the largest design vehicle that is likely to use that facility in determining the radii required at intersections, roadways, and driveways. Scaled truck turning templates shall be used to delineate the swept width and tracking width of the design vehicle.
- PW19. When planting or constructing walls or fences be aware that each side of Project driveways should have clear corner sight distance with low vegetation (less than 36" drivers height sitting in a car) and walls that do not obscure the view of exiting vehicles or trucks.

PW20. Submit a Focused Access and Parking analysis memo which addresses the comments provided in the Traffic Assessment comments from March 15, 2024.

PW21. Refresh the red curb on Rush Street.

Building Division Conditions

- B1. Plans prepared in compliance with the current Codes shall be submitted to Building Division for review prior permit issuance.
- B2. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
- B3. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
- B4. The building shall be addressed as 11214 Rush Street, and an application to assign unit numbers shall be filed with City prior to plan check submittal.
- B5. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
- B6. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
- B7. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
- B8. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
- B9. A grading and drainage plan shall be approved by Engineering Division prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

- B10. Prior submitting grading plans to Engineering Department, LID review shall be completed.
- B11. An allowable building area analysis shall be provided in accordance with Chapter 5 of the Building Code to justify the proposed building qualifies for Type IIIB construction. Shall the building be upgraded to a fire-resistance rated construction such as Type IIIA, the exterior walls, including the joints between the precast concrete wall panels, shall meet the fire-resistance rating requirements per Table 601 if the Building Code.
- B12. All State of California disability access regulations for accessibility shall be complied with.
- B13. The property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
- B14. Foundation inspection will not be made until the excavation has been surveyed and the depth of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- B15. Electrical plan check is required.
- B16. Mechanical plan check is required.
- B17. Plumbing plan check is required.
- B18. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
- B19. Project shall comply with the CalGreen Non-Residential mandatory requirements.
- B20. Electrical vehicle charging stations (EVCS), including accessible EVCS, and EV facilitation, including medium and heavy-duty charging, shall be provided as required by Section 5.106.5 of the CalGreen Code.
- B21. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.
- B22. Demolition permit is required for any existing buildings which are to be demolished.
- B23. A separate permit is required for each detached structure, including but not limited to perimeter fences and gates.
- B24. All fire sprinkler hangers must be designed, and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250-pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.

- B25. Separate permit is required for Fire Sprinklers.
- B26. City records indicate the proposed site is a combination of lots under common ownership. A parcel merger by document shall be processed prior to issuance of the building permit.

Los Angeles County Fire Department Conditions

1. Submitted plans shall correspond with the plans approved by the County of Los Angeles Fire Department Fire Prevention Division Land Development Unit.
2. Install four (4) private 6"x 4"x 2 1/2" Fire Hydrants conforming to American Waterworld Association Standard C503. Required Fire Flow 4,000 GPM @ 20PSI for Four (4) hours.

County of Los Angeles Sheriff's Department Conditions

1. Installation of security cameras and building lights with motion sensors shall be placed around the proposed development where feasible to reduce opportunities of criminal activities. Cameras and lighting shall be placed in such a way where law enforcement can adequately identify vehicle license plates upon entry/exit to the site.
2. Height of hedge-type plants shall be limited to allow visibility from the street. Landscaping shall not block building addresses from street patrol car line of sight.
3. Provide numerical addresses in a font size on the corner of the building that can be easily viewed and read from the street.
4. During construction of the Project emergency access shall be maintained at all times.

SECTION 5: Any interested party may appeal this decision to the City Council pursuant to Section 17.03.060 of the South El Monte Municipal Code.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024.



Chairman

ATTEST:



Secretary

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-05 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 20th day of August 2024.

AYES: Barrera, Tang, Lares, Vice Chair Ortiz
and Chair Rodriguez

NOES: None


Secretary



City Council Agenda Report

Agenda Item No. 7.e.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Danilo Batson, Interim Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-043, AUTHORIZING THE PURCHASE OF THREE (3) FORD F-150 VEHICLES FOR THE PUBLIC WORKS DEPARTMENT FROM KEN GRODY FORD OF BUENA PARK, CALIFORNIA

SUMMARY: The Public Works Department is responsible for the oversight and maintenance of the City's infrastructure, including city roadways, public buildings, landscaped areas, and vehicles. The Department seeks approval to purchase three (3) new 2025 Ford F-150 Pick-up Trucks this fiscal year instead of next fiscal year due to inflation and supply chain issues expected from the recent global tariffs, utilizing General Fund Public Works Department Vehicle Maintenance Division – Vehicle Expenditures (Account No. 01.01.0170.6010), as the General Fund will still be balanced for the current year.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve Resolution No. 25-043, approving the purchase of three (3) F-150 Ford Pick-up Trucks from Ken Grody Ford of Buena Park, California; and
2. Authorize the City Manager to negotiate and execute all requisite documents for the purchase.

FISCAL/FINANCIAL IMPACT: The City will be utilizing General Fund Balance to purchase these new 2025 F-150 Pick-up Trucks. Three (3) vehicles have a total estimated cost of \$134,683.00 plus tax and license, for one (1) Ford F-150 Super Crew and two (2) F-150 Regular Cab. The amount will come from General Fund under Public Works Department Vehicle Maintenance Division – Vehicle Expenditures (Account No. 01.0170.1770.6010) for FY 2024-2025.

DISCUSSION: The Public Works Department is responsible for the oversight and maintenance of the City's infrastructure, including city roadways, public buildings and landscaped areas. In order to continue to maintain and care for the City's infrastructure, as well as, providing essential services to the community, the Department needs a

reliable fleet of vehicles. The proposed three (3) new vehicles will replace three (3) aging vehicles.

Due to inflation and supply chain issues expected from the recent global tariffs, staff is recommending the purchase of the new 2025 Ford F-150 Vehicles be made this fiscal year rather than next fiscal year to save cost. The amount will come from General Fund Public Works Department Vehicle Maintenance Division – Vehicle Expenditures (Account No. 01.0170.1770.6010) for FY 2024-2025, as the General Fund will still be balanced for the current year. Staff obtained three (3) bids to comply with the City’s purchasing policy and municipal code. Quotes were obtained from Ken Grody Ford (Buena Park), Villa Ford (Tustin) and Ford of Montebello (Montebello) (see attached Vendor Quotes). Staff recommends Ken Grody Ford as the best qualified vendor pursuant to the City’s purchasing policy.

The Resolution authorizes the City Manager to negotiate and execute the agreement with Ken Grody Ford for the purchase of three (3) 2025 Ford F-150 Vehicles in the amount of \$134,683.00.

ATTACHMENT(S):

- A. Resolution No. 25-043
- B. F-150 Procurement

ATTACHMENT A

RESOLUTION NO. 25-043

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE PURCHASE OF THREE (3) PUBLIC WORKS VEHICLES FROM KEN GRODY FORD, BUENA PARK, CALIFORNIA

WHEREAS, the City of South El Monte (“City”), Public Works Department, operates and maintains a fleet of work vehicles for the purpose of inspecting, maintaining, and operating City facilities, utilities and related infrastructure; and

WHEREAS, among the City’s fleet of work vehicles, there are three vehicles that are aging and need to be replaced to ensure that City staff may continue to efficiently, timely and safely maintain public services; and

WHEREAS, Chapter 3.16 of the South El Monte Municipal Code and Purchase Manual govern the purchase of supplies, equipment, and services; and

WHEREAS, pursuant to the City’s Purchasing Manual, City Staff may secure three (3) written quotes from vendors for the purchase of supplies, equipment, and services; and

WHEREAS, City staff secured quotes from Ken Grody Ford, Villa Ford, and Ford of Montebello for three (3) public works vehicles; and

WHEREAS, City staff determined Ken Grody Ford was the best qualified vendor with the lowest purchase price pursuant to the City’s Purchasing Policy; and

WHEREAS, City staff now requests approval of the purchase of three (3) F-150 Pick-up Trucks in the amount of \$134,683.00

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE
HEREBY RESOLVES:**

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby approves the purchase of the three (3) F-150 Pick-up Trucks in the amount of \$134,683.00 from Ken Grody Ford.

SECTION 3. The City Council authorizes the City Manager to negotiate and execute the agreement with Ken Grody Ford for the purchase of the three (3) 2025 Ford F-150 Vehicles in the amount of \$134,683.00.

SECTION 4. The City Council hereby approves the use of the General Fund for the purchase of the three (3) 2025 Ford F-150 Vehicles in the amount of \$134,683.00.

PASSED, APPROVED AND ADOPTED this 6th day of May 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, hereby certifies that the foregoing Resolution, being Resolution No. 25-043, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 6th day of May 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk



ATTACHMENT B
City of South El Monte
Informal Procurement Sheet

Vendor Quotes

Prepared by: Alex Aguila

Department: Public Works

Account No.: _____

Date: 4/14/2025

Vendor(s) Information	QUOTE No. 1	QUOTE No. 2	QUOTE No. 3
Vendor Name	Ken Grody Ford	Villa Ford	Ford of Montebello
Address	6211 Beach Blvd.	2550 N. Tustin Street	2747 Via Campo
City & State	Buena Park, CA	Orange CA, 92865	Montebello CA, 90640
Person/Internet Quote	Travis White	Toreno Winn	Edward Magana
Contact Information	714-455-3499	714-637-8222	888-313-2305
Date information obtained	4/11/2025	4/14/2025	4/11/2025
Products/services to be purchased	2025 F-150 Supercrew XL 6.5 bed	2025 F-150 Supercrew XL 6.5 bed	2025 F-150 Supercrew XL 6.5 bed
Products/Services Quantities	1	1	1
Discounts/Rebates:	Commercial pricing	Commercial pricing	Commercial pricing
Additional Information:	N/A	N/A	N/A
Availability of Product	In stock	In stock	In stock
Terms: The duration of the price or rate quotation	30 days	30 days	30 days
Total Cost:	\$53,397	\$54,877	\$61,545

staff recommends Ken Grody Ford truck is available in stock.

Approved By: _____

City Manager - Date

Approved By: _____

Finance Director - Date

Approved By: _____

Department Head - Date

Reviewed By: _____

Department Supervisor - Date



CITY OF SO ELMONTE
2025 FORD F-150 XL
VIN: 1FTFW1L57SKD27931
STOCK #: F50396
SALESPERSON: TORENO WINN
4/14/2025 11:34 AM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Market Value	52,985.00
Discount Savings	-3,435.00
Vehicle Price	49,550.00
Sales Tax	5,326.63
Due On Delivery	54,876.63
Tax: CA 10.75% TAX	10.75 %

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: CA 10.75% Tax

X _____
Customer Signature Date

BUYER		CO-BUYER		Deal #:	
CITY OF SOUTH EL MONTE 1415 SANTA ANITA AVE SOUTH EL MONTE, CA 91733-3311 Work #: (626) 579-6540 Email: AAGUILA@SOELMONTE.ORG				149674	
				Deal Type: Retail	
				Deal Date: 04/11/2025	
				Print Time: 03:19pm	
Salesperson:					
VEHICLE					
New	☒	Stock #:	Description:	VIN:	Mileage:
Used	☐	550344	2025 FORD TRUCK F-150 SERIES	1FTFW1L53SKD82084	16
Demo	☐				
TRADE					
AFTERMARKETS					
ALARM VR		\$	1,790.00	Sale Price:	
WHEEL LOCKS		\$	199.00	\$ 52,765.00	
				Total Financed Aftermarkets:	
				\$ 1,989.00	
				Total Trade Allowance:	
				\$ 0.00	
				Trade Difference:	
				\$ 54,754.00	
				Doc Fee:	
				\$ 85.00	
				State & Local Taxes:	
				\$ 5,895.20	
				Total License and Fees:	
				\$ 810.75	
				Total Cash Price:	
				\$ 61,544.95	
				Total Trade Payoff:	
				\$ 0.00	
				Delivered Price:	
				\$ 61,544.95	
				Cash Down Payment + Deposit:	
				\$ 0.00	
				Sub Total:	
				\$ 61,544.95	
				Service Agreement:	
				\$ 0.00	
				Maintenance Agreement:	
				\$ 0.00	
				GAP Insurance:	
				\$ 0.00	
				Credit Life, Accident & Health:	
				\$ 0.00	
				Other:	
				\$ 0.00	
				Amount Financed:	
				\$ 61,544.95	
Total Aftermarkets:		\$	1,989.00		
Rate:			0.00%		
Amount Financed:		\$	61,544.95		

KEN GRODY FORD

ALEX @ CITY OF EL MONTE
2025 F150 CREW XL 4X4 6.5 BED
STOCK #: SKD30169
SALESPERSON: TRAVIS WHITE FLEET
MANAGER
4/11/2025 4:11 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Market Value	51,970.00
Discount Savings	-3,883.00
Vehicle Price	48,087.00
Document Prep Fee	119.00
Tire/Battery/VTR Fee	8.75
Sales Tax	5,182.15

Due On Delivery	53,396.90
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Tax: 10.75%TAX	10.75 %
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On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 10.75%Tax



City of South El Monte
Informal Procurement Sheet

Vendor Quotes

Prepared by: Alex Aguila

Department: Public Works

Account No.: _____

Date: 4/14/2025

Vendor(s) Information	QUOTE No. 1	QUOTE No. 2	QUOTE No. 3
Vendor Name	Ken Grody Ford	Puente Hills Ford	Huntington Beach Ford
Address	6211 Beach Blvd.	17340 Gale Ave.	18255 Beach Blvd.
City & State	Buena Park, CA	City of Industry, CA 91748	Huntington Beach ,CA 92648
Person/Internet Quote	Travis White	Anthony Rodriguez	Joshua Banda
Contact Information	714-455-3499	562-668-4443	562.882.4467
Date information obtained	4/11/2025	4/11/2025	4/12/2025
Products/services to be purchased	2025 F-150 Reg. Cab	2025 F-150 Reg. Cab	2025 F-150 Reg. Cab
Products/Services Quantities	1	1	1
Discounts/Rebates:	Commercial pricing	Commercial pricing	Commercial pricing
Additional Information:	N/A	N/A	N/A
Availability of Product	In stock	In stock	In stock
Terms: The duration of the price or rate quotation	30 days	30 days	30 days
Total Cost:	\$40,643	\$41,306	\$42,390

staff recommends (2) trucks, one at Ken Grody Ford and second truck from Puente Hills Ford

Approved By: _____
City Manager - Date

Approved By: _____
Finance Director - Date

Approved By: _____
Department Head - Date

Reviewed By: _____
Department Supervisor - Date

KEN GRODY FORD

ALEX @ CITY OF EL MONTE
2025 F150 REG CAB 8' BED
STOCK #: SKD12359
SALESPERSON: TRAVIS WHITE
4/11/2025 4:18 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Market Value	39,345.00
Discount Savings	-2,774.35
Vehicle Price	36,570.65
Document Prep Fee	119.00
Tire/Battery/VTR Fee	8.75
Sales Tax	3,944.14

Due On Delivery	40,642.54
-----------------	-----------

Tax: 10.75%TAX	10.75 %
----------------	---------

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 10.75%Tax



CITY OF SOUTH EL MONTE
2025 FORD F-150 XL
VIN: 1FTMF1KP9SKD80768
STOCK #: 250234
4/11/2025 11:35 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 10.75% Tax

CASH PURCHASE

Market Value	40,040.00
Discount Savings	- 2,866.75
Vehicle (after Savings)	37,173.25
Taxes / Fees	4,133.01
Due On Delivery	41,306.26

PURCHASE DETAILS

Market Value	40,040.00
Discount Savings	- 2,866.75
Net Vehicle Price	37,173.25

TAXES AND FEES

Document Prep Fee	85.00
License/Title	34.00
Tire/Battery/VTR	8.75
Sales/Use Tax	4,005.26
TOTAL	41,306.26

Thank you, for choosing Puente Hills Ford.

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 4/11/2025.
FOR INTERNAL USE ONLY

Puente Hills Ford -- (626) 964-3673

01.06.78.41

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FROM **Huntington Beach Ford**
18255 Beach Blvd
Huntington Beach, CA 92648
(888) 516-4195

VEHICLE **New 2025 Ford**
F-150 XL
VIN: 1FTMF1KP6SKD36341
Exterior: Oxford White
Stock Number: 25144
ODO: 1

FOR **Alex Aguila**
1415 santa anita Ave.
El Monte, CA 91733
(626) 342-8828
aaguila@soelmonte.org

PRICE DETAILS

MSRP / Retail	\$40,540.00
"A" Plan Member Discount	-\$2,937.75

Sales Price	\$37,602.25
--------------------	--------------------

Taxes	Based on 91733 zip	\$4,052.32
Doc Fee		\$85.00
Tire Fee		\$8.75
Est. DMV License And Registration Fee		\$609.16
EVR		\$33.00

Amount Financed	\$42,390.48
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Payment	\$42,390.48
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CUSTOMER

DEALER REPRESENTATIVE

X

Signature Date

X

Signature Date

X

Signature Date



City Council Agenda Report

Agenda Item No. 7.f.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk, Susie Altamirano, Interim City Attorney

SUBJECT: CONSIDERATION AND ADOPTION OF SECOND READING OF ORDINANCE NO. 1281, ESTABLISHING A CITY HOMELESS COMMISSION.

SUMMARY: Staff is seeking City Council to adopt second reading of Ordinance No. 1281, Establishing a City Homeless Commission.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1281, Establishing a City Homeless Commission

FISCAL/FINANCIAL IMPACT: Staff estimates a total of \$500 fiscal impact in this Fiscal Year. Staff will budget \$6,000 in FY 2025-2026.

DISCUSSION: At its Regular City Council Meeting of March 18, 2025, the City Council provided staff direction to bring back an Ordinance establishing a City Homeless Commission with five (5) members and shall hold meetings monthly. The item was introduced for first reading at its April 15, 2025 City Council Meeting.

ATTACHMENT(S):

A. Ordinance No. 1281

ORDINANCE NO. 1281

AN ORDINANCE OF THE CITY OF SOUTH EL
MONTE ESTABLISHING A CITY HOMELESS
COMMISSION

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

Section 1: Chapter 2.52 (Homeless Commission) is hereby added to Title 2
(ADMINISTRATION AND PERSONNEL) of the South El Monte Municipal Code to read as
follows:

Chapter 2.52

HOMELESS COMMISSION

2.52.010 Commission created.

The City of South El Monte hereby creates a homeless commission to act in an advisory
capacity to the City Council.

2.52.020 Membership.

The homeless commission shall consist of five (5) city residents 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 (1) 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.

2.52.030 Compensation of members.

Each member of the homeless commission shall be compensated at such rate as the city
council may from time to time fix by resolution.

2.52.040 Absence from meetings.

If, without cause, a member of the homeless commission is absent from three (3)
successive meetings of the commission, other than by permission of the commission expressed in
its official minutes, the office of such a member shall be deemed to be vacant and the term of such
member terminated. The homeless commission shall immediately inform the city council of such
termination.

2.52.050 Absence for cause.

An absence due to illness or an unavoidable absence from the city shall be deemed
absence for cause if written notice thereof is sent to the homeless commission on or before the
day of any regular meeting of the commission.

2.52.060 Regular meeting.

A regular meeting as provided by law or by rule of the homeless commission shall be deemed a regular meeting for the purpose of this chapter.

2.52.070 Organization.

The homeless commission shall elect its chairperson from among its appointed members for a term of one year, and subject to other provisions of law, may create and fill such other offices as it may determine. The homeless commission shall adopt rules for transaction of business and shall keep a record of the resolutions, transactions, findings and determinations, which record shall be a public record.

2.52.080 Purpose.

- A. The homeless commission shall act in an advisory capacity to the city council in all matters and efforts to address, assist and alleviate the growing population of unhoused individuals, or those on the verge of becoming unhoused, residing in the City.
- B. To accomplish its purpose, the homeless commission may:
 - 1. Identify short-term and long-term strategies to decrease the homelessness and provide guidance and direction to the city council regarding the adoption and/or implementation of policies respective to those issues;
 - 2. Confer with local, state and federal organizations and programs in response to homelessness and disseminate information regarding relevant policies, organizations or events to help strengthen the city's own policies and strategies; and
 - 3. Provide a platform for the city to directly engage and foster cooperation with the homeless population in the community.

2.52.090 Amendment by Ordinance.

This chapter may be amended by Ordinance of the City Council

Section 2: The City Clerk shall certify to the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this 6th day of May 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. 1281, was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 15th day of April 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 6th day of May 2025, by the following vote:

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

Adrian Garcia, MMC, City Clerk



City Council Agenda Report

Agenda Item No. 7.g.

DATE: May 6, 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 ADOPTION OF SECOND READING OF ORDINANCE NO. 1282, AMENDING CHAPTER 3.16 OF TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING THE PURCHASE OF SUPPLIES, EQUIPMENT, AND SERVICES

SUMMARY: Purchasing Ordinance Amendment

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1282, amending Chapter 3.16 of Title 3 of the South El Monte Municipal Code regarding the purchase of supplies, equipment, and services.

FISCAL/FINANCIAL IMPACT: No fiscal impact.

DISCUSSION: On December 8, 2015, the City adopted Ordinance No. 1199, amending Chapter 3.16 of Title 3 of the South El Monte Municipal Code regarding purchase of supplies, equipment, and services. Section 3.16.025 currently states (*italicized below*):

3.16.025 – *Currently adjusted maximum.*

The “currently adjusted maximum” is the maximum unit price of an individual item that the city manager may purchase without submitting to formal competitive bidding procedures as defined in this chapter. The currently adjusted maximum shall have an initial limitation of \$25,000. Annually, commencing July 1, 2016 and each July 1 thereafter, the currently adjusted maximum shall be adjusted based upon the increase or decrease in the cost of living as determined by the April report of the Consumer Price Index For Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County CMSA as issued by the Bureau of Labor Statistics, rounded to the nearest 100 dollars. On or before June 15 of each year, the finance director shall calculate the increase or decrease in the Consumer Price Index, and shall send a memorandum to the city council, with copies to the city clerk and city attorney, notifying them of the currently adjusted maximum to take effect on July 1 of that year.

Unfortunately, the consumer price index referenced in Section 3.16.025 has not been in

publication since 2017, so in practice, the City has been using the CPI-U for Los Angeles-Long Beach-Anaheim instead to estimate the “currently adjusted maximum” without officially adopting a new one each fiscal year. However, this moving target creates a problem as the City cannot know for sure what the “currently adjusted maximum” is. Using the February 2025 CPI-U for Los Angeles-Long Beach-Anaheim, the “currently adjusted maximum” would be \$34,484.24, while inflation is expected to rise in the future should the U.S. tariffs go into effect.

Also, there are a few other sentences in Chapter 3.16 of which the City no longer follows. For example, Section 3.16.080 regarding purchase orders states, “All purchases of materials, supplies and services shall be by serially numbered purchase orders authorized by the signature of the ordering department head and the city manager or his or her designee,” with few exceptions. However, in practice, the City solicits quotes and bids from vendors, and accepts those quotes and bids, sometimes without a purchase order. The City issues a purchase order when its facilities have already received a quote. Also, under contract law, a purchase order is considered an “offer” without the other components of a legally enforceable, binding contract, such as acceptance, consideration, delivery, and title transfer.

In order to streamline the purchasing practice of the City by reducing confusion, redundancy, and having a clear threshold for all users to know and follow, staff is recommending the City Council consider and approve amending Chapter 3.16 of the South El Monte Municipal Code redlined as Attachment A.

On April 15, 2025, the City Council waived the first reading and approved the adoption of Ordinance No. 1282, amending Chapter 3.16 of Title 3 of the South El Monte Municipal Code regarding the purchase of supplies, equipment, and services.

ATTACHMENT(S):

A. Ordinance No. 1282 Purchasing Supplies, Equipment, Services_04032025

ORDINANCE NO. 1282

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
AMENDING CHAPTER 3.16 OF THE SOUTH EL MONTE MUNICIPAL
CODE REGARDING THE PURCHASE OF SUPPLIES, EQUIPMENT, AND
SERVICES

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

Section 1. Chapter 3.16 (“Purchase of Supplies and Equipment”) of Title 3 (“Revenue and Finance”) of the South El Monte Municipal Code is hereby amended to read as follows:

“Chapter 3.16 – PURCHASE OF SUPPLIES, EQUIPMENT, AND SERVICES”

Sections:

- 3.16.010 Policy.
- 3.16.015 Applicability.
- 3.16.020 Authority and responsibility.
- 3.16.025 ~~Currently adjustment maximum~~City manager approval threshold.
- 3.16.030 Written contract requirements for services.
- 3.16.040 Formal contract procedure.
- 3.16.050 Open market procedure.
- 3.16.060 Use of vendors selected by another agency.
- 3.16.070 Professional Services.
- 3.16.080 ~~Purchase orders~~Form contracts.
- 3.16.090 ~~Confirming purchase orders~~Emergency purchases.
- 3.16.100 Payment of invoices.
- 3.16.110 Sale of obsolete personal property.
- 3.16.120 Exceptions.
- 3.16.130 Inspection and testing.
- 3.16.140 Preference to local businesses.

3.16.010 – Policy.

It shall be the policy of the city to secure services, supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases and to assure the quality of purchases.

3.16.015 – Applicability.

The procedures set forth in this chapter shall not apply to contracts for “public projects” or “maintenance work” as defined in California Public Contract Code Section 22002 or any successor statute, which are governed by the procedures set forth in Chapter 3.18 (Public Projects) of this title.

3.16.020 – Authority and responsibility.

The authority and responsibility for the purchase of services, supplies, and equipment for the city shall be vested in the city manager or his or her designee. The city manager or his or her designee shall purchase services, supplies and equipment in accordance with the procedures prescribed in this chapter.

3.16.025 – ~~Currently adjusted maximum~~City manager approval threshold.

The “~~currently adjusted maximum~~City manager approval threshold” is the maximum unit price of an individual item that the city manager may purchase without submitting to formal competitive bidding procedures as defined in this chapter. ~~The currently adjusted maximum shall have an initial limitation of \$25,000. Annually, commencing July 1, 2016 and each July 1 thereafter, the currently adjusted maximum shall be adjusted based upon the increase or decrease in the cost of living as determined by the April report of the Consumer Price Index For Urban Consumers (CPI-U) for the Los Angeles Riverside Orange County CMSA as issued by the Bureau of Labor Statistics, rounded to the nearest 100 dollars. On or before June 15 of each year, the finance director shall calculate the increase or decrease in the Consumer Price Index, and shall send a memorandum to the city council, with copies to the city clerk and city attorney, notifying them of the currently adjusted maximum to take effect on July 1 of that year. The city manager approval threshold shall be \$50,000.~~

3.16.030 – Written contract requirements for services.

A. Written Contract Required. The provision of services of an estimated value greater than ~~the currently adjusted maximum~~\$50,000 shall be by written contract awarded in accordance with the procedures set forth in this chapter.

B. Special Procedures. The following special procedures shall apply to the provision of services:

1. Performance of Services on Private Property. Notwithstanding the provisions of subsection A of this section, where the provision of services requires the service provider to perform work on private property, regardless of the dollar amount of the proposed work, such services shall be by written contract, which shall include, but not be limited to, insurance and indemnity requirements satisfactory to the city attorney, awarded in accordance with the procedures set forth in this chapter.

2. Protection of City. Notwithstanding the provisions of subsection A of this section, a written contract shall be required for the provision of services, regardless of the dollar amount of the proposed services, if, in the opinion of the city manager or department director, a written contract is necessary to protect the city from increased liability that could arise from the performance of those services. Any written contract required pursuant to this subsection shall include, but not be limited to, insurance and indemnity requirements satisfactory to the city attorney.

3.16.040 – Formal contract procedure.

A. Purchases of supplies and equipment and provision of services of an estimated value greater than ~~the currently adjusted maximum~~\$50,000 shall be by written contract with the bidder who, after notice, offers the city, as determined by the city council in its sole discretion, the best combination of price and quality. For the purposes of this chapter, “notice” shall mean a notice inviting formal written competitive bids in accordance with the provisions of this section.

B. Any notice required by this section shall be published in a newspaper of general circulation printed and published in the city, or if there is none then in a newspaper serving the area. The city manager shall also mail a copy of such notice to anyone who has requested to be so notified.

C. All notices required by this section shall be published not less than ten days prior to the date specified for the opening of the bids.

D. When deemed necessary by the city manager, bidder’s security may be prescribed in the public notices inviting bids. Bidders shall be entitled to the return of bid security, provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed. The time to sign the agreement before forfeiting the bidder’s security shall be extended for delay caused by the city.

E. The city council shall award all bids under this section. On refusal or failure of the successful bidder to execute the contract, the council may award the bid to another bidder based upon the appropriate criteria provided in subsection A of this section. If for that reason the council awards the contract to another bidder, the amount of the first awardee’s security shall be applied by the city to the difference in the amount of the bid between the first awardee and the second awardee, and the surplus, if any, shall be returned to the first awardee.

F. Bids shall be submitted to the city clerk and shall be so identified on the envelope. Bids shall be submitted in writing and must be received prior to the bid closing date to be considered. Bids shall be opened at the time and place specified in the notice inviting sealed bids. The city clerk shall retain copies of all bids received by the city manager and shall make the bids available for public inspection during regular business hours for not less than two years following the bid opening. Notwithstanding the foregoing, bidder proprietary information shall not be available for public inspection.

G. The council may reject any and all bids, waive any irregularity in any bid, or re-advertise for bids.

H. If two or more bids received for supplies and equipment are for the same total amount or unit price, the council may accept the bid it considers best meets the needs of the city.

3.16.050 – Open market procedure.

Provision of services or purchase of supplies and equipment of an estimated value of ~~the currently adjusted maximum~~\$50,000 or less may be made by the city manager in the open

market without observing the formal bid procedure prescribed by Section 3.16.040 of this chapter, in accordance with the following procedures:

A. The city manager may purchase services, supplies, and equipment of an estimated value of ~~the currently adjusted maximum \$50,000~~ or less in the open market. Purchases in excess of five thousand dollars but less than or equal to ~~the currently adjusted maximum \$50,000~~ shall be based on at least three informal bids solicited annually and shall be awarded as follows:

1. Bids for the purchase of supplies and equipment shall be awarded to the lowest responsible and responsive bidder as reflected in the informal bids. The city manager may reject any and all bids, waive any irregularity in any bid, or re-solicit bids.

2. Bids for services shall be awarded to the bidder who, after the informal bid process, offers the city, as determined by the city manager in his or her sole discretion, the best combination of price and quality.

B. Informal Bid Defined. For the purposes of this chapter, “informal bid” means bids solicited by the city manager or his or her designee ~~either by direct mail request or orally by telephone. If a bidder provides a bid orally, the city manager or his or her designee shall maintain written notes or documentation confirming the receipt and content of such oral bids and shall require the bidder to provide a facsimile transmission or other written documentation confirming the substance of the oral bid.~~ Copies of all written proposals received and the city manager’s or his or her designee’s written documentation or notes confirming ~~oral~~ bids and the confirming documentation provided by the bidder(s) shall be retained for public inspection during regular business hours for not less than two years after receipt. Notwithstanding the foregoing, vendor proprietary data shall not be open for public inspection.

3.16.060 – Use of vendors selected by another agency.

The city manager may purchase services, supplies and equipment for which the city would normally follow its own bid procedures from a vendor awarded a bid by another public agency if the agency utilized procedures substantially the same as those normally utilized by the city. The amount of the purchase shall be based on the price bid in the other jurisdiction.

3.16.070 – Professional Services.

The services of attorneys, physicians, architects, engineers, consultants, auditors, or other individuals or organizations possessing a high degree of professional, specialized technical skill or expertise, may be made without following bid procedures.

3.16.080 – Purchase orders ~~Form contracts.~~

A. ~~The city attorney shall approve as to form, the general forms of contracts, notice inviting bids, general provisions of bid specifications, request for proposals, and other purchasing forms, as needed, to be used by the city. All purchases of materials, supplies and services shall be by serially numbered purchase orders authorized by the signature of the ordering department head and the city manager or his or her designee. Except in cases of emergency, the city manager shall not issue any purchase order unless there exists an~~

~~unencumbered appropriation in the fund account against which the purchase is to be charged. Use of a purchase order to streamline the ordering process is encouraged but not required. The following exceptions are allowed:~~

- ~~1. All p~~P~~urchases of less than twenty-five hundred dollars that are processed by the presentation of an invoice acceptable to and approved by the finance department;~~
2. Utility bills, rents and lease ~~purchases~~payments;
3. Purchases made by credit cards authorized by ~~the city council and issued to those employees approved by~~ the city manager, provided such purchases conform to the written policy established by the city manager or his or her designee. The customer's copy of the invoice shall be delivered to the finance director for approval for payment;
4. Purchases of supplies and equipment over ~~the currently adjusted maximum~~\$50,000 shall be by written contract;
5. Purchases of services shall conform to the applicable procedures set forth in Section 3.16.030 of this chapter.

~~B. — Multiple individual purchases not to exceed three thousand dollars each may be on a single open purchase order. The city manager may authorize open purchase orders for those vendors who are a convenient source of supply by reason of economy, proximity, delivery, or quality of services. Multiple purchases may be made by requisition on these purchase orders by any city department subject to the dollar restriction placed on single purchases and the maximum multiple limitation of \$15,000 per city fiscal year. Notwithstanding the foregoing, the city council may authorize purchase orders with a maximum multiple limitation in excess of \$15,000. Purchases on an open monthly purchase order, or from central stores when and if established by the city, shall be made by the individual authorized to make such purchases utilizing a requisition form prescribed by the finance director. The requisition form shall be dated and signed or electronically approved through the city's electronic purchasing software by the department head or an authorized representative. The single purchase limitations set forth in this subsection shall not apply to purchase orders issued for ongoing services where the city manager or the city council, as specified herein, have found that the use of a particular vendor to perform such services is in the best interests of the city as provided in Section 3.16.130(D) of this chapter.~~

3.16.090 – ~~Confirming purchase orders~~Emergency purchases.

Emergency purchases required due to natural disasters or other unforeseen circumstances may be made ~~by a confirming purchase order if so noted on the purchase order form~~according to the city's emergency operations plan. Prior approval must be given by the city manager, if available, or by the assistant city manager if the city manager is absent.

3.16.100 – Payment of invoices.

A. All invoices requiring a purchase order shall be submitted directly to the department head by the supplier of the equipment, supplies or services. Each invoice shall be

dated and signed by the department head or his or her designee and submitted to the finance director for payment.

- B. Payment disputes will be resolved by the finance director.

3.16.110 – Sale of obsolete personal property.

The city manager shall sell worn-out, scrap, or obsolete personal property, or exchange the same for, or trade in the same on new supplies and equipment, including property of all departments, by soliciting bids. No bids will be accepted from city employees or contractors. If the value of the property to be sold is of a value of \$2,000 or less, the sale shall be approved by the city manager. In the event the value of the property to be sold is more than \$2,000, the sale shall be subject to the approval of the city council.

3.16.120 – Exceptions.

Sections 3.16.040 and 3.16.050 of this chapter shall not apply to the purchase of services, supplies and equipment under any of the following circumstances:

- A. The city manager finds that such services, supplies or equipment are unique because of the quality, durability, availability, or fitness for a particular use and are available from only one source; or
- B. The city manager finds that exigent circumstances require the immediate purchase of such services, supplies or equipment;
- C. The city council finds that due to the nature of the services, supplies or equipment, bidding is not likely to result in the lowest price; or
- D. The city manager or the city council, as specified herein, determines that, due to unique circumstances or unusual factors, the award for the purchase of services, supplies or equipment from a source other than the lowest responsible bidder is in the best interest of the city.

3.16.130 – Inspection and testing.

The city manager shall require that all services, supplies and equipment are inspected and in conformity with the specifications set forth in the order or contract. The city manager shall have authority to require chemical and physical tests of samples submitted with the bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

3.16.140 – Preference to local businesses.

- A. Notwithstanding Sections 3.16.040 and 3.16.050, in the evaluation of all bids and/or costs estimates for city purchase contracts for materials, supplies, equipment or services pursuant to this chapter, or in selecting a contractor for a city contract in which the city selects a business for the contract on the basis of comparison of the price of bids or estimates, the city

shall provide local businesses with a preference as shall be determined by resolution of the city council.

B. For purposes of this section, “local business” shall mean any business which has or maintains a fixed office, distribution point, or place of business within the city and whose business address is not a post office box, and which is shown by records maintained by the city’s finance department as having secured and paid all necessary business licenses and applicable fees and taxes imposed by the city.

C. This section shall not be applicable in the following circumstances:

1. Where application of this chapter would violate or be prohibited by any applicable state or federal law;

2. Where the awarding authority finds the preference to be an unacceptable loss of government revenue or funding;

3. Where payment is made in whole or in part from sources other than city funds.

D. No person shall make any intentional misstatement or misrepresentation in order to obtain a preference under this section.”

Section 2. If any section, subsection, sentence, clause or phrase of this Ordinance 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. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 3. The City Clerk is directed to certify to the passage and adoption of this ordinance and to cause this ordinance to be posted or published as required by law.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, City Clerk

APPROVED AS TO FORM:

Susie Altamirano, Interim City Attorney

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance being Ordinance No. 1199, was duly passed and approved by the City Council of South El Monte, at a regular meeting of said Council held the 15th day of April, 2025 and that said Ordinance was passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, City Clerk



City Council Agenda Report

Agenda Item No. 7.h.

DATE: May 6, 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 CANCELLATION OF
THE REGULAR CITY COUNCIL MEETING OF MAY 20, 2025

SUMMARY: Staff is requesting the City Council cancel the City Council Meeting of Tuesday, May 20, 2025, as the City Council will be attending a business conference.

RECOMMENDED ACTION: Staff recommends the City Council cancel the City Council Meeting of Tuesday, May 20, 2025.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION: City Council will be attending a business conference.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.i.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Danilo Batson, Interim Director of Public Works

SUBJECT: DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR
THE AUTHORIZATION TO THE STATE OF CALIFORNIA
OFFICE OF EMERGENCY SERVICES

SUMMARY: Per the Office of the California Governor's Office of Emergency Services (Cal OES) grant funding authorities, a Designation of Applicant's Agent Resolution must be approved by the governing body in order to apply for federal and state funding. This includes approving authorized representatives to engage with Federal Emergency Management Agency (FEMA) and the Cal OES.

RECOMMENDED ACTION: Staff recommends City Council adopt the Designation of Applicant's Agent Resolution for Non-State Agencies and designate as the Governing Board Representatives: City Manager Rene Salas, Senior Executive Assistant to City Council/Community Liaison Dianna Gomez and Administrative Coordinator Eric Diaz.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact.

DISCUSSION: Approval of the Designation of Applicant's Agent Resolution for Non-State Agencies will help secure available funding and grant opportunities for city disasters in the City of South El Monte.

The Resolution authorizes the City of South El Monte to designate authorized agents and execute under the laws of the State of California, with the California Governor's Office of Emergency Services, for the purpose of obtaining federal financial assistance for any existing or future grant program.

ATTACHMENT(S):

A. SEM Ca-OES Designation of Applicant



CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540



May 6, 2025
Governor's Office of Emergency Services
Grants Management
3650 Schriever Avenue
Mather, CA 95655

SUBJECT: City of South El Monte Designation of Applicant Resolution

Dear CA OES Grants Management Division,

On May 6, 2025, the City Council of the City of South El Monte designated the following individuals to the "Universal" Designation Applicant's Agent Resolution (OES Form 130) due to personnel changes in the organization. The purpose of this letter is to update and inform you of the changes to the organization and properly submit the City's OES Form 130.

- City Manager: Rene Salas
- Sr. Executive Assistant to City Council/Community Liaison: Dianna Gomez
- Administrative Coordinator: Eric Diaz

Please make note of the personnel designation above in correspondence to the City of South El Monte CAL OES 130 Designation of Applicant's Agent Form. Please get in touch with our office if you required further information.

Sincerely,

Adrian Garcia
City Clerk
City of South El Monte
agarcia@soelmonte.org

Enclosure



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of South El Monte
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Sr. Executive Assistant to City Council/Community Liason, OR
(Title of Authorized Agent)

Administrative Coordinator
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of South El Monte,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of South El Monte, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 6 day of May, 2025

Rene Salas

(Name and Title of Governing Body Representative)

Dianna Gomez

(Name and Title of Governing Body Representative)

Eric Diaz

(Name and Title of Governing Body Representative)

CERTIFICATION

I, **Adrian Garcia**, duly appointed and **City Clerk** of
(Name) (Title)

City of South El Monte, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the **City Council**
(Governing Body)

of the **City of South El Monte** on the 6 day of May, 2025.
(Name of Applicant)

City Clerk

(Signature)

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



City Council Agenda Report

Agenda Item No. 8.a.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Interim Director of Community Development

SUBJECT: APPEAL OF PLANNING COMMISSION REVOCATION OF
CONDITIONAL USE PERMIT (CUP 23-03)

SUMMARY: Appeal of Planning Commission Resolution No. 24-12.

RECOMMENDED ACTION:

Staff recommends City Council uphold the Planning Commission decision approving Resolution No. 25-044, Planning Commission Resolution 24-12 revoking Conditional Use Permit No. 23-03, which allows the operation of a special event facility (banquet facility) located at 1703 Floradale Avenue.

FISCAL/FINANCIAL IMPACT: No Fiscal Impact Anticipated

DISCUSSION:

At its October 17, 2023 meeting, the Planning Commission adopted Resolution No. 23-04 that allowed for establishment of a special event facility in conjunction with a Party Rental business ("Project"). Conditional Use Permit ("CUP") No. 23-03 detailed all conditions applicable to the business, Rustic & Chic, located at 1703 Floradale Avenue ("Property"). The requirement for a three-month review was established to allow for the Planning Commission to review how the business has operated after the establishment of a use and to evaluate whether the use negatively impacts surrounding uses.

On November 14, 2023, based upon an appeal brought by some members of the City Council, the City Council reviewed the CUP and voted to uphold the Planning Commission's decision approving the CUP.

On March 19, 2024, staff provided an update on the progress of the Project and found that the applicant had fulfilled the following:

- Parking agreement with the school district
- Established payment plan to pay-off fines
- Submit plans to finalize proposed improvements to the facility
- Removed parking lot equipment.

On October 15, 2024, staff provided an update on the progress of the Project and presented tasks that the applicant has not completed and not in compliance with the established conditions of approval:

- Building permits have not been issued for the tenant improvements. The applicant has received approval for improvements but has yet to pull permits to commence work. At the Planning Commission meeting the applicant stated that they are working with the landlord to secure a long-term lease before they invest the money in making the improvements.
- Business license – The banquet facility lacks a City business license. The L.A. County Fire Department will not sign off on the business license application until all the required improvements have been made.
- Condition of Approval #29: There is a balance of \$3,000 remaining on the citations they have been issued. The original amount was approximately \$16,500. They indicated that they would be paying \$1,000 a month, with final payment in December. According to the business owner, prior to the approval of the CUP, they have not operated in 11 months, which is why they have not continued with paying off the remaining balance. The applicant stated that the time they were closed prior to conditional use permit approval caught up to them financially and they have not been able to recover.
- Condition of Approval #30. The business has not submitted a security plan approved by Los Angeles Sheriff's Department (LASD). On October 29th, the applicant submitted a rough draft of a security plan, however, staff returned the plan with required revisions and comments. The plans were returned to staff and are currently being reviewed by the Los Angeles County Sheriff's Department.

Staff was directed by the Planning Commission to provide additional information regarding the Project at the next Planning Commission meeting. The requested information included:

- Provide a timeline of plan check of the Project;
- Provide outstanding fees for plan check and citations;
- Provide code enforcement route taken on daily or is enforcement route based off complaints.

On November 19, 2024, Staff provided an update on the progress of the Project and presented updates to the Planning Commission pertaining to:

- Plan Check Approvals and Fees (Plans Approved)
- Outstanding Citations (Paid)

Fees and Citations

For the building permit (tenant improvements and alterations), the total fees due are \$1,787.06. A total of \$794.34 are due for plumbing permit fees.

The applicant was provided a payment plan for outstanding citation fees assessed at \$16,500. Fees were to be paid in full within one year of Planning Commission approval. Staff reached out to Code Enforcement to check on the progress on the payment of the citation balance and as of November 14, 2024, there is an outstanding balance of \$3,000

dollars that has yet to be paid. There were four citations issued to the applicant. Citation No. 2754 was a \$3,000 citation that has been paid in full. Citation No. 2913 carries a balance of \$4,500, which has yet to be paid. Citation No. 2996 carried a balance of \$4,500 and has been paid in full. Finally, Citation No. 2998 carried a balance of \$4,500 and has been partially paid off with a remaining balance of \$1,500. The latest payment received was for the sum of \$3,000, which was paid on November 13, 2024. On November 18, 2024, Code Enforcement staff indicated that the applicant had fully paid off all outstanding citations.

ANALYSIS: Staff was directed by the Planning Commission to provide a resolution revoking CUP 23-04, which is attached as Resolution No. 24-12.

After the November Planning Commission meeting, the applicant reached out to staff on December 3, 2024 requesting that the item be moved to the January meeting due to emergency circumstances.

The applicant stated that they would not be able to attend the December 17th Planning Commission meeting. The Planning Commission continued the item to the January 21, 2025 meeting, which was then continued to February 25, 2025. The Planning Commission revoked CUP No. 23-03 on February 25, 2025 via Resolution 24-12.

FINDINGS: The applicant has not been able to satisfy certain conditions of approval of the originally approved Resolution No. 23-04. These conditions include:

- Condition 11. The applicant shall maintain all required permits and licenses in good standing.
 1. The applicant has not acquired building permits to commence construction to convert the existing warehouse into a special event facility, although all plans have been approved and permits are ready to be issued. The applicant has been operating without proper building safety approvals. Additionally, the applicant has not completed the business license process which includes receiving Los Angeles County Fire Department clearance.

- CONDITION 20. The business website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.
 1. After reviewing the applicant's website as of May 1, 2025, the adopted conditions of approval were not available online.

- CONDITION 30. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval.
 1. The applicant submitted a safety plan which staff forwarded over to the Los Angeles County Sheriff's Department for review on November 14, 2024. Comments were provided and forwarded to the applicant to address on December 16, 2024. The applicant has not resubmitted updated plans.

RECENT DEVELOPMENTS:

On March 5, 2025, the applicant filed an appeal of the Planning Commission's decision. On May 6, 2025, the City Council will hold a duly noticed public hearing to review and

consider all facts and evidence, both written and testimonial, pertaining to the revocation of CUP No. 23-03.

CONCLUSION: Staff recommends the City Council deny the appeal and revoke CUP No. 23-03 via Resolution No. 25-044.

ATTACHMENT(S):

- A. Resolution No. 25-044
- B. Conditional Use Permit Resolution No. 23-04
- C. Planning Commission's CUP Revocation Resolution 24-12

ATTACHMENT A

RESOLUTION 25-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, DENYING AN APPEAL OF PLANNING COMMISSION RESOLUTION NO. 24-12 REVOKING CONDITIONAL USE PERMIT NO. 23-03, TO ALLOW FOR ESTABLISHMENT OF A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS LOCATED AT 1703 FLORADALE AVENUE

WHEREAS, Jazmin Mora (“Applicant”) filed an application for a Conditional Use Permit for a special event facility in conjunction with an existing party rental business, known as Rustic & Chic (“Project”), located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property”);

WHEREAS, Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (“CEQA”), the Project is categorically exempt from environmental review and a Notice of Exemption was prepared. The Project qualified for a Class 1 Categorical Exemption as it involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission found that the Project was exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development;

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination. On that date, the Commission voted to continue the public hearing to the October 17, 2023 Planning Commission meeting to allow staff time to conduct additional research regarding the operation of the same business in other cities and request additional information from the Department of Alcoholic Beverage Control;

WHEREAS, the public hearing was continued to the October 17, 2023 Planning Commission meeting to consider the application and additional information provided by staff. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination to approve Conditional Use Permit No. 23-03 (“CUP”);

WHEREAS, on November 14, 2023, based upon an appeal brought by some members of the City Council, the City Council reviewed the CUP and voted to uphold the Planning Commission’s decision approving the CUP;

WHEREAS, on October 15, 2024, staff provided the Planning Commission with an update on the Applicant’s compliance with the conditions of approval and identified several outstanding issues, including failure to obtain building permits, the absence of a City business license, absence of conditions on website, and the lack of an approved security plan;

WHEREAS, on November 19, 2024, the Planning Commission directed staff to provide

a resolution revoking the CUP after a review of progress regarding compliance with the established conditions of approval in Resolution No. 23-04;

WHEREAS, a public hearing was held before the Planning Commission on December 17, 2024, to consider revoking the Project. The public hearing was opened and the item was then continued to the December 17, 2024 meeting based upon Applicant's request since the Applicant was unable to attend the public hearing;

WHEREAS, a public hearing was held before the Planning Commission on December 17, 2024, to consider revoking the Project. The public hearing was opened and the item was then continued to the January 21, 2025 and subsequently to the February 25, 2025 Planning Commission meeting;

WHEREAS, the Planning Commission held a duly noticed public hearing on February 25, 2025, at which time all interested persons were given a full opportunity to be heard and present evidence;

WHEREAS, prior to taking action, the Planning Commission heard, was presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings;

WHEREAS, the Planning Commission, by Resolution 24-12, revoked CUP No. 23-03 on February 25, 2025;

WHEREAS, Applicant submitted an appeal of the Planning Commission decision on March 5, 2025;

WHEREAS, on May 6, 2025, the City Council held a duly noticed public hearing, reviewed and considered all facts and evidence, both written and testimonial, pertaining to the revocation of CUP No. 23-03; and

WHEREAS, after close of such public hearing, the City Council adopted Resolution No. 25-XXX to deny Applicant's appeal and upheld the Planning Commission's decision to adopt Resolution 24-12 revoking CUP No. 23-03.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of South El Monte, California, resolves, finds, determines, and orders as follows:

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

SECTION 2: After considering all testimony, both written and oral, presented at that hearing, including the Staff Report dated May 6, 2025, which are hereby incorporated into this Resolution 25-XXX by reference, the City Council hereby denies the appeal of Resolution No. 24-12 for the revocation of Conditional Use Permit No. 23-03.

SECTION 3: Based on the findings set forth above, and all written and oral testimony presented at the public hearing on May 6, 2025, which are all incorporated herein by this reference, the City Council hereby revokes Conditional Use Permit No. 23-03.

SECTION 4: The administrative record, inclusive of the documents and records for the Project, shall be kept with the City's Department of Community Development located at 1415 Santa Anita Avenue, South El Monte, California and kept within the custody of the Director of Community Development.

SECTION 5: If any portion of this Resolution is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Resolution shall continue in full force and effect.

SECTION 6: This resolution shall become effective immediately.

SECTION 7: The City Council's decision through the adoption of this Resolution is final.

PASSED, APPROVED, AND ADOPTED this 6th day of May 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Susie 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, hereby certify that the foregoing Resolution, being Resolution No. 25-044, 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 6th day of May 2025, and the said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adrian Garcia, MMC, City Clerk

RESOLUTION NO. 23-04

A RESOLUTION OF THE SOUTH EL MONTE PLANNING COMMISSION APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT FOR A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS AT 1703 FLORADALE AVENUE, OPERATING AS RUSTIC & CHIC

WHEREAS, Jazmin Mora (“Applicant”), filed an application for a Conditional Use Permit (“CUP”) for a special event facility in conjunction with an existing party rental business (“Project” or “proposed Project”) located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property” or “project site”); and

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.18.050(L), the Project requires Planning Commission review and approval because the Project is not specifically permitted or prohibited, which is determined to be compatible with the permitted uses in the manufacturing zone; and

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023 to consider the application. All evidence, both written and oral, presented during the public hearing was considered by the Planning Commission in making its determination. On September 19, the Commission voted to continue the public hearing to the October 17, 2023 Planning Commission meeting to allow staff time to conduct additional research regarding the operation of the Applicant’s same business in other cities and request additional information from the Department of Alcoholic Beverage Control; and

WHEREAS, the public hearing was continued to the October 17, 2023 to allow the Planning Commission to further review the application and additional information provided by staff. All evidence, both written and oral, presented during the public hearing was considered by the Planning Commission in making its determination to continue the matter.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1: Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), the proposed Project is categorically exempt from environmental review and a Notice of Exemption has been prepared. The proposed Project qualifies for a Class 1 Categorical Exemption for the Project because the proposed Project is to be operated within existing facilities. The criteria for a Class 1 Categorical Exemption is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission finds that the proposed Project meets this criteria and is exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the

Department of Community Development and are in the custody of the Director of Community Development

SECTION 2: A record of the public hearing indicates the following:

A. With regard to the application for a CUP, SEMMC Section 17.68.040 requires that the Planning Commission find that the proposed use shall not be detrimental to persons or properties in the immediate vicinity or to the City in general. State law requires that the Project be compatible with surrounding uses.

B. The General Plan Land Use designation for the Property is “Industrial.” The Zoning Code designation is “M” (Manufacturing).

C. The proposed Project promotes the City’s goals and objectives stated in the General Plan. No goal or policy will be impaired with the conditions included in this resolution.

D. The special event facility should not become a nuisance to surrounding properties with the proposed conditions.

SECTION 3: Based on the record of the hearing, including all information presented at the hearings on September 19, 2023 and October 17, 2023, including the Staff Report dated September 19, 2023 and October 17, 2023, which are hereby incorporated into this Resolution 23-03 by reference, the Planning Commission hereby finds:

A. As conditioned, the Project represents a quality establishment that will be compatible with surrounding uses, the surrounding area, and the goals of the City. As a result, approving this application will not adversely affect the General Plan or the Zoning Ordinance.

B. Pursuant to SEMMC Section 17.68.040, the approval of the CUP will not be detrimental to persons or properties in the immediate vicinity or to the City in general, as conditioned. This is so because the conditions included will prevent the proposed Project from becoming a detriment through operational limits expressed in the Conditions of Approval.

C. The proposed Project, as conditioned, is consistent with the City’s General Plan. The proposed Project is compatible with the objectives, policies, general land uses, economic development and programs specified in the General Plan which includes, but is not limited to, the following goals:

Land Use Element

- (1) Goal 1.0: *Maintain a balanced mix and distribution of land uses throughout South El Monte* by allowing for the establishment of a use that does not currently exist in the area that can serve residents and businesses within the community; and
- (2) Policy 1.4: *Maintain a balanced mix and distribution of land uses throughout South El Monte” and “create opportunities for two types of*

commercial development: (1) commercial uses that meet the retail and service needs of the local resident and employee populations, and (2) regional-serving retail commercial businesses that capture revenues from a broader population base. This will serve the area by providing a special event facility that can serve private parties or businesses for small to medium sized events in the City; and

Economic Development Element

- (3) Goal 1.0: *Continue to provide opportunities for a wide range of industries to operate in South El Monte* by allowing special event facility which is uncommon for the area.

SECTION 4: Based on the aforementioned findings, the Planning Commission hereby approves CUP (No 23-03) to operate special event facility subject to the following conditions:

General Conditions

1. The Applicant shall indemnify, defend and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, lawsuits or actions arising from the granting of, or the exercise of, the rights permitted by this approval, and from any and all claims or losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of, or connected in anyway, with the performance of the use permitted hereby. The Applicant's obligation to indemnify, defend, and hold harmless the City shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, and any award of damages or attorney's fees in any such lawsuit or action.
2. The Applicant shall execute an Affidavit of Acceptance of these conditions in the presence of a Notary Public and return the Affidavit to the Director of Community Development within ten calendar days of the date of the Planning Commission's approval.
3. The approval shall lapse and become void if the privilege authorized is not within two years from the date of this approval.
4. Applicant and its employees, agents and contractors shall comply with all laws, policies, rules and regulations including but not limited to the Municipal Code provisions.

Planning Conditions

5. The hours of operation shall be as follows:

The operation of the party rental business are as follows:

- Monday – Friday: 8:00 a.m. – 5:00 p.m.

The proposed hours of operation for the Special Event business are as follows:

- Friday: 6:00 p.m. – 12:00 a.m.
 - Saturday and Sunday: 4:00 p.m. to 12:00 a.m.
6. Any graffiti painted or marked upon the Property or on any adjacent area under the control of the Applicant shall be removed or painted over within 24 hours of discovery or within 24 hours of notice from the City and shall be removed or painted over in compliance with all SEMMC requirements.
 7. The Property shall be maintained in a safe and clean condition and the Applicant shall ensure that no trash or litter originating from the site is deposited on neighboring properties or the public right-of-way. At the end of each business day, the Applicant shall pick up any and all litter including but not limited to large discarded items that may have collected in the Property's parking area and public right-of-way.
 8. The Applicant shall not permit any loitering including any loitering on any property adjacent to the Property under control of the Applicant.
 9. Noise associated with the special event business shall not negatively impact the surrounding properties, including those residential properties located on Cogswell Road.
 10. The Applicant and all operators shall each take all necessary steps to ensure the orderly conduct of employees, patrons, and visitors when they are present on the Property.
 11. The Applicant shall maintain all required permits and licenses in good standing.
 12. This CUP limits the use of the facility to private events, and shall comply with the following:
 - That there is no sale of an alcoholic beverage.
 - That the premises are not open to the general public during the time alcoholic beverages are served, consumed or otherwise disposed of (private events only).
 - That the premises are not maintained for the purpose of keeping, serving, consuming or otherwise disposing of alcoholic beverages (storage of alcoholic beverages is prohibited).
 13. All Rustic & Chic employees shall enroll and pass the State Department of Alcoholic Beverage Control LEAD program prior to working any future event at Rustic & Chic.
 14. The maximum number of people at the Property shall not exceed 120 attendees.
 15. The maximum occupancy of the premise of 384 shall be prominently posted and monitored at all times. The maximum number of attendees at each event shall not exceed 120.
 16. The front of the exterior of the premises, as well as all parking areas under control of the Applicant, shall be illuminated at all times while the premises is open for business. This shall be done in such a manner that persons standing outdoors at night are identifiable by

law enforcement personnel while balancing the lighting so as not to unreasonably spill into and illuminate the window area of nearby properties.

17. All crimes occurring inside or outside of the location shall be reported to the Sherriff Department at the time of the occurrence.
18. At any time when the Applicant is absent from the premises, a responsible party shall be designated who can facilitate any Sherriff Department inquiries.
19. A copy of this approved resolution shall be kept on the premises at all times and presented to any Sheriff, or Business License or Planning Staff person.
20. The business' website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store, or serve alcoholic beverages.
21. The Applicant understands that any violation of these conditions or any operation that constitutes a nuisance shall be grounds for the suspension or revocation of the Conditional Use Permit.
22. There shall be no exterior speakers and no live entertainment outside the building (including the parking lot) unless a Temporary Use Permit (TUP) is obtained from the City.
23. The temporary valet booth shall be removed and stored, hidden from public view, at the conclusion of each event.
24. The City shall review the conditions of the premises and business operations approved herein in approximately three months from the date of the City's approval.
25. The parking agreement must be maintained, and any change to the parking agreement shall be brought before the Director of Community Development for approval before execution.
26. The valet service (Black Diamond Valet) shall:
 - Carry all necessary insurance certificates;
 - All drivers shall have satisfactory driving records;
 - Comply with all traffic safety laws;
 - Comply with the City's noise ordinance.
 - Limit access to the off-site parking area to Black Diamond Valet personnel only and security personnel associated with Rustic & Chic.
 - There will be five attendants for valet parking operations at each event, one attendant at the valet booth, three runners, and one shuttling the parking attendants.
27. The Applicant shall obtain a full Alcoholic Beverage Control ("ABC") license applicable to beer, wine, and spirits within two years.

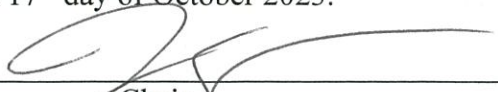
28. The Applicant shall maintain full banquet/event hall insurance or like insurance to the satisfaction of the City. Applicant shall submit proof of insurance upon City's request.
29. The Applicant shall pay all citations in full within one year absent another agreement with the City.

Sheriff Department Conditions

30. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval, and shall contain the following:
 - The installation of security cameras for a video monitoring system. Security cameras shall be required inside, as well as outside the building at each entry/exit point. Security cameras shall be in constant working order and directed towards ingress/egress points of the business. Recordings shall be retained for 60 days and allow to be reviewed by the Sheriff's Department.
 - Security lighting shall be installed, include motion sensors, and shielded to avoid light spillage onto adjacent properties.
 - Appropriate gate hardware such as keypad/keycard access and automatic gate closers shall be implemented where feasible to limit unauthorized access as well as for easy monitoring of the site;
 - Security guards shall be present during each event at the event facility and at the off-site parking area (Monte Vista Elementary School).
 - The special event business shall include a minimum of three security guards, one along the exterior of the Property, one within the venue, and one at the off-site parking area as required in this CUP.
31. Allow access to Sheriff's Department and City Code Enforcement Personnel to the Property, building, and parking lot at all times including when business operation are occurring including special event activities.
32. The Sheriff's Department shall be allowed to modify the security plan should there be any future issues on site with notice to the permittee.

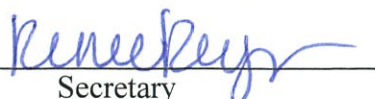
SECTION 5: Any interested party may appeal this decision to the City Council pursuant to SEMMC Section 17.74.050.

PASSED, APPROVED AND ADOPTED this 17th day of October 2023.



Chair

ATTEST:



Secretary

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 23-04 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 17th day of October 2023.

AYES: Sanchez, Tang, Vice Chair Barrera, Chair Ortiz

NOES: Rodriguez


Secretary

ATTACHMENT C

PLANNING COMMISSION

RESOLUTION NO. 24-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE REVOKING CONDITIONAL USE PERMIT NO. 23-03, TO ALLOW FOR ESTABLISHMENT OF A SPECIAL EVENT FACILITY IN CONJUNCTION WITH A PARTY RENTAL BUSINESS LOCATED AT 1703 FLORADALE AVENUE, ZONED M (MANUFATURING).

WHEREAS, Jazmin Mora (“Applicant”), filed an application for a Conditional Use Permit for a special event facility in conjunction with an existing party rental business (“Project”) located at 1703 Floradale Avenue, South El Monte, CA 91733 (“Property”); and

WHEREAS, Pursuant to Section 15301 (Class 1) of the California Environmental Quality Act, the Project as categorically exempt from environmental review and a Notice of Exemption was prepared. The Project qualified for a Class 1 Categorical Exemption for the Project to be operated within existing facilities. The criteria is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The Planning Commission found that the Project was exempt from the provisions of CEQA. The documents and other material, which constitute the record on which this decision is based, are located in the Department of Community Development and are in the custody of the Director of Community Development; and

WHEREAS, a public hearing was held before the Planning Commission on September 19, 2023, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination. On that date, the Commission voted to continue the public hearing to the October 17, 2023, Planning Commission meeting to allow staff time to conduct additional research regarding the operation of the same business in other cities and request additional information from the Department of Alcoholic Beverage Control; and.

WHEREAS, the public hearing was continued to the October 17, 2023, Planning Commission meeting to consider the application and additional information provided by staff. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination to approve Conditional Use Permit No. 23-03 (“CUP”); and

WHEREAS, on November 14, 2023, on appeal, the CUP was brought before the City Council for review and was voted to uphold the Planning Commission’s decision approving the CUP; and

WHEREAS, on November 19, 2024, the Planning Commission directed staff to provide

a resolution revoking the CUP after a review of progress regarding compliance with the established conditions of approval in Resolution No. 23-04; and

WHEREAS, a public hearing was held before the Planning Commission on December 17, 2024, to consider revoking the Project. The public hearing was opened and the item was then continued to the December 17, 2024 meeting; and

WHEREAS, a public hearing was held before the Planning Commission on December 17, 2024, to consider revoking the Project. The public hearing was opened and the item was then continued to the January 21, 2025 and subsequently to the February 25, 2025 meeting; and

WHEREAS, the Planning Commission held a duly noticed public hearing on February 25, 2025, at which time all interested persons were given a full opportunity to be heard and present evidence; and

WHEREAS, prior to taking action, the Planning Commission has heard, been presented with, and/or review all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, now the Planning Commission desires, by this Resolution, to revoke CUP No. 23-03.

THE PLANNING COMMISSION OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1: The above recitals are all true and correct and are incorporated herein by this reference.

Section 2: Based on the record of the hearing, including all information presented at the hearing, including the Staff Report dated February 25, 2025, which are hereby incorporated into this Resolution 24-12 by reference, the Planning Commission hereby finds that the Applicant and operator of the business is in violation of the following conditions in Resolution No. 23-04:

- **CONDITION 11.** The applicant shall maintain all required permits and licenses in good standing.
 - The applicant has not acquired building permits to commence construction to convert the existing warehouse into a special event facility although all plans have been approved and permits are ready to be issued. The applicant has been operating without proper building safety approvals. Additionally, the applicant has not completed the business license process which includes receiving Los Angeles County Fire Department clearance.

- CONDITION 20. The business website shall reflect the adopted conditions of approval, and shall reflect the maximum number of attendees, hours of operation, and that the business does not sell, store or serve alcoholic beverages.
 - After reviewing the applicant's website, the adopted conditions of approval were not available online.
- CONDITION 30. The applicant shall be required to submit a security plan to the Sheriff's Department for review and approval.
 - The applicant submitted a safety plan which staff forwarded over to the Los Angeles County Sheriff's Department for review on November 14, 2024. Comments were provided and forwarded to the applicant to address on December 16, 2024. The applicant has not resubmitted updated plans.

Section 3: Based on the findings set forth above, and all written and oral testimony presented at the public hearing on February 25, 2025, which are all incorporated herein by this reference, the Planning Commission hereby **revokes** Conditional Use Permit No. 23-03.

Section 4: The Planning Commission declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 5: Any interested party may appeal this decision to the City Council pursuant to Section 17.03.130 of the South El Monte Municipal Code.

Section 6: The Chairperson shall sign, and the Secretary shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 25th day of February 2025.



Chairperson

ATTEST:


Secretary

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

I, Renee Reyes, Secretary to the Planning Commission of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-12 was duly passed and adopted by the Planning Commission of the City of South El Monte at a regular meeting of said Commission held on the 25th day of February 2025.

AYES: Commissioner(s): Barrera, Tang, Retamoza, Rubio, and Vice Chair

NOES: None

ABSENT: None


Renee Reyes, Secretary



City Council Agenda Report

Agenda Item No. 9.a.

DATE: May 6, 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: CONTINUED FROM THE APRIL 15, 2025 REGULAR CITY COUNCIL MEETING - CONSIDERATION AND APPROVAL OF RESOLUTIONS 25-038 AND 25-039 CREATING NEW CLASSIFICATIONS AND UPGRADING A CERTAIN JOB DESCRIPTION & PAY

SUMMARY: Approval of the attached resolutions would create the new classification of Director of Economic Development, and associated compensation ranges. The position of Director of Community Development would be upgraded to include Public Works and compensation increased.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolutions No. 25-038 and 25-039, creating the position of Director of Economic Development and upgrading the existing position of Director of Community Development to the Director of Community Development & Public Works with an expanded job description and adjusted compensation.

FISCAL/FINANCIAL IMPACT: Both Department Head positions are Unclassified, "At-Will, Exempt" positions governed by respective Employment Agreements ("Employment Contracts"). The Salary Ranges and position titles of the Unclassified, Exempt At-Will positions are as follows:

<u>UNCLASSIFIED, EXEMPT, AT-WILL</u>	<u>MONTHLY SALARY</u>
1. Director of Economic Development	\$12,155 - \$16,666
2. Director of Community Development & Public Works	\$12,155 - \$16,666

Assuming the positions are filled at "Step E", with benefits averaging 35%, the fiscal impacts are as follows:

Director of Economic Development: $\$16,666 \times 12 = \$200,000 \times 1.35 = \$270,000$.

Director of Community Development &
Public Works: $\$16,666 \times 12 = \$200,000 \times 1.35 = \$270,000$.

DISCUSSION: The following positions are recommended for changes:

Director of Economic Development – Create a new classification with a proposed compensation range of \$12,155/month – \$16,666/month. The class specification is an Executive Management position (Department Head) responsible for all Economic Development Services; such as but not limited to: Advanced planning, capital projects, land use, courting new businesses, negotiating contractual agreements with grantors, developers, and brokers. The creation of this new classification became necessary due to the overall re-structuring of City Administration to better meet the specific needs of City governance.

Director of Community Development & Public Works – The former Executive Management position of Director of Community Development (Department Head) is proposed to be upgraded and restructured to incorporate oversight of the Department of Public Works, forming a new, consolidated role: Director of Community Development & Public Works. This revised classification carries a proposed salary range of \$12,155/month to \$16,666/month. The updated class specification encompasses full management responsibility for functions related to both Community Development and Public Works, including but not limited to Planning, Building Safety and Construction Management, Engineering, Streets, Grant Administration, and serving as a liaison to various Commissions and Committees. This reclassification is part of a broader reorganization of City Administration aimed at more effectively meeting the operational and governance needs of the City.

ATTACHMENT(S):

- A. Resolution No. 25-038, Director of Economic Development
- B. Exhibit A to Resolution 25-038, Director of Economic Development Class Spec
- C. Resolution No. 25-039, Director of Community Development & Public Works.
- D. Exhibit A to Resolution No. 25-039, Director of Community Development & Public Works Class Spec

ATTACHMENT A

RESOLUTION NO. 25-038

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL CREATING THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT & ADOPTING THE CLASS SPECIFICATION

WHEREAS, pursuant to City of South El Monte (“City”) 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 creating the position of Director of Economic Development in an effort to restructure the organization to better meet the present and future needs of the City; and

WHEREAS, the City Manager recommends the City adopt the class specification and salary range for the position of Director of Economic Development through the budget process; 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 the classification of Director of Economic Development, 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 of \$12,155- \$16,666.

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 15th day of April 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. 25-038, 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 15th day of April 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, City Clerk

ATTACHMENT B
Exhibit A to Resolution 25-038

CITY OF SOUTH EL MONTE

DIRECTOR OF ECONOMIC DEVELOPMENT
At-Will, Exempt

DEFINITION

Under direction from the City Manager, serves as a member of the City's executive management team; plans, directs, organizes, budgets, coordinates and oversees the programs, projects, activities and operations of the Economic Development Department. He/She will establish and maintain liaison to the Planning Commission, capital improvement projects, other committees as needed, and the general public. He/She assures the integrity of all Economic Development services; is well versed in the principles methods and practices of economic development that includes strong negotiating and facilitation skills; has familiarity with the fundamentals of real-estate analysis including financial and economic review processes; and oversees the administration of professional consulting services contracts. Provides leadership regarding departmental strategies, resource requirements and competing priorities to attain community needs. Performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the City Manager.

ESSENTIAL DUTIES

Assume full management responsibilities for Economic Development Departmental Services and Duties may include, but are not limited to, the following:

- Plans, organizes, and directs Economic Development operations including current and advanced planning, environmental planning (CEQA compliance).
- Reviews major land use, businesses, construction and building projects with other Staff, Managers, Commissions, Committees, City Manager and City Council to enhance and maintain successful programs and projects to help shape the growth and development of the City.
- Facilitates private development in the City through meetings and outreach to developers, brokers, and retail tenants.
- Obtain and manage state and federal grant monies for private development and other projects.
- Understand Budgetary practices and economics in the field of economic development, direct the forecast of funds needed for staffing, equipment, materials, and supplies, monitor and approve expenditures and implement mid-year adjustments.
- Represents the Economic Development Department to other line departments, elected officials, and outside agencies and organizations.
- Courts developers and businesses and negotiate contracts and agreements.
- Supervise and coordinate the technical research required in the economic development review process.
- Develop and Present highly technical & analyzed information, studies and reports, as well as ordinances, resolutions, and staff report clearly and concisely to various divisions, commissions, City Council and lay groups orally and in writing.

- Hires, trains, motivates, evaluates, disciplines, plans and organizes workloads for assigned staff and consultants.
- Analyzes local, State and Federal legislation; advises and develops City policy in the areas economic development,
- Engages intergovernmental organizations and represents the City in Economic Development forums.
- Perform a variety of public relations and outreach work related to Economic development, redevelopment activities.
- Generates private sector investment and economic development interest in the revitalization of properties in the City by working with real estate brokers, merchant builders and private investment firms.
- Evaluates business processes and implements modernization strategies, where needed, develops and leads staff to implement short and long-range plans and projects related to economic development.
- Responds to public inquiries about economic development, regulations, and ordinances.
- Perform other duties as assigned by the City Manager.

JOB REQUIREMENTS

Knowledge:

- Principles and practices of Public Administration, Organization and Management.
- Principles, methods, and procedures of Economic Development.
- Budget Techniques.
- City Municipal Code, General Plan, Subdivision Map Act.
- State and Federal regulations and legislation.
- Principles of urban design, planning and zoning laws, land develop process.
- Adept regulation research, English Language usage, writing and interpretation skills.
- Marketing and Public Relations, principles and techniques.
- Technology systems and relevant software applications.
- Supervise, evaluate, and direct assigned staff.
- Initiate, negotiate, and/or review complex development proposals.
- Adapt in a high-volume, fast-paced working atmosphere with multiple priorities.
- Develop comprehensive plans to meet future City needs/services.
- Deal constructively with conflict and develop effective resolutions.
- Coordinates with developers and brokers effectively.

Competencies:

- Project Management – Ensures clear definition of project goal and criteria for success.
- Strategic View – Focuses on the future and where current trends will lead.
- Managing Change – Involves key stakeholder in planning and decision making.
- Process Improvement – Controlling and Improving processes and workflow.
- Organizational Design and Structure – Evaluates alternative organizational designs and selects the one best suited to meeting customer needs.

- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Fiscal Acumen – Spends organizational funds wisely and strategically.
- Managing Performance – Sets and aligns individual performance goals with the goals of the unit and the overall organization.
- Empowering Others – Allocates responsibility to others according to their abilities and opportunities for development.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Innovation – Readily spots/identifies current opportunities for improvement.
- Gathering and Analyzing Data – Organizes, codes, aggregates, and disaggregates data for analysis and produces data that can be trusted.

MINIMUM QUALIFICATIONS

Experience:

Five (5) years increasingly responsible experience in urban planning, Public Administration, Economics, Engineering, or closely related field. A Master's Degree in an applicable field is highly desirable. At least three years of increasingly responsible professional experience in the public service sector, and in supervisory management capacity. Demonstrated commitment to collaboration, innovation, open and transparent communication, and fiscal management. Management certifications from accredited universities or institutions is also a plus.

Education:

Bachelor's degree in Urban and/or Regional planning, Geography, public administration, or a closely related field. A Master's degree is preferred.

Licenses and Certificates

Possession of a valid Class C California State Driver's License at the time of employment and continuously throughout 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:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear.
- Sit; use hands to finger, handle, feel or operate objects, tools, or controls.
- Reach with hands and arms.

- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required for close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Sedentary, office settings.
- Some outdoor work is required in the inspection of various land use developments and construction sites.
- Exposure to weather conditions including wet and/or humid conditions, or airborne particles.
- Noise level in the work environment is usually quiet in the office, and moderate in the field.
- Ability to work extended hours, including evenings, weekends, and holidays in order to complete projects,

ATTACHMENT C

RESOLUTION NO. 25-039

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL UPGRADING THE POSITION OF DIRECTOR OF COMMUNITY DEVELOPMENT TO BE RENAMED DIRECTOR OF COMMUNITY DEVELOPMENT & PUBLIC WORKS & ADOPTING THE EXPANDED CLASS SPECIFICATION

WHEREAS, pursuant to the City of South El Monte (“City”) 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 previously approved and adopted class specifications and a salary range for the position of Director of Community Development through the budget process; and

WHEREAS, the City Manager recommends upgrading of the position of Director of Community Development to be renamed the Director of Community Development & Public Works, and adopt the expanded class specification and a salary range for the position of Director of Community Development & Public Works through the budget process; and

WHEREAS, the City Manager recommends the upgraded position of the Director of Community Development & Public Works in an effort to restructure the organization to better meet the present and future needs of the City; 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 upgrading the position of Director of Community Development, and adopts the job description for the upgraded position of Director of Community Development & Public Works, a copy of which is attached hereto as Exhibit A.

SECTION 3. 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 4. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 15th day of April 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. 25-039, 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 15th day of April 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, City Clerk

ATTACHMENT D
Exhibit A to Resolution 25-039

CITY OF SOUTH EL MONTE

DIRECTOR OF COMMUNITY DEVELOPMENT & PUBLIC WORKS
At-Will, Exempt

DEFINITION

Under direction from the City Manager, serves as a member of the City's executive management team; plans, directs, supervises, and coordinates the activities of the Community Development and Public Works Departments, which includes Planning, Building and Safety, Housing, Code Enforcement, Public Safety, Municipal Engineering, Field Services, Facilities, Fleet Management, Capital Improvement, Landscape, and Street Maintenance. He/She will develop and administer the department budget; establishes and maintains liaison to the Planning Commission and other committees as needed, and the general public.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the City Manager.

ESSENTIAL DUTIES

Assume full management responsibility for both Departmental Services and Duties may include, but are not limited to, the following:

- Plans, organizes, and directs Community Development operations including current and advanced planning, environmental planning (CEQA compliance), building and safety plan check, permitting, public service counter operations, building and grading inspections, business license program and inspections, and housing programs to achieve goals within available resources;
- Enhance and maintain successful programs and projects to help shape the growth and development of the City's infrastructure;
- Obtain and manage state and federal grant monies for these and other projects;
- Oversee and review the engineering services activities including engineering design, development review, CIP planning and construction management;
- Understand Budgetary practices and economics in the field of Planning, direct the forecast of funds needed for staffing, equipment, materials and supplies, monitor and approve expenditures and implement mid-year adjustment.
- Develop specifications and bid documents for a variety of public works and public utilities-related designs, constructions and maintenance projects, recommend contract awards, negotiate contract provisions and coordinate, review, inspect, monitor, and approve contractor's performance;
- Manage the application process for acquiring and administering County, State, and Federal Grants;
- Represents the Community Development and Public Works Departments to other line departments, elected officials, and outside agencies and organizations;
- Supervise and coordinate the technical research required in public works review process.

- Develop and Present highly technical & analyzed information, studies and reports, as well as ordinances, resolutions, and staff reports clearly and concisely to various divisions, commissions, City Council and lay groups orally and in writing;
- Serves as Executive Officer of the City's Planning Commission; provide full administration and management of the agenda and projects in accordance with the rules as set forth in the Brown Act;
- Hires, trains, motivates, evaluates, disciplines, plans and organizes workloads for assigned staff and consultants;
- Analyzes local, State and Federal legislation, advises and develops City policy in the areas of planning, public works and public infrastructure;
- Oversees Citywide regulatory programs including the compliance reporting to various State and federal agencies; maintains the City's General Plan and Zoning Code;
- Engages intergovernmental organizations and represents the City in Community Development and Public Works forums;
- Perform a variety of public relations and outreach work related to community development, planning and public works activities.
- Oversee code enforcement and public safety activities and ensure compliance with appropriate laws, ordinances, and regulations.
- Evaluates business processes and implements modernization strategies where needed; develops and leads staff to implement short and long-range plans and projects; assigns and coordinates staff to support year-round City and non-City special events;
- Manages the City's Housing Programs including the implementation of State grant funds;
- Responds to public inquiries about community development, planning/building, Public Works and zoning regulations and ordinances;
- Attend evening and weekend events and/or meetings; and
- Perform other duties as assigned by the City Manager.

JOB REQUIREMENTS

Knowledge:

- Principles and practices of Public Administration, Organization Management;
- Principles, methods, and procedures of City Planning, municipal public works, designing, maintenance, construction, Streets, Utilities and maintenance programs;
- Budget Techniques;

- City Municipal Code, General Plan, Subdivision Map Act;
- State and Federal regulations and legislation;
- Principles of urban design, planning and zoning laws, land develop process;
- Adept regulation research, English Language usage, writing and interpretation skills;
- Marketing and public Relations, principles, and techniques;
- Technology systems and relevant software applications;
- Supervise, evaluate, and direct assigned staff;
- Initiate, negotiate, and/or review complex development proposals;
- Adapt in a high-volume, fast-paced working atmosphere with multiple priorities;
- Develop comprehensive plans to meet future City needs/services;
- Deal constructively with conflict and develop effective resolutions; and
- Oversee and coordinate consulting engineers effectively.

Competencies:

- Project Management – Ensures clear definition of project goal and criteria for success.
- Strategic View – Focuses on the future and where current trends will lead.
- Managing Change – Involves key stakeholder in planning and decision making.
- Process Improvement – Controlling and Improving processes and workflow.
- Organizational Design and Structure – Evaluates alternative organizational designs and selects the one best suited to meeting customer needs.
- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Fiscal Acumen – Spends organizational funds wisely and strategically.
- Managing Performance – Sets and aligns individual performance goals with the goals of the unit and the overall organization.
- Empowering Others – Allocates responsibility to others according to their abilities and opportunities for development.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Innovation – Readily spots/identifies current opportunities for improvement.
- Gathering and Analyzing Data – Organizes, codes, aggregates, and disaggregates data for analysis and produces data that can be trusted.

MINIMUM QUALIFICATIONS:

Experience:

Five (5) years increasingly responsible experience in urban planning. Public Administration, Economics, Engineering or closely related field. A Master's Degree in an applicable field is highly desirable. At least three years of increasingly responsible professional experience in the public service sector, and in supervisory management capacity. Demonstrated commitment to collaboration, innovation, open and transparent communication, and fiscal management.

Management certifications from accredited universities or institutions in also a plus.

Education:

Bachelor's degree in land-use planning, urban planning, public administration, or a closely related field. A Master's degree is preferred.

Licenses and Certificates:

Possession of a valid Class C California State Driver's License at the time of employment and continuously throughout 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:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear.
- Sit; use hands to finger, handle, feel or operate objects, tools, or controls.
- Reach with hands and arms.
- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required for close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Sedentary, office settings.
- Some outdoor work is required in the inspection of various land use developments and construction sites.
- Exposure to weather conditions including wet and/or humid conditions, or airborne particles.
- Noise Level in the work environment is usually quiet in the office, and moderate in the field.



City Council Agenda Report

Agenda Item No. 10.a.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONTINUED FROM THE APRIL 15, 2025, REGULAR CITY COUNCIL MEETING - SEEK DIRECTION FROM CITY COUNCIL REGARDING STATE OF THE CITY EVENT DONATIONS

SUMMARY: Staff seek direction from City Council regarding State of the City event donations.

RECOMMENDED ACTION: Staff recommends City Council discuss and provide direction to staff regarding State of the City event donations.

FISCAL/FINANCIAL IMPACT: No fiscal impact.

DISCUSSION: On March 27, 2025, the City held a State of the City event. As of April 8, 2025, the City has received \$27,300 in cash donations.

In the prior year, such donations were awarded as scholarships to the South El Monte community's students as follows:

South El Monte High School	\$1,000 x 22 students	\$22,000
Sheriff Academy	\$1,000 x 1 student	\$1,000
Shively	\$100 x 7 students	\$700
Epiphany	\$100 x 7 students	\$700
Miramonte	\$100 x 8 students	\$800
Monte Vista	\$100 x 8 students	\$800
Total		\$26,000

Staff recommends City Council discuss and provide direction to staff regarding how to award scholarships to students during the current year.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 10.b.

DATE: May 6, 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. 25-045, AUTHORIZING THE CITY MANAGER TO EXERCISE THE RIGHT TO TERMINATE THE CONTRACT SERVICES AGREEMENT WITH MOSS, LEVY & HARTZHEIM, LLP AND AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FOR AUDITING SERVICES

SUMMARY: On May 23, 2023, the City Council approved an Contract Services with Moss, Levy & Hartzheim, LLP ("MLH") for auditing services. Staff is now recommending the City Council authorize the City Manager to exercise the City's right to terminate the Contract Services Agreement with MLH. Additionally, Staff is seeking the City Council's authorization to issue a Request for Proposals for auditing services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-045, to authorize the City Manager to terminate the Contract Services Agreement with Moss, Levy & Hartzheim, LLP; and
2. Authorize staff to issue a Request for Proposals for auditing services.

FISCAL/FINANCIAL IMPACT: The fiscal impact is unknown at this time.

DISCUSSION: On May 24, 2023, City Council adopted Resolution No. 23-53 awarding a Contract Services Agreement to MLH for auditing services.

Pursuant to Section 7.7 (Termination Prior to Expiration of Term) of the Contract Services Agreement, the City may terminate the Contract Services Agreement with or without cause, provided that it provide MLH with 30-day. Staff recommends City Council authorize the City Manager to terminate the Contract Services Agreement with MLH and authorize staff to issue an RFP for auditing services.

ATTACHMENT(S):

- A. Resolution No. 25-045

ATTACHMENT A

RESOLUTION NO. 25-045

**A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO TERMINATE THE
CONTRACT SERVICES AGREEMENT WITH MOSS, LEVY &
HARTZHEIM, LLP**

WHEREAS, the City of South El Monte (“City”) contracted with Moss, Levy & Hartzheim (“MLH”) for auditing services on May 24, 2023; and

WHEREAS, pursuant to Section 7.7 (Termination Prior to Expiration of Term) of the Contract Services Agreement with MLH, the City may terminate the Contract Services Agreement with or without cause, provided that it provide MLH with 30-day written notice; and

WHEREAS, pursuant to Section 7.7 of the Contract Services Agreement, the City Council wishes to authorize the City Manager to exercise the City’s right to terminate the Contract Services Agreement; and

WHEREAS, the City Council further wishes to authorize staff to issue a Request for Proposals for auditing services.

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

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full.

SECTION 2. The City Council hereby authorizes the City Manager to exercise Section 7.7 of the Contract Services Agreement with MLH. The City Council further authorizes staff to issue a Request for Proposals for auditing services.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, ADOPTED this 6th day of May 2025.

Gloria Olmos, Mayor

ATTEST:

Adrian Garcia, 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. 25-045, 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 6th day of May 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 Council Agenda Report

Agenda Item No. 10.c.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Danilo Batson, Interim Director of Public Works

SUBJECT: PRESENTATION AND DIRECTION ON MERCED AVENUE GREENWAY PROJECT PHASE 2 NORTH AND APPROVE 80% DESIGN

SUMMARY: Merced Avenue Greenway Phase 2 North project, Rush Street to Fern Street, includes installation of stormwater capture and infiltration facilities, landscaping, bicycle and pedestrian improvements, and paving. Currently, the project is 80% design.

RECOMMENDED ACTION: Receive presentation and approve 80% Design and direct staff as needed.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact regarding this action. Staff will return to Council to request authorization to apply for additional construction funding as opportunities present and if there are any modifications to the current design.

DISCUSSION: Phase 2 will complete the remaining .5 mile of the 1.1 mile Merced Avenue Greenway project. This project is the result of a community participatory planning and design effort that began in 2017. Phase 1, Lerma to Rush, recently completed construction and was dedicated on March 1, 2025. Phase 2 of the project reflects a business-focused design for the commercial segment of the corridor. Taking into account business and community design considerations collected through an extensive outreach and engagement campaign that included door-to-door canvassing, phone call follow-ups, multi-lingual communications, community workshops, presentations, pop-events and on-site demonstrations. The resulting design features include street improvements to reduce localized flooding, improve traffic flow and maintain business operations, reconstruct compliant driveways and sidewalks, improve water quality and supply through underground stormwater capture and infiltration structures with porous concrete conveyance, enhance street beautification through landscaping planters with trees and native plants, improve bicycle and pedestrian mobility, and provide roadway rehabilitation, striping and related improvements.

The project is located along Merced Avenue between Rush Street and Fern Street to the border with the City of El Monte. Total project length of Phase 2 is approximately 0.5

mile.

On May 28, 2024, the City Council adopted Resolution 24-181, approving an amended contract to complete the Phase 2 Merced Avenue Greenway North 100% Construction Documents (CD) package and provide on-going, supportive community engagement and administrative services for the project.

The 60% Phase 2 design package milestone was reached at the end of February 2025, with the 100% Construction Documents on target to be completed by this summer 2025. Completing the shovel-ready CD package by this summer is critical to maintain already secured construction funding by maintaining a deliverable schedule capable of meeting grant requirements. To date, the project team has secured approximately \$11.8 Million in construction funding, see summary chart below. The current project estimate, at 80% Design, is \$14.6 Million (including soft costs), with a funding gap of approximately \$3.0 Million. As a proactive measure, the project team will continue to seek additional construction funding to mitigate current uncertainty in the trade and commodity markets and shifting governmental policies and priorities to close the funding gap.

Funder Type	Entity	Grant Program	Award Amount
Federal	HUD	Community Planning	\$3.2 M
Federal	EPA	Community Change	\$3 M
State	Caltrans	ATP Cycle 6	\$2.6 M
State	Caltrans	Clean California Round 2	\$3.2 M
Phase 2	Constructio n	Funding Secured Awarded	/\$11.8 M
EstimatedTotal Project Cost			\$14.8 M
EstimatedFunding Gap			(\$3.0 M)

Additionally, staff, with project team assistance, are engaging with the State granting agencies to secure timeline extensions and/or submittal accommodations. By this summer, the Construction Documents, with a 100% Engineer's estimate, will be completed. The shovel-ready project will have an established total construction budget and the status of secured and any pending funding sources are expected to be known.

Finally, if the City decides to alter or modify the design significantly, four (4) items that should be noted are:

1. **Soft Cost Increases** – may result as the project is near final design,
2. **Grants/Funding Lost** - some funds may be lost since these grants were secured/awarded based on the current benefits, features and improvements included in the 80% design and the City's original grant application,
3. **Grants Claw Backs** - some granting agencies may request funds to be returned to them since the original project, as listed in our original grant application, will not be completed, and
4. **Project Timeline Delays** - current project milestones and timelines may not be met, resulting in the potential for loss of grant funds.

Staff recommends City Council receive a presentation, approve the 80% Design, and direct staff as needed for the completion of the Phase 2 Design Package for a shovel-ready project and pursue additional project funding sources as they become available.

ATTACHMENT(S):

- A. Presentation
- B. Phase 2 Plans



ATTACHMENT A

City Council Project Update | May 6, 2025

MERCED AVE GREENWAY

Phase II North Design and Overall Project Update





Merced Avenue Greenway A Community-Led Project

- ❑ Community Participatory Planning and Design
- ❑ Two Phase Implementation Strategy
- ❑ Benefits Meet Both City & Community Needs



Design Balances Needs & Place



ActiveSGV conducts inclusive, multilingual community outreach via fact sheet in English, Spanish, Chinese, and Vietnamese

- ❑ Community-led Planning & Design Process began in 2015 w/ReDesign LA
- ❑ Two Phase Design & Implementation Strategy Adopted in 2020
- ❑ Ongoing Engagement & Stewardship continues today:
 - ❑ Community Workshops
 - ❑ Community & Youth Presentations
 - ❑ Pop-Up & Tabling Events
 - ❑ Walking & Biking Tours
 - ❑ Pedestrian & Bike Counts
 - ❑ Door to Door Canvassing & Surveys
 - ❑ Website & Social Media posts

SGV Paving the Way for Complete Streets

Baldwin Park | Claremont | Duarte | El Monte | Glendora | Irwindale | LA County Unincorporated | Monterey Park | Monrovia
Montebello | Pasadena | Pomona | Rosemead | San Dimas | San Gabriel | **South El Monte** | South Pasadena | Temple City

Claremont – Foothill Blvd



El Monte – Ramona at Tyler



Baldwin Park – Pacific Ave



Project Benefits and Goals

☐ City Benefits

- ☐ Attract Fed, State & Local grant investment to the City
- ☐ Improve stormwater quality to help the City comply with MS4 Permit
- ☐ Repaved and stripe road surfaces for longevity and safety
- ☐ Reconstruct non-compliant driveways, sidewalks and ADA ramps
- ☐ Reduce localized flooding
- ☐ Bio-infiltration planters to capture and treat stormwater and low flows

☐ Community Goals

- ☐ Beautify, shade, and cool the street and sidewalks
- ☐ Improve overall connectivity and safety for vehicles, pedestrians, and cyclists
- ☐ Invite nature back to the street by providing native habitat planters





Phase 1 | Highlights

- ❑ Lerma Street North to Rush Street
- ❑ Construction Timeline – January 2024 to March 2025
- ❑ Funded by \$11.9 Million in Federal, State and Local Grants
- ❑ Elements:
 - ❑ 133 new native trees and 3,000+ native plants
 - ❑ San Gabriel Valley's first sidewalk-level bike path (0.6 mile)
 - ❑ Bio-infiltration planters capable of capturing and treating an average of 7 million gallons of stormwater while infiltrating approximately 2.1 million gallons annually
 - ❑ All new street paving, striping with new high visibility crosswalks
 - ❑ All new sidewalks, driveways, curbs and gutters, with porous concrete at on-street parking areas

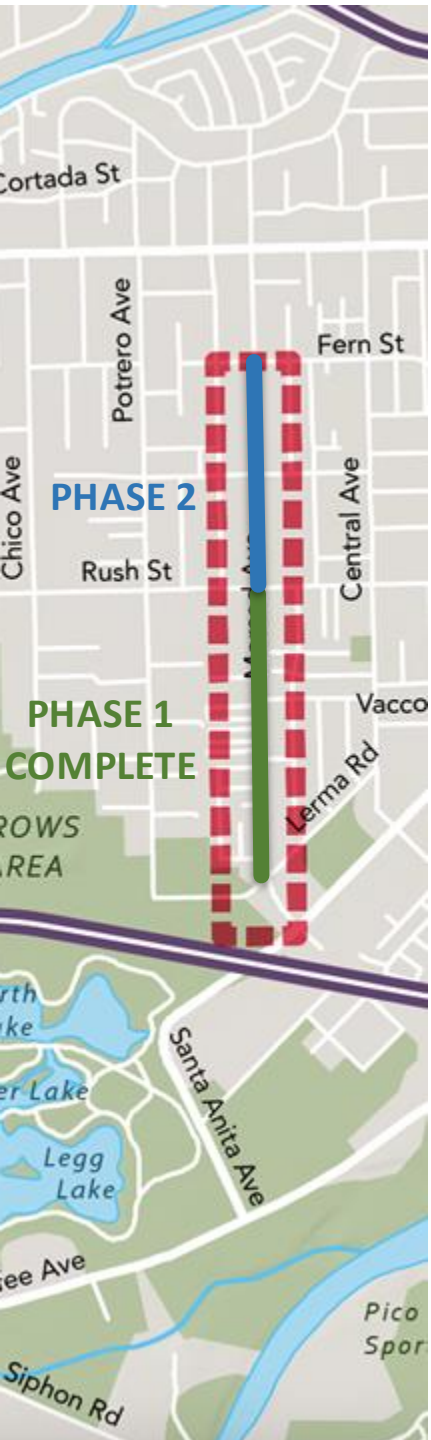
Celebrating Phase 1 Completion

- ❑ Over 200 attended the March 1st Ribbon Cutting & Project Dedication of Merced Ave Greenway, a 0.6 mile segment south of Rush Street
- ❑ Community members, VIPs, funders, team members joined residents of Merced Ave and surrounding neighborhoods to celebrate
- ❑ Guided walking and biking tours of the project were provided by Active SGV staff



Phase 2 | Closing the Gap

Complete Streets | Mobility, Connectivity, Safety, Beautification



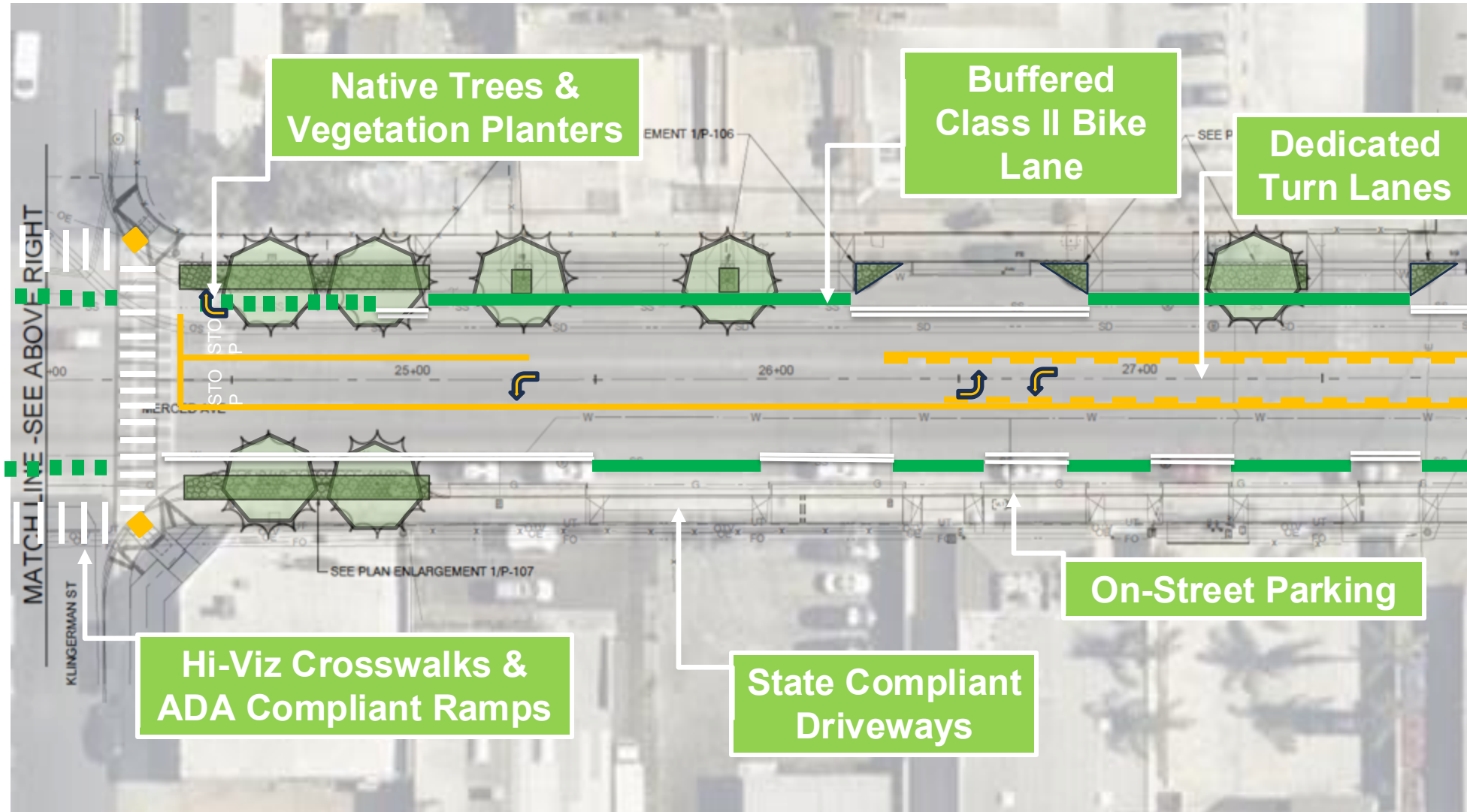
- Existing Bicycle Lanes
South El Monte: Phase 1 Merced: Class IV
El Monte: Class II
- Current South El Monte GAP (0.5-mile)
Phase 2: Planned Class II



Parking Count

Existing	57
Post-Construction	52
Loss (Compliance Factors)	5

Beautification, Compliance, & Safety



Notes:

1. Change is due to CA Daylighting Law (AB 413) and accessibility compliant driveway and pedestrian path requirements.

Improve WQ/WS

Stormwater Capture & Infiltration

Target Capture Volume

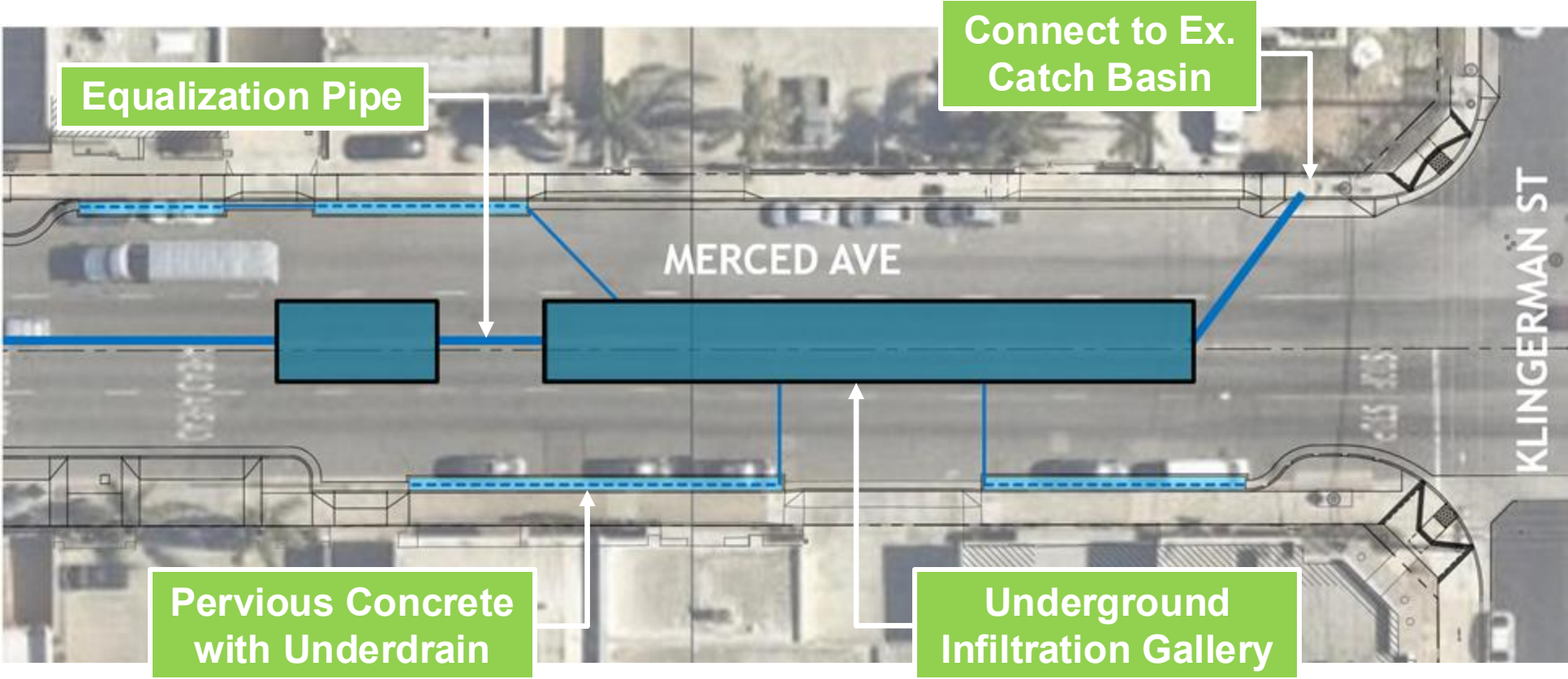
85th Percentile Storm 435,186 gal

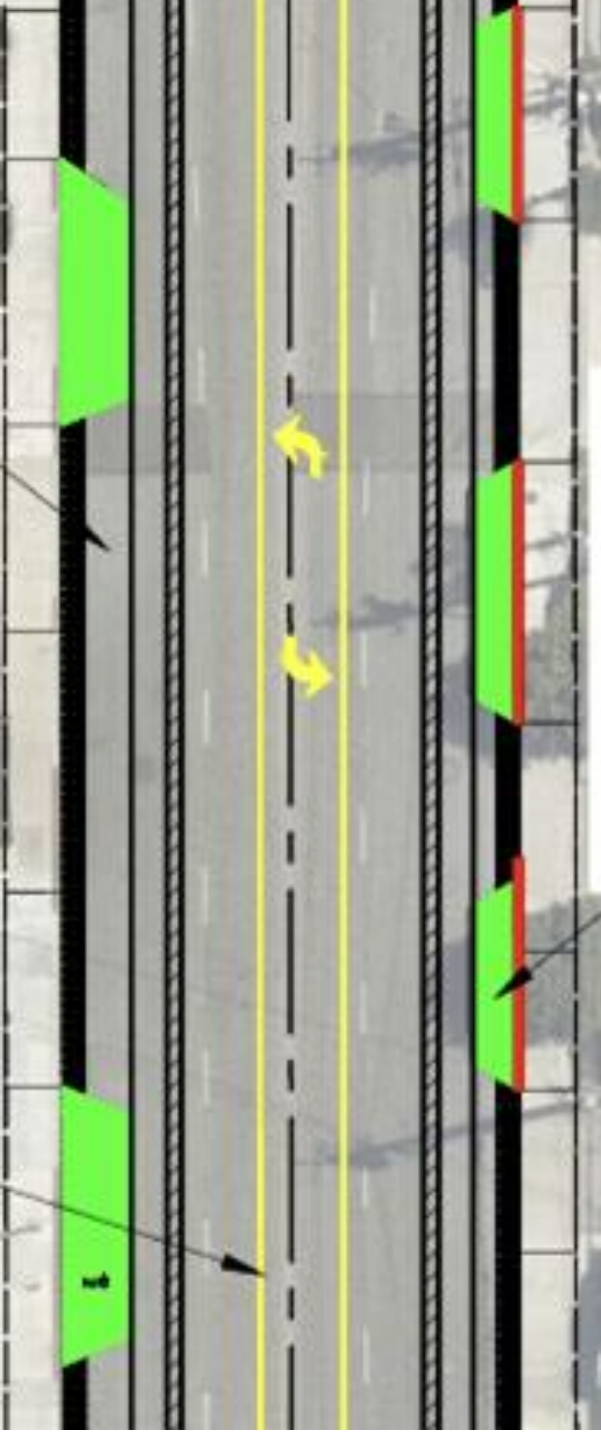
Captured Volume

Pervious Concrete 24,745 gal

Infiltration Galleries 418,220 gal

Total 442,965 gal





Phase 2 | Project Highlights

- ❑ Construction Timeline – Target Start Date: January 2026
- ❑ Close Merced Ave street improvement and bike lane gap between Rush St and Fern St connecting with El Monte
- ❑ Reduce water pollution and increase supply via underground infiltration galleries to capture, treat, and infiltrate stormwater
- ❑ Incorporate center turn lane and high-visibility crosswalks
- ❑ Reconstruct non-compliant sidewalks and driveways
- ❑ New street pavement with porous concrete at parking areas
- ❑ 22 trees and 1,000+ native plants



Phase 2 | 60% Design Estimate

Site Preparation and Demolition	\$ 1,936,657
Water Quality Treatment	\$ 2,857,700
Pavement	\$ 3,019,425
Signage and Striping	\$ 240,747
Landscaping	\$ 658,600
Utilities	\$ 531,550
General Conditions	\$ 900,700

SUBTOTAL HARD COST	\$ 10,145,378
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Mobilization	\$ 507,269
Contingency	\$ 1,521,807
Escalation (1 year)	\$ 730,467

TOTAL HARD COST	\$ 12,904,921
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ADDITIVE ALTERNATES

Nighttime or Weekend Construction	\$ 455,000
Cool Pavement	\$ 460,000
Reconstruct Ex. Compliant Sidewalks and Driveways	\$ 275,000

Phase 2 | Design Schedule

Task	Start	End
Site Investigation	7/25/24	10/11/24
Conceptual Design	8/30/24	11/12/24
Develop Concept Design	8/30/24	10/11/24
PDR Addendum	10/14/24	11/12/24
Plans, Specifications, and Estimates	11/6/24	8/21/25
60% Design	11/6/24	2/20/25
Draft 100% Design	3/3/25	5/19/25
Final 100% Design	8/8/25	8/21/25
Permits/Plan Reviews (LACFCD and LACDPH)	2/20/25	8/8/25



PHASE 2 CONSTRUCTION: \$11.8 Million Funding Secured & \$3 Million Pending

Funders | Complete Streets & Mobility

		\$3.2 Million	Local sustainable streets, beautification focus and at risk youth workforce development opportunity
		\$2.6 Million	Increase the safety and mobility of non-motorized users, increase non-motorized trips, and enhance public health
		\$3 Million	Complete continuous street improvements, water quality system and pedestrian and bike connectivity improvements
		\$3 Million	Support capacity building and increase community climate resilience by implementing place-based improvements that are responsive to community and stakeholder input



Q & A Discussion



Council for
Watershed Health



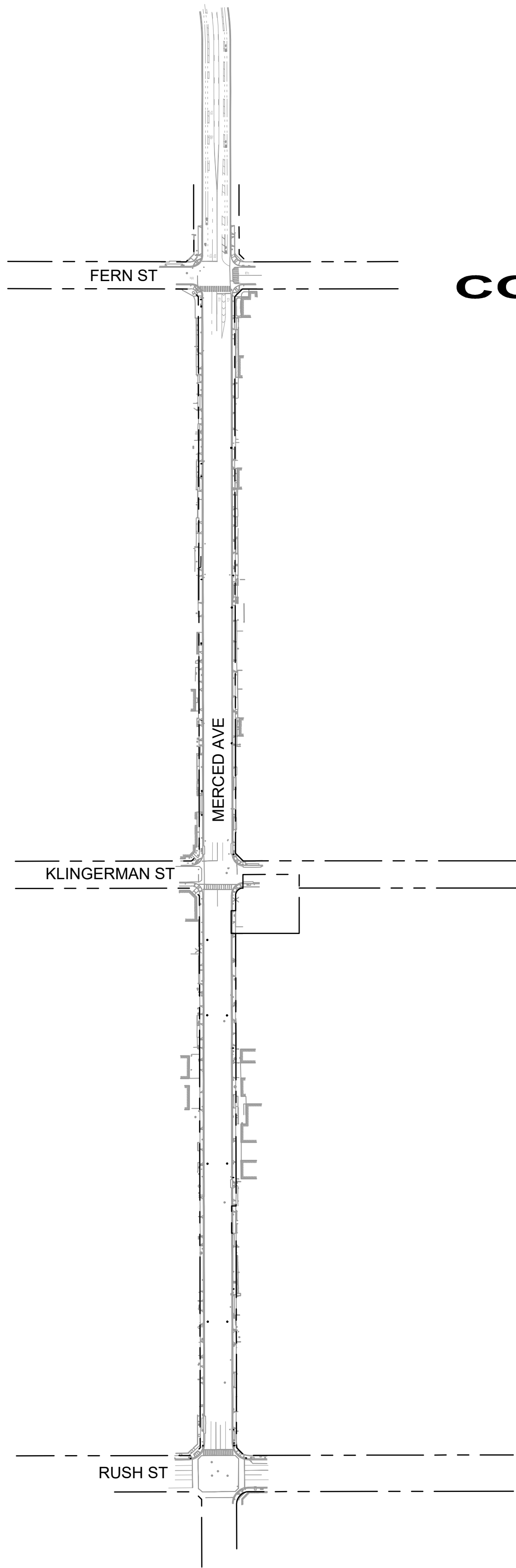
TETRA TECH



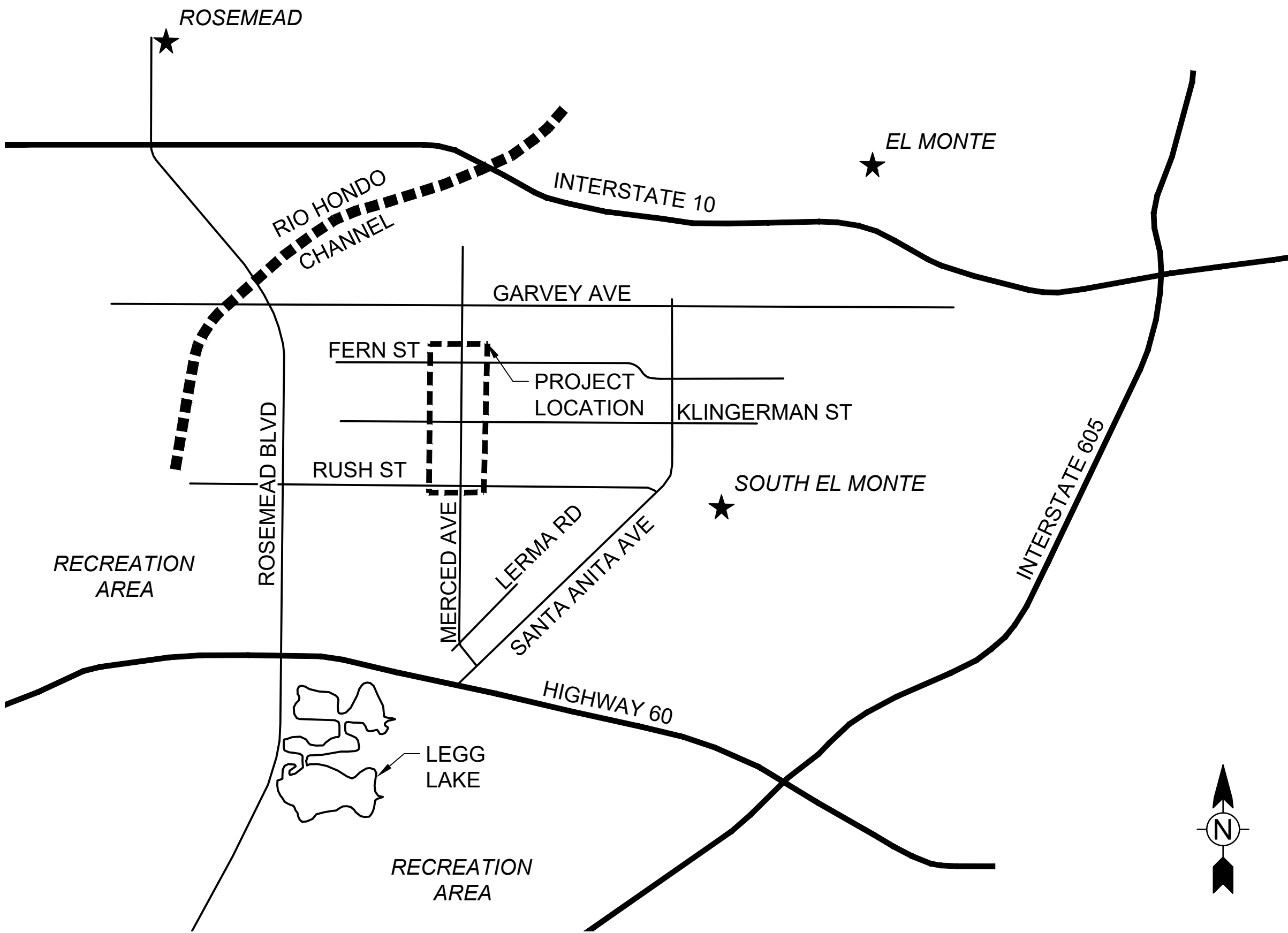
TRANSTECH

ATTACHMENT B

CITY OF SOUTH EL MONTE
CALIFORNIA
COUNCIL FOR WATERSHED HEALTH
MERCED AVENUE
GREENWAY PROJECT
PHASE 2



SITE MAP
1" = 200'



VICINITY MAP
NOT TO SCALE

PROJECT TEAM

CITY OF SOUTH EL MONTE

PLANNING AND ENGINEERING: COLBY CATALDI
COMMUNITY DEVELOPMENT DIRECTOR
1415 SANTA ANITA AVE
SOUTH EL MONTE, CA 91733
PHONE: (626) 579-6540

OVERSIGHT AND REVIEW: RACHAEL BARBOSA
CITY MANAGER
1415 SANTA ANITA AVE
SOUTH EL MONTE, CA 91733
PHONE: (626) 579-6540

CONTRACTING: IRMA PENICHE
GRANTS COORDINATOR
1415 SANTA ANITA AVE
SOUTH EL MONTE, CA 91733
PHONE: (626) 579-6540

CITY ENGINEER: MICHAEL ACKERMAN
CITY OF SOUTH EL MONTE
1415 SANTA ANITA AVE
SOUTH EL MONTE, CA 91733
PHONE: (626) 579-3163

DESIGN CONSULTANTS

PRIME CONSULTANT:
TETRA TECH, INC.
STREET IMPROVEMENT AND STORMWATER DESIGN

JASON FUSSEL, PE, PLS, ENV SP, QSD/P
PRINCIPAL IN CHARGE

ELVA PANGILINAN, PE, ENV SP
PROJECT MANAGER
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MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2
TITLE SHEET

Project No.: 200-73157-18001-02
Designed By: NP/CM/RA
Drawn By: NP/CM/RA
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G-001
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LEGEND

	EXISTING WATER PIPELINE
	EXISTING STORM DRAIN PIPELINE
	EXISTING SANITARY SEWER PIPELINE
	EXISTING OVERHEAD TELEPHONE LINE
	EXISTING OVERHEAD ELECTRICAL LINE
	EXISTING UNDERGROUND ELECTRICAL LINE
	EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING OVERHEAD FIBEROPTICS LINE
	EXISTING NATURAL GAS PIPELINE
	EXISTING OVERHEAD COMMUNICATIONS LINE
	EXISTING UNDERGROUND COMMUNICATIONS LINE
	MINOR (1') CONTOUR LINE
	MAJOR (5') CONTOUR LINE
	ROAD CENTERLINE ALIGNMENT
	RIGHT-OF-WAY
	SAWCUT
	PROPOSED LINEWORK
	EXISTING LINEWORK
	VEGETATION
	CHAIN LINK FENCE
	WROUGHT IRON FENCE
	AC PAVEMENT - GRIND AND OVERLAY
	FULL DEPTH RECONSTRUCTION
	CONCRETE CEMENT CONCRETE
	DETECTABLE WARNING SURFACE
	PLANTER
	PERVIOUS PAVERS - UNLINED
	PERVIOUS PAVERS - LINED
	INFILTRATION GALLERY

	LOCAL BENCHMARK
	STREET LIGHT POLE
	GAS VALVE
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	WATER VALVE
	WATER METER
	STORM DRAIN INLET
	TELECOMMUNICATION BOX
	ELECTRICAL BOX
	TELEVISION BOX
	GAS METER
	POLE
	TRAFFIC SIGNAL POLE
	POWER POLE
	SIGN
	GUY WIRE

GENERAL NOTES

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND FIELD INSPECTION. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF SOUTH EL MONTE DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OF SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITION DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGES, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
- ALL WORK SHALL CONFORM TO THE LATEST EDITION AND SUPPLEMENT OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION AND THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC).
- ALL UTILITY BOXES SUCH AS WATER METER, EDISON AND OTHERS SHALL BE LEVELED TO FINISH SURFACE.
- THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEY IF IT IS DEEMED NECESSARY BY THE CITY ENGINEER.

ABBREVIATIONS

AC	ASPHALT CONCRETE	R&S	REMOVE AND SALVAGE
ACC	ACCESSIBLE	R/C	RETAINING CURB
ADA	AMERICAN DISABILITIES ACT	RCP	REINFORCED CONCRETE PIPE
AGG	AGGREGATE	ROW	RIGHT-OF-WAY
BC	BEGINNING OF CURVE	RT	RIGHT TANGENT
BCR	BEGIN CURB RETURN	S	SLOPE
BEG	BEGIN	SD	STORM DRAIN
BMP	BEST MANAGEMENT PRACTICE	SGVW	SAN GABRIEL VALLEY WATER
CB	CATCH BASIN	SS	SANITARY SEWER
CF	CURB FACE	STA	STATION
CFS	CUBIC FEET PER SECOND	STD	STANDARD
CH	CHAPTER	SW	SIDEWALK
C/L	CENTERLINE	TC	TOP OF CURB
CLF	CHAIN LINK FENCE	TEL	TELEPHONE
CO	CLEAN OUT	TG	TOP OF GRATE
CONC	CONCRETE	TYP	TYPICAL
D	DELTA	VCP	VITRIFIED CLAY PIPE
DOC	DOCUMENT	W	DOMESTIC WATER
DWG	DRAWING	WSE	WATER SURFACE ELEVATION
E	ELECTRICAL LINE	WV	WATER VALVE
(E)	EXISTING	C/L	CENTERLINE
EA	EACH	(L)	LEFT
EC	END OF CURVE	(R)	RIGHT
ECR	END CURB RETURN		
EL	ELEVATION		
ELEV	ELEVATION		
EX	EXISTING		
FG	FINISH GRADE		
FL	FLOWLINE		
FS	FINISH SURFACE		
G	GAS LINE		
GA	GAUGE		
GALV	GALVANIZED		
GB	GRADE BREAK		
GTR	GUTTER		
GV	GAS VALVE		
HIBR	HIGH INFILTRATION BIOFILTRATION		
HP	HIGH POINT ELEVATION		
HR	HOUR		
IN	INCHES		
INV	INVERT		
LASD	LOS ANGELES SANITATION DISTRICT		
LACFCD	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT		
LF	LINEAR FOOT		
LP	LOW POINT ELEVATION		
LT	LEFT TANGENT		
MAX	MAXIMUM		
MH	MANHOLE		
MIN	MINIMUM		
NO	NUMBER		
NTS	NOT TO SCALE		
OC	ON CENTER		
OD	OUTSIDE DIAMETER		
OP	CURB OPENING		
PLNT	PLANTER		
POC	POINT OF CONNECTION		
PVMT	PAVEMENT		
(P)	PROPOSED		
PROP	PROPOSED		



MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE	Project No.: 200-73157-18001-02
MERCED AVENUE GREENWAY PHASE 2	Designed By: NP/CM/RA
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GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE PROJECT TECHNICAL SPECIFICATIONS. WORK NOT COVERED BY THE PROJECT SPECIFICATIONS SHALL CONFORM TO THE STANDARD PLANS OF LOS ANGELES COUNTY, THE CITY OF SOUTH EL MONTE, AMERICAN PUBLIC WORKS ASSOCIATION, AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITIONS).
2. THE CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THEREON. THE CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL CONDITIONS OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE CITY OF ANY CONDITIONS REQUIRING CORRECTION OR MODIFICATION PRIOR TO PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL WORK ON THE SITE.
4. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE. DIMENSIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO PROCEEDING WITH THE WORK. THE CITY SHALL BE NOTIFIED OF ANY CORRECTIONS REQUIRED.
5. NOTES AND TYPICAL DETAILS APPLY TO ALL DRAWINGS UNLESS NOTED OTHERWISE.
6. FRAMING CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE FRAMED SIMILAR TO THE DETAILS SHOWN FOR RESPECTIVE MATERIALS.
7. TRADE NAMES AND MANUFACTURERS REFERRED TO ARE FOR QUALITY STANDARDS ONLY. EQUALS WILL BE PERMITTED ONLY AS APPROVED BY THE CITY. SUBMITTALS AND/OR SHOP DRAWING ARE REQUIRED FOR ALL PRODUCTS OR ITEMS TO BE INSTALLED. SEE SPECIFICATIONS.
8. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE COMPLETE AND PROPER EXECUTION OF THE WORK.
9. THE GENERAL CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS; AND PERFORM ALL WORK NECESSARY, INDICATED, REASONABLY INFERRED OR REQUIRED BY ANY CODE WITH JURISDICTION. ALL CONTRACTORS SHALL COMPLETE THEIR SCOPE OF WORK FOR A COMPLETE AND PROPERLY FINISHED JOB. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE COMPLETE AND PROPER EXECUTION OF THE WORK.
10. THE CONTRACTOR SHALL PROVIDE PROPER ANCHORAGE OF ALL EQUIPMENT AND ASSEMBLIES SHOWN HEREIN IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, TRADE AND INDUSTRY STANDARDS, AND ALL GOVERNING CODES AND ORDINANCES.
11. WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
12. ALL WORK SHALL BE PERFORMED TO THE HIGHEST STANDARDS OF PRACTICE FOR EACH TRADE.
13. ALL COSTS FOR PERMITS AND MISCELLANEOUS FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE SPECIFICATIONS.
14. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND FACILITIES, AND PROTECT THEM FROM DAMAGE AS REQUIRED. THOSE IMPACTED MUST BE REPAIRED OR REPLACED TO FUNCTION AS WELL AS THEIR EXISTING CONDITION.
15. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED BY THE WORK SHALL BE VERIFIED BY THE CONTRACTOR BEFORE COMMENCING THE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE DRAWINGS.
16. ALL DISSIMILAR METALS SHALL BE SUFFICIENTLY ISOLATED FROM EACH OTHER TO PREVENT GALVANIC ACTION.
17. ALL PIPING, DUCTS, AND CONDUIT WHICH PENETRATE WALLS AND FLOORS SHALL BE INSTALLED IN A MANNER THAT WILL PRESERVE THE FIRE RESISTIVE, WATERPROOFING, AND STRUCTURAL INTEGRITY OF THE BUILDING.
18. CONTRACTOR TO DESIGN AND PROVIDE ALL NECESSARY SHORING AND BRACING FOR REMOVAL ITEMS OR CONSTRUCTION OF IMPROVEMENTS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL DRAWINGS WITH ITS SUBCONTRACTORS. ALL SUBCONTRACTORS SHALL BE FURNISHED WITH COMPLETE SETS OF PLANS AND SPECIFICATIONS BY THE CONTRACTOR.
20. NOTIFICATION: AT LEAST TEN (10) DAYS BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY, IN WRITING, ABUTTING PROPERTY OCCUPANTS OF THE PROPOSED CONSTRUCTION START DATE. A COPY OF SAID WRITTEN NOTIFICATION SHALL BE PROVIDED TO THE INSPECTOR FOR APPROVAL BEFORE THEY ARE DISTRIBUTED TO THE OCCUPANTS OF THE ABUTTING PROPERTY.
21. TRENCH COMPACTION AND SUBGRADE COMPACTION TESTS SHALL BE PERFORMED BY A LABORATORY DESIGNATED BY THE CITY, UTILIZING CALIFORNIA TEST METHOD NO. 216 AND 231. THE CITY WILL FURNISH FIRST TESTS, WHEN REQUESTED, AT NO COST TO THE CONTRACTOR. ANY RE-TESTING REQUIRED DUE TO FIRST TEST FAILURES SHALL BE MADE AT LOCATIONS ORDERED BY THE ENGINEER, AND SHALL BE AT THE CONTRACTOR'S EXPENSE - COST OF WHICH WILL BE DEDUCTED FROM THE CONTRACTOR'S FINAL PAYMENT.
22. ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT CONCRETE OR P.C.C. PAVING WHICH ARE BEING JOINED OR MATCHED IN CONNECTION WITH THE PROJECT, SHALL BE JOINED, OR MATCHED IN A MANNER SATISFACTORY TO THE CITY ENGINEER, INCLUDING NECESSARY SAWCUTTING, REMOVAL, REPLACEMENT OR CAPPING.
23. THE CONTRACTOR SHALL CONDUCT HIS CONSTRUCTION OPERATIONS IN SUCH A MANNER THAT STORM OR OTHER WATERS MAY PROCEED UNINTERRUPTED ALONG THE STREET OR DRAINAGE COURSES.
24. ALL BURIED VALVES SHALL BE PROVIDED WITH RISERS, VALVE BOXES AND COVERS. NUTS AND BOLTS SHALL BE 316 STAINLESS STEEL.
25. AN ENCROACHMENT PERMIT SHALL BE OBTAINED AND FEES PAID FOR CONSTRUCTION INSPECTION PRIOR TO STARTING WORK. FOR QUESTIONS CONTACT THE ENGINEERING DIVISION, ENCROACHMENT PERMITS AND INSPECTION SECTION.
26. THE CONTRACTOR SHALL CONTACT THE CITY TO ARRANGE FOR A PRE-CONSTRUCTION MEETING PRIOR TO CONSTRUCTION START.
27. FOR ALL WORK, SUBJECT TO APPROVAL AND INSPECTION BY CALTRANS OR COUNTY OF LOS ANGELES, OBTAIN A PERMIT FROM THOSE JURISDICTIONS 30 DAYS PRIOR TO CONSTRUCTION WITHIN THEIR RIGHT-OF-WAY OR CONNECTION TO THEIR UTILITIES.
28. ALL WORK SHALL CONFORM TO THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC) AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE LATEST EDITIONS OF THESE MANUALS SHALL BE USED UNLESS OTHERWISE NOTED ON THE PLANS.
29. WORK IN PUBLIC STREETS, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY TO AVOID UNNECESSARY INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
30. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM AND IN CONNECTION WITH THE CONSTRUCTION.
31. THERE SHALL BE NO ABOVE-GROUND OBSTRUCTION IN ANY PORTION OF THE SIDEWALK

- EXCEPT WHERE THE WIDTH, EXCLUSIVE OF THE CURB WIDTH, IS 6 FEET OR GREATER.
- AT THE EARLIEST OPPORTUNITY OR PRIOR TO FORMING SIDEWALKS, THE CONTRACTOR SHALL CONTACT THE LOCAL POSTAL OFFICE FOR LOCATION APPROVAL AND TYPE OF MAILBOX RECEPTACLES TO BE INSTALLED. MAILBOX RECEPTACLES, WHEN LOCATED BEHIND THE CURB, SHALL NOT BE INSTALLED WITHIN THE CURVE SECTIONS OF CUL-DE-SAC BULBS AND KNUCKLES.
- CONSTRUCT WALK RETURNS AND TRANSITIONS PER SPPWC. WALK TRANSITIONS AROUND DRIVEWAYS AND UTILITIES SHALL CONFORM WITH DETAILS SHOWN THEREON.
- CONSTRUCT COMMERCIAL AND RESIDENTIAL DRIVEWAYS PER SPPWC STANDARD PLAN 110 UNLESS OTHERWISE SHOWN. PRIOR TO FORMING CURB AND GUTTER, THE CONTRACTOR SHALL CONFER WITH THE CITY INSPECTOR TO SECURE APPROVAL FOR ALL DRIVEWAY LOCATIONS AND WIDTHS.
- CONSTRUCT STREET NAME SIGNS PER LOCATIONS SHOWN ON PLAN IN ACCORDANCE WITH CURRENT CITY SPECIFICATIONS AND STANDARD PLANS FOR STREET NAME SIGNS. ALL STREET NAME SIGNS AT AN INTERSECTION SHALL BE OF THE SAME TYPE AND SHALL HAVE ASTM TYPE IX RETRO-REFLECTIVE SHEETING WITH AN ANTI-GRAFFITI OVERLAY FILM. STREET NAME SIGNS SHALL BE POSTED PRIOR TO OCCUPANCY OF BUILDINGS.
- PROVIDE A STREET LIGHTING SYSTEM APPROVED BY THE CITY AND PROVIDE FOR THE TEMPORARY OPERATIONS OF THE STREET LIGHTING SYSTEM.
- THICKNESS OF BASE MATERIALS WILL BE PER SPPWC AND SSWPC OR AS SPECIFIED IN THE APPROVED PROJECT GEOTECHNICAL REPORT.
- CRUSHED MISCELLANEOUS BASE (CMB) MAY BE USED UNDER CURBS, GUTTERS, WALKS, AND DRIVEWAYS IN LIEU OF CRUSHED AGGREGATE BASE.
- ANY DISTURBANCE OF LOOP DETECTORS OR SIGNAL EQUIPMENT WILL REQUIRE SIGNAL MODIFICATION PLANS TO BE SUBMITTED TO THE CITY. THE CONTRACTOR SHALL CONFORM WITH THE APPROVED PLANS.
- DRIVEWAYS SHALL NOT ENCRDACH IN THE 5 (FIVE) FEET GUTTER PORTION OF LOCAL DEPRESSIONS.
- ALL UTILITY LINES SHALL BE UNDERGROUND. CONTACT CITY ENCROACHMENT PERMITS AND INSPECTIONS SECTION FOR PERMITTING INFORMATION RELATED TO UTILITY INSTALLATIONS WITHIN THE PUBLIC RIGHT OF WAY. NO UTILITY STRUCTURE OR LINE SHALL BE PLACED WITHIN THE PUBLIC RIGHT OF WAY WITHOUT HAVING VALID PERMITS. UNPERMITTED UTILITIES SHALL BE REMOVED AT CONTRACTOR'S/APPLICANT'S SOLE EXPENSE.
- NO DRIVEWAYS SHOULD BE LOCATED WITHIN 25 FEET UPSTREAM OF A CATCH BASIN WHEN THE STREET GRADE IS 6% OR GREATER.
- RIP RAP NOTES:

A. ROCKS FOR GROUTED RIP RAP SHALL BE GOOD QUALITY RIVER RUN ROCK. THE SMALLEST DIMENSION SHALL NOT BE LESS THAN SIX (6) INCHES NOR GREATER THAN 18 INCHES. THE LARGEST DIMENSION SHALL NOT EXCEED FOUR (4) TIMES THE SMALLEST DIMENSION.

B. THERE SHALL BE A GROUT BED AT LEAST TWO (2) INCHES BENEATH THE FIRST LAYER OF ROCK. ALL THE VOIDS BETWEEN THE ROCKS SHALL BE FILLED WITH GROUT. MAXIMUM SPACING BETWEEN ROCKS SHALL BE TWO (2) INCHES.

C. SURFACE ROCKS SHALL BE EMBEDDED FROM 1/2 TO 2/3 OF THEIR MAXIMUM DIMENSION.

PIPE BEDDING SHALL BE IN ACCORDANCE WITH SPPWC UNLESS OTHERWISE NOTED.

ALL CONSTRUCTION JOINTS FOR P.C.C. CURBS, GUTTERS, DRIVEWAYS AND SIDEWALKS SHALL BE IN ACCORDANCE WITH SPPWC STANDARD PLAN NO. 112.

THE LATEST REVISED PLAN OR DRAWING SHALL BE USED UNLESS OTHERWISE SPECIFICALLY NOTED.

REPAIR ANY CURB, GUTTER, SIDEWALK, AND PAVEMENT BROKEN OR DAMAGED DURING CONSTRUCTION.

A SIGNING AND STRIPING PLAN IS REQUIRED. THE APPLICANT SHALL SUBMIT SIGNING AND STRIPING PLANS FOR APPROVAL AND SHALL CONFORM WITH THE APPROVED SIGNING AND STRIPING PLAN PRIOR TO THE ACCEPTANCE OF THE STREETS FOR PUBLIC MAINTENANCE.

A TEMPORARY TRAFFIC CONTROL PLAN IS REQUIRED FOR WORK WITHIN PUBLIC RIGHT OF WAY PRIOR TO SECURING A CONSTRUCTION OR EXCAVATION PERMIT.

ALL EXISTING SIGNS AND POSTS LOCATED WITHIN THE PUBLIC RIGHT OF WAY THAT INTERFERE WITH PROPOSED WORK SHALL BE REMOVED, PRIOR TO WORK COMMENCING, AND REPLACED AT THE COMPLETION OF CONSTRUCTION.

ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE APWA STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION AND THE CONTRACT DOCUMENTS. PLANS AND SPECIFICATIONS ARE MADE A PART HEREOF AS IF SPELLED OUT IN THEIR ENTIRETY.

CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE AND ALL OTHER INTERESTED PARTIES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE START OF WORK.

AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA - U.S.A AT 1-800-422-4133) AND REQUEST THAT UTILITY OWNERS MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR FACILITIES. BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL POTHOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSINGS AND AT THE POINT OF TIE-IN; THEN CONTACT THE CITY'S REPRESENTATIVE SO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.

THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION SHALL OBTAIN ALL REQUIRED PERMITS AND HAVE A CURRENT CITY BUSINESS LICENSE(S).

DURING ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL OBSERVE, FOLLOW, AND IMPLEMENT ALL THE REQUIREMENTS OF THE NPDES AND STORMWATER POLLUTION PREVENTION PROGRAM AND KEEP THE WORK SITE, INCLUDING HAUL ROUTES, CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK, AND AT THE COMPLETION OF THE WORK, SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE JOB SITE, AND ALL THEIR TOOLS, SCAFFOLDING, AND SURPLUS MATERIALS, AND SHALL LEAVE THE JOB BROOM CLEAN. THE PROJECT SITE SHALL BE KEPT NEAT AND ORDERLY. TRASH AND DEBRIS GENERATED BY CONSTRUCTION OPERATIONS SHALL BE REMOVED FROM THE PROJECT SITE ON A REGULAR BASIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING, AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY'S REPRESENTATIVE THROUGHOUT THE CONSTRUCTION OPERATION.

THE CONTRACTOR SHALL KEEP A STRICT RECORD OF ALL CHANGES AND SUBMIT THIS RECORD TO THE CITY BEFORE THE FINAL ACCEPTANCE OF THE PROJECT SHALL BE FILED.

- THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID INJURY TO EXISTING IMPROVEMENTS OR FACILITIES, UTILITY FACILITIES, ADJACENT PROPERTY, AND TREE AND SHRUBBERY THAT ARE NOT TO BE REMOVED. ALL DAMAGE CAUSED TO STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS, OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE CITY ENGINEER OR HIS/HER DESIGNEE.
- THE CONTRACTOR SHALL DESIGNATE AND KEEP ON THE PROJECT AT ALL TIMES DURING ITS PROGRESS A COMPETENT SUPERINTENDENT WHO SHALL NOT BE REPLACED WITHOUT WRITTEN NOTICE TO THE CITY'S REPRESENTATIVE. THE SUPERINTENDENT WILL BE THE CONTRACTOR'S REPRESENTATIVE AT THE SITE AND SHALL HAVE AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. ALL COMMUNICATIONS GIVEN TO THE SUPERINTENDENT SHALL BE AS BINDING AS IF GIVEN TO THE CONTRACTOR. DURING PERIODS WHEN THE WORK IS SUSPENDED, THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR ANY EMERGENCY WORK, WHICH MAY BE REQUIRED.
- WHEN THE WORK OR ANY PORTION OF IT IS SUFFICIENTLY COMPLETE TO BE UTILIZED OR PLACED INTO SERVICE, THE CITY SHALL HAVE THE RIGHT UPON WRITTEN NOTIFICATION TO THE CONTRACTOR TO UTILIZE SUCH PORTIONS OF THE WORK AND TO PLACE THE OPERABLE PORTIONS INTO SERVICE AND TO OPERATE SAME. UPON SAID NOTICE AND COMMENCEMENT OF UTILIZATION OR OPERATION BY THE CITY, THE CONTRACTOR SHALL BE RELIEVED OF THE DUTY OF MAINTAINING THE PORTIONS SO UTILIZED OR PLACED INTO OPERATION; PROVIDED, HOWEVER, THAT NOTHING IN THIS NOTE SHALL BE CONSTRUED AS RELIEVING THE CONTRACTOR OF THE FULL RESPONSIBILITY FOR COMPLETING THE WORK IN ITS ENTIRETY, FOR MAKING GOOD DEFECTIVE WORK AND MATERIALS, FOR PROTECTING THE WORK FROM DAMAGE, AND FOR BEING RESPONSIBLE FOR DAMAGE.
- THE CONTRACTOR SHALL SO CONDUCT HIS OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC, AND HE SHALL HAVE UNDER CONSTRUCTION NO GREATER LENGTH OR AMOUNT OF WORK THAN HE CAN PROSECUTE PROPERLY WITH DUE REGARD TO THE RIGHTS OF THE PUBLIC. CONVENIENT ACCESS TO DRIVEWAYS, HOUSES, AND BUILDINGS ALONG THE LINE OF WORK SHALL BE MAINTAINED AND TEMPORARY CROSSINGS SHALL BE PROVIDED AND MAINTAINED IN GOOD CONDITION.
- UNTIL THE ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL HAVE THE RESPONSIBLE CHARGE AND CARE OF THE WORK AND OF THE MATERIALS TO BE USED THEREIN AND SHALL BEAR THE RISK OF INJURY, LOSS, OR DAMAGE TO ANY PART THEREOF BY THE ACTION OF ELEMENTS OR FROM ANY OTHER CAUSE, WHETHER ARISING FROM THE EXECUTION OR FROM THE NON-EXECUTION OF THE WORK.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK, AND THE CONTRACTOR SHALL FULLY COMPLY WITH ALL STATE, FEDERAL, AND OTHER LAWS, RULES, REGULATIONS, AND ORDERS RELATING TO SAFETY OF WORKERS AND ALL OTHERS; AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THIS MAY INCLUDE THE ISSUANCE OF PERSONAL PROTECTIVE EQUIPMENT.
- THE LANDS AND RIGHTS-OF-WAY FOR THE PROJECT TO BE CONSTRUCTED WILL BE PROVIDED BY THE CITY AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAKE HIS OWN ARRANGEMENTS AND PAY ALL EXPENSES FOR ADDITIONAL AREA REQUIRED BY HIM BEYOND THE LIMITS OF THE CITY'S LANDS AND RIGHTS-OF-WAY. THE CONTRACTOR SHALL FURNISH WRITTEN COPIES OF ALL PERMISSION GRANTED BY PRIVATE PARTIES FOR ACCESS OR USE IN RELATION TO THIS PROJECT. AT THE END OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE THE CONTRACTOR SHALL OBTAIN RELEASES FROM ALL PARTIES WHERE PERMISSION WAS GRANTED.
- ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR THOSE SHOWN ON RECORDS EXAMINED ARE INDICATED WITH THEIR APPROPRIATE LOCATION AND EXTENT. THE CONTRACTOR, BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO, UNDERSTANDS THAT HE AGREES TO ASSUME THE LIABILITY AND AGREES TO HOLD THE CITY AND DESIGN CONSULTANT HARMLESS FOR ANY LIABILITY FOR DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE CITY, NOT REPORTED ON THE PUBLIC RECORDS EXAMINED, OR LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- THE CONTRACTOR SHALL PERFORM ALL SURVEY WORK AND LAYOUT STREET CENTERLINE AND FIELD VERIFY THEIR CONFORMITY TO THE GRADES AND HORIZONTAL ALIGNMENTS SHOWN ON PLANS.
- PLANS DO NOT SHOW ALL ABANDONED FACILITIES. FACILITIES ENCOUNTERED DURING THE PROSECUTION OF THE WORK, WHICH ARE DETERMINED TO BE ABANDONED, SHALL BE REMOVED BY THE CONTRACTOR AS REQUIRED FOR THE WORK. FULL COMPENSATION FOR SUCH WORK SHALL BE CONSIDERED AS INCLUDED IN THE BID PRICES FOR THE ITEMS OF WORK NECESSITATING SUCH REMOVALS.
- THE CONTRACTOR SHALL NOT ORDER OR PLACE PORTLAND CEMENT CONCRETE UNTIL THE FORMS HAVE BEEN INSPECTED AND APPROVED BY THE CITY'S REPRESENTATIVE IN THE FIELD.
- ALL ITEMS ON SITE TO BE PROTECTED IN PLACE EXCEPT NOTED OTHERWISE ON PLAN.
- ELEVATIONS ARE IN FEET ABOVE THE U.S.C. & G.S. SEA LEVEL DATUM OF NAVD 1988.
- NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE CITY ENGINEER.
- APPROVAL OF THIS PLAN BY THE CITY OF SOUTH EL MONTE DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE, OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THIS NOTE APPLIES TO ALL PAGES.
- THE CONTRACTOR SHALL NOT DISCHARGE OR PERMIT TO BE DISCHARGED TO ANY STREET, STORM DRAIN OR ANY APPURTENANCES THEREOF, ANY NON-RAIN WATER OR OTHER LIQUID FROM THE PROJECT SITE OR FROM OPERATIONS PERTAINING TO THE PROJECT SITE, PER NPDES PERMIT REGULATIONS AND CITY OF SOUTH EL MONTE SEWER SYSTEM MANAGEMENT PLAN.
- THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING UTILITIES & UTILITY BOXES.
- CONTRACTOR TO EXECUTE DUE PRECAUTION DURING EXCAVATION ADJACENT TO EXISTING WATER LINE OR POWER POLES AND PROVIDE ADEQUATE SHORING AND/OR BRACING.

TRAFFIC CONTROL GENERAL NOTES

- ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF:

THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (CA MUTCD),

WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH MANUAL),

ALL O.S.H.A. REQUIREMENTS.
- THE CONTRACTOR SHALL SUBMIT DETAILED TRAFFIC CONTROL PLANS (TCP) ON 24"x36" SHEET WHICH SHALL CLEARLY SHOW AND DESCRIBE ALL PROPOSED LIGHTS, WARNING SIGNS, BARRICADES, DELINEATORS, TEMPORARY LANE MARKINGS, TEMPORARY TRAFFIC SIGNALS OR SIGNS, AND ANY AND ALL OTHER FACILITIES PROPOSED TO BE INSTALLED. TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY FOR APPROVAL.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE TRAFFIC CONTROL SAFETY OF PEDESTRIANS AND VEHICLES ON THE PUBLIC RIGHT-OF-WAY WITHIN THE CONTRACTOR'S WORK AREA.
- THE CONTRACTOR SHALL NOTIFY BY PRINTED NOTICE, THE OCCUPANTS OF ALL PROPERTIES WITHIN THE CONSTRUCTION ZONE OF ANY ACCESS, PARKING AND CIRCULATION RESTRICTIONS AND LIMITATIONS THAT WILL BE CREATED BY THE CONSTRUCTION AT LEAST TEN (10) CALENDAR DAYS IN ADVANCE OF THE COMMENCEMENT OF CONSTRUCTION. THIS NOTICE SHALL BE PREPARED BY THE CITY OF SOUTH EL MONTE, BUT BE DISTRIBUTED BY THE CONTRACTOR.
- NO CLOSURE OF ANY STREET SHALL BE ALLOWED UNLESS PRIOR WRITTEN PERMISSION IS OBTAINED FROM THE CITY ENGINEER. IF PERMISSION TO CLOSE A STREET IS GRANTED, THEN THE CONTRACTOR IS REQUIRED TO NOTIFY IN WRITING AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF STREET CLOSURES, ALL EMERGENCY SERVICES, AND SCHOOL BUS SERVICES SHALL BE NOTIFIED BY THE CONTRACTOR IN WRITING OF THE LOCATIONS, TIME, AND DATE OF THE CLOSURES. IN CASE OF SCHEDULE CHANGES, THE EMERGENCY SERVICES, ETC., SHALL BE NOTIFIED BY TELEPHONE AT LEAST TWO (2) DAYS IN ADVANCE OF THE STREET CLOSURE.
- THE CONTRACTOR SHALL NOTIFY IN WRITING RESIDENTS OF PROPERTY ADJOINING THE LOCATION OF THE WORK AT LEAST FORTY-EIGHT (48) HOURS BEFORE THE START OF CONSTRUCTION ON THAT STREET. THE CONTRACTOR IS RESPONSIBLE FOR POSTING "TEMPORARY NO-PARKING" SIGNS AT LEAST FORTY-EIGHT (48) HOURS BEFORE USING THE PARKING LANE FOR CONSTRUCTION PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, POSTING, AND REMOVING TEMPORARY "NO PARKING" AND "NO DRIVING" SIGNS (AS APPLICABLE) ALONG PROJECT STREETS. SIGNS SHALL BE POSTED ON EACH SIDE OF THE STREET WITH A MAXIMUM OF 200 FEET BETWEEN SIGNS. WHEN NECESSARY, THE CONTRACTOR SHALL FURNISH POSTS. PURSUANT TO CITY REQUIREMENTS, "TEMPORARY NO PARKING" SIGNS MUST BE POSTED AND VERIFIED BY THE SOUTH EL MONTE POLICE DEPARTMENT 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- ANY TRENCH OR EXCAVATION IN THE STREET OR ALLEY WHICH REMAINS OPEN AFTER WORK HOURS SHALL BE COVERED BY STEEL PLATES. ALL TRENCH PLATES ARE TO BE NON-SKID, RECESSED, AND PINNED IN PLACE. IF TWO OR MORE PLATES ARE USED, THEY SHALL BE WELDED TOGETHER.
- IN THE CASE OF WORK REQUIRING EXCAVATION OF THE ROADWAY WHICH MAY INTERFERE WITH THE USE BY RESIDENTS OR BUSINESSES OF THEIR DRIVEWAYS, SUITABLE PROVISIONS SHALL BE MADE BY THE CONTRACTOR AT SUCH TIME AS THE EXIGENCIES OF CONSTRUCTION MAY DEMAND A TEMPORARY BLOCKING OF SAID DRIVEWAYS. EFFORTS SHALL BE MADE BY THE CONTRACTOR TO MINIMIZE THE DURATION OF SAID BLOCKING AND TO NOTIFY THE RESIDENTS OF THIS NEED WELL IN ADVANCE. FURTHER, THE CONTRACTOR SHALL PROVIDE ACCESS TO EACH RESIDENTIAL OR COMMERCIAL ESTABLISHMENT EACH EVENING.
- ALL SIGNING AND STRIPING SHALL CONFORM TO THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS AND THE CITY OF SOUTH EL MONTE LATEST "SIGNING AND STRIPING GENERAL NOTES".
- NO WORK SHALL BEGIN BEFORE 8:00 AM OR CONTINUE AFTER 5:00 PM ON WEEKDAYS, UNLESS APPROVED BY THE CITY ENGINEER. THE ONLY EXCEPTION IS WHEN THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED FOR 24 HOUR LANE CLOSURES. IN THIS CASE, THE CONTRACTOR CAN ONLY WORK BEHIND THE TRAFFIC CONTROL DEVICES WITHIN THE APPROVED 24-HOUR LANE CLOSURE PERIOD.
- NO WORK IS PERMITTED ON HOLIDAYS UNLESS APPROVED BY THE CITY ENGINEER.
- DURING NON-WORKING HOURS OR WHEN WORK IS NOT SCHEDULED, ALL ROADWAYS LANES SHALL BE RETURNED TO THEIR FULL TRAFFIC USAGE ON THE SAME DAY BY PLATING OR BACKFILLING THE OPEN TRENCHES, AND CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL DEVICES USED FOR TRAFFIC CONTROL OR DETOUR OR AS DIRECTED BY THE CITY REPRESENTATIVE. THE ONLY EXCEPTIONS ARE WHEN THE TRAFFIC CONTROL PLAN HAS BEEN APPROVED FOR 24 HOUR OR EXTENDED LANE CLOSURES. IN THIS CASE, THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL DEVICES USED FOR TRAFFIC CONTROL OR DETOURS DURING THE APPROVED 24-HOUR OR LONGER LANE CLOSURES.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS POINT TO ALL ADJACENT PROPERTIES AND FIRE HYDRANTS.
- ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.
- THE CONTRACTOR SHALL HAVE ALL SIGNS, DELINEATORS, BARRICADES, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING CONSTRUCTION.
- ALL TUBULAR DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE A 6" AND 4" HIGH INTENSITY REFLECTORIZED SLEEVES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY TO ASSURE SAFETY TO THE PUBLIC AT ALL TIMES DURING CONSTRUCTION.

- THE CONTRACTOR SHALL RESTORE ANY AND ALL STRIPING, PAVEMENT MARKINGS, AND TRAFFIC SIGNAL LOOPS DAMAGED OR REMOVED DURING CONSTRUCTION TO THE SATISFACTION OF THE CITY REPRESENTATIVE. ANY TRAFFIC SIGNAL DETECTION LOOPS SHOWN AS PART OF THESE PLANS TO BE DAMAGED SHALL BE REPLACED BY THE END OF THE WORK DAY.
- THE CONTRACTOR SHALL TELEPHONE THE CITY OF SOUTH EL MONTE CONSTRUCTION MANAGER/INSPECTOR AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO THE STARTING TRAFFIC CONTROL DELINEATION.
- ARROW BOARDS SHALL BE USED ON ANY LANE CLOSURES ON ARTERIAL STREETS.
- THE CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE CITY.
- THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION DURING CONSTRUCTION ON MAJOR ARTERIAL STREETS.
- IF TRAFFIC SIGNAL DETECTION LOOPS CANNOT BE REPLACED BY THE END OF THE WORK DAY THEN THE CONTRACTOR, PRIOR TO CUTTING ANY DETECTION LOOP SYSTEM, SHALL FURNISH AND INSTALL AN OPERATIONAL TEMPORARY VIDEO DETECTION SYSTEM IN ACCORDANCE WITH CITY OF SOUTH EL MONTE STANDARDS.
- ANY UNANTICIPATED DAMAGES TO THE TRAFFIC SIGNAL INTERCONNECT CONDUIT, INTERCONNECT CABLE, OR DETECTION LOOP SYSTEM DURING OPERATIONS OF THIS PERMIT SHALL BE REPLACED WITHIN 72 HOURS TO THE SATISFACTION OF THE CITY INSPECTOR.
- NO WORK IS PERMITTED ON HOLIDAYS UNLESS APPROVED BY THE CITY ENGINEER.

SURVEYOR'S NOTES

- DATE SURVEYED: AUGUST 29, 30; SEPTEMBER 3, 4, 5; OCTOBER 23, 2024
- BASIS OF BEARING: THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 5 NAD 83 EPOCH 2010.00. BEARINGS AREA BASED UPON FIELD-OBSERVED BASELINE TO SOPAC STATION "CITI" AND DEFINED LOCALLY BETWEEN CENTERLINE MONUMENTS ON MERCED AVENUE BETWEEN KLINGERMANN ST AND ALECIA ST. SAID BEARING WAS DETERMINED TO BE S 00°06'08"E.
- BASIS OF ELEVATIONS: THE ELEVATIONS SHOWN HEREON ARE BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS (GPS), BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAV88), BASED UPON FIELD-OBSERVED BASELINE TO SOPAC STATION "CITI".
- BENCHMARK: THE VERTICAL BENCHMARK FOR THIS PROJECT IS A NAIL AND WASHER, BEING THE CENTERLINE MONUMENT AT THE INTERSECTION OF MERCED AVENUE AND KLINGERMANN STREET. ELEVATION: 249.65 FEET.

EARTHWORK QUANTITIES

	CUT	FILL	(IMPORT/EXPORT)
MERCED AVENUE GREENWAY PHASE 2 PROJECT	X,XXX CY	XXX CY	X,XXX CY

EARTHWORK QUANTITIES SHOWN ON THE PLANS ARE APPROXIMATE ESTIMATES SHOWN FOR AGENCY APPROVAL PURPOSES ONLY, AND ARE BASED UPON THE PLAN ELEVATIONS SHOWN AND ON THE GROUND ELEVATIONS WHICH EXISTED AT THE TIME OF THE TOPOGRAPHIC SURVEY. QUANTITIES REPRESENT CUT AND FILL EARTHWORK TO BRING THE GROUND TO BASE LEVEL. FILL QUANTITIES WERE APPROXIMATED USING A SHRINKAGE FACTOR OF 0.07. EXPORT QUANTITIES WERE APPROXIMATED USING A SWELLING FACTOR OF 1.20.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

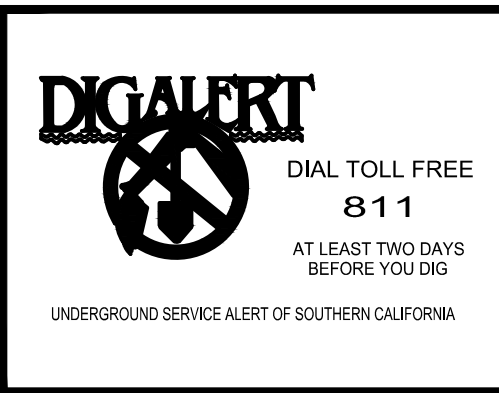
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC) - SOUTHERN CALIFORNIA CHAPTER (LATEST EDITION)

ITEM	NUMBER
DRIVEWAY APPROACHES	110-2
CURB AND SIDEWALK JOINTS	112-2
SIDEWALK AND DRIVEWAY REPLACEMENT	113-2
CURB AND GUTTER - BARRIER	120-2
CURB AND GUTTER - MOUNTABLE	121-2
CROSS AND LONGITUDINAL GUTTERS	122-2
TERMINAL CLEANOUT STRUCTURE	204-2
BREAKING INTO EXISTING MANHOLES	208-2
GRATING CATCH BASIN - ALLEY (LONGITUDINAL)	304-3
MANHOLE PIPE-TO-PIPE (ONE OR BOTH MAIN LINE IDS = 33" OR SMALLER)	321-2
JUNCTION STRUCTURE - PIPE TO PIPE (INLET ID ≥ 24")	331-3
PIPE CONNECTIONS TO EXISTING STORM DRAINS	335-2
POLYPROPYLENE - PLASTIC STEP MISCELLANEOUS STRUCTURES	636-2

STANDARD PLANS FOR LOS ANGELES COUNTY

STANDARD PLANS FOR LOS ANGELES COUNTY, DEPARTMENT OF PUBLIC WORKS

ITEM	NUMBER
ALLOWABLE TRENCH WIDTHS	2027-1
PIPE BEDDING IN TRENCHES	3080-3



MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE

MERCED AVENUE GREENWAY PHASE 2

NOTICE TO CONTRACTORS

SHEET 1

Project No.: 200-73157-18001-02

Designed By: NP/CM/RA

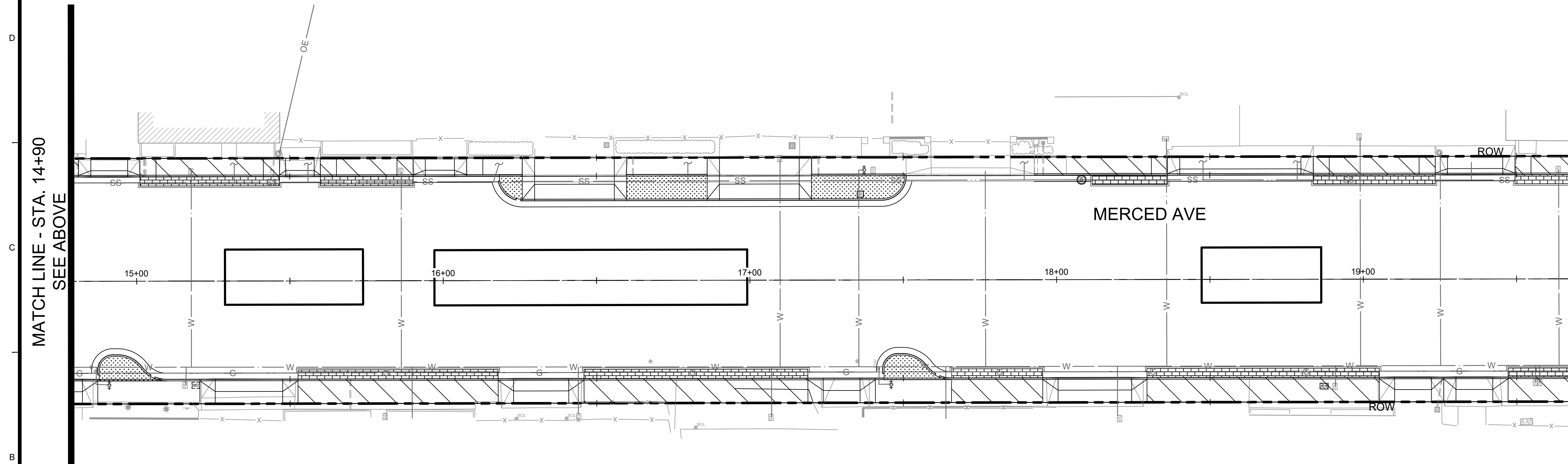
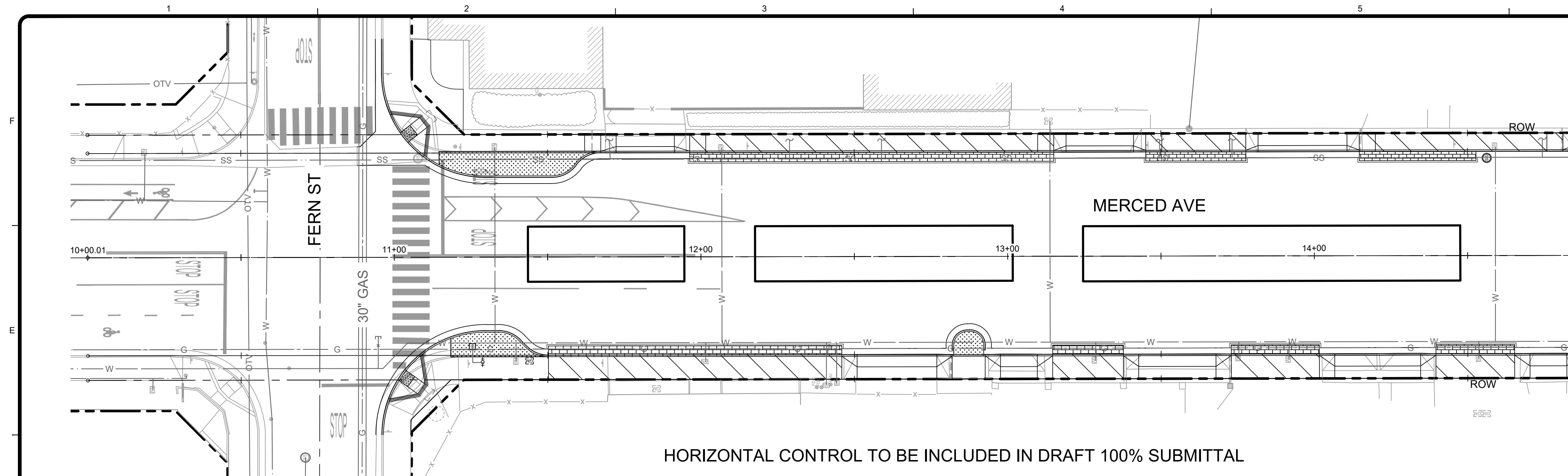
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Checked By: EP

G-003

Sheet 3 of

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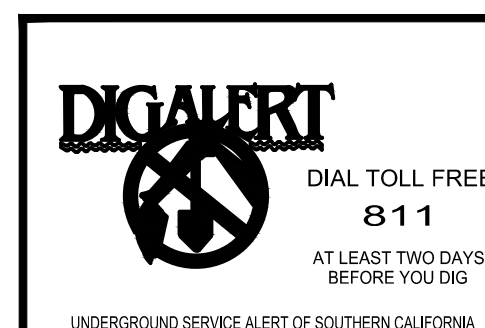
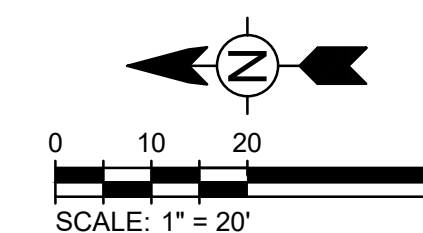
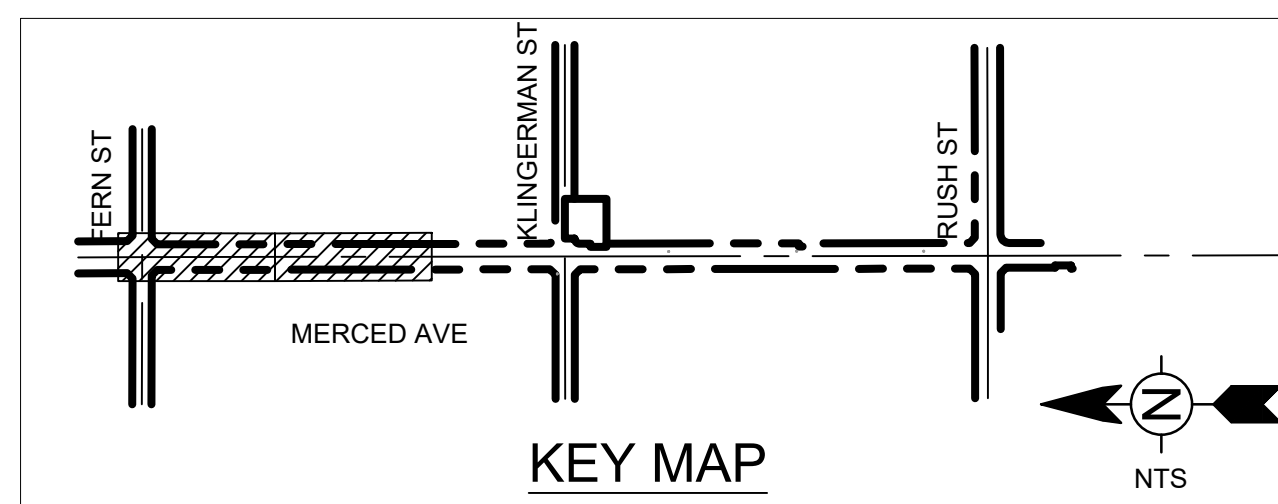
- ROW
- CENTERLINE
- PLANTER PER LANDSCAPE PLANS
- PERVIOUS PAVERS - UNLINED PER DETAIL 6, SHEET C-502
- PERVIOUS PAVERS - LINED PER DETAIL 3, SHEET C-502
- INFILTRATION GALLERY PER STORM DRAIN PLANS

NOTES:

1. DIMENSIONS ARE FROM FACE OF CURB.
2. REFER TO SHEETS C-104 AND C-105 FOR POINTS TABLES AND LINE AND CURVE DATA.
3. HORIZONTAL CONTROL FOR INFILTRATION GALLERIES AND STORM DRAIN IMPROVEMENTS ARE SHEETS C-401 THROUGH C-406.
4. REFER TO SHEETS C-301 THROUGH C-310 FOR STREET IMPROVEMENT PLANS.
5. REFER TO SHEET C-401 THROUGH C-406 FOR INFILTRATION GALLERIES UNDERDRAIN SYSTEM, AND CONNECTIONS TO COUNTRY STORM DRAIN SYSTEM.

MATCH LINE - STA. 14+90
SEE ABOVE

MATCHLINE - STA. 19+80
SEE SHEET C-102

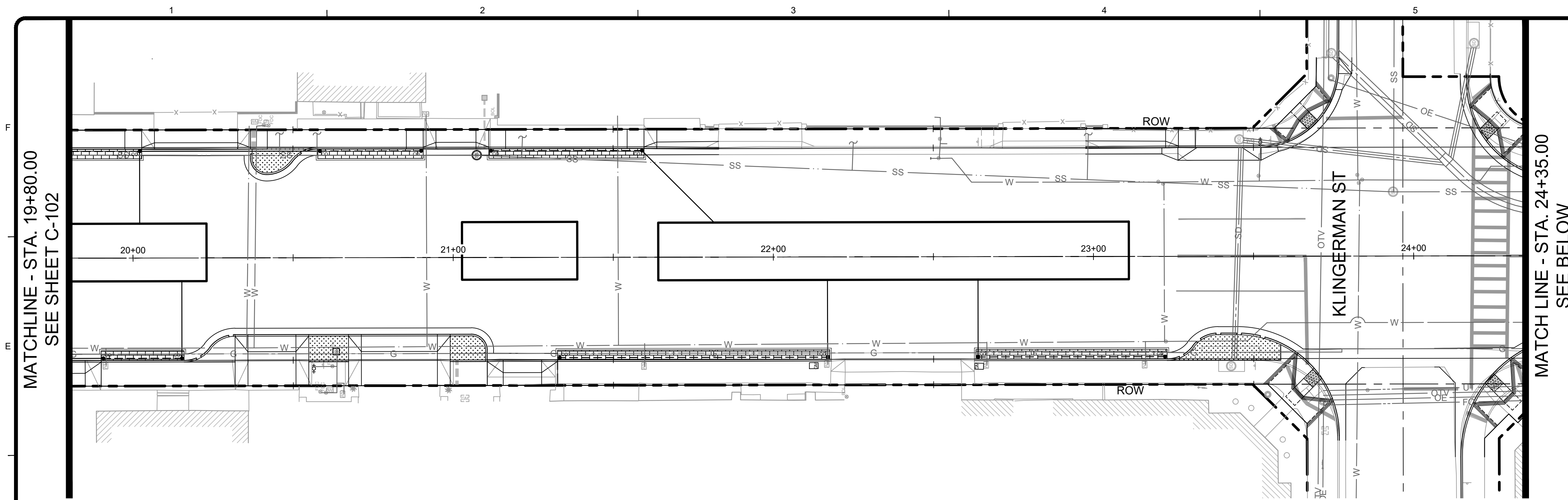


MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 BMP & HORIZONTAL CONTROL PLAN STA: 10+00 TO 19+80		Project No.: 200-73157-18001-02 Designed By: EP Drawn By: NP/CM/RA Checked By: EP C-101 Sheet 5 of 5
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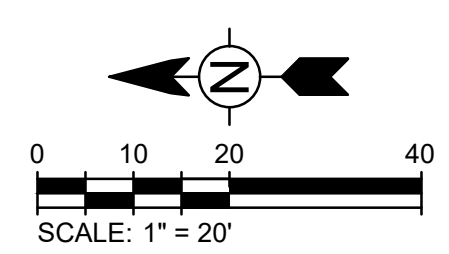
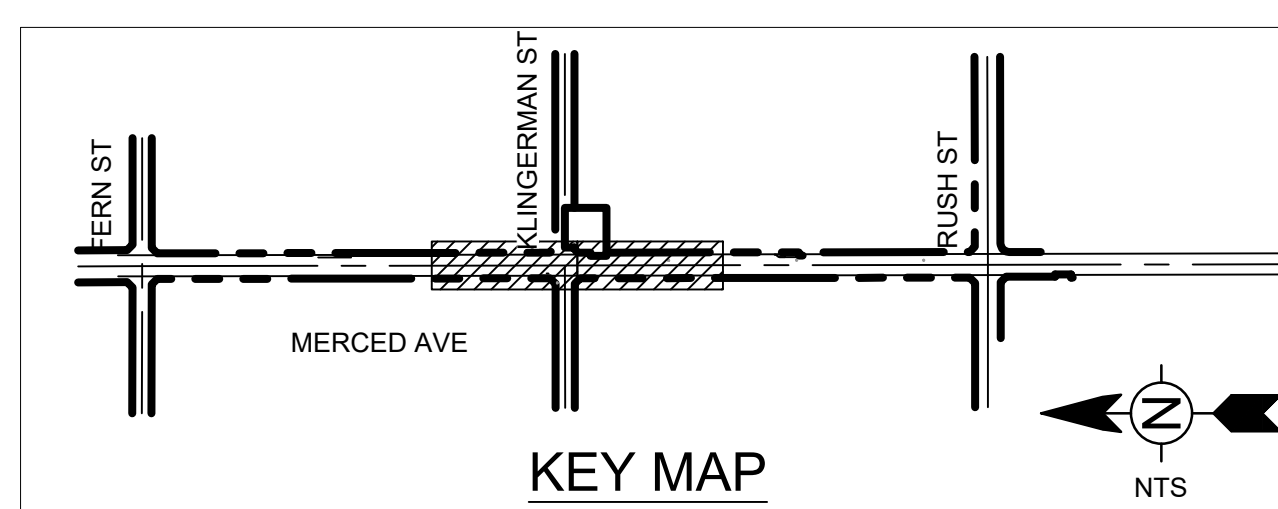
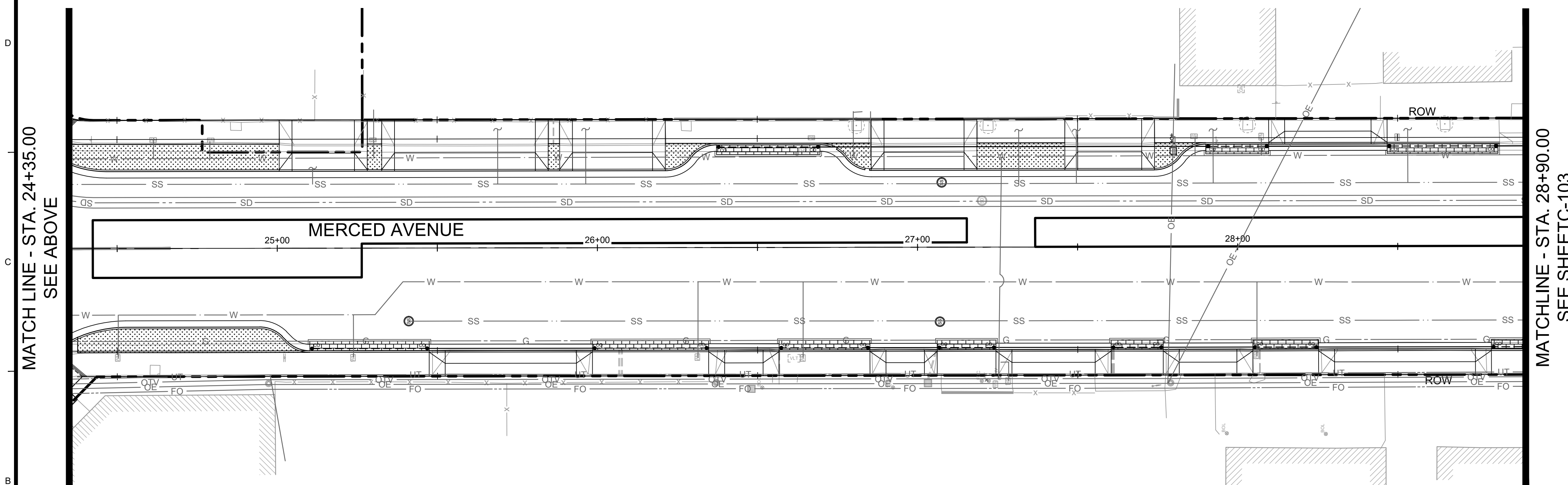
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- [Pattern] PERVIOUS PAVERS - UNLINED PER DETAIL 6, SHEET C-502
- [Pattern] PERVIOUS PAVERS - LINED PER DETAIL 3, SHEET C-502
- [Pattern] INFILTRATION GALLERY PER STORM DRAIN PLANS

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HORIZONTAL CONTROL TO BE INCLUDED IN DRAFT 100% SUBMITTAL



 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 TETRA TECH www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052	 CITY OF SOUTH EL MONTE GROWING OUR FUTURE 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	MARK	DATE	DESCRIPTION	BY				
CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 BMP & HORIZONTAL CONTROL PLAN STA: 19+80 TO 28+90										
							Project No.: 200-73157-18001-02			
							Designed By: NP/CM/RA			
							Drawn By: NP/CM/RA			
Checked By: EP										
C-102 Sheet 6 of										

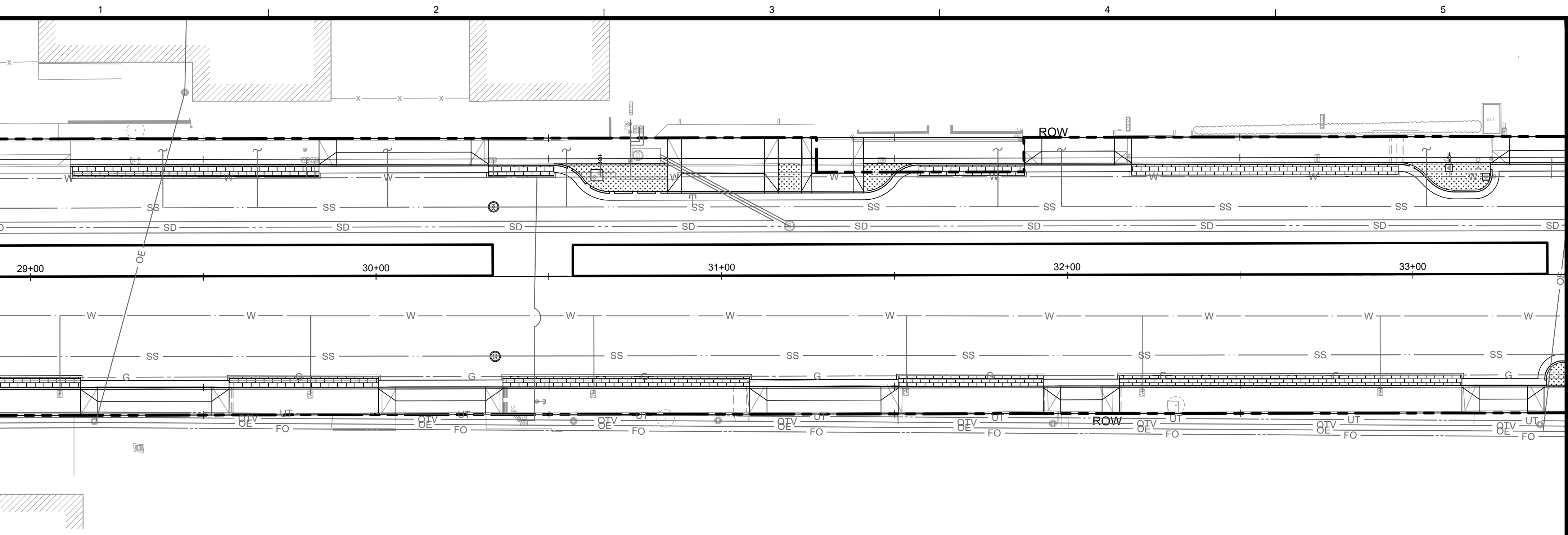
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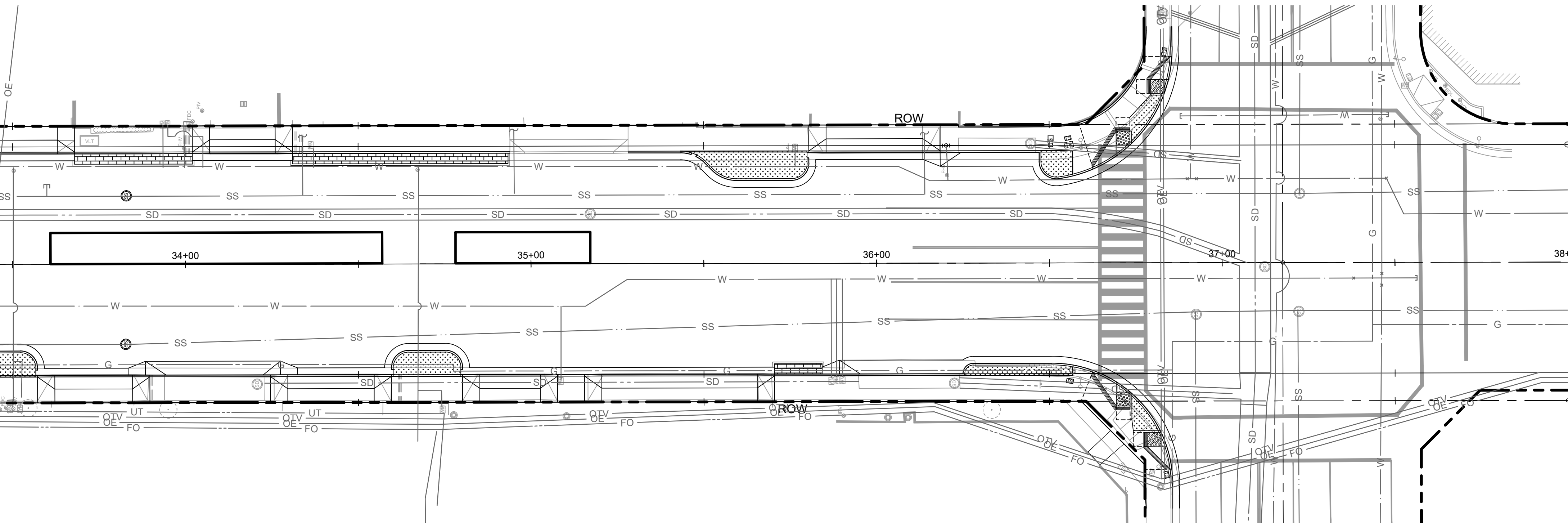
MATCH LINE - STA. 28+90
SEE SHEET C-102

MATCH LINE - STA. 33+45
SEE ABOVE



MATCH LINE - STA. 33+45
SEE BELOW

HORIZONTAL CONTROL TO BE INCLUDED IN DRAFT 100% SUBMITTAL

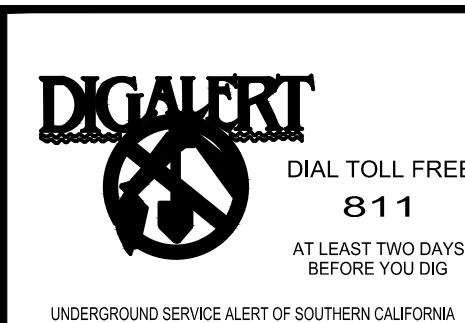
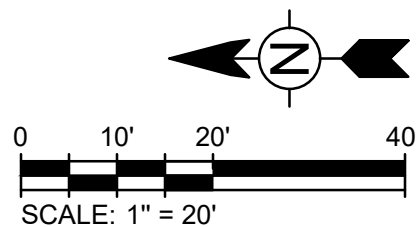
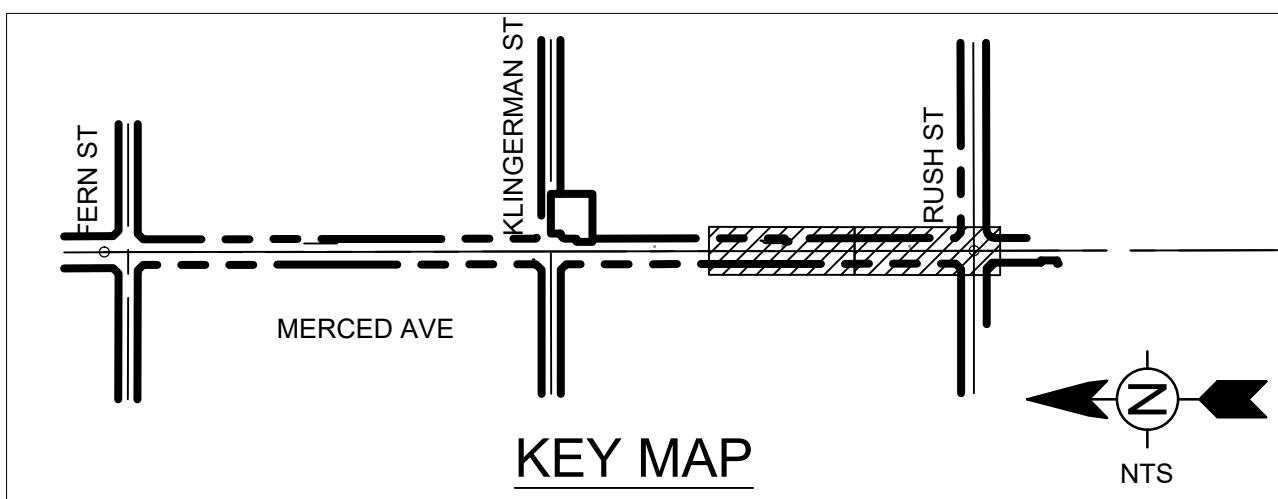


LEGEND

- ROW
- CENTERLINE
- PLANTER PER LANDSCAPE PLANS
- PERVIOUS PAVERS - UNLINED PER DETAIL 6, SHEET C-502
- PERVIOUS PAVERS - LINED PER DETAIL 3, SHEET C-502
- INFILTRATION GALLERY PER STORM DRAIN PLANS

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- REFER TO SHEET C-401 THROUGH C-406 FOR INFILTRATION GALLERIES UNDERDRAIN SYSTEM, AND CONNECTIONS TO COUNTRY STORM DRAIN SYSTEM.



MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2
BMP & HORIZONTAL CONTROL PLAN
STA: 19+80 TO 28+90

Project No.: 200-73157-18001-02
Designed By: CM
Drawn By: CM
Checked By: EP
C-103
Sheet 7 of

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HORIZONTAL CONTROL TABLES TO BE INCLUDED IN DRAFT 100% SUBMITTAL

POINT DESCRIPTION LEGEND

BIO CURB	LANDSCAPE CURB
OPEN	℄ OF CURB OPENING
PPAV	PERMEABLE PAVERS
WALK	℄ OF WALK WAY ACROSS BIORETENTION PER DETAIL 3, SHEET C-905
CURB	CURB
CONC	CONCRETE
PEDAL	PEDAL SAFE CURB

ELEVATION DESCRIPTION

TC	TOP OF CURB
FL	FLOWLINE
FS	FINISH SURFACE



DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



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**CITY OF
SOUTH EL MONTE**
GROWING OUR FUTURE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

HORIZONTAL CONTROL TABLE

Project No.: 200-73157-18001-02
Designed By: CM
Drawn By: CM
Checked By: EP

C-104
Sheet 08 of

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F
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HORIZONTAL CONTROL TABLES TO BE INCLUDED IN DRAFT 100% SUBMITTAL

POINT DESCRIPTION LEGEND

BIO CURB	LANDSCAPE CURB
OPEN	℄ OF CURB OPENING
PPAV	PERMEABLE PAVERS
WALK	℄ OF WALK WAY ACROSS BIORETENTION PER DETAIL 3, SHEET C-905
CURB	CURB
CONC	CONCRETE
PEDAL	PEDAL SAFE CURB

ELEVATION DESCRIPTION

TC	TOP OF CURB
FL	FLOWLINE
FS	FINISH SURFACE



DIAL TOLL FREE

811

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CITY OF SOUTH EL MONTE

MERCED AVENUE GREENWAY PHASE 2

HORIZONTAL CONTROL TABLE

Project No.: 200-73157-18001-02

Designed By: CM

Drawn By: CM

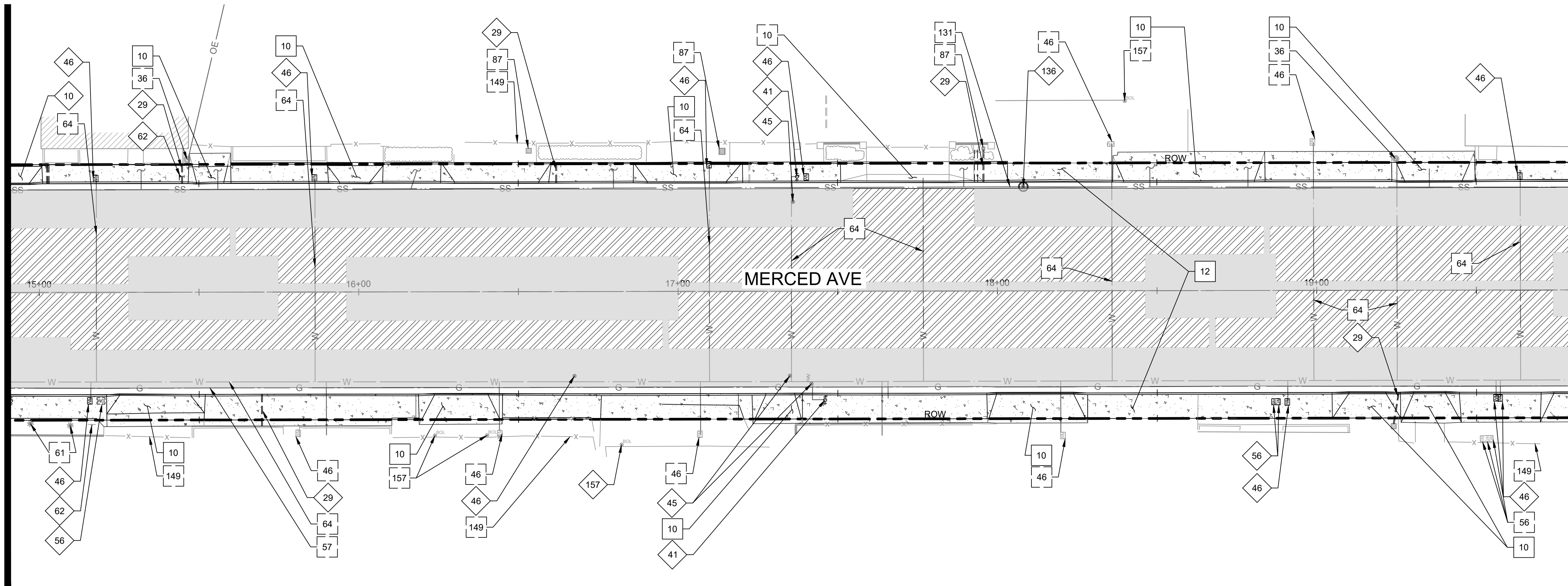
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C-105

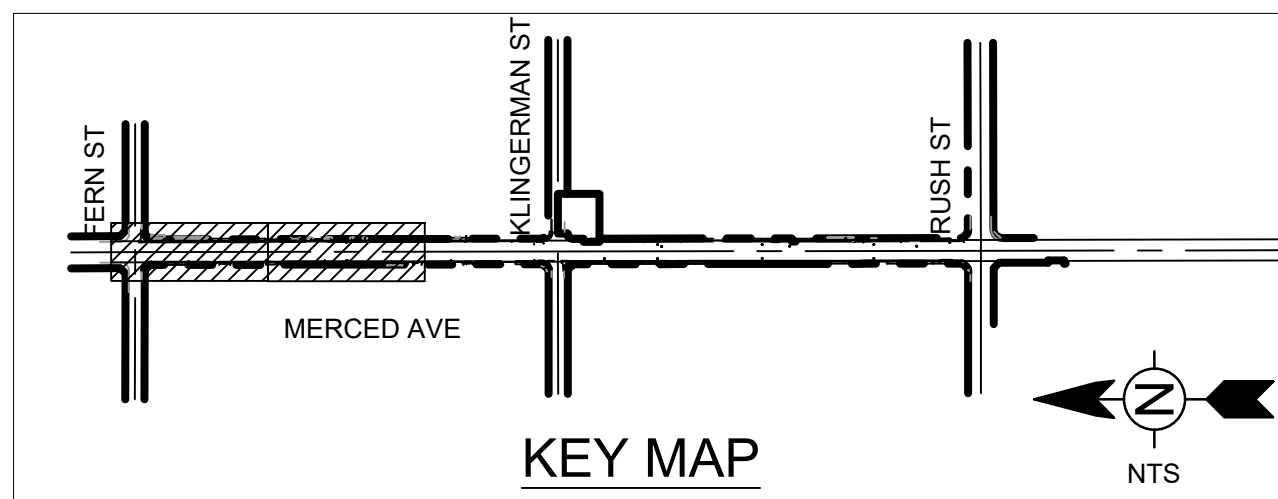
Sheet 09 of

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MATCH LINE - STA. 14+90
SEE ABOVE



MATCHLINE - STA. 19+80
SEE SHEET C-202



LEGEND

- CONCRETE REMOVAL
- GRIND AND OVERLAY (2.5")
- FULL DEPTH RECONSTRUCTION

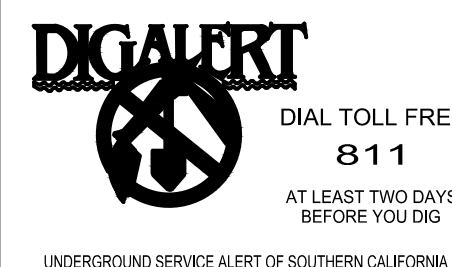
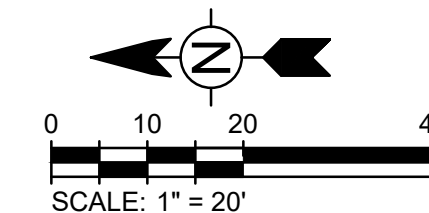
DEMOLITION NOTES:

- LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND BASED ON RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY.
- EXISTING UNDERGROUND UTILITIES SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE ON PLAN.
- IRRIGATION SYSTEM TO BE REMOVED AS NECESSARY FOR CONSTRUCTION. ENDS SHALL BE CAPPED. IF REMOVAL FRAGMENTS THE SYSTEM, PIPING SHALL BE INSTALLED AROUND CONSTRUCTION ZONE TO ASSURE CONTINUOUS IRRIGATION SERVICE.
- PROTECT EXISTING TREES UNLESS OTHERWISE NOTED.
- PROTECT EXISTING BUILDINGS UNLESS OTHERWISE NOTED.
- REFER TO STREET IMPROVEMENT SHEETS AND STORM DRAIN SHEETS FOR LOCATIONS OF ITEMS TO BE REPLACED OR RELOCATED, AND LIMITS OF WORK.
- REMOVE ALL PAVEMENT STRIPING WITHIN PROJECT LIMITS.
- IF AN EXCAVATION FALLS WITHIN 30" OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR THE EDGE.
- IF AN EXCAVATION FALLS WITHIN 12" OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE.
- CONCRETE WALK, FILL-IN, AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB. ALL CUTS ON CURVES SHALL BE CUT RADIAL TO THE CURB.
- BORING RESULTS PROVIDED IN THE GEOTECHNICAL REPORT INDICATE ASPHALT PAVEMENT THICKNESS BETWEEN 5" AND 7" OVER AN AGGREGATE BASE SECTION BETWEEN 7" AND 9" FOR A TOTAL STRUCTURAL SECTION BETWEEN 12" AND 16". IT IS ASSUMED FOR THE PURPOSES OF DESIGN THAT THESE VALUES ARE REPRESENTATIVE OF ACTUAL FIELD CONDITIONS. ACTUAL FIELD CONDITIONS MAY VARY.
- CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR DIRECTION PRIOR TO DEMOLITION AND REMOVAL OF PRIVATE IMPROVEMENTS AT LOCATIONS WHERE PRIVATE IMPROVEMENTS EXTEND INTO WORK LIMITS. EXAMPLES INCLUDE PRIVATE PLANTERS, DECORATIVE WALLS, ETC. FAILURE TO RECEIVE DIRECTION FROM ENGINEER PRIOR TO REMOVAL WILL MAKE CONTRACTOR RESPONSIBLE FOR DAMAGES TO PRIVATE IMPROVEMENTS.

LEGEND OF CONSTRUCTION NOTES

- CONSTRUCT
- EXISTING
- REMOVE AND REPLACE
- WORK BY OTHERS
- REMOVE
- ADJUST TO GRADE

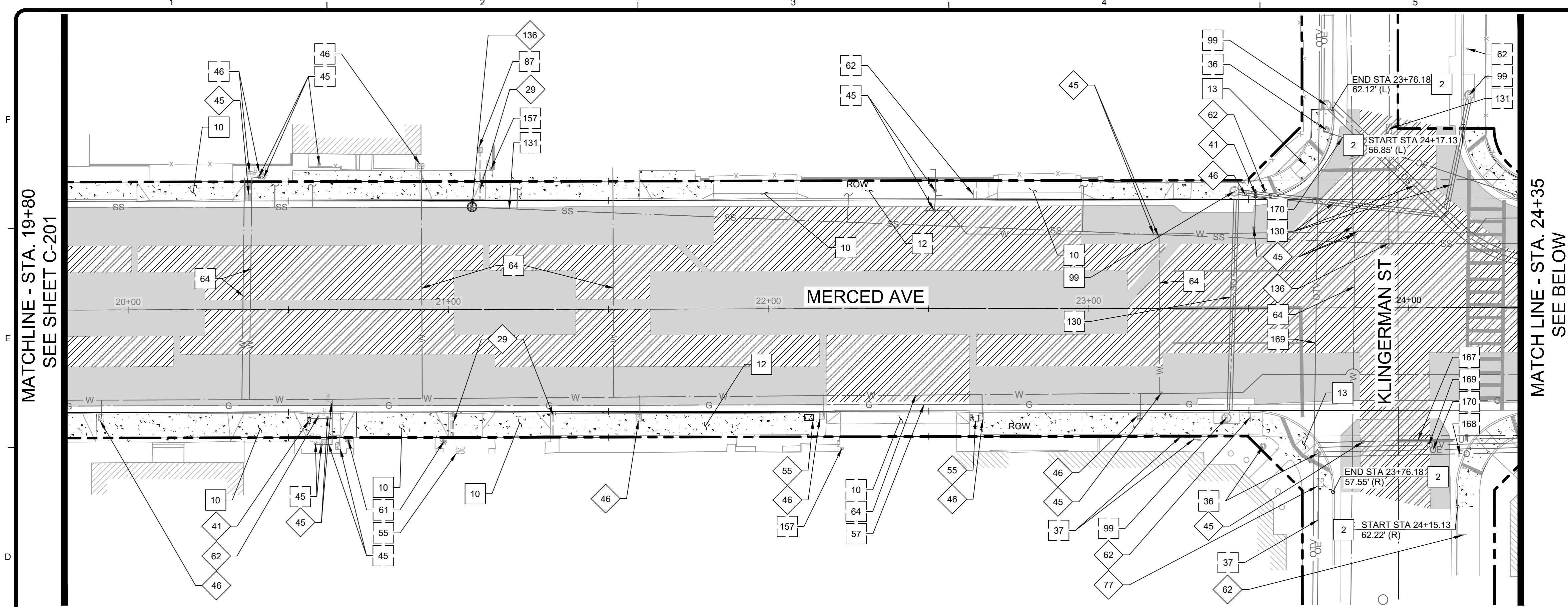
NO.	CONSTRUCTION ITEM/NOTE
2	TYPE A2-8 INTEGRAL CURB & GUTTER
10	CONCRETE DRIVEWAY (6")
12	CONCRETE WALK (4")
26	TREE WELL
29	CURB DRAIN
36	UTILITY POLE
41	FIRE HYDRANT
45	WATER VALVE
46	WATER METER
56	GAS METER
57	GAS LINE
61	TREE(S)
62	SIGNAGE
64	WATER LINE
87	STORM BASIN
131	SEWER LINE
136	SEWER MANHOLE
146	MASONRY WALL
149	FENCE
157	BOLLARD POST



MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 DEMOLITION PLAN STA: 10+00 TO 19+80	Project No.: 200-73157-18001-02 Designed By: EP Drawn By: NP/CM/RA Checked By: EP C-201 Sheet 10 of Bar Measures 1 inch
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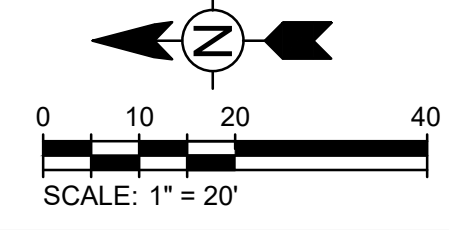
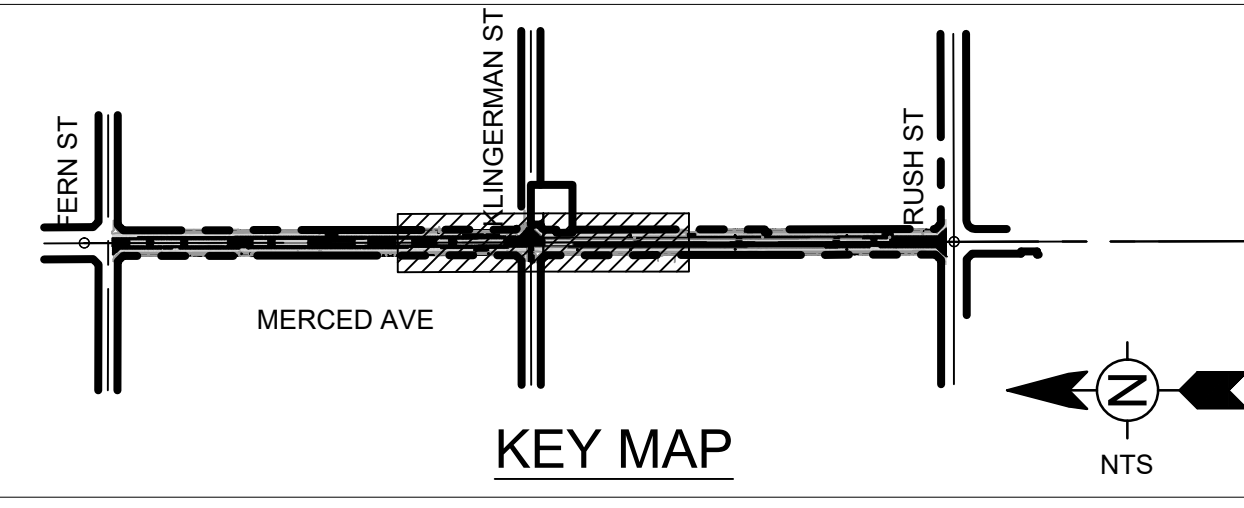
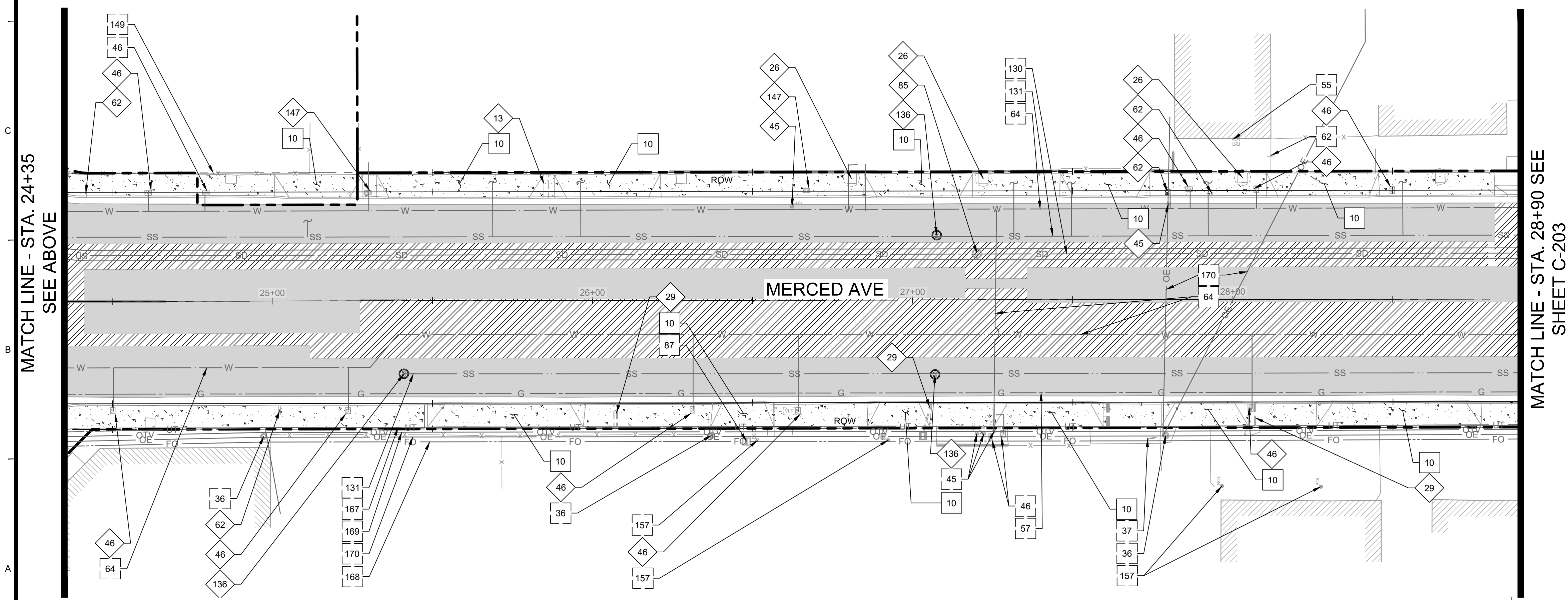
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- LEGEND**
- CONCRETE REMOVAL
 - GRIND AND OVERLAY (2.5")
 - FULL DEPTH RECONSTRUCTION

- DEMOLITION NOTES:**
- LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND BASED ON RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY.
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 - REFER TO STREET IMPROVEMENT SHEETS AND STORM DRAIN SHEETS FOR LOCATIONS OF ITEMS TO BE REPLACED OR RELOCATED, AND LIMITS OF WORK.
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LEGEND OF CONSTRUCTION NOTES		
 CONSTRUCT	 EXISTING	 REMOVE & REPLACE
 WORK BY OTHERS	 REMOVE	 ADJUST TO GRADE
NO.	CONSTRUCTION ITEMNOTE	
2	TYPE A2-8 INTEGRAL CURB & GUTTER	
10	CONCRETE DRIVEWAY (6")	
12	CONCRETE WALK (4")	
13	CURB RAMP - PER REFERENCE AND ENLARGED DETAILS ON SHEETS C-307 THROUGH C-310	
26	TREE WELL	
29	CURB DRAIN	
36	UTILITY POLE	
37	POLE ANCHOR	
41	FIRE HYDRANT	
45	WATER VALVE	
46	WATER METER	
55	GAS VALVE	
57	GAS LINE	
61	TREE(s)	
64	WATER LINE	
77	TELECOMMUNICATIONS MANHOLE	
85	STORM DRAIN MANHOLE	
87	STORM BASIN	
99	SIDE OPENING CATCH BASIN	
130	STORM DRAIN LINE	
131	SEWER LINE	
136	SEWER MANHOLE	
147	UTILITY PULL BOX	
149	FENCE	
157	BOLLARD POST	
167	UNDERGROUND COMMUNICATIONS LINE	
168	FIBER OPTIC COMMUNICATIONS LINE	
169	OVERHEAD CABLE LINES	
170	OVERHEAD ELECTRICAL LINES	

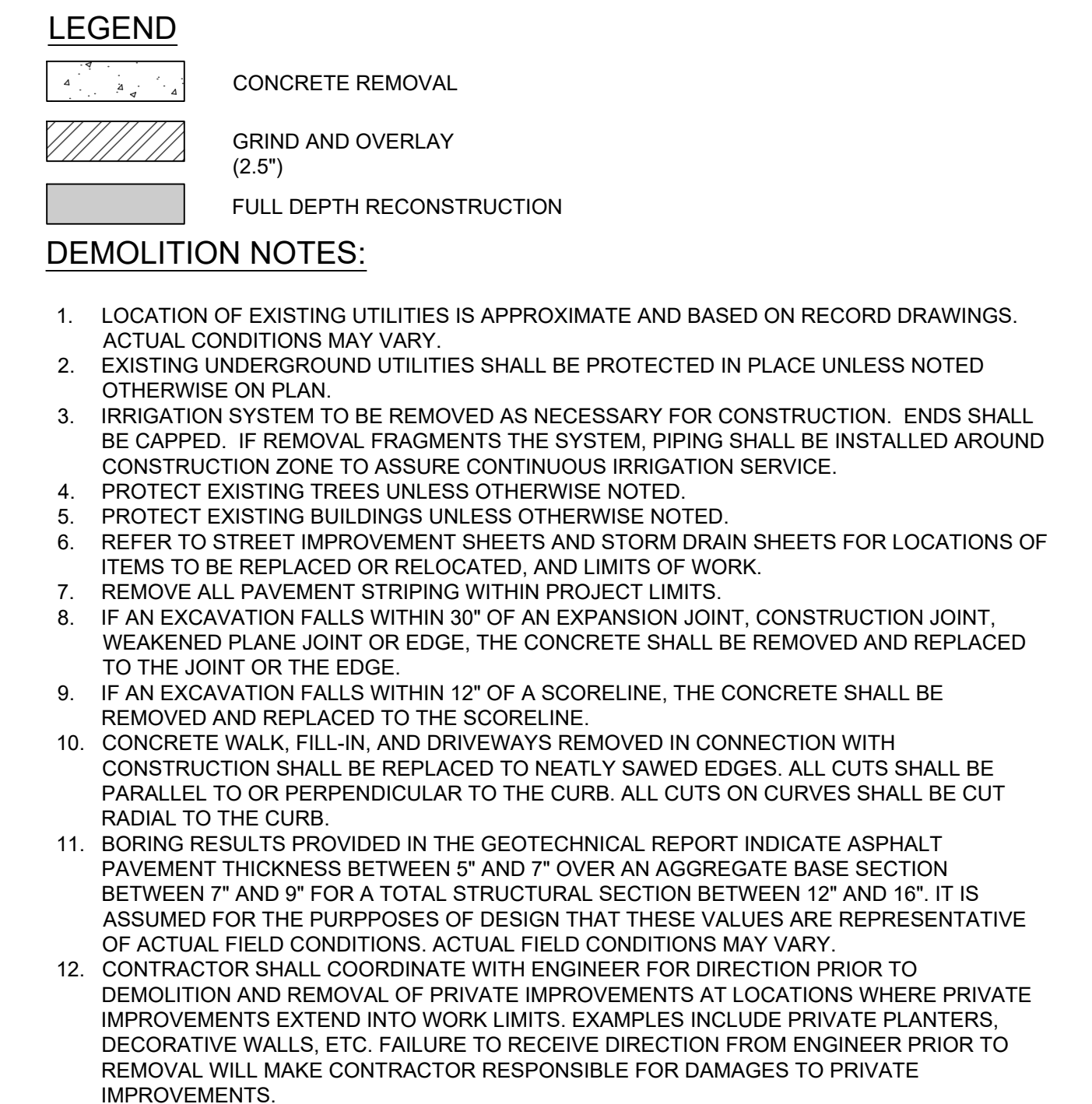


 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052	 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	<table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	MARK	DATE	DESCRIPTION	BY																	<table><tr><td>CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 DEMOLITION PLAN STA: 19+80 TO 28+90</td><td><table><tr><td>Project No.: 200-73157-18001-02</td></tr><tr><td>Designed By: EP</td></tr><tr><td>Drawn By: NP/CM/RA</td></tr><tr><td>Checked By: EP</td></tr></table> C-202 Sheet 11 of 11 </td></tr></table>	CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 DEMOLITION PLAN STA: 19+80 TO 28+90	<table><tr><td>Project No.: 200-73157-18001-02</td></tr><tr><td>Designed By: EP</td></tr><tr><td>Drawn By: NP/CM/RA</td></tr><tr><td>Checked By: EP</td></tr></table> C-202 Sheet 11 of 11	Project No.: 200-73157-18001-02	Designed By: EP	Drawn By: NP/CM/RA	Checked By: EP
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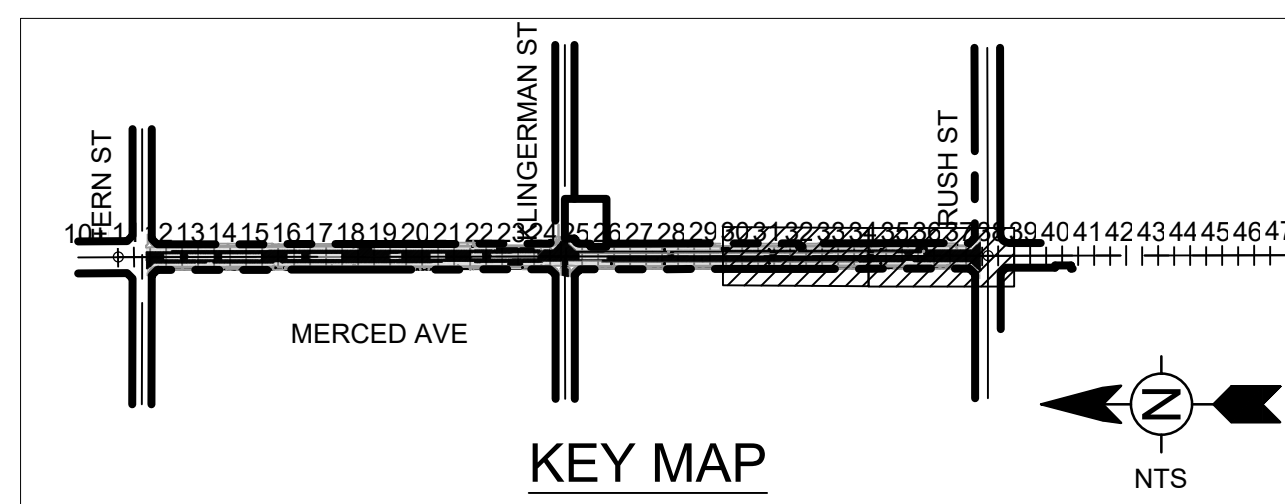
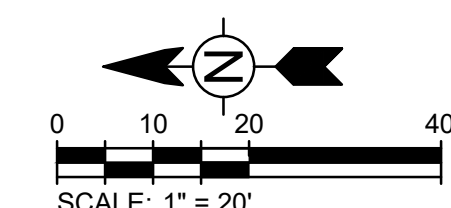
80% DESIGN - NOT FOR CONSTRUCTION

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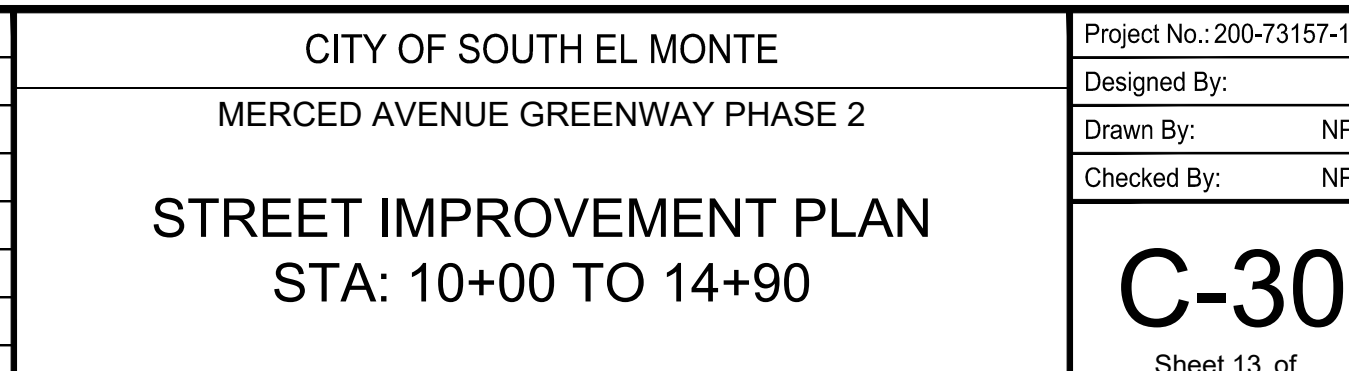
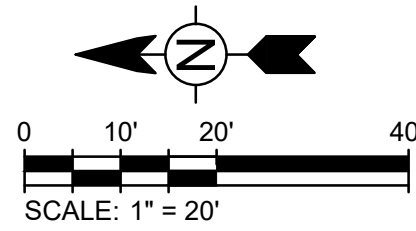
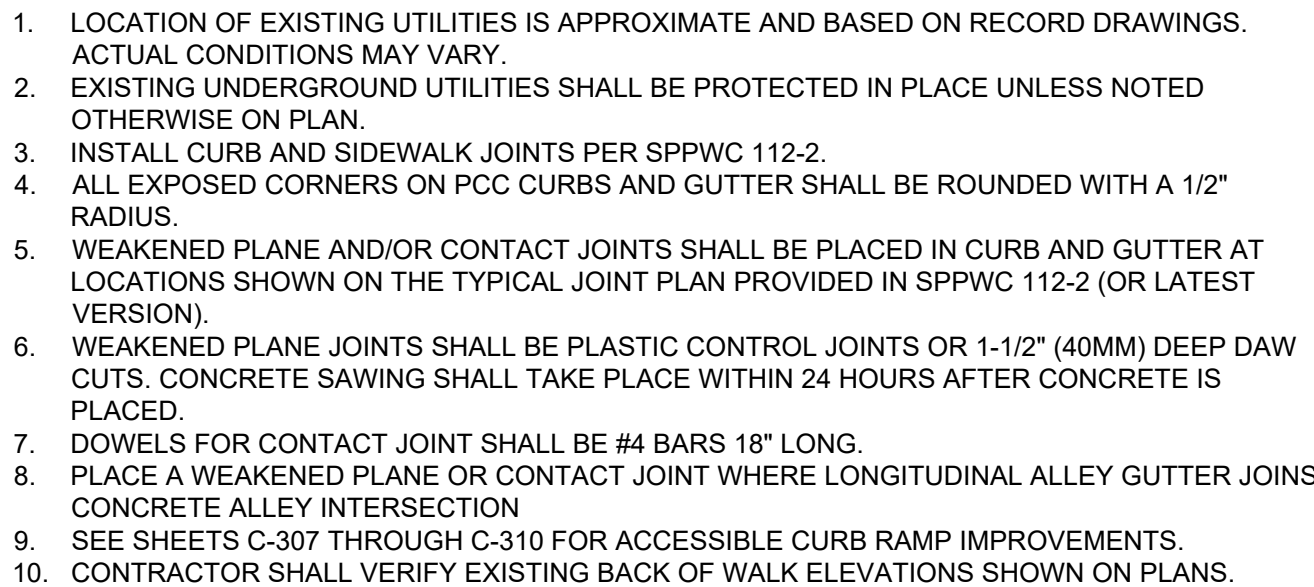
Bar Measures 1 inch



LEGEND OF CONSTRUCTION NOTES					
	CONSTRUCT		EXISTING		REMOVE AND REPLACE
	WORK BY OTHERS		REMOVE		ADJUST TO GRADE
NO.	CONSTRUCTION ITEMNOTE				
2	TYPE A2-8 INTEGRAL CURB & GUTTER				
10	CONCRETE DRIVEWAY (6")				
12	CONCRETE WALK (4")				
26	TREE WELL				
29	CURB DRAIN				
36	UTILITY POLE				
37	POLE ANCHOR				
38	ADJUST STREET LIGHTING PULL BOX TO GRADE				
39	ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE				
41	FIRE HYDRANT				
45	WATER VALVE				
46	WATER METER				
49	LIGHT POLE				
53	TRAFFIC SIGNAL				
57	GAS LINE				
62	SIGNAGE				
64	WATER LINE				
85	STORM DRAIN MANHOLE				
87	STORM BASIN				
99	SIDE OPENING CATCH BASIN				
130	STORM DRAIN LINE				
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167	UNDERGROUND COMMUNICATIONS LINE				
168	FIBER OPTIC COMMUNICATIONS LINE				
169	OVERHEAD CABLE LINES				
170	OVERHEAD ELECTRICAL LINES				

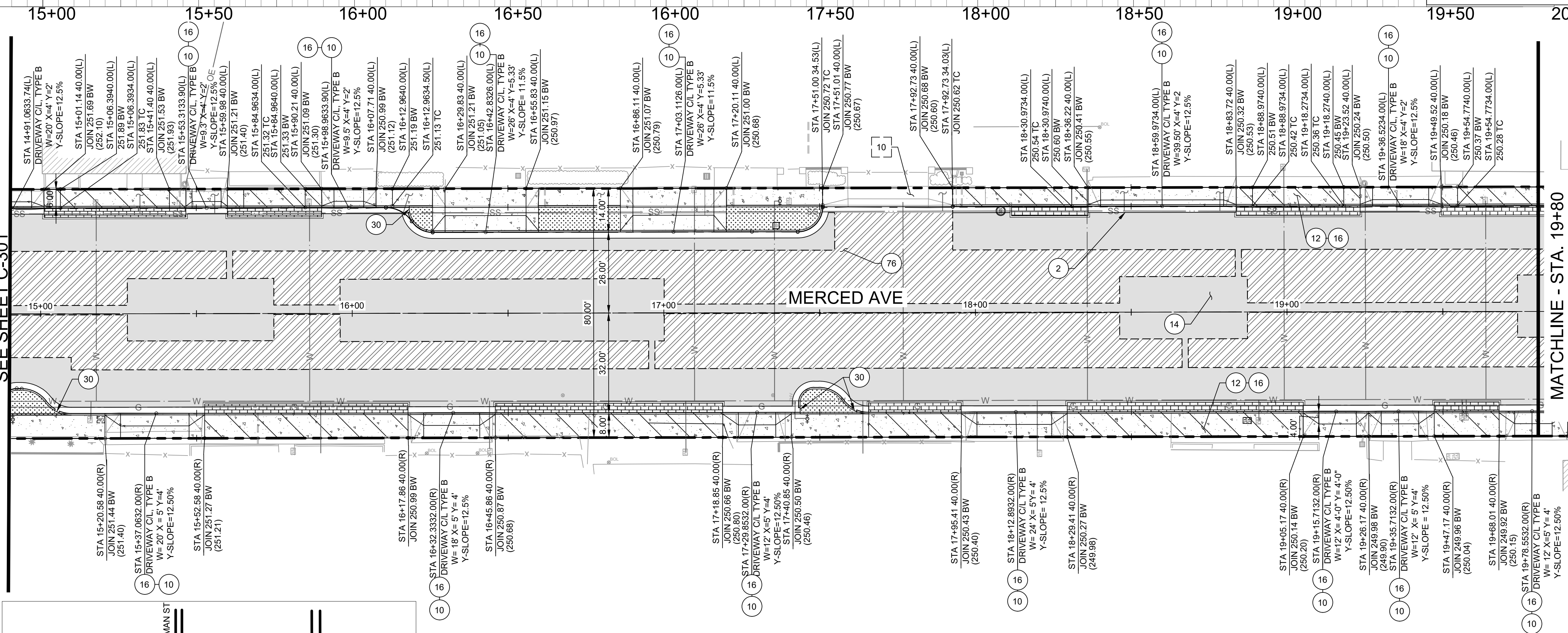


 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 TETRA TECH www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052	 CITY OF SOUTH EL MONTE GROWING OUR FUTURE 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	MARK	DATE	DESCRIPTION	BY																													CITY OF SOUTH EL MONTE MERCER AVENUE GREENWAY PHASE 2 DEMOLITION PLAN STA: 28+90 TO 38+00	Project No.: 2000-73157-18001-02 Designed By: CM Drawn By: CM Checked By: NP/CMRA C-203 Sheet 12 of Bar Measures 1 inch
				MARK	DATE	DESCRIPTION	BY																														



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MATCHLINE - STA. 14+90
SEE SHEET C-301



MATCHLINE - STA. 19+80
SEE SHEET C-303

LEGEND

- ROW
- - - CENTERLINE
- - - SAWCUT LINE
- [Pattern] CONCRETE (SIDEWALK/DRIVEWAY)
- [Pattern] GRIND AND OVERLAY (2.5")
- [Pattern] FULL DEPTH RECONSTRUCTION
- [Pattern] PLANTER
- [Pattern] PERVIOUS PAVERS

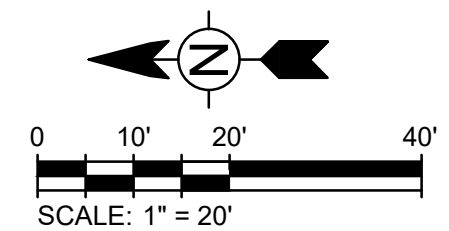
DESIGN NOTES:

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- EXISTING UNDERGROUND UTILITIES SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE ON PLAN.
- INSTALL CURB AND SIDEWALK JOINTS PER SPPWC 112-2.
- ALL EXPOSED CORNERS ON PCC CURBS AND GUTTER SHALL BE ROUNDED WITH A 1/2" RADIUS.
- WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN PROVIDED IN SPPWC 112-2 (OR LATEST VERSION).
- WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40MM) DEEP DAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
- DOVELS FOR CONTACT JOINT SHALL BE #4 BARS 18" LONG.
- PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
- SEE SHEETS C-307 THROUGH C-310 FOR ADA RAMP IMPROVEMENTS.
- CONTRACTOR SHALL VERIFY EXISTING BACK OF WALK ELEVATIONS SHOWN ON PLANS.

PROFILE SCALE:
VERT: 1" = 4'
HORIZ: 1" = 20'

LEGEND OF CONSTRUCTION NOTES

NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
2	TYPE A2-8 INTEGRAL CURB & GUTTER	GREENBOOK, SPPWC 120-3
10	CONCRETE DRIVEWAY (6")	GREENBOOK, SPPWC 110-2, 113-2
12	CONCRETE WALK (4")	GREENBOOK, SPPWC 112-2, 113-2
14	FULL DEPTH RECONSTRUCTION	DTL 1, SHT C-501
16	CRUSHED MISCELLANEOUS BASE (t=4" FOR SIDEWALK, t=6" FOR DRIVEWAY)	
30	CURB OPENING	
76	GRIND AND OVERLAY (t=2.5")	GREENBOOK, SPPWC 132-4



KEY MAP



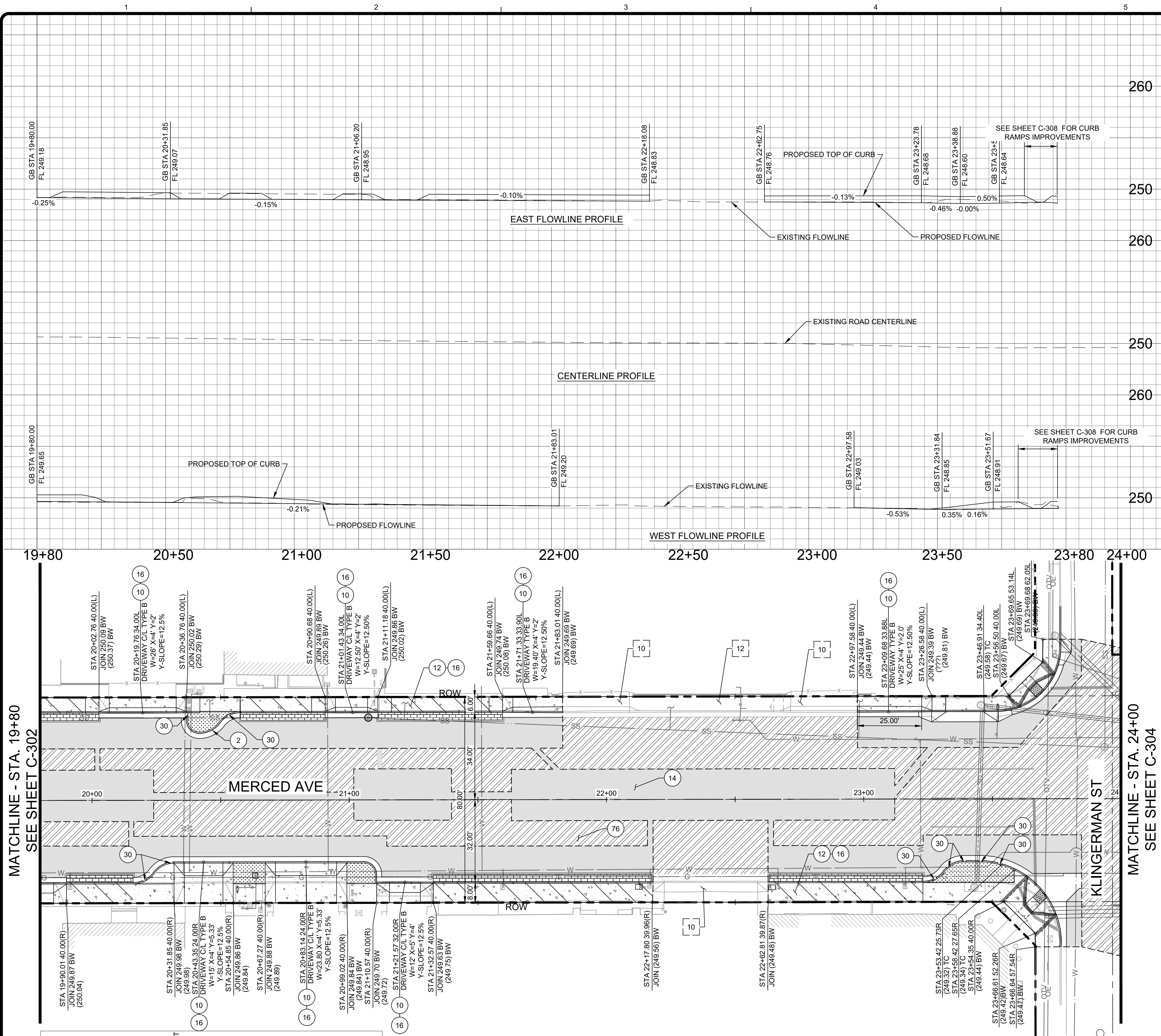
MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2
STREET IMPROVEMENT PLAN
STA: 14+90 TO 19+80

Project No.: 200-73157-18001-02
Designed By: EP
Drawn By: NP/CM/RA
Checked By: EP
C-302
Sheet 14 of
Bar Measures 1 inch

80% DESIGN - NOT FOR CONSTRUCTION

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LEGEND

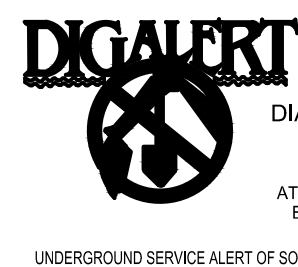
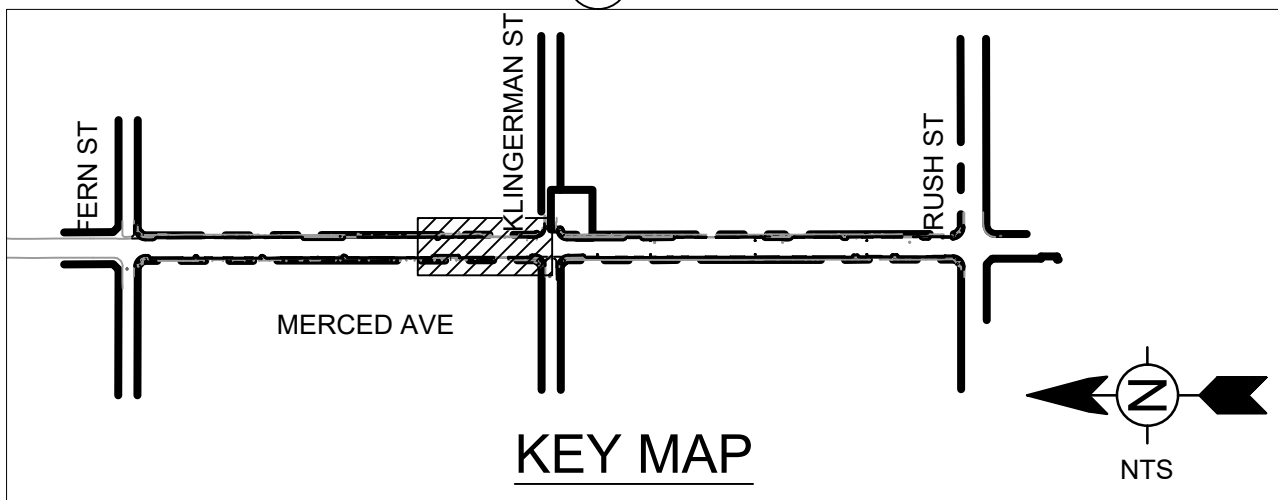
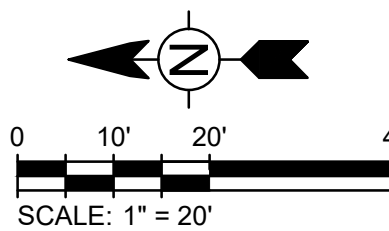
- ROW
- CENTERLINE
- SAWCUT LINE
- CONCRETE (SIDEWALK/DRIVEWAY)
- GRIND AND OVERLAY (2.5")
- FULL DEPTH RECONSTRUCTION
- PLANTER
- PERVIOUS PAVERS

DESIGN NOTES:

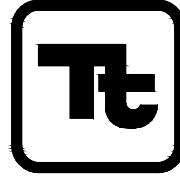
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- DOWELS FOR CONTACT JOINT SHALL BE #4 BARS 18" LONG.
- PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
- SEE SHEETS C-307 THROUGH C-310 FOR ADA RAMP IMPROVEMENTS.
- CONTRACTOR SHALL VERIFY EXISTING BACK OF WALK ELEVATIONS SHOWN ON PLANS.

LEGEND OF CONSTRUCTION NOTES

NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
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16	CRUSHED MISCELLANEOUS BASE (t=4" FOR SIDEWALK, t=6" FOR DRIVEWAY)	
30	CURB OPENING	
76	GRIND AND OVERLAY (t=2.5")	GREENBOOK, SPPWC 132-4



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

STREET IMPROVEMENT PLAN
STA:19+80 TO 24+00

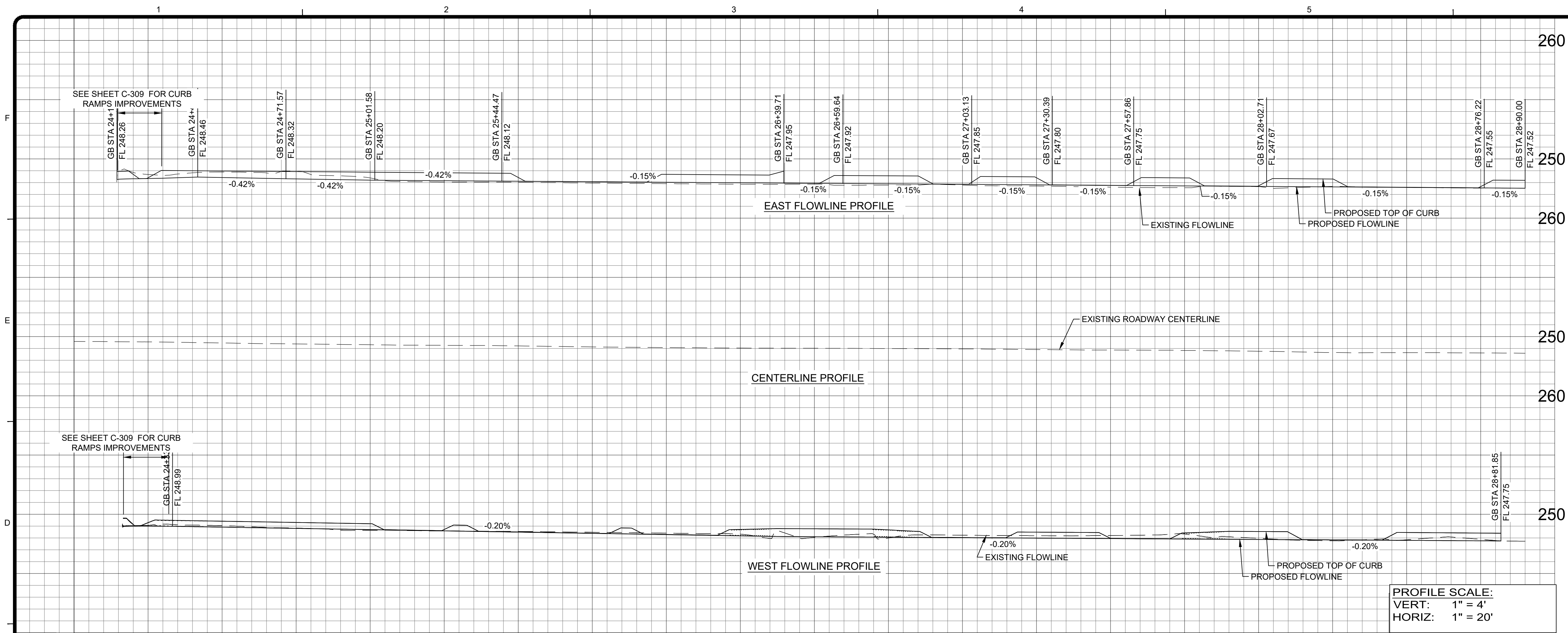
Project No.: 200-73157-18001-02
Designed By: NP/CM/RA
Drawn By: NP/CM/RA
Checked By: EP

C-303
Sheet 15 of

Bar Measures 1 inch

80% DESIGN - NOT FOR CONSTRUCTION

2/20/2025 6:41:41 PM - C:\AD\ACDOC\SETTRA TECH\IN\200-73157-18001-02\MERCEDA\VE\PROJECT FILES\CAD\SSHEETS\C-304_STREET-IMPROVEMENT.DWG - PHAM, NHUT

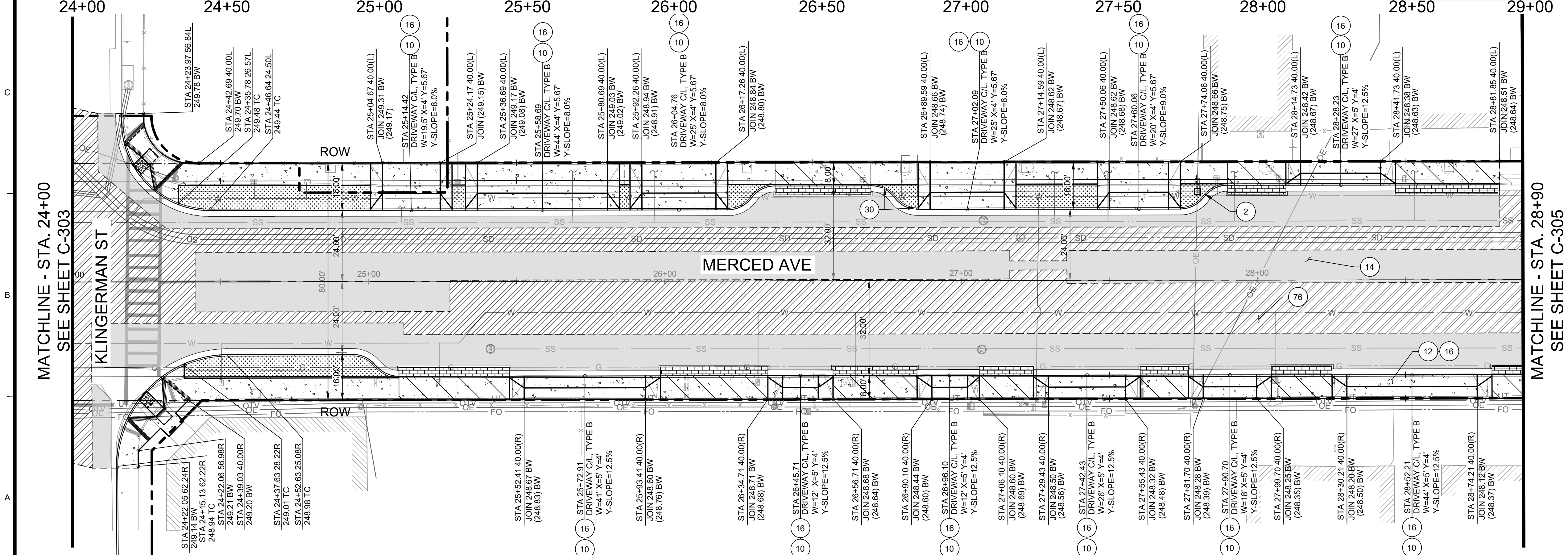


LEGEND

- ROW
- CENTERLINE
- SAWCUT LINE
- CONCRETE (SIDEWALK/DRIVEWAY)
- GRIND AND OVERLAY (2.5")
- FULL DEPTH RECONSTRUCTION
- PLANTER
- PERVIOUS PAVERS

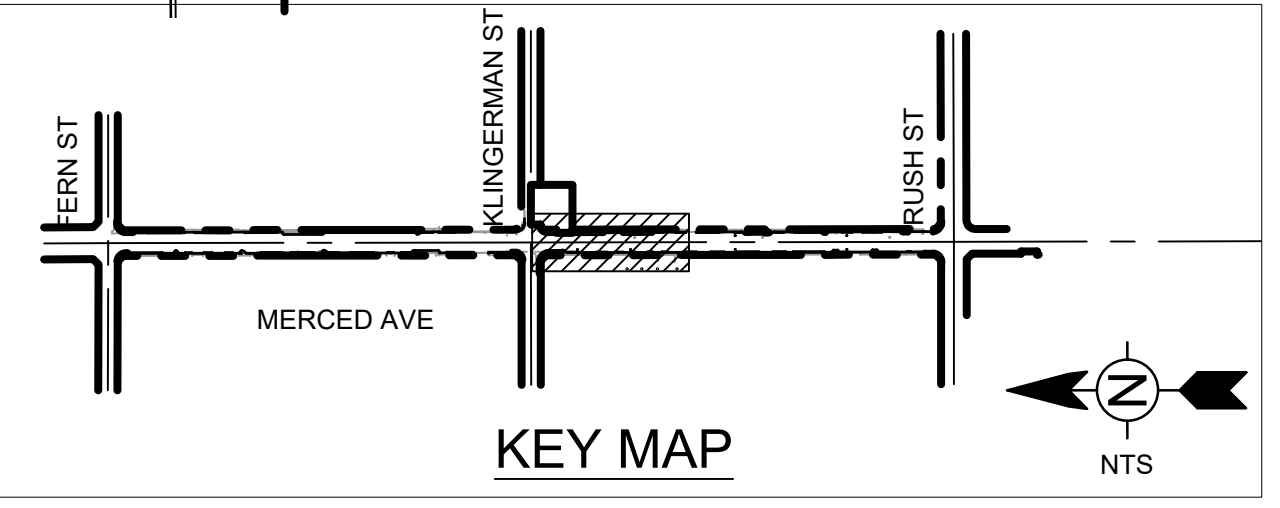
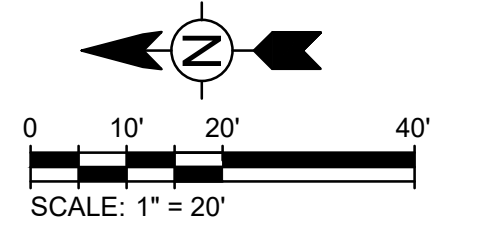
DESIGN NOTES:

- LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND BASED ON RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY.
- EXISTING UNDERGROUND UTILITIES SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE ON PLAN.
- INSTALL CURB AND SIDEWALK JOINTS PER SPPWC 112-2.
- ALL EXPOSED CORNERS ON PCC CURBS AND GUTTER SHALL BE ROUNDED WITH A 1/2" RADIUS.
- WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN PROVIDED IN SPPWC 112-2 (OR LATEST VERSION).
- WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40MM) DEEP DAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
- DOWELS FOR CONTACT JOINT SHALL BE #4 BARS 18" LONG.
- PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
- SEE SHEETS C-307 THROUGH C-310 FOR ADA RAMP IMPROVEMENTS.
- CONTRACTOR SHALL VERIFY EXISTING BACK OF WALK ELEVATIONS SHOWN ON PLANS.



LEGEND OF CONSTRUCTION NOTES

NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
2	TYPE A2-8 INTEGRAL CURB & GUTTER	SPPWC 120-3
10	CONCRETE DRIVEWAY (6")	SPPWC 110-2
12	CONCRETE WALK (4")	SPPWC 113-2
14	FULL DEPTH RECONSTRUCTION	DTL 1, SHT C-501
16	CRUSHED MISCELLANEOUS BASE (t=4" FOR SIDEWALK, t=6" FOR DRIVEWAY)	
30	CURB OPENING	
76	GRIND AND OVERLAY (t=2.5")	SPPWC 132-4



MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE

MERCED AVENUE GREENWAY PHASE 2

STREET IMPROVEMENT PLAN

STA:19+80 TO 24+00

Project No.: 200-73157-18001-02

Designed By: NP/CM/RA

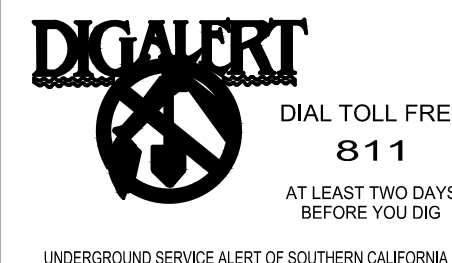
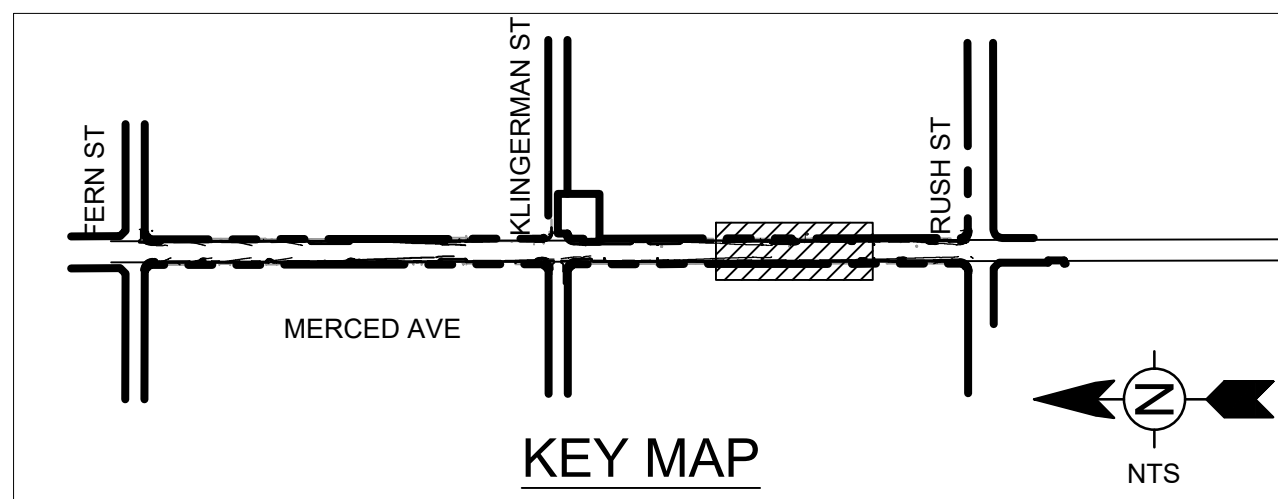
Drawn By: NP/CM/RA

Checked By: EP

C-304

Sheet 16 of

Bar Measures 1 inch

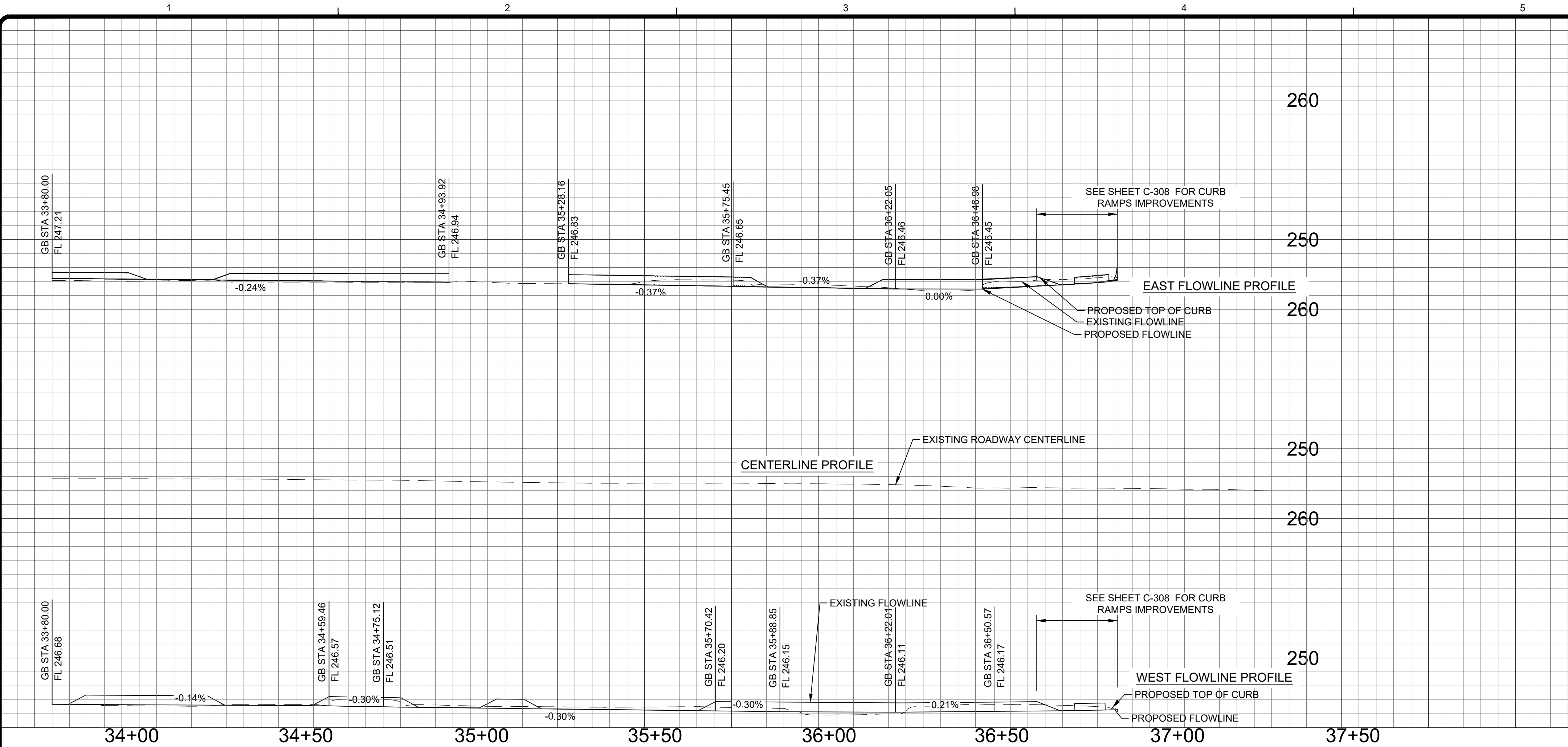
[illegible]

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2
STREET IMPROVEMENT PLAN
STA: 28+90 TO 33+80

Project No.: 200-73157-18001-02	
Designed By:	NP/CM/RA
Drawn By:	NP/CM/RA
Checked By:	EP
C-305 Sheet 17 of	

80% DESIGN - NOT FOR CONSTRUCTION

2/20/2025 6:42:10 PM - C:\AD\ACCD\CS\TETRA TECH\IN\200-73157-18001-02\MERCED\VE\PROJECT FILES\CAD\SHEETFILES\C-306_STREET-IMPROVEMENT.DWG - PHAM, NHUT



LEGEND

- ROW
- CENTERLINE
- SAWCUT LINE
- CONCRETE (SIDEWALK/DRIVEWAY)
- GRIND AND OVERLAY (2.5")
- FULL DEPTH RECONSTRUCTION
- PLANTER
- PERVIOUS PAVERS

DESIGN NOTES:

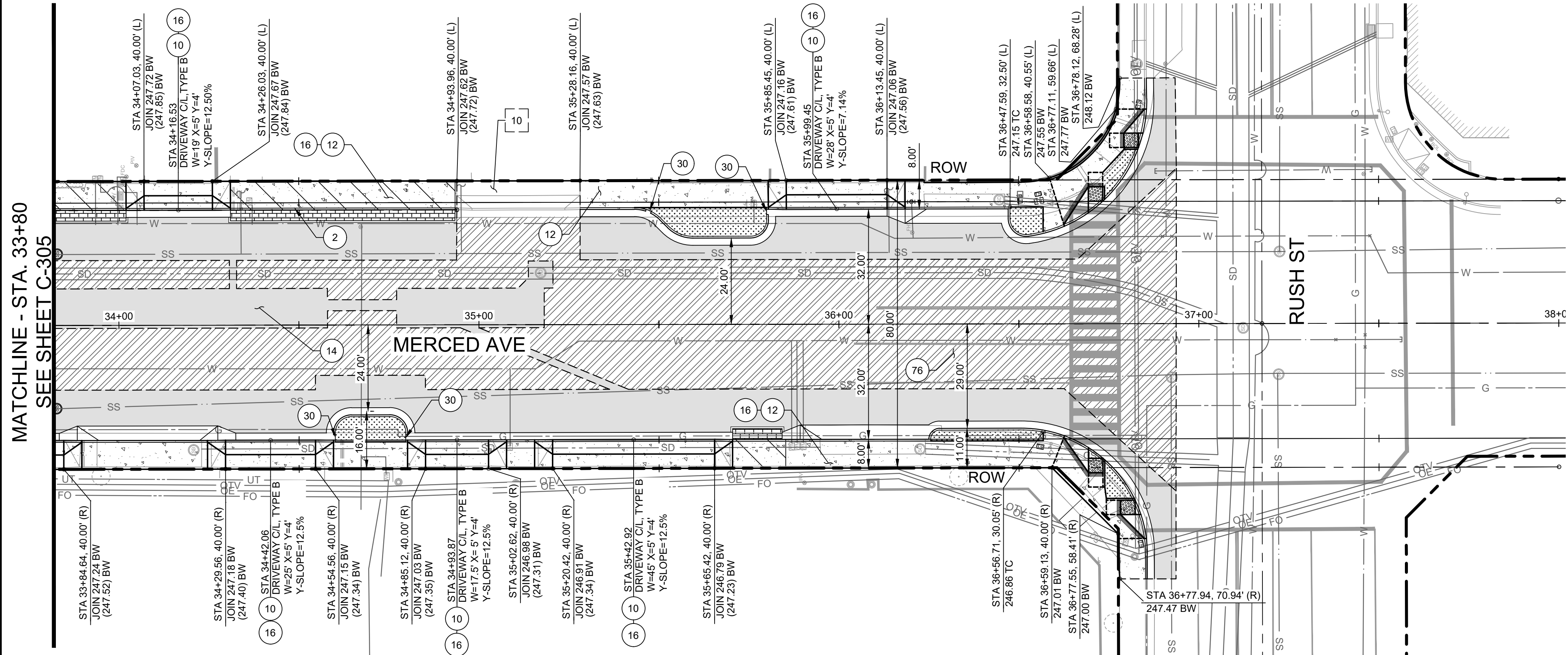
- LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND BASED ON RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY.
- EXISTING UNDERGROUND UTILITIES SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE ON PLAN.
- INSTALL CURB AND SIDEWALK JOINTS PER SPPWC 112-2.
- ALL EXPOSED CORNERS ON PCC CURBS AND GUTTER SHALL BE ROUNDED WITH A 1/2" RADIUS.
- WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN PROVIDED IN SPPWC 112-2 (OR LATEST VERSION).
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- DOWELS FOR CONTACT JOINT SHALL BE #4 BARS 18" LONG.
- PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION
- SEE SHEETS C-307 THROUGH C-310 FOR ADA RAMP IMPROVEMENTS.
- CONTRACTOR SHALL VERIFY EXISTING BACK OF WALK ELEVATIONS SHOWN ON PLANS.

PROFILE SCALE:
VERT: 1" = 5'
HORIZ: 1" = 20'

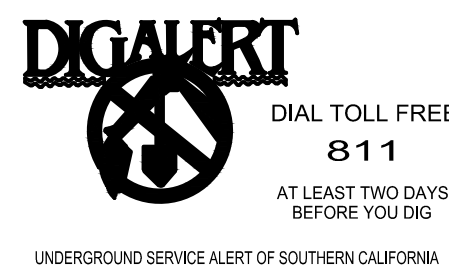
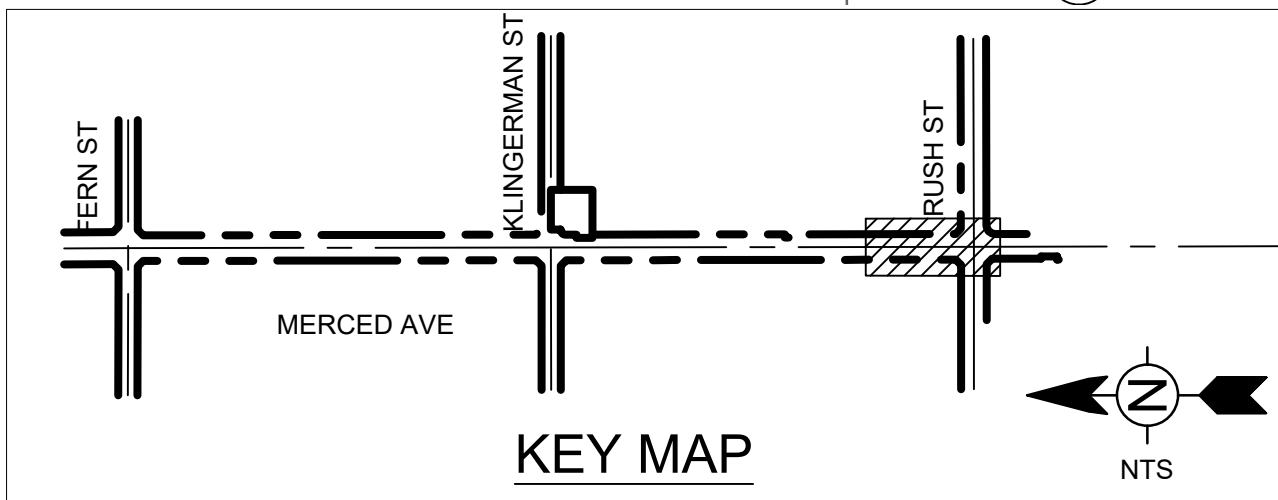
LEGEND OF CONSTRUCTION NOTES

- CONSTRUCT
- WORK BY OTHERS
- EXISTING
- REMOVE
- REMOVE AND REPLACE
- ADJUST TO GRADE

NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
2	TYPE A2-8 INTEGRAL CURB & GUTTER	SPPWC 120-3
10	CONCRETE DRIVEWAY (6")	SPPWC 110-2
12	CONCRETE WALK (4")	SPPWC 113-2
14	FULL DEPTH RECONSTRUCTION	DTL 1, SHT C-501
16	CRUSHED MISCELLANEOUS BASE (t=4" FOR SIDEWALK, t=6" FOR DRIVEWAY)	
30	CURB OPENING	
76	GRIND AND OVERLAY (t=2.5")	SPPWC 132-4



MATCHLINE - STA. 33+80
SEE SHEET C-305

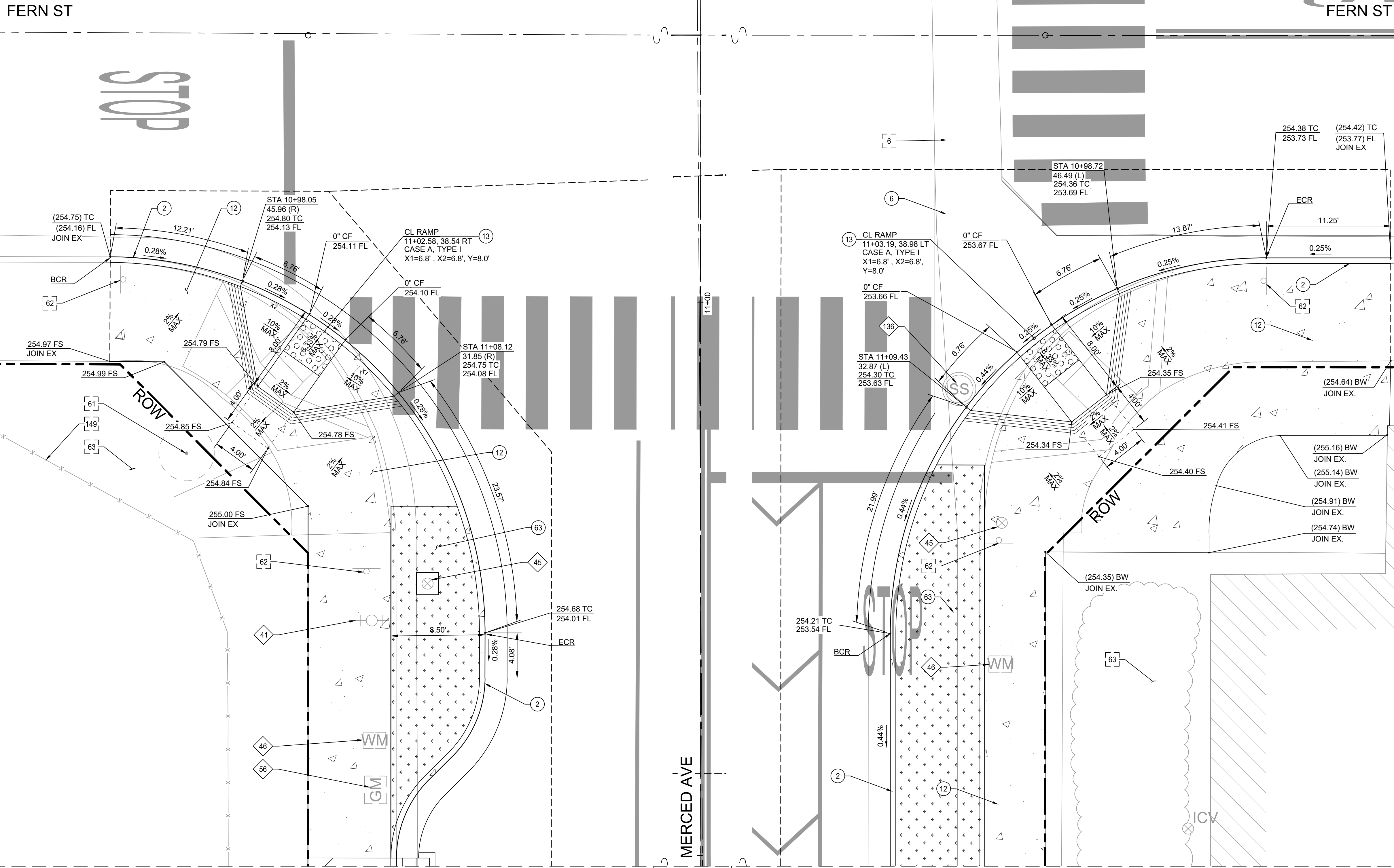


MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 STREET IMPROVEMENT PLAN STA: 33+80 TO 38+00	Project No.: 200-73157-18001-02 Designed By: NP/CM/RA Drawn By: NP/CM/RA Checked By: EP C-306 Sheet 18 of Bar Measures 1 inch
--	--

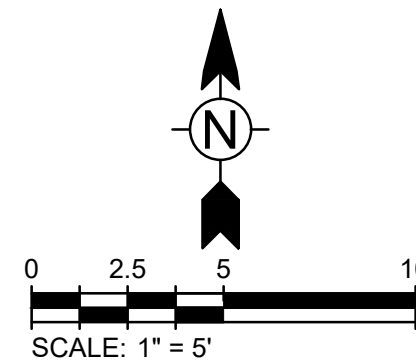
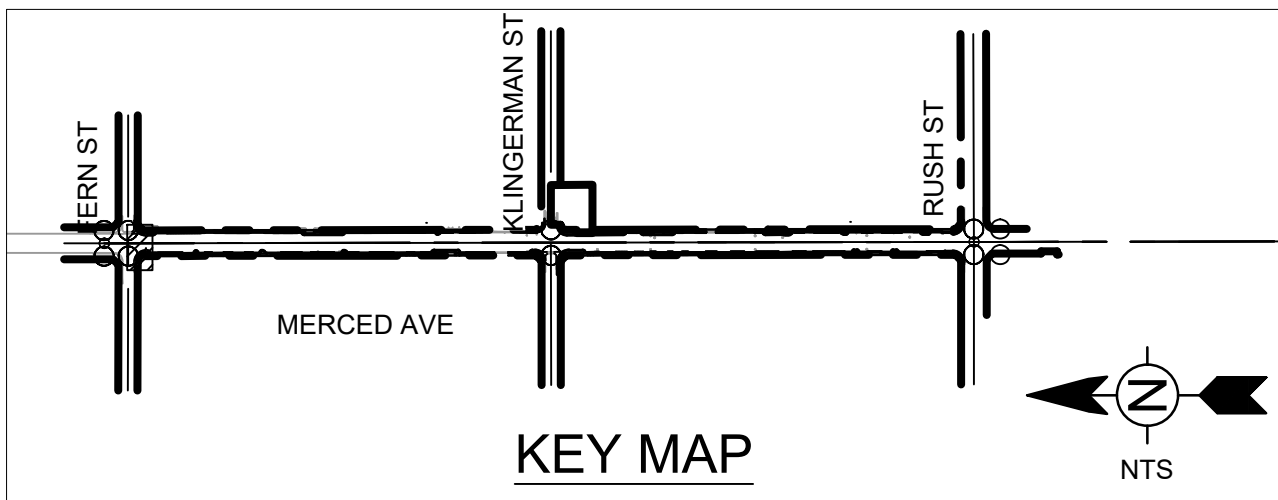
80% DESIGN - NOT FOR CONSTRUCTION

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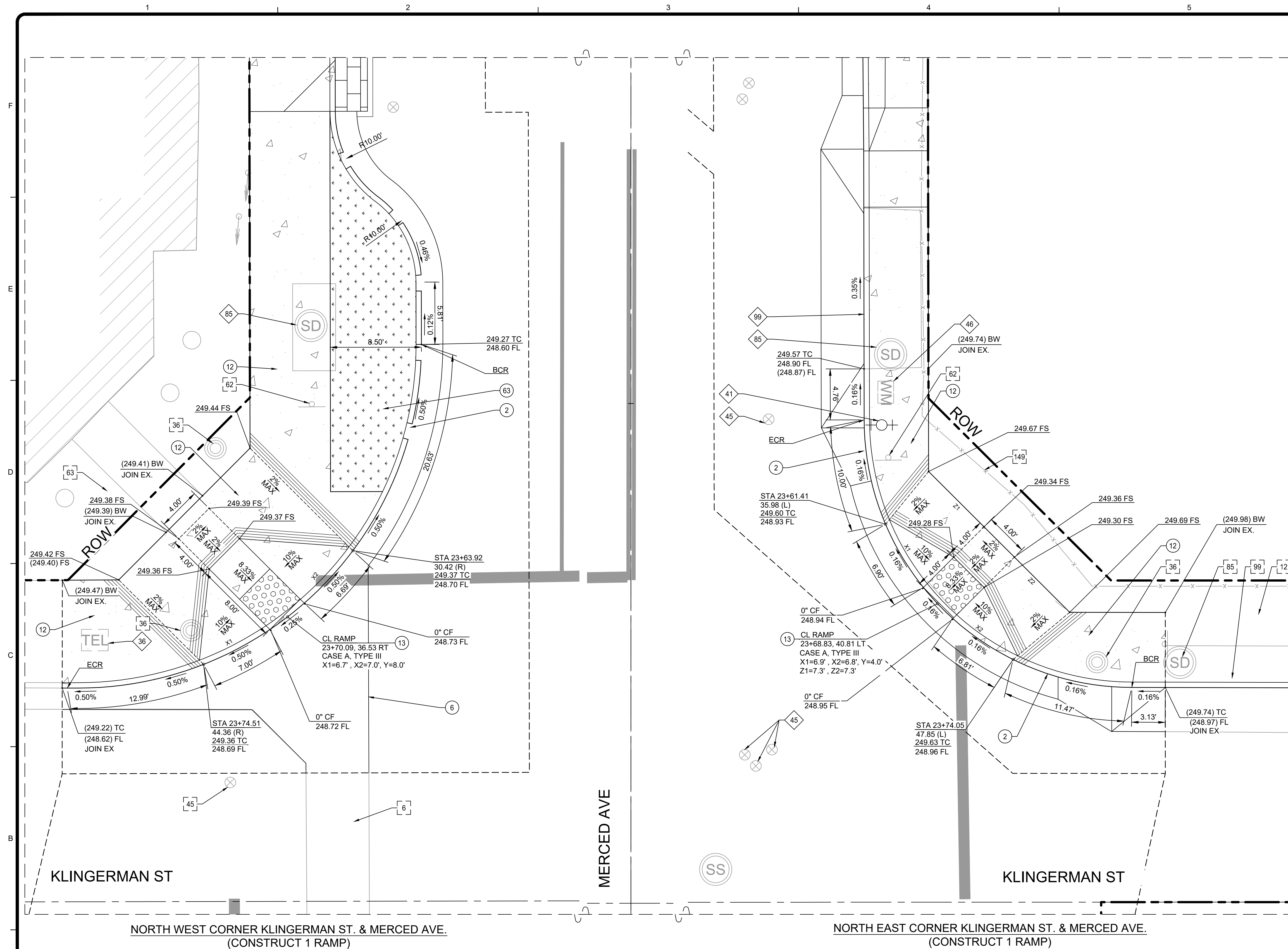
LEGEND OF CONSTRUCTION NOTES		
	CONSTRUCT	
	WORK BY OTHERS	
	EXISTING	
	REMOVE	
	REMOVE AND REPLACE	
	ADJUST TO GRADE	
NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
2	TYPE A2-8 INTEGRAL CURB & GUTTER	GREENBOOK, SPPWC 120-3
6	CONCRETE INTERSECTION GUTTER	GREENBOOK, SPPWC 123-3
12	CONCRETE WALK (4")	GREENBOOK, SPPWC 112-2, 113-2
13	CURB RAMP - PER REFERENCE AND ENLARGED DETAILS ON SHEETS C-307 THROUGH C-310	GREENBOOK, SPPWC 111-5
41	FIRE HYDRANT	
45	WATER VALVE	
46	WATER METER	
56	GAS METER	
61	TREE(s)	
62	SIGNAGE	
63	PLANTER	
136	SEWER MANHOLE	
149	FENCE	

LEGEND	
	SAWCUT
	ROW
	CENTERLINE
	CONCRETE (NEW)
	DETECTABLE WARNING SURFACE
	PLANTER



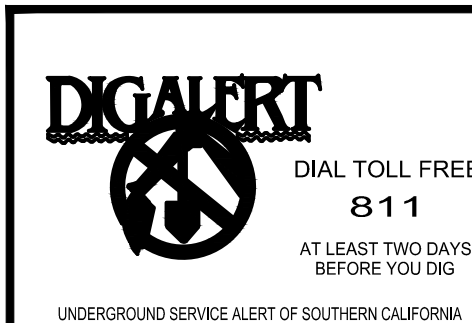
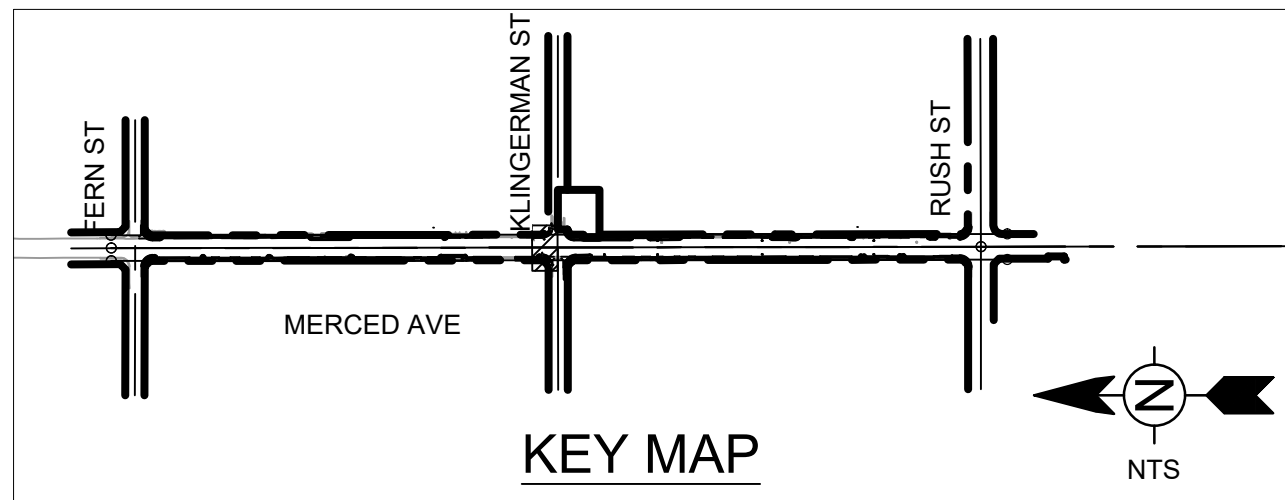
 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052	 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	<table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	MARK	DATE	DESCRIPTION	BY																					<table><tr><td>CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 ACCESSIBLE CURB RAMPS SHEET 1</td><td>Project No.: 200-73157-18001-02 Designed By: NP/CM/RA Drawn By: NP/CM/RA Checked By: EP C-307 Sheet 19 of Bar Measures 1 inch</td></tr></table>	CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 ACCESSIBLE CURB RAMPS SHEET 1	Project No.: 200-73157-18001-02 Designed By: NP/CM/RA Drawn By: NP/CM/RA Checked By: EP C-307 Sheet 19 of Bar Measures 1 inch
MARK	DATE	DESCRIPTION	BY																											
CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 ACCESSIBLE CURB RAMPS SHEET 1	Project No.: 200-73157-18001-02 Designed By: NP/CM/RA Drawn By: NP/CM/RA Checked By: EP C-307 Sheet 19 of Bar Measures 1 inch																													

2/20/2025 6:42:49 PM - C:\AD\ACCD\CS\TETRA TECH\IN\200-73157-18001-02\MERCED\VE\PROJECT FILES\CAD\SHEETFILES\C-308_ACCESSIBLE-CURB-RAMPS.DWG - PHAM, NHUT



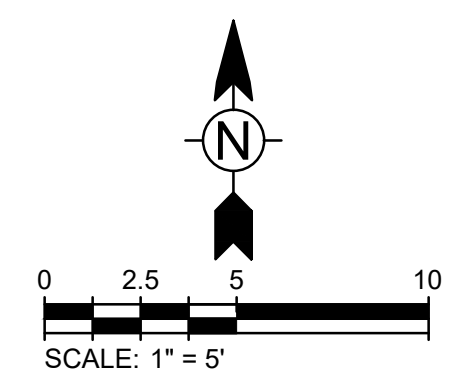
LEGEND OF CONSTRUCTION NOTES		
	CONSTRUCT	
	WORK BY OTHERS	
	EXISTING	
	REMOVE	
	REMOVE AND REPLACE	
	ADJUST TO GRADE	
NO.	CONSTRUCTION ITEMNOTE	REFERENCE
2	TYPE A2-8 INTEGRAL CURB & GUTTER	GREENBOOK, SPPWC 120-3
6	CONCRETE INTERSECTION GUTTER	GREENBOOK, SPPWC 123-3
12	CONCRETE WALK (4")	GREENBOOK, SPPWC 112-2, 113-2
13	CURB RAMP - PER REFERENCE AND ENLARGED DETAILS ON SHEETS C-307 THROUGH C-310	GREENBOOK, SPPWC 111-5
36	UTILITY POLE	
41	FIRE HYDRANT	
45	WATER VALVE	
46	WATER METER	
62	SIGNAGE	
63	PLANTER	
85	STORM DRAIN MANHOLE	
99	SIDE OPENING CATCH BASIN	
149	FENCE	

LEGEND	
	SAWCUT
	ROW
	CENTERLINE
	CONCRETE (NEW)
	DETECTABLE WARNING SURFACE
	PLANTER

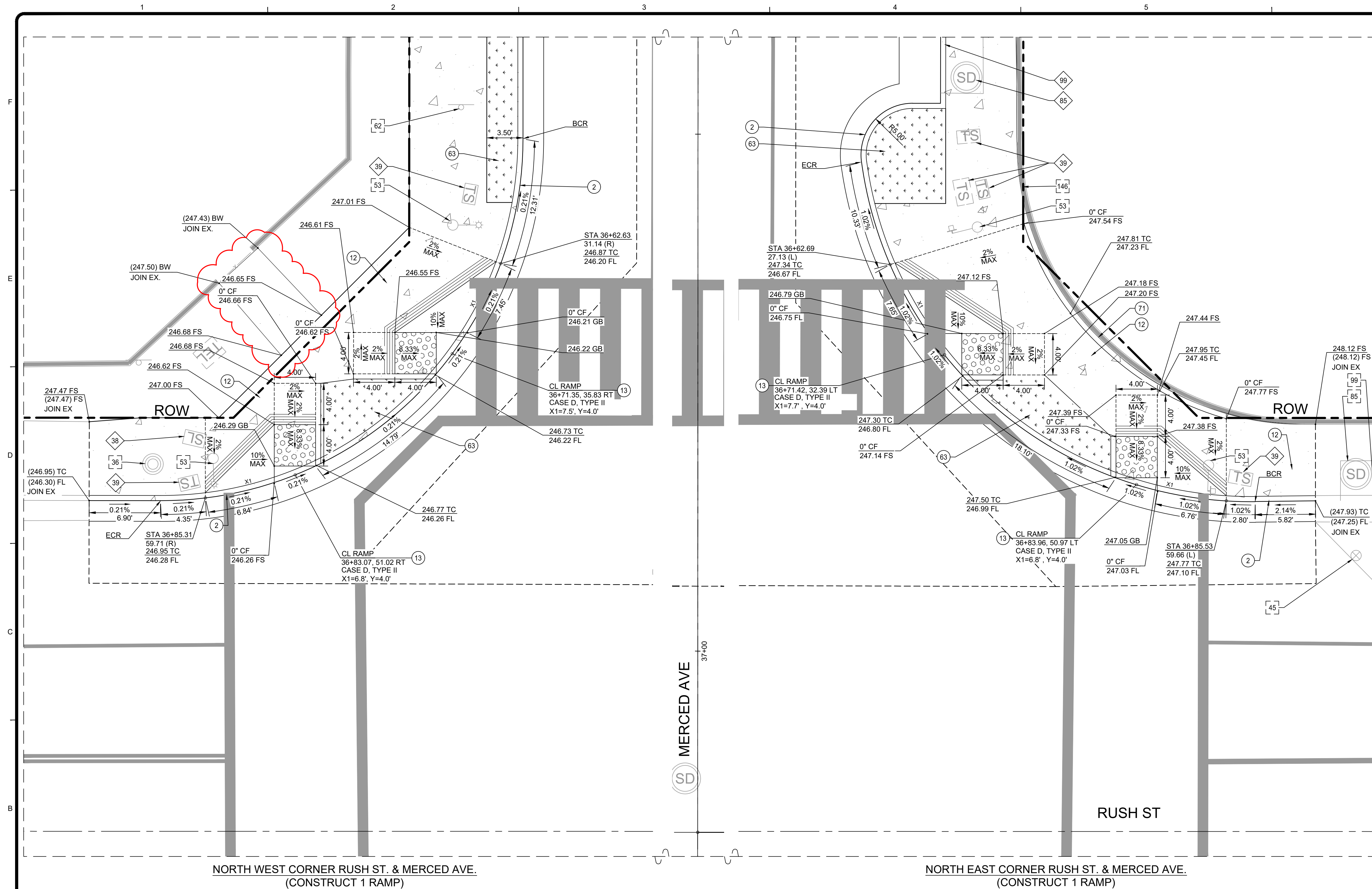


MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE		Project No.: 200-73157-18001-02
MERCED AVENUE GREENWAY PHASE 2		Designed By: NP/CM/RA
ACCESSIBLE CURB RAMPS		Drawn By: NP/CM/RA
SHEET 2		Checked By: EP
		C-308
		Sheet 20 of
		Bar Measures 1 inch

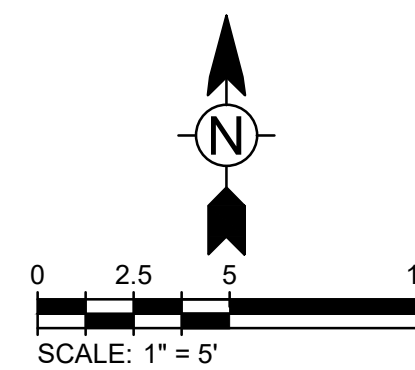
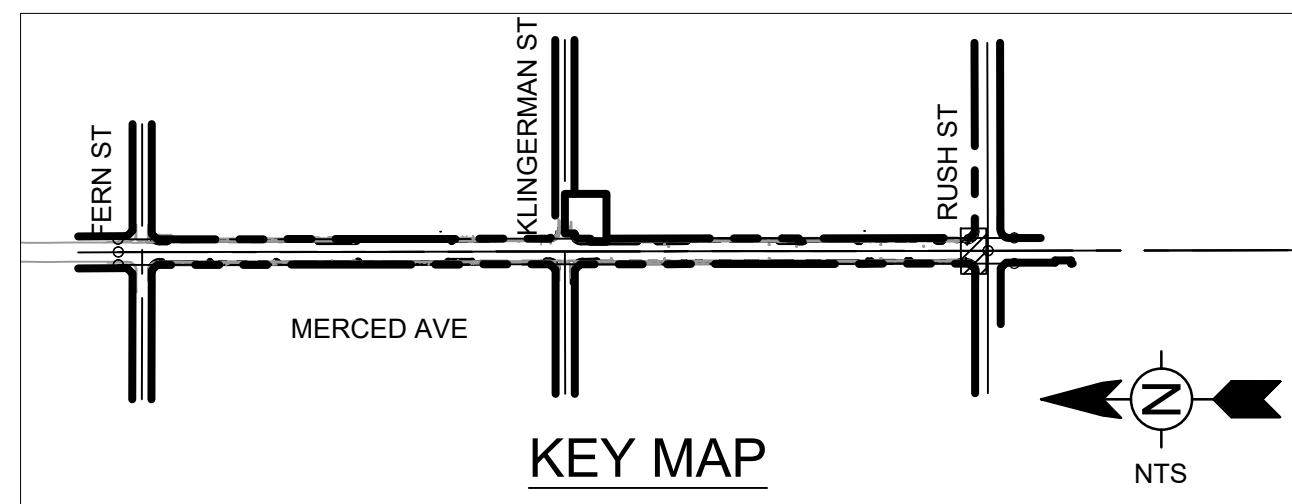


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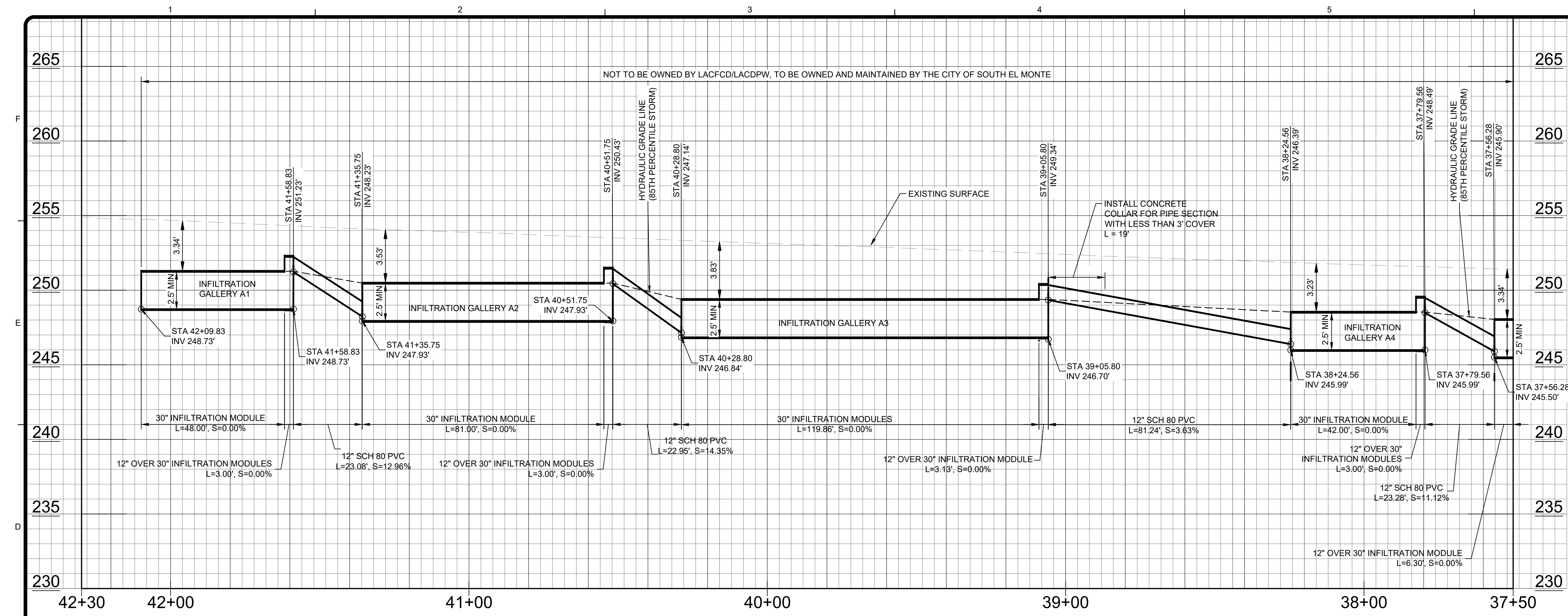


LEGEND OF CONSTRUCTION NOTES		
○ CONSTRUCT	□ EXISTING	□ REMOVE AND REPLACE
○ WORK BY OTHERS	□ REMOVE	◇ ADJUST TO GRADE
NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
2	TYPE A2-8 INTEGRAL CURB & GUTTER	GREENBOOK, SPPWC 120-3
12	CONCRETE WALK (4")	GREENBOOK, SPPWC 112-2, 113-2
13	CURB RAMP - PER REFERENCE AND ENLARGED DETAILS ON SHEETS C-307 THROUGH C-310	GREENBOOK, SPPWC 111-5
36	UTILITY POLE	
38	ADJUST STREET LIGHTING PULL BOX TO GRADE	
39	ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE	
45	WATER VALVE	
53	TRAFFIC SIGNAL	
62	SIGNAGE	
63	PLANTER	
71	RETAINING CURB	
85	STORM DRAIN MANHOLE	
99	SIDE OPENING CATCH BASIN	
146	MASONRY WALL	

LEGEND	
---	SAWCUT
---	ROW
---	CENTERLINE
□	CONCRETE (NEW)
□	DETECTABLE WARNING SURFACE
□	PLANTER



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MARK	DATE	DESCRIPTION	BY																																			
CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 ACCESSIBLE CURB RAMPS SHEET 4	Project No.: 200-73157-18001-02 Designed By: EP Drawn By: NP/CM/RA Checked By: NP/CM/RA C-310 Sheet 22 of Bar Measures 1 inch																																					



NOTES

- INFILTRATION GALLERY FOOTPRINT SHOWN IS THE BRENTWOOD STORM TANK. THE SHOWN INFILTRATION GALLERY IS NOT SET. SELECTED VENDOR MAY HAVE A DIFFERENT FOOTPRINT. SELECTED PRODUCT SHALL CONFORM TO THE SPECIFICATIONS AND BE APPROVED BY ENGINEER.
- OBSERVATION PORTS (10" DIA.) TO BE INSTALLED 30" (MAX.) ON CENTER. FINAL LOCATIONS TO BE DETERMINED BY MANUFACTURER AND SHALL BE OUT OF THE TRAVEL LANE TO THE GREATEST EXTENT POSSIBLE.
- CONTRACTOR SHALL POTHOLE AND FIELD VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES WITHIN PROJECT LIMITS AS NEEDED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- STORM DRAIN PIPES OUTSIDE OF PERVIOUS CONCRETE AREAS SHALL MAINTAIN A MINIMUM OF 1' (O.D. TO O.D.) VERTICAL SEPARATION FROM EXISTING WATER AND STORM DRAIN UTILITIES WHERE FEASIBLE. THE CONTRACTOR SHALL ENCASE PROPOSED STORM DRAIN PIPES IN CONCRETE WHERE THE VERTICAL SEPARATION IS LESS THAN 1'.
- THE CONTRACTOR SHALL ENCASE PROPOSED STORM DRAIN PIPES WITH LESS THAN 3' OF COVER IN CONCRETE. PERFORATED PIPE SHALL NOT BE ENCASED IN CONCRETE.

MAINTENANCE

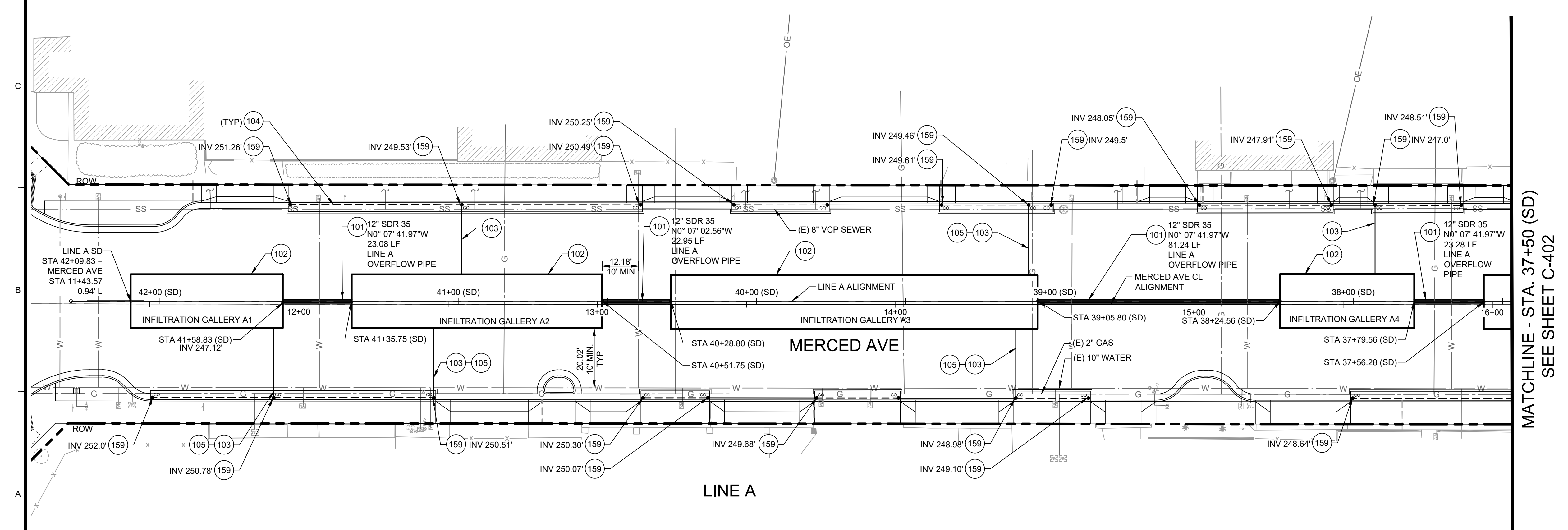
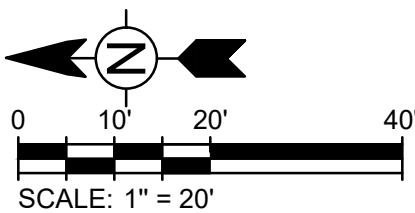
ALL PROPOSED IMPROVEMENTS ARE NOT TO BE OWNED BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BUT ARE TO BE OWNED AND MAINTAINED BY THE CITY OF SOUTH EL MONTE.

PROFILE SCALE:
VERT: 1" = 4'
HORIZ: 1" = 20'

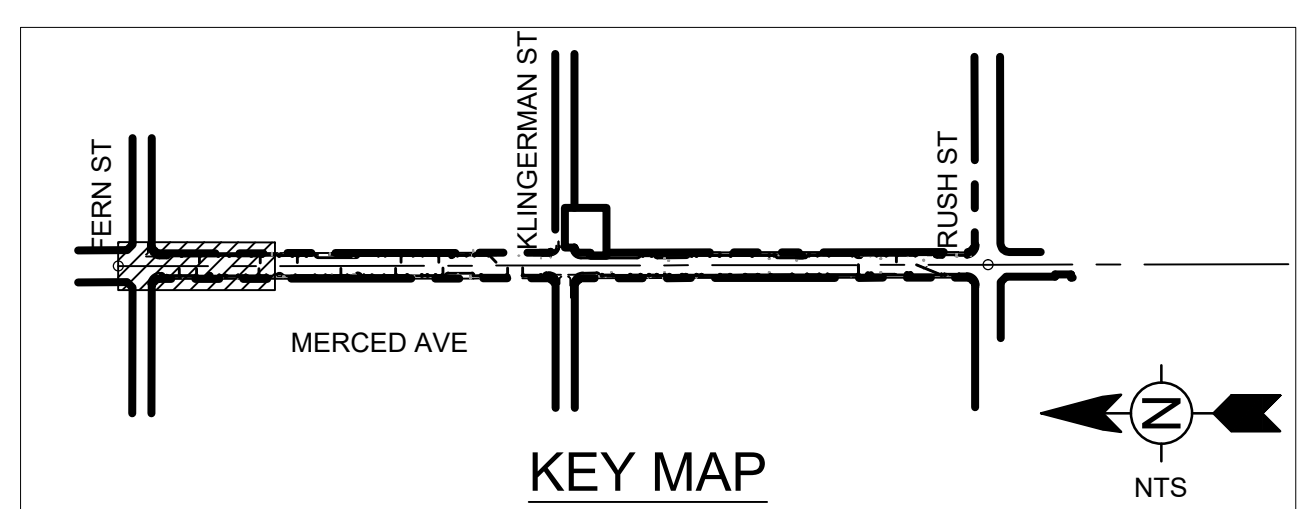
LEGEND OF CONSTRUCTION NOTES		
	CONSTRUCT	
	WORK BY OTHERS	
	EXISTING	
	REMOVE	
	REMOVE AND REPLACE	
	ADJUST TO GRADE	
NO.	CONSTRUCTION ITEM/NOTE	REFERENCE
101	12" PVC PIPE, SCH 80	
102	UNDERGROUND INFILTRATION GALLERY	DTL 4, SHT C-503
103	6" PVC SOLID PIPE, SDR 35	
104	6" PVC PERFORATED PIPE, SDR 35	DTL 5, SHT C-502
105	CONCRETE COLLAR AROUND PIPE	
159	UNDERDRAIN CLEANOUT	DTL 2, SHT C-503

LEGEND

	EXISTING WATER
	EXISTING STORM DRAIN
	EXISTING SANITARY SEWER
	EXISTING OVERHEAD TELEPHONE
	EXISTING OVERHEAD ELECTRICAL
	EXISTING UNDERGROUND ELECTRICAL
	EXISTING UNDERGROUND TELEPHONE
	EXISTING OVERHEAD FIBEROPTICS
	EXISTING NATURAL GAS
	EXISTING OVERHEAD COMMUNICATIONS LINE
	EXISTING UNDERGROUND COMMUNICATIONS LINE



MATCHLINE - STA. 37+50 (SD)
SEE SHEET C-402



DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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www.tetrattech.com
711 TANK FARM RD, SUITE 110
SAN LUIS OBISPO, CA 93402
PHONE: (805) 542-9052

**CITY OF
SOUTH EL MONTE**
GROWING OUR FUTURE
1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

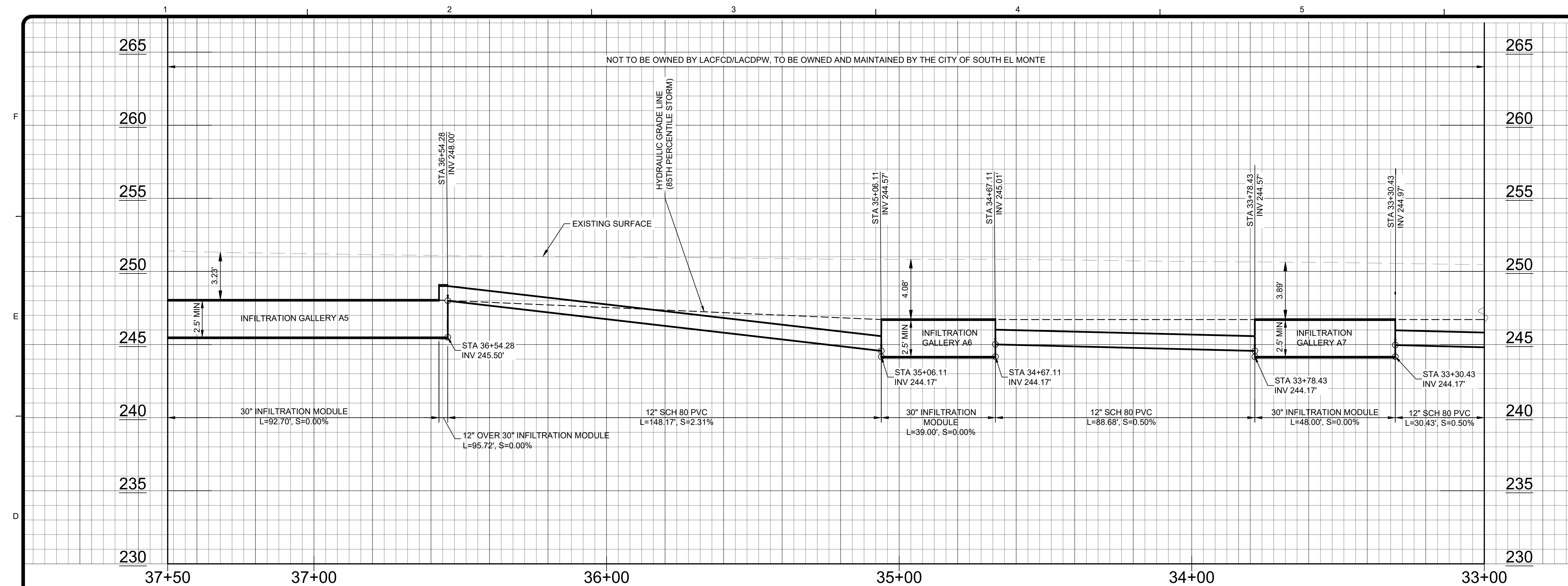
MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

STORM DRAIN PLAN & PROFILE
LINE A
SHEET 1

Project No.: 200-73157-18001-02
Designed By: NP/CM/RA
Drawn By: NP/CM/RA
Checked By: EP

C-401
Sheet 23 of
Bar Measures 1 inch



NOTES

- INFILTRATION GALLERY FOOTPRINT SHOWN IS THE BRENTWOOD STORM TANK. THE SHOWN INFILTRATION GALLERY IS NOT SET. SELECTED VENDOR MAY HAVE A DIFFERENT FOOTPRINT. SELECTED PRODUCT SHALL CONFORM TO THE SPECIFICATIONS AND BE APPROVED BY ENGINEER.
- OBSERVATION PORTS (10" DIA.) TO BE INSTALLED 30' (MAX.) ON CENTER. FINAL LOCATIONS TO BE DETERMINED BY MANUFACTURER AND SHALL BE OUT OF THE TRAVEL LANE TO THE GREATEST EXTENT POSSIBLE.
- CONTRACTOR SHALL POTHOLE AND FIELD VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES WITHIN PROJECT LIMITS AS NEEDED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- STORM DRAIN PIPES OUTSIDE OF PERVIOUS CONCRETE AREAS SHALL MAINTAIN A MINIMUM OF 1' (O.D. TO O.D.) VERTICAL SEPARATION FROM EXISTING WATER AND STORM DRAIN UTILITIES WHERE FEASIBLE. THE CONTRACTOR SHALL ENCASE PROPOSED STORM DRAIN PIPES IN CONCRETE WHERE THE VERTICAL SEPARATION IS LESS THAN 1'.
- THE CONTRACTOR SHALL ENCASE PROPOSED STORM DRAIN PIPES WITH LESS THAN 3' OF COVER IN CONCRETE. PERFORATED PIPE SHALL NOT BE ENCASED IN CONCRETE.

MAINTENANCE

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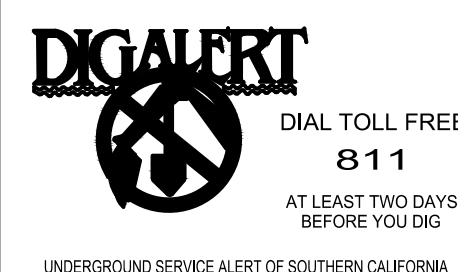
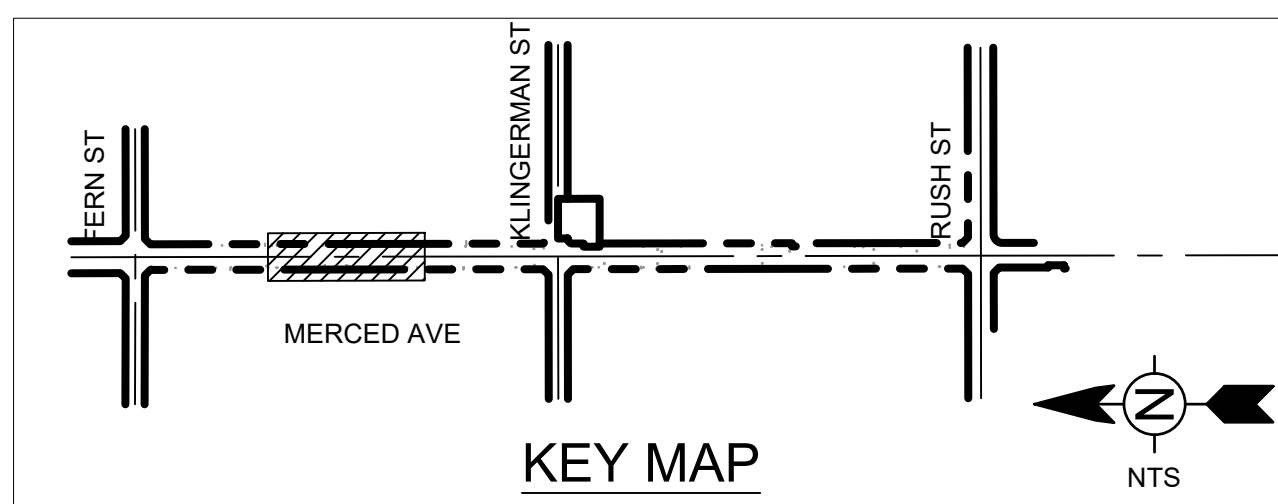
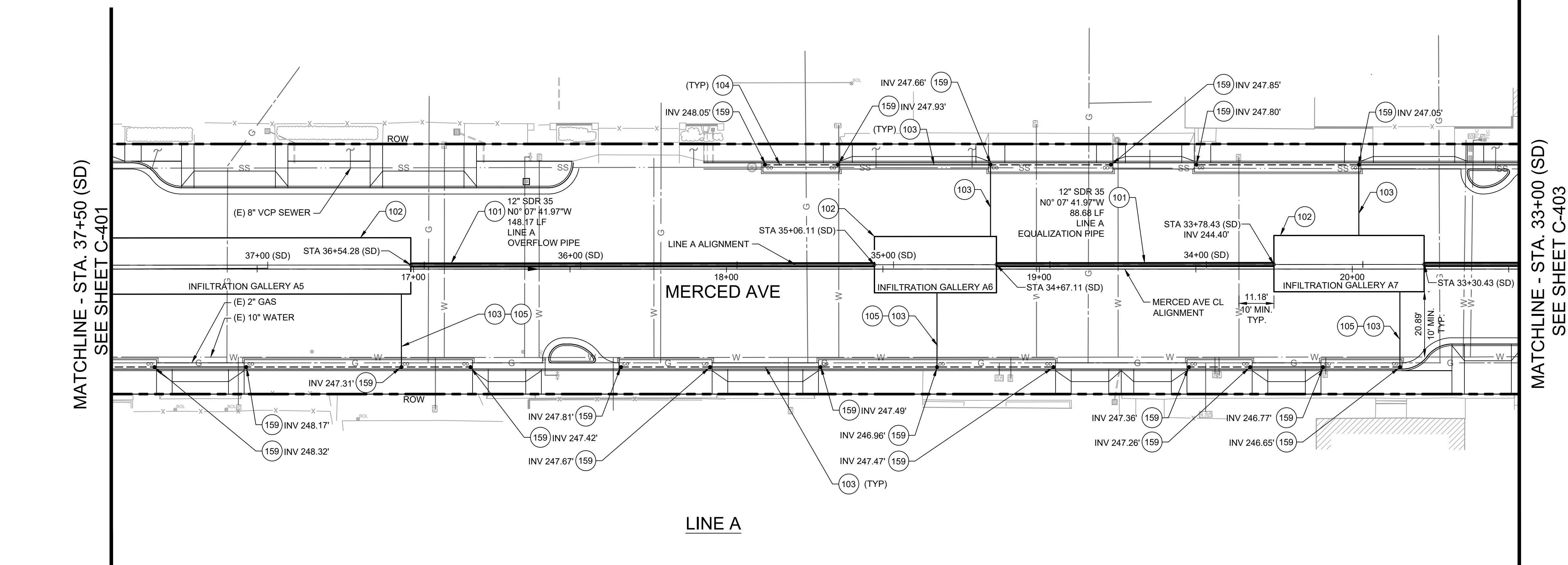
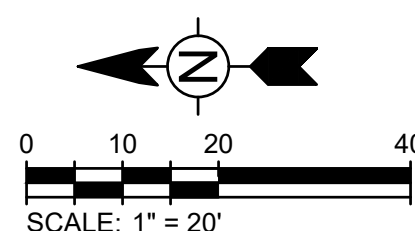
PROFILE SCALE:
VERT: 1" = 4'
HORIZ: 1" = 20'

LEGEND OF CONSTRUCTION NOTE

NO.	CONSTRUCTION ITEM NOTE	REFERENCE
29	CURB DRAIN	SPPWC 150-4
85	STORM DRAIN MANHOLE	
101	12" PVC PIPE, SCH 80	
102	UNDERGROUND INFILTRATION GALLERY	DTL 4, SHT C-503
103	6" PVC SOLID PIPE, SDR 35	
104	6" PVC PERFORATED PIPE, SDR 35	DTL 5, SHT C-502
105	CONCRETE COLLAR AROUND PIPE	
159	UNDERDRAIN CLEANOUT	DTL 2, SHT C-503

LEGEND

W	EXISTING WATER
SD	EXISTING STORM DRAIN
SS	EXISTING SANITARY SEWER
OT	EXISTING OVERHEAD TELEPHONE
OE	EXISTING OVERHEAD ELECTRICAL
UE	EXISTING UNDERGROUND ELECTRICAL
UT	EXISTING UNDERGROUND TELEPHONE
FO	EXISTING OVERHEAD FIBEROPTICS
G	EXISTING NATURAL GAS
QTV	EXISTING OVERHEAD COMMUNICATIONS LINE
UTV	EXISTING UNDERGROUND COMMUNICATIONS LINE

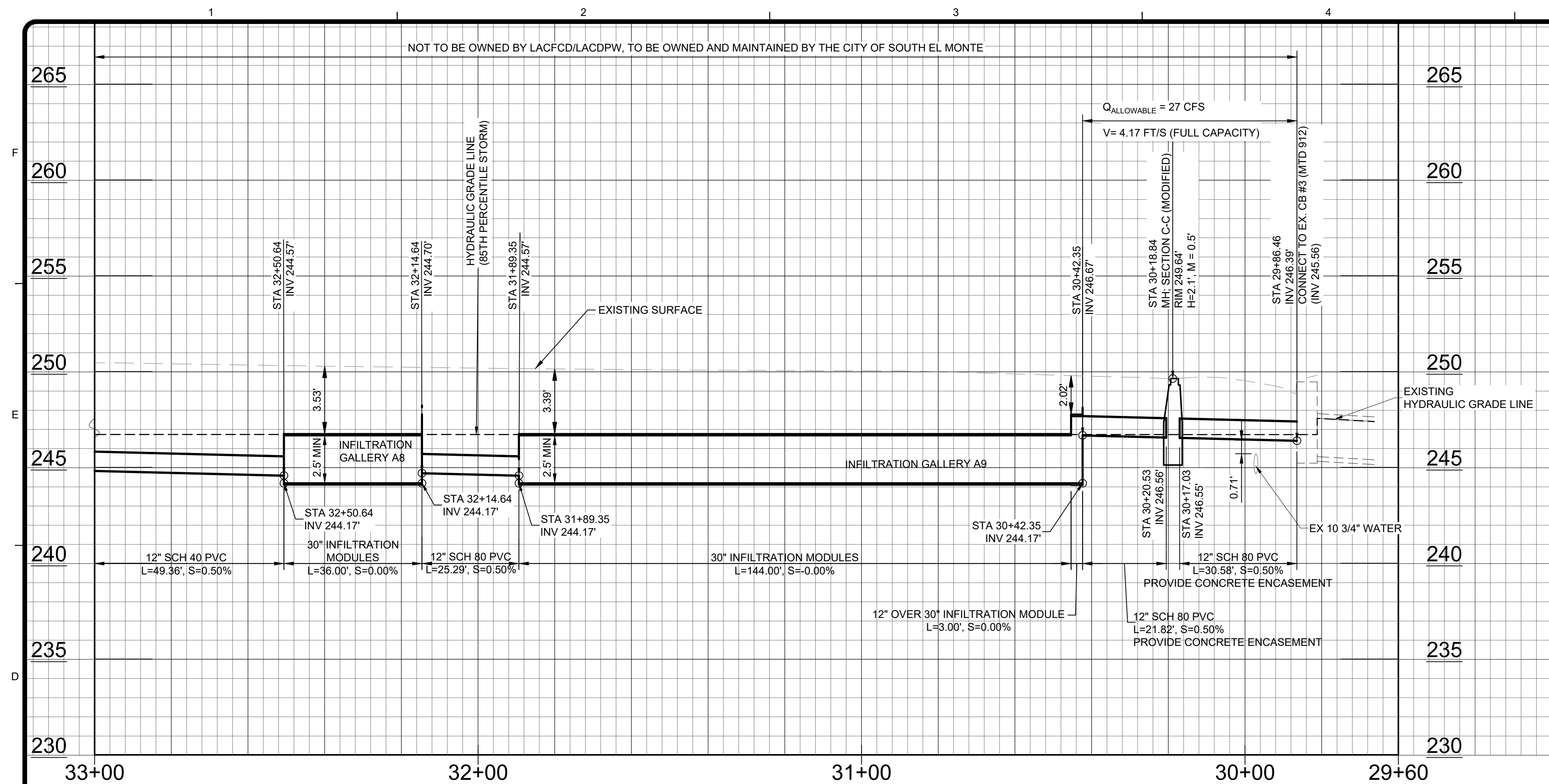


MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2
STORM DRAIN PLAN & PROFILE
LINE A
SHEET 2

Project No.: 200-73157-18001-02
Designed By: NP/CM/RA
Drawn By: NP/CM/RA
Checked By: EP
C-402
Sheet 24 of
Bar Measures 1 inch

80% DESIGN - NOT FOR CONSTRUCTION



PROFILE SCALE:
VERT: 1" = 4'
HORIZ: 1" = 20'

NOTES

- INFILTRATION GALLERY FOOTPRINT SHOWN IS THE BRENTWOOD STORM TANK. THE SHOWN INFILTRATION GALLERY IS NOT SET. SELECTED VENDOR MAY HAVE A DIFFERENT FOOTPRINT. SELECTED PRODUCT SHALL CONFORM TO THE SPECIFICATIONS AND BE APPROVED BY ENGINEER.
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MAINTENANCE

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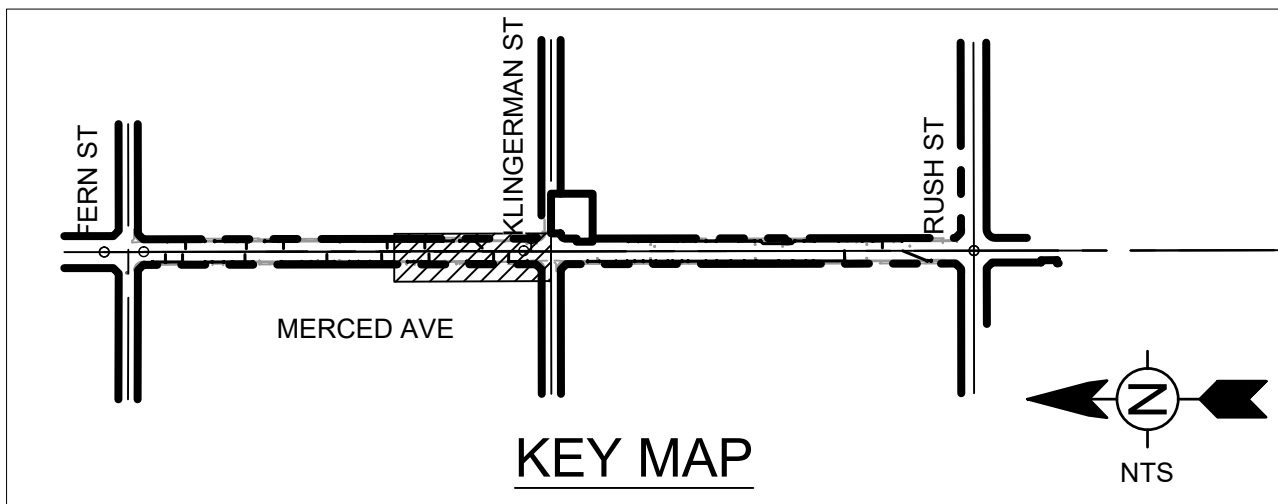
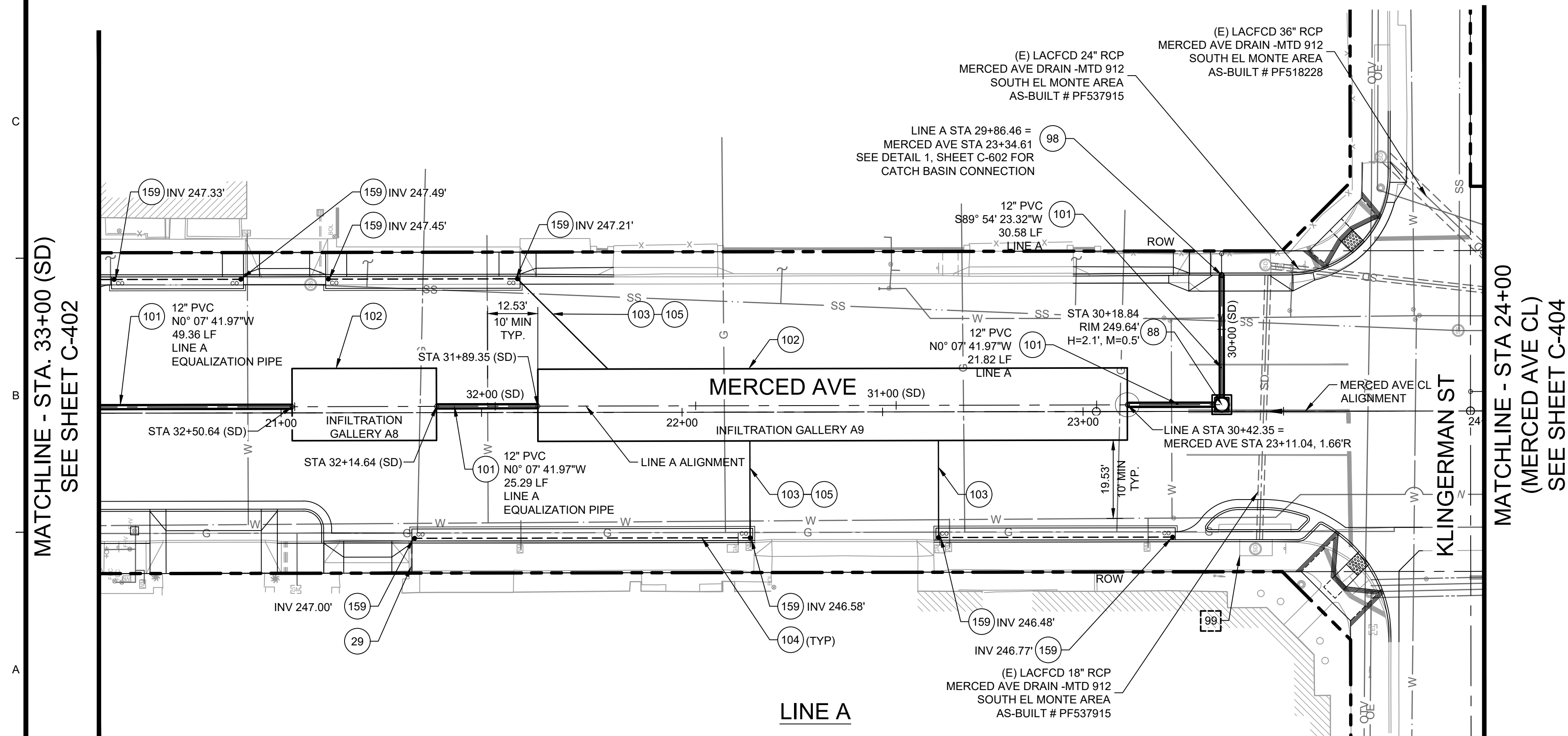
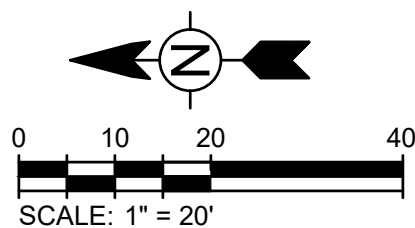
LEGEND OF CONSTRUCTION NOTES

○	CONSTRUCT	□	EXISTING	○	REMOVE AND REPLACE
○	WORK BY OTHERS	□	REMOVE	◇	ADJUST TO GRADE

NO.	CONSTRUCTION ITEMNOTE	REFERENCE
29	CURB DRAIN	SPPWC 150-4
88	PROPOSED STORM DRAIN MANHOLE	SPPWC 321-2, SECTION C-C (MODIFIED)
98	CONNECT TO EXISTING CATCH BASIN	DTL 3, SHT C-503
99	SIDE OPENING CATCH BASIN	
101	12" PVC PIPE, SCH 80	
102	UNDERGROUND INFILTRATION GALLERY	DTL 4, SHT C-503
103	6" PVC SOLID PIPE, SDR 35	
104	6" PVC PERFORATED PIPE, SDR 35	DTL 5, SHT C-502
105	CONCRETE COLLAR AROUND PIPE	
159	UNDERDRAIN CLEANOUT	DTL 2, SHT C-503

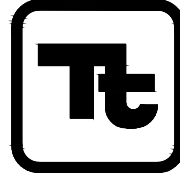
LEGEND

W	EXISTING WATER
SD	EXISTING STORM DRAIN
SS	EXISTING SANITARY SEWER
OT	EXISTING OVERHEAD TELEPHONE
OE	EXISTING OVERHEAD ELECTRICAL
UE	EXISTING UNDERGROUND ELECTRICAL
UT	EXISTING UNDERGROUND TELEPHONE
FO	EXISTING OVERHEAD FIBEROPTICS
G	EXISTING NATURAL GAS
OTV	EXISTING OVERHEAD COMMUNICATIONS LINE
UTV	EXISTING OIL



DIAL TOLL FREE
811
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



TETRA TECH

www.tetrattech.com

711 TANK FARM RD, SUITE 110
SAN LUIS OBISPO, CA 93402
PHONE: (805) 542-9052



1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCEDES AVENUE GREENWAY PHASE 2

STORM DRAIN PLAN & PROFILE
LINE A
SHEET 3

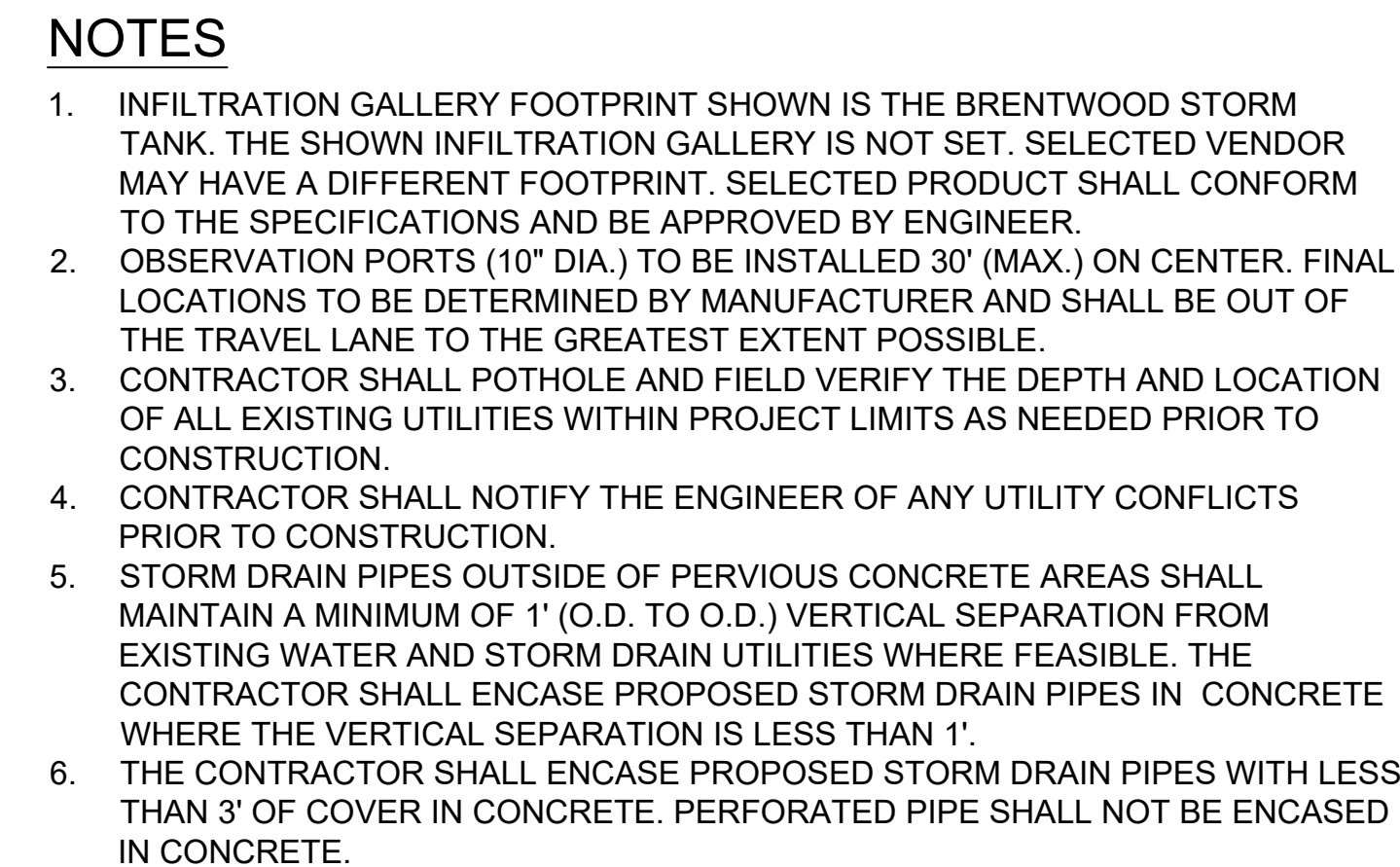
Project No.: 200-73157-18001-02
Designed By: NP/CM/RA
Drawn By: NP/CM/RA
Checked By: EP

C-403

Sheet 25 of

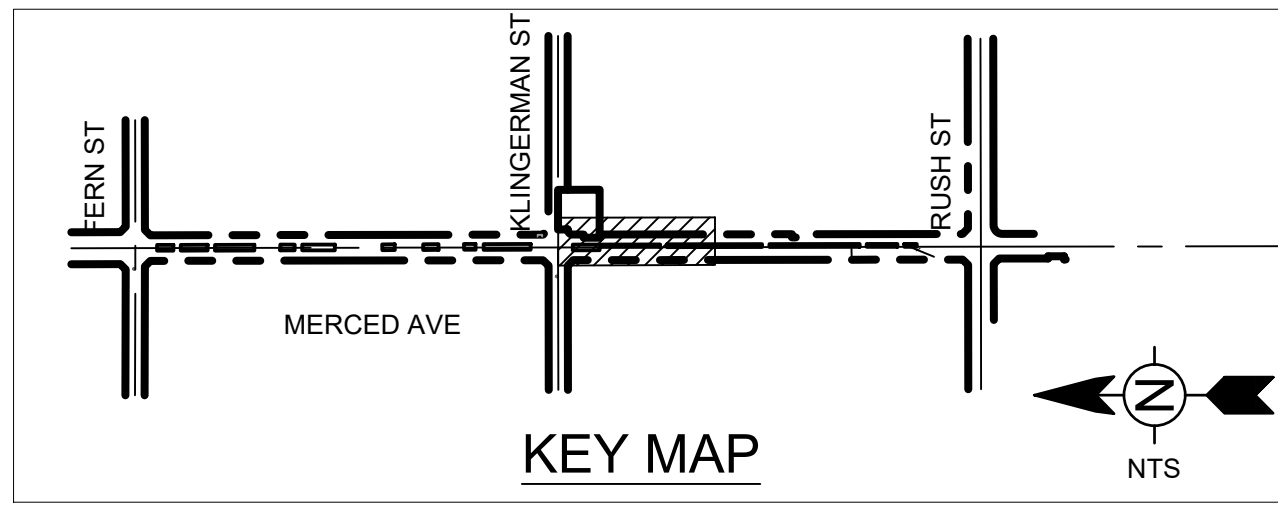
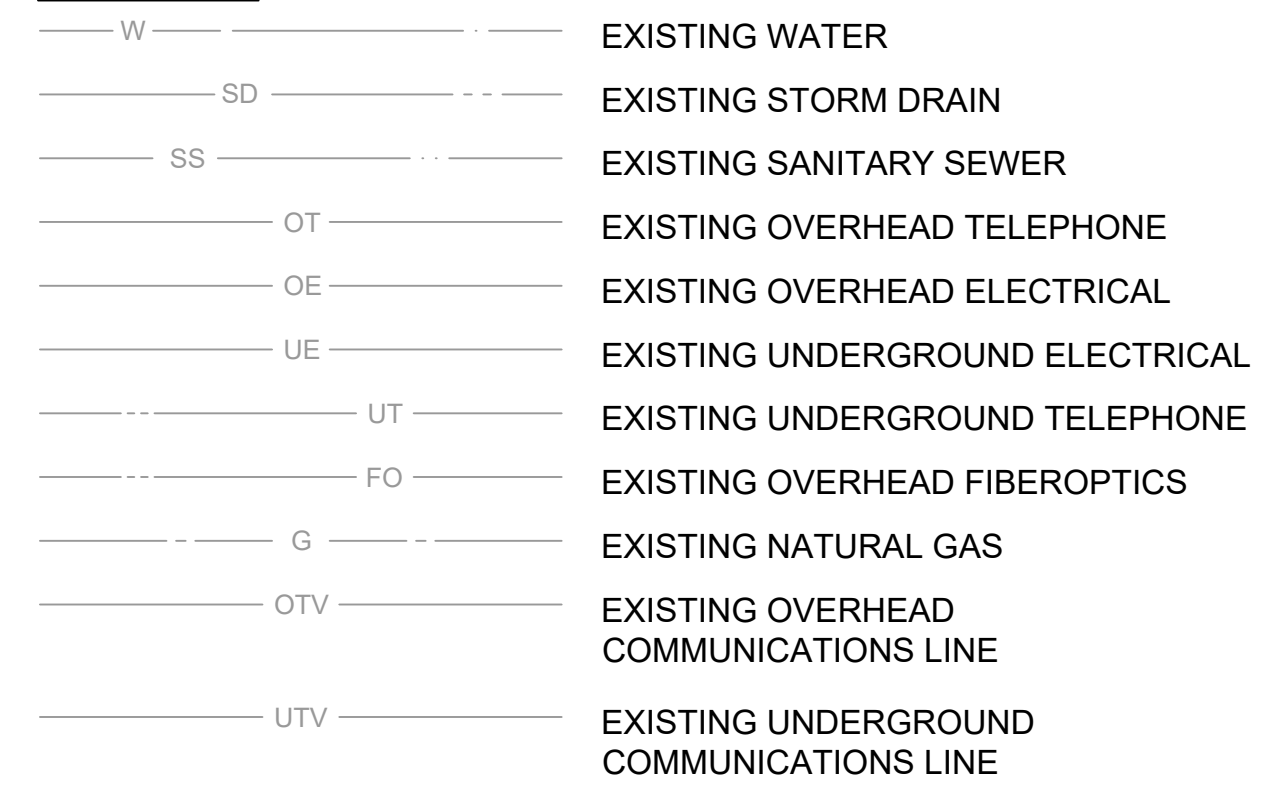
Bar Measures 1 inch

80% DESIGN - NOT FOR CONSTRUCTION

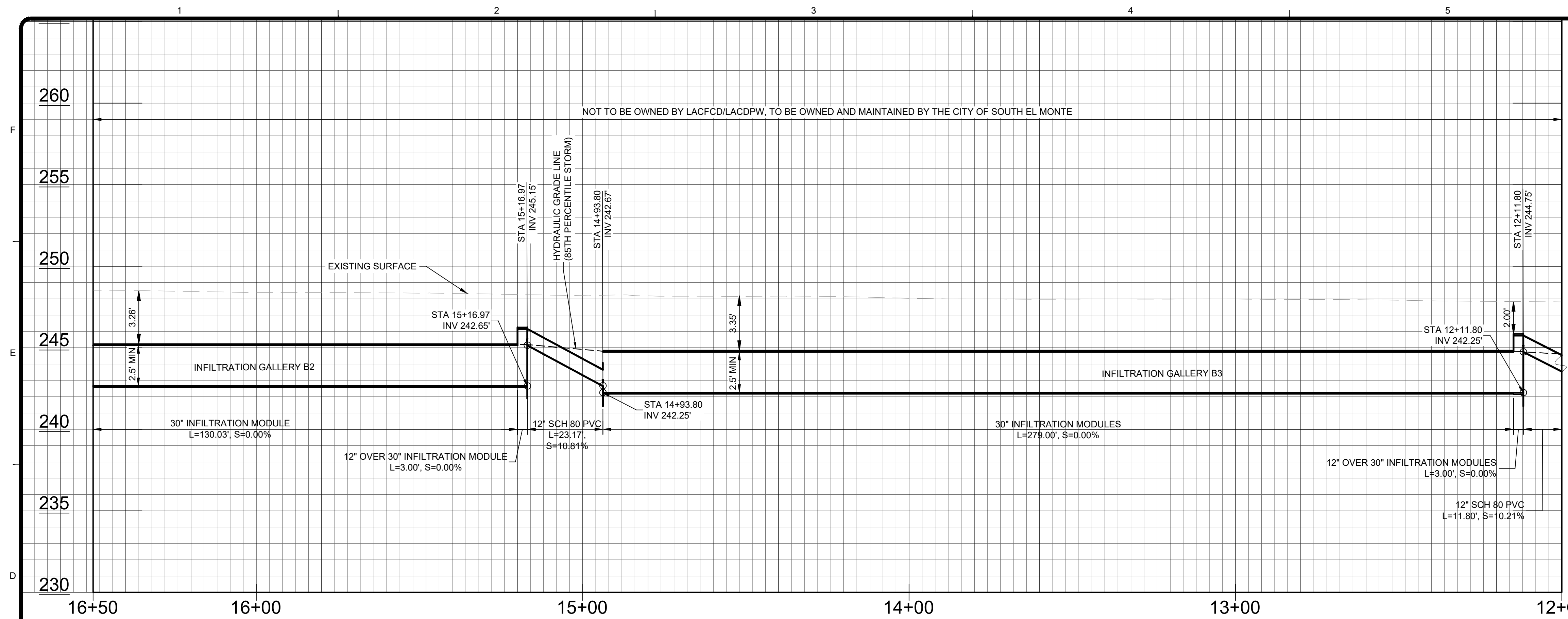


ALL PROPOSED IMPROVEMENTS ARE NOT TO BE OWNED BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BUT ARE TO BE OWNED AND MAINTAINED BY THE CITY OF SOUTH EL MONTE.

LEGEND OF CONSTRUCTION NOTE		
	CONSTRUCT	 EXISTING
	WORK BY OTHERS	 REMOVE
		 REMOVE AND REPLACE  ADJUST TO GRADE
NO.	CONSTRUCTION ITEM NOTE	REFERENCE
101	12" PVC PIPE, SCH 80	
102	UNDERGROUND INFILTRATION GALLERY	DTL 4, SHT C-503
103	6" PVC SOLID PIPE, SDR 35	
104	6" PVC PERFORATED PIPE, SDR 35	DTL 5, SHT C-502
159	UNDERDRAIN CLEANOUT	DTL 2, SHT C-503



 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 TETRA TECH www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052	 CITY OF SOUTH EL MONTE GROWING OUR FUTURE 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	MARK	DATE	DESCRIPTION	BY	CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 STORM DRAIN PLAN & PROFILE LINE B SHEET 1	Project No.: 200-73157-18001-1 Designed By: E Drawn By: NP/CM/R Checked By: NP/CM/R



NOTES

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MAINTENANCE

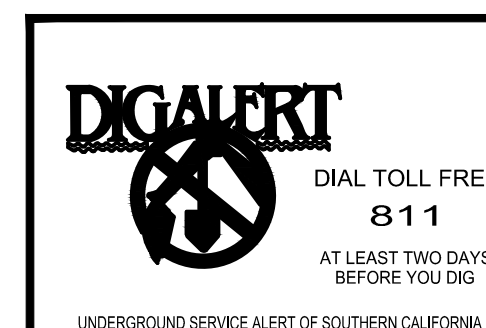
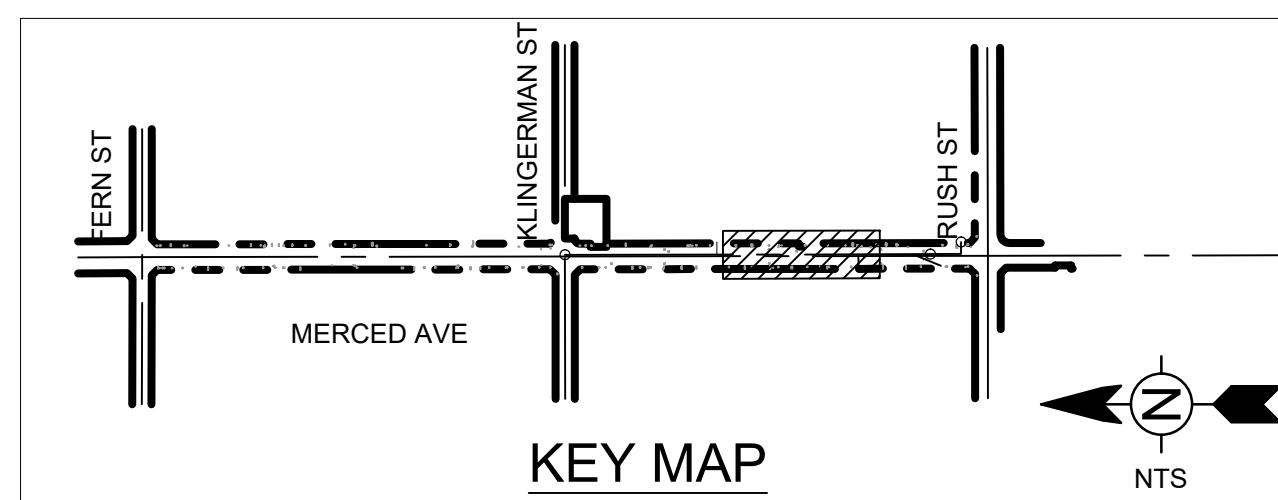
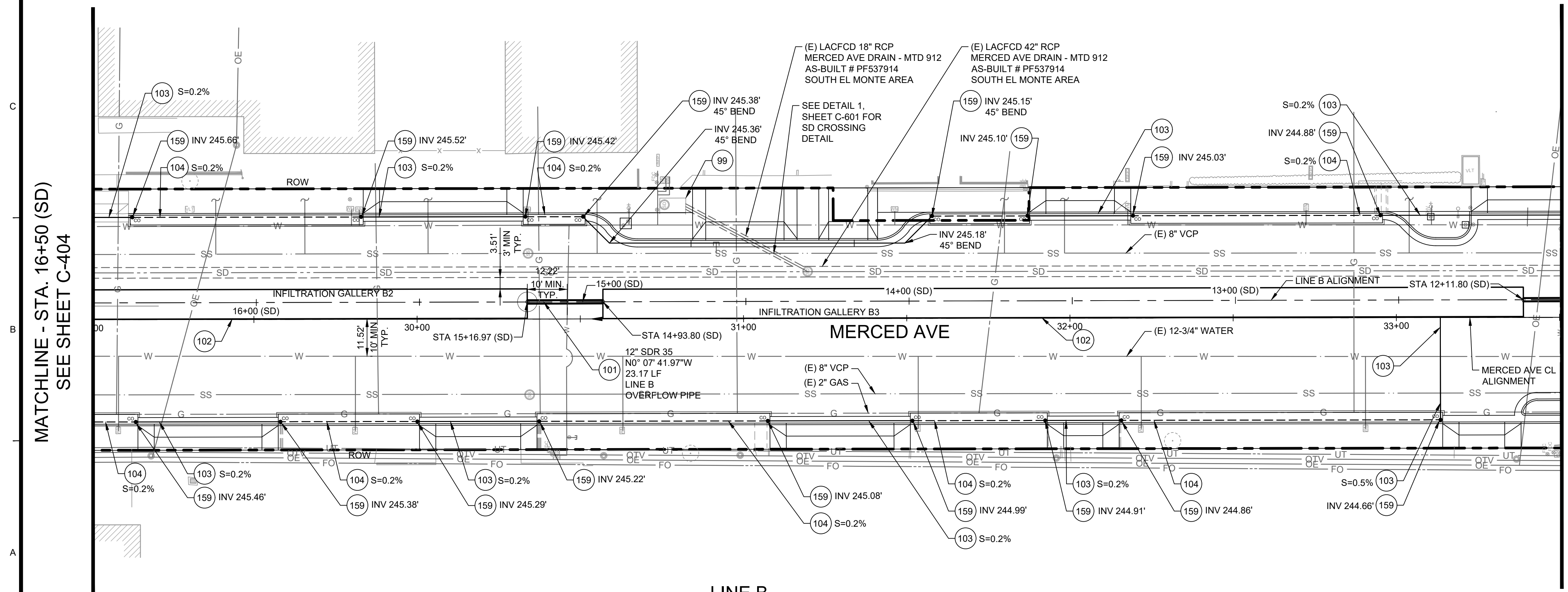
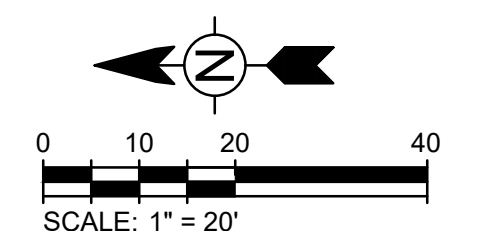
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PROFILE SCALE:
VERT: 1" = 4'
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LEGEND OF CONSTRUCTION NOTES		
	CONSTRUCT	
	WORK BY OTHERS	
	EXISTING	
	REMOVE	
	REMOVE AND REPLACE	
	ADJUST TO GRADE	
NO.	CONSTRUCTION ITEMNOTE	REFERENCE
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159	UNDERDRAIN CLEANOUT	DTL 2, SHT C-503

LEGEND

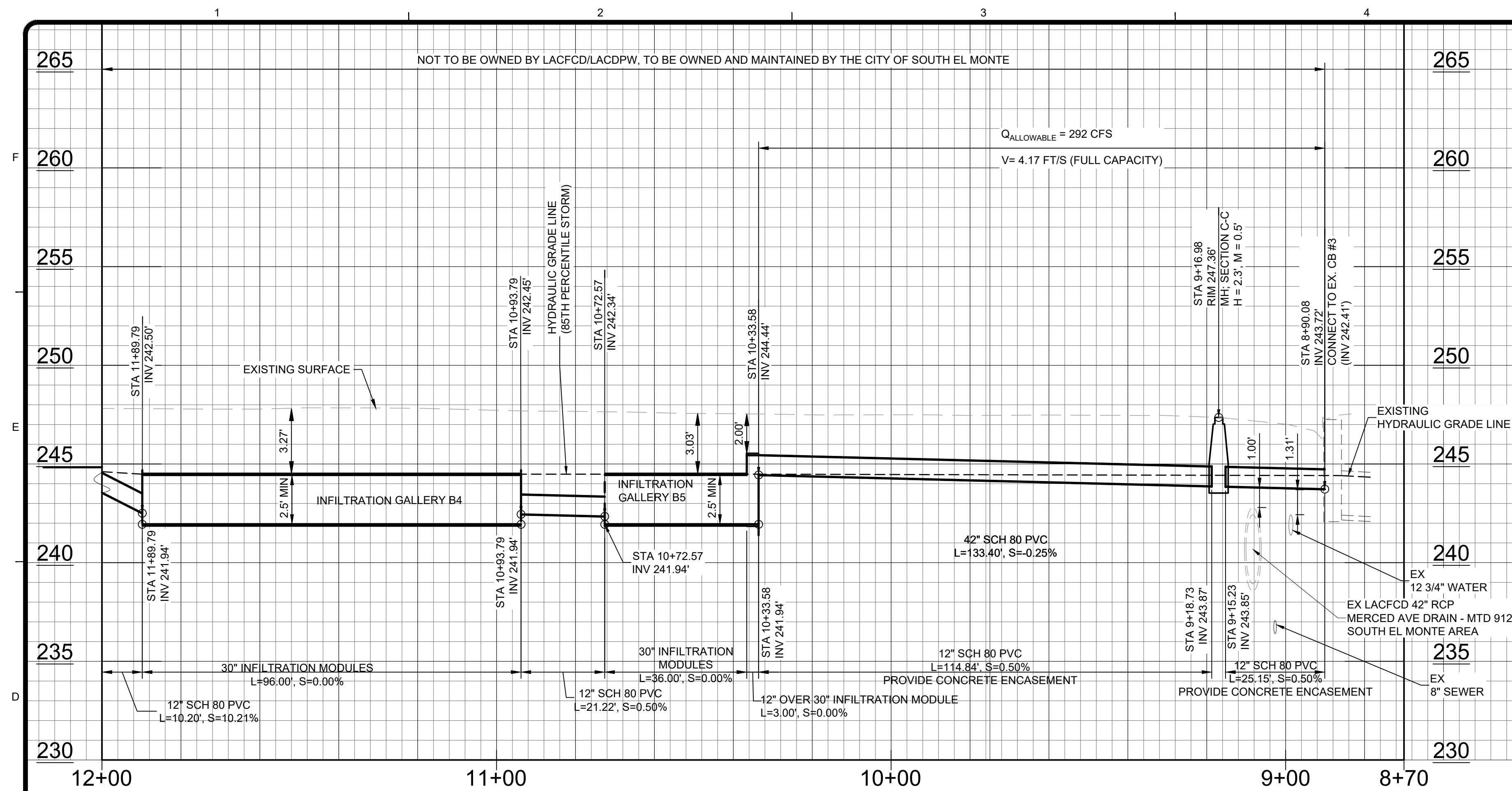
W	EXISTING WATER
SD	EXISTING STORM DRAIN
SS	EXISTING SANITARY SEWER
OT	EXISTING OVERHEAD TELEPHONE
OE	EXISTING OVERHEAD ELECTRICAL
UE	EXISTING UNDERGROUND ELECTRICAL
UT	EXISTING UNDERGROUND TELEPHONE
FO	EXISTING OVERHEAD FIBEROPTICS
G	EXISTING NATURAL GAS
OTV	EXISTING OVERHEAD COMMUNICATIONS LINE
UTV	EXISTING UNDERGROUND COMMUNICATIONS LINE



MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE		Project No.: 200-73157-18001-02
MERCED AVENUE GREENWAY PHASE 2		Designed By: NP/CM/RA
STORM DRAIN PLAN & PROFILE		Drawn By: NP/CM/RA
LINE B		Checked By: EP
SHEET 2		C-405
		Sheet 27 of
		Bar Measures 1 inch

80% DESIGN - NOT FOR CONSTRUCTION

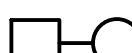


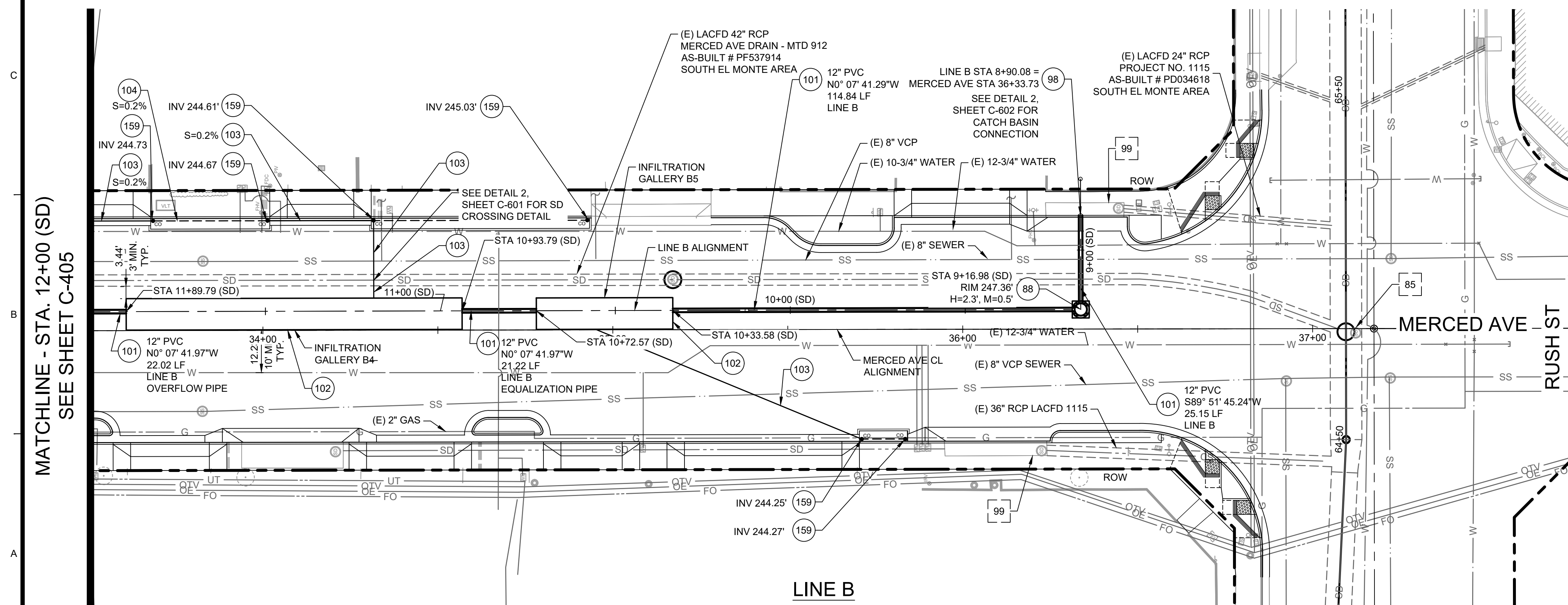
NOTES

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MAINTENANCE

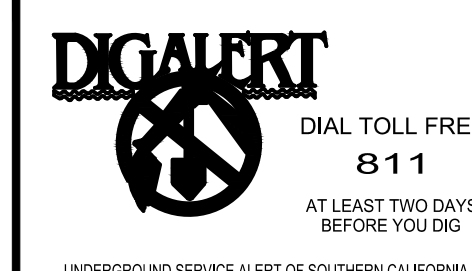
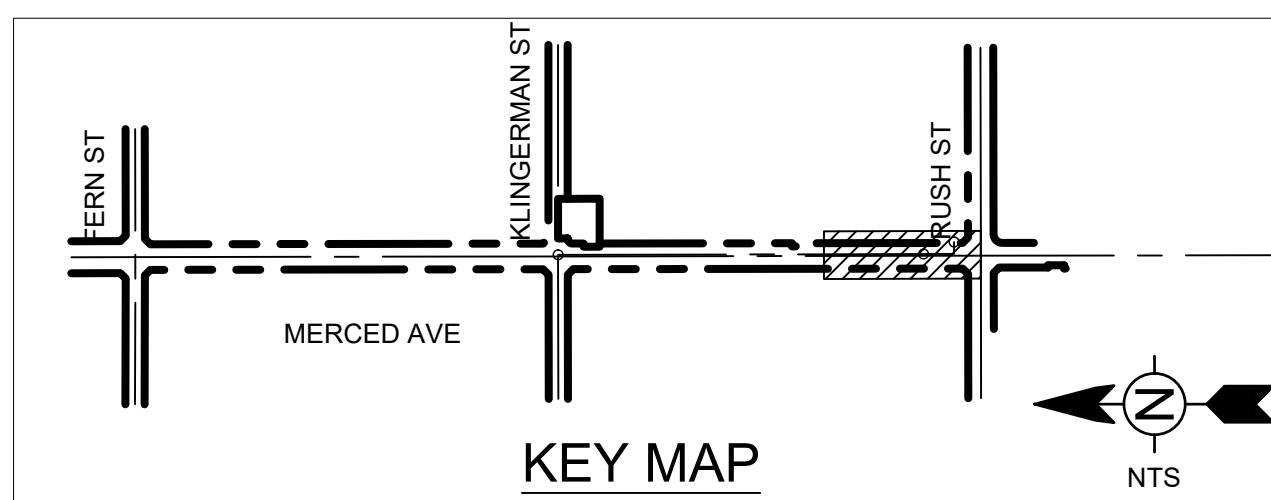
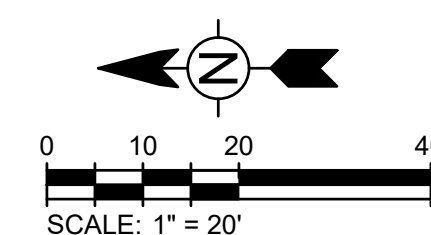
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LEGEND OF CONSTRUCTION NOTES		
 CONSTRUCT	 EXISTING	 REMOVE AND REPLACE
 WORK BY OTHERS	 REMOVE	 ADJUST TO GRADE
NO.	CONSTRUCTION ITEMNOTE	REFERENCE
85	STORM DRAIN MANHOLE	
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159	UNDERDRAIN CLEANOUT	DTL 2, SHT C-503



LEGEND

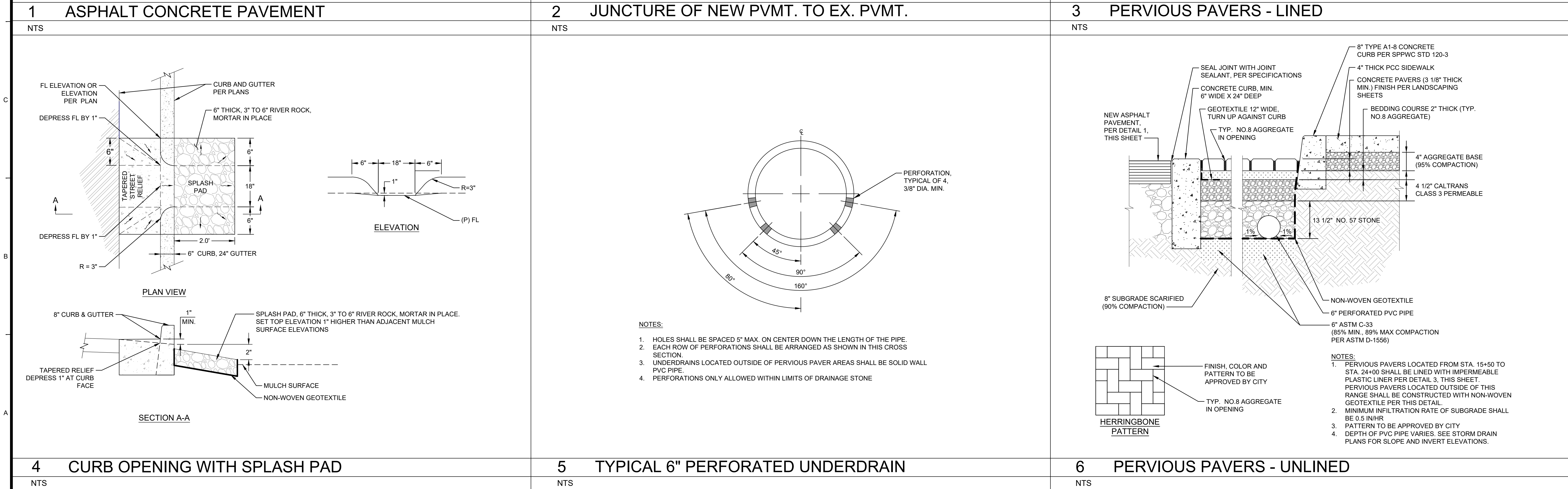
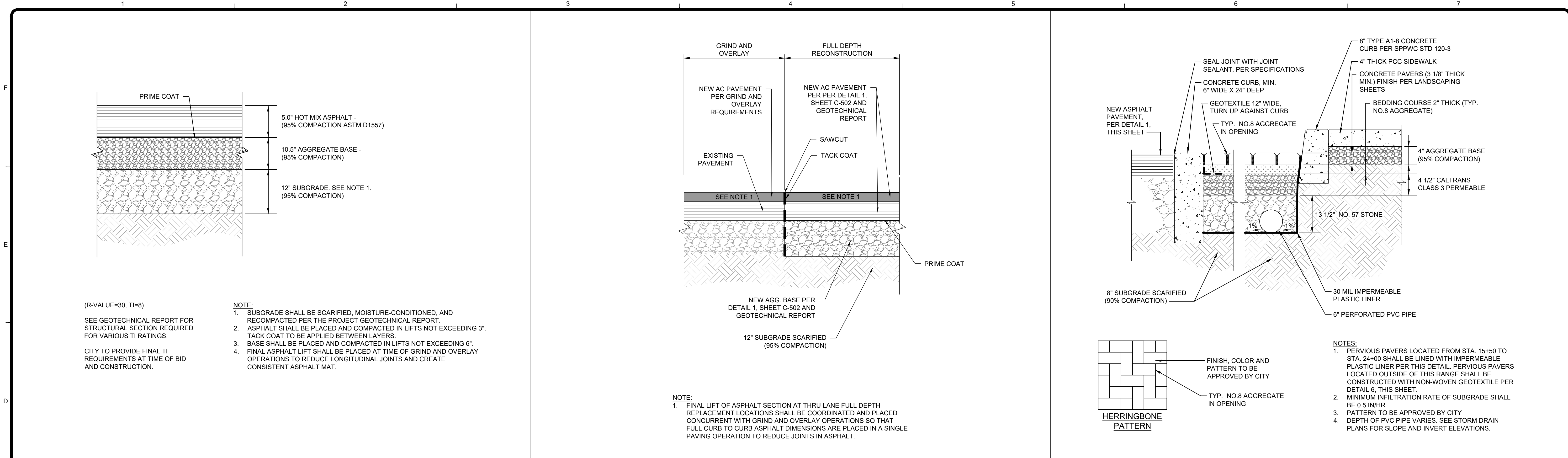
W	EXISTING WATER
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G	EXISTING NATURAL GAS
OTV	EXISTING OVERHEAD COMMUNICATIONS LINE
UTV	EXISTING UNDERGROUND COMMUNICATIONS LINE



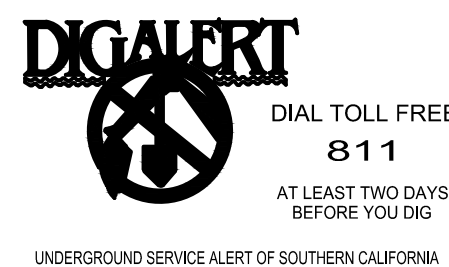
MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE		Project No.: 200-73157-18001-
MERCED AVENUE GREENWAY PHASE 2		Designed By: NP/CM/
		Drawn By: NP/CM/
		Checked By:
STORM DRAIN PLAN & PROFILE		C-406
LINE B		
SHEET 3		
		Sheet 28 of

80% DESIGN - NOT FOR CONSTRUCTION

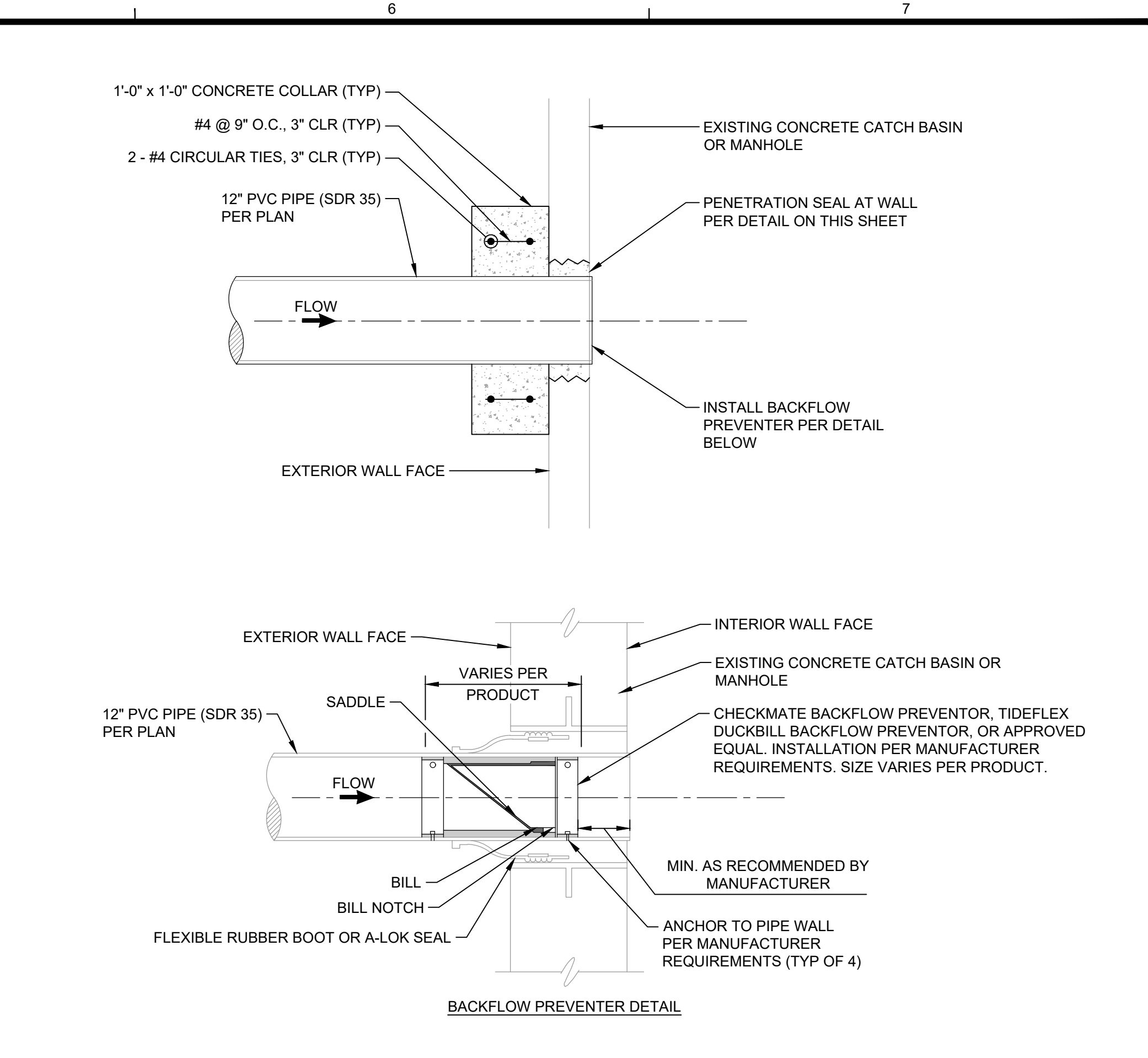
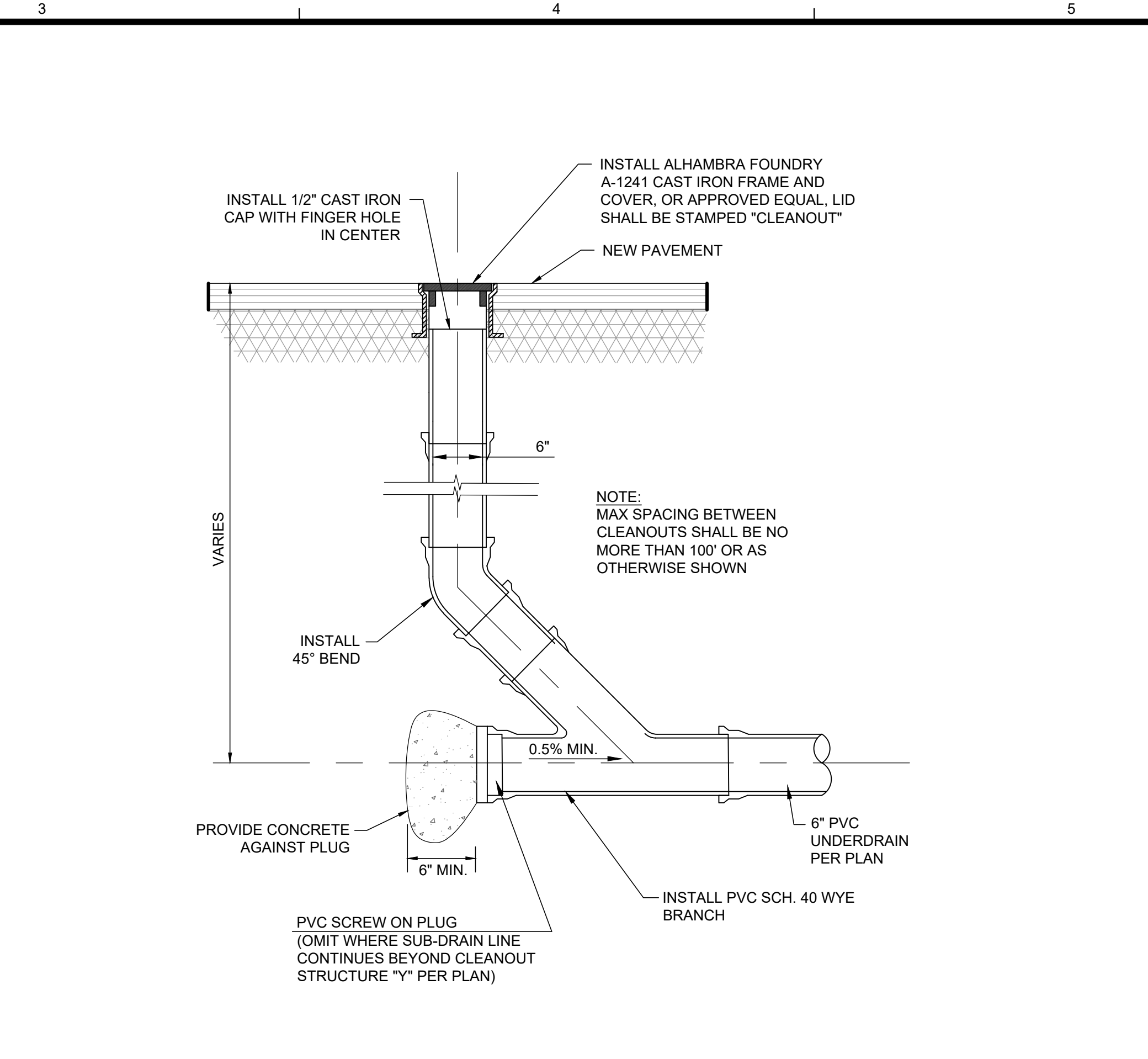
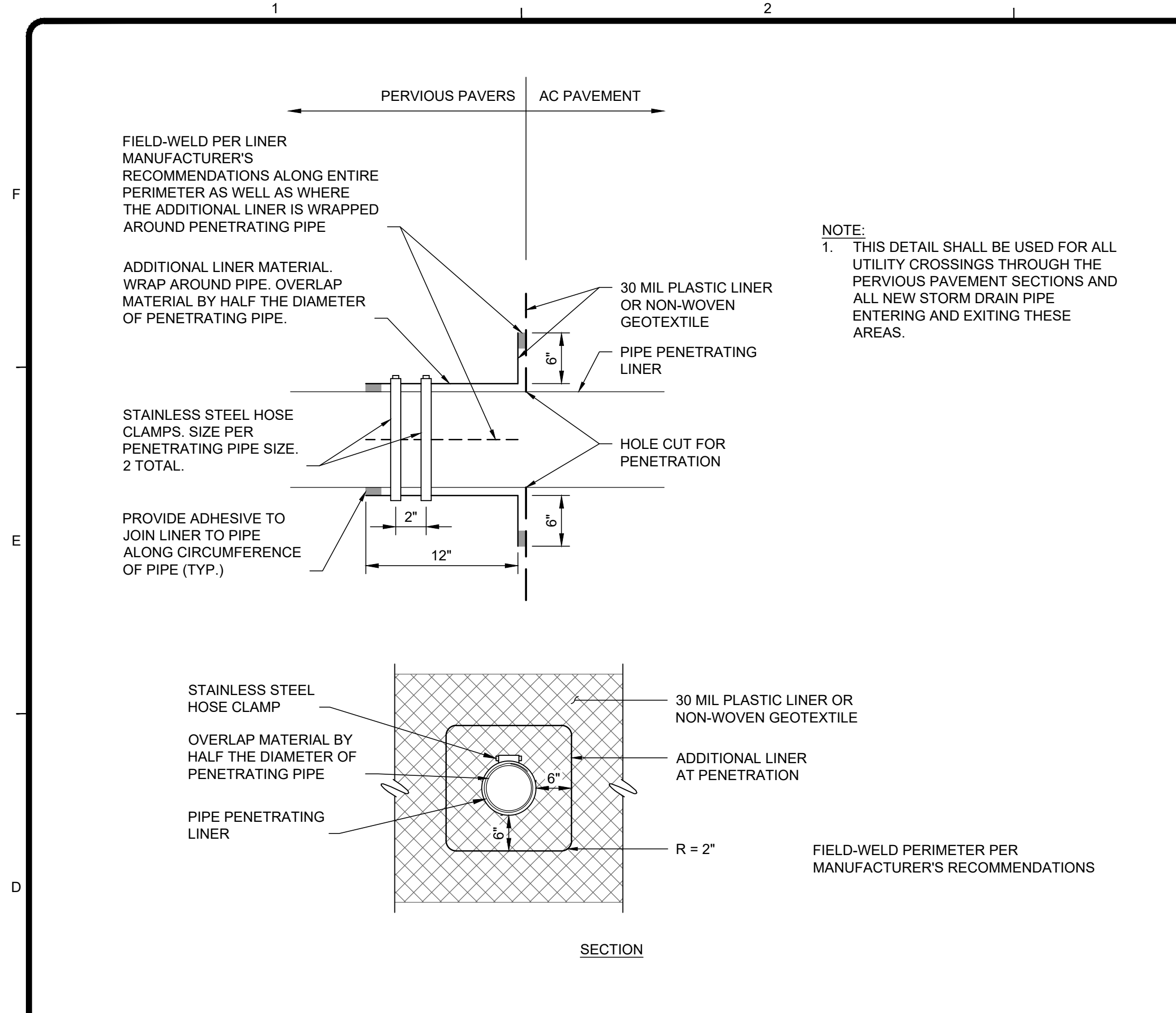


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MARK	DATE	DESCRIPTION	BY

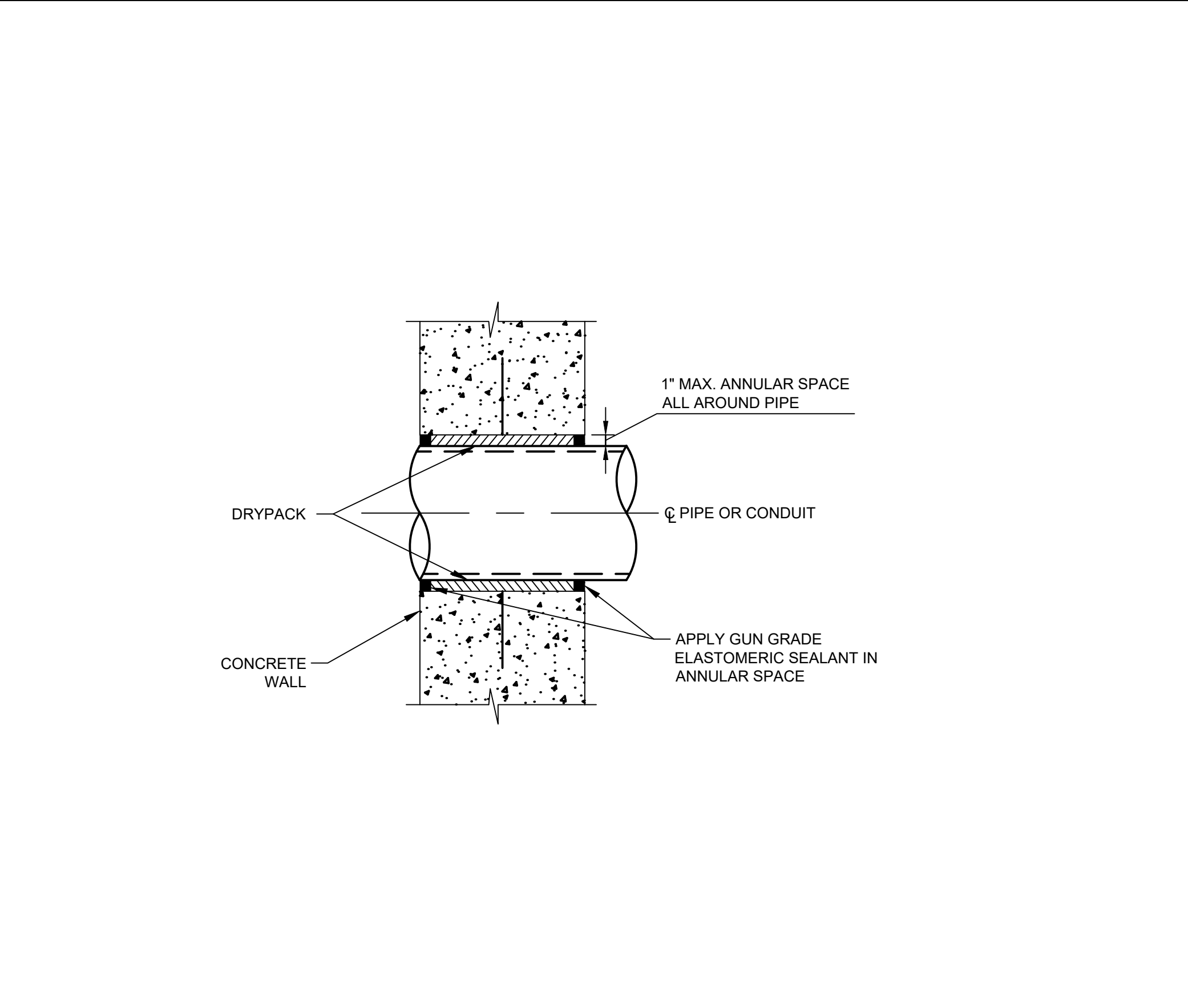
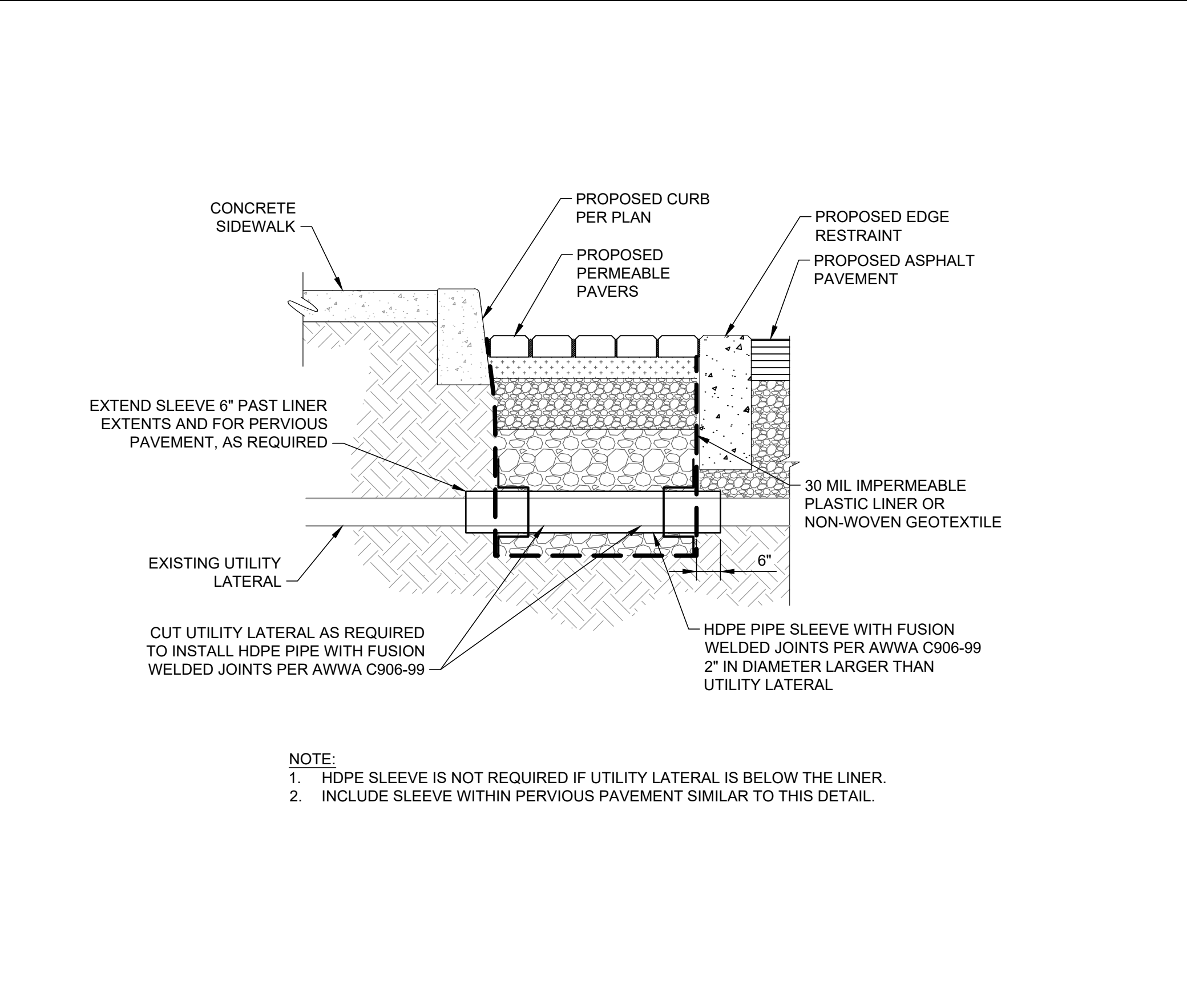
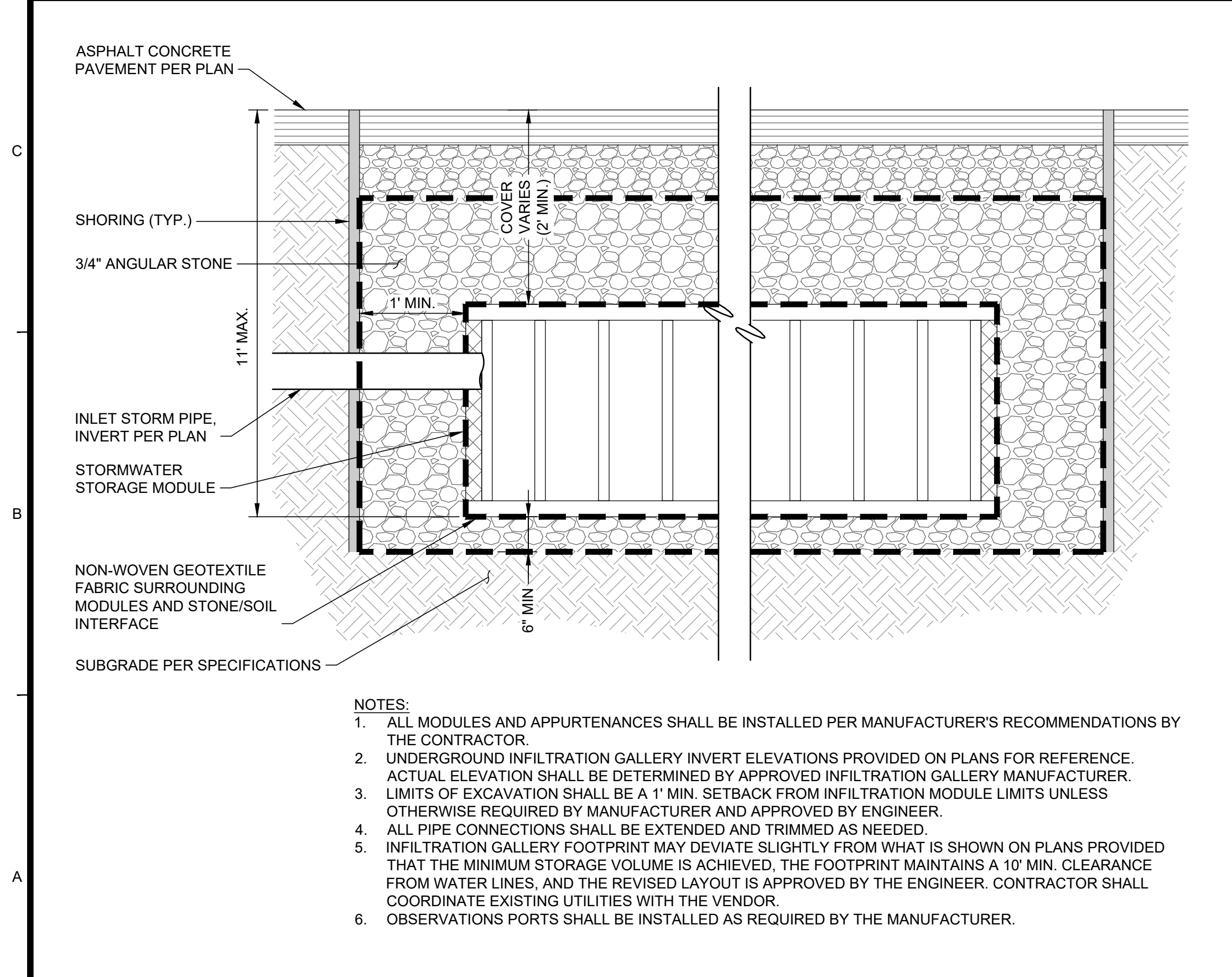
CITY OF SOUTH EL MONTE		Project No.: 200-73157-18001-02
MERCED AVENUE GREENWAY PHASE 2		Designed By: EP
DETAILS		Drawn By: NP/CM/RA
		Checked By: NP/CM/RA
		C-502
		Sheet 30 of
		Bar Measures 1 inch



1 PIPE SEALANT AT LINERS

2 CLEANOUT

3 PIPE CONNECTION TO EX MANHOLE OR CATCH BASIN

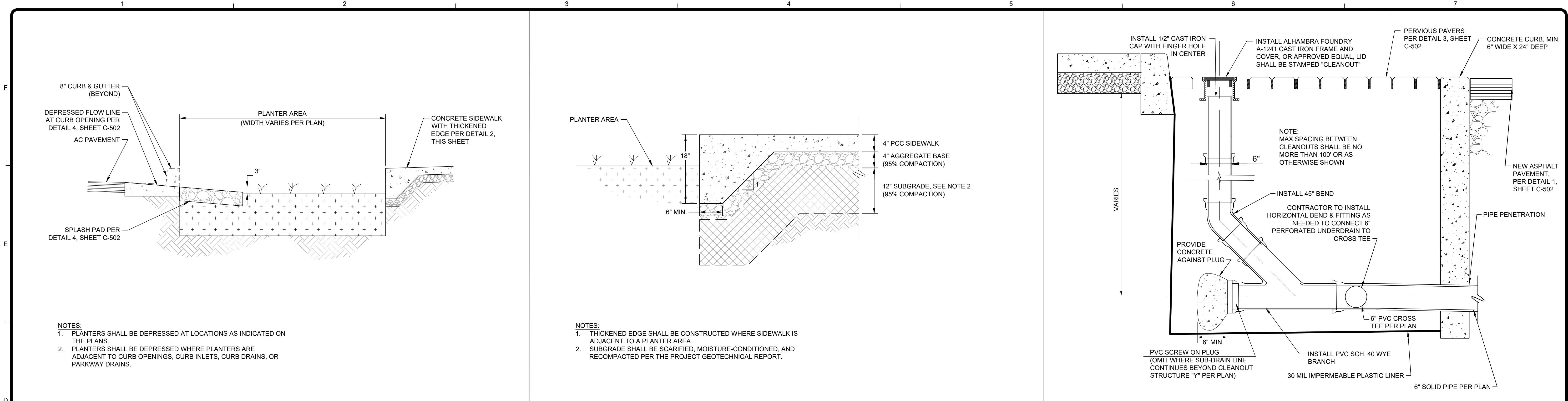


4 INFILTRATION GALLERY

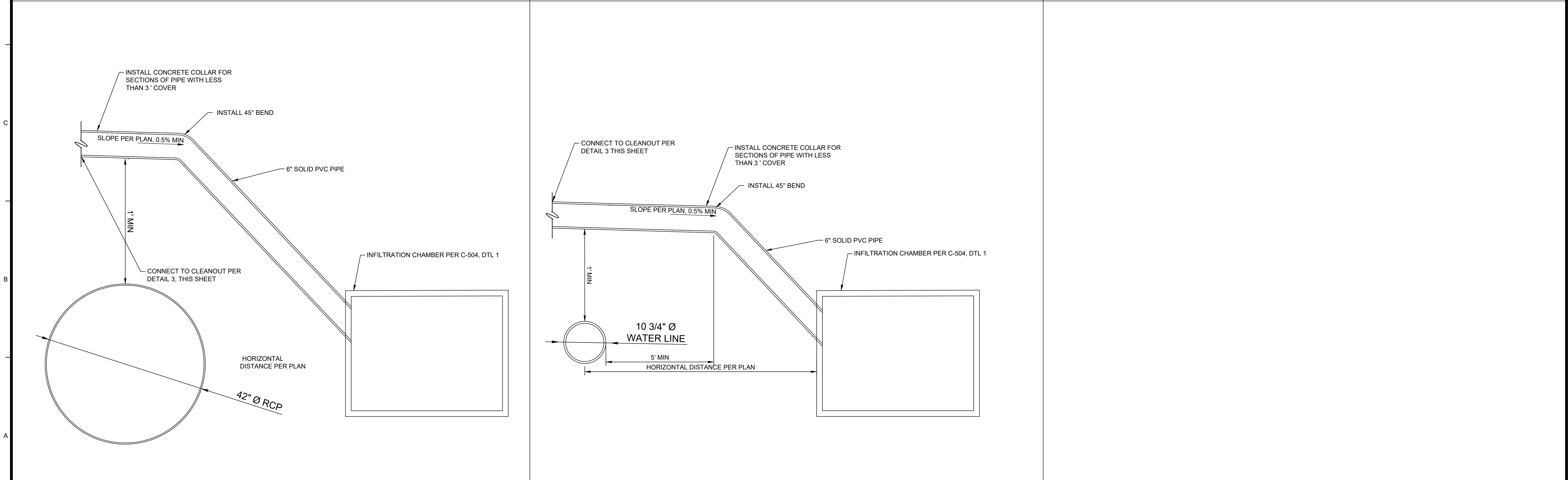
5 UTILITY CROSSING THROUGH LINER

6 PENETRATION SEAL AT WALL

 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		 www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052		 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733		<table><thead><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>		MARK	DATE	DESCRIPTION	BY																													CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 DETAILS		Project No.: 200-73157-18001-02 Designed By: EP Drawn By: NP/CM/RA Checked By: NP/CM/RA C-503 Sheet 31 of	
MARK	DATE	DESCRIPTION	BY																																								



1	DEPRESSED PLANTER	2	CONCRETE SIDEWALK WITH THICKENED EDGE	3	CLEANOUT WITH CROSS TEE
NTS		NTS		NTS	



4	UNDERDRAIN STORM DRAIN PIPE CROSSING	5	UNDERDRAIN WATER LINE CROSSING
NTS		NTS	

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 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 TETRA TECH www.tetrattech.com 711 TANK FARM RD, SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 542-9052	 CITY OF SOUTH EL MONTE GROWING OUR FUTURE 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	MARK	DATE	DESCRIPTION	BY	CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 DETAILS	Project No.: 200-73157-18001-02
								C-504 Sheet 32 of

2/20/2025 12:39:40 PM - N:\SHARED\PROJECTS\2024\2024.187 SOUTH EL MONTE, CA\MERCED\CAD01_PLANS\2024-187_T-SPM.DWG - KEVIN KIM

GENERAL NOTES

1. LOCATION OF ALL SIGNS AND MARKINGS SHALL BE VERIFIED IN FIELD BY ENGINEER BEFORE INSTALLATION.
2. ALL STRIPING AND MARKINGS SHALL BE THERMOPLASTIC PER CALTRANS STANDARD SPECIFICATION, SECTION 84-3.
3. EXISTING MARKINGS THAT CONFLICT WITH NEW MARKINGS SHALL BE REMOVED BY GRINDING AND DEBRIS COLLECTED BY A VACUUM.
4. ALL EXISTING TRAFFIC STRIPES, PAVEMENT, AND MARKINGS TO REMAIN SHALL BE REPAIRED OR RESTORED TO NEW CONDITION. ALL EXISTING SIGNS NOT INDICATED AS REMOVED OR RELOCATED ON THIS PLAN BUT REQUIRED TO REMOVE FOR CIVIL WORK SHALL BE RELOCATED TO NEAREST APPROPRIATE AREA AVAILABLE PER NEW CIVIL WORK.
5. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
6. CONTRACTOR SHALL ALLOCATE AT LEAST FOUR DAYS CURING TIME BETWEEN APPLICATION OF SLURRY SEAL AND APPLICATION OF THERMOPLASTIC STRIPING WHERE APPLICABLE.
7. PROTECT IN PLACE ALL SIGNAGE NOT IDENTIFIED IN THIS PLAN.

SIGNING NOTES

- 1 NEW SINGLE SIDED SIGN AND POST
- 2 SALVAGE AND RELOCATE EXISTING SIGN AND POST
- 3 NEW SIGN ON EXISTING POST, EXISTING SIGN TO REMAIN, UNLESS NOTED OTHERWISE
- 4 PROTECT IN PLACE EXISTING SIGN AND POST
- 5 REMOVE EXISTING SIGN AND POST

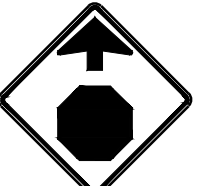
STRIPING NOTES

- 1 REMOVE EXISTING MARKINGS
- 4 INSTALL 12" LIMIT LINE PER CALTRANS STD PLAN A24G
- 5 INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F
- 6 INSTALL 6" WHITE BIKE LANE STRIPE PER CALTRANS STD PLAN A20D, DETAIL 39
- 7 INSTALL 6" DASHED BIKE LANE STRIPE PER CALTRANS STD PLAN A20D, DETAIL 39A
- 8 INSTALL DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD PLAN A20A, DETAIL 22
- 9 INSTALL TWO WAY LEFT TURN LANES PER CALTRANS STD PLAN A20B, DETAIL 32
- 10 INSTALL TYPE IV (L) ARROW PAVEMENT MARKING PER CALTRANS STD PLAN A24A
- 11 INSTALL BICYCLE LANE PAVEMENT MARKING WITH ARROW PER CALTRANS STD PLAN A24C AND DETAIL 03, SHEET SS-04
- 12 INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD PLAN A24D
- 13 INSTALL GREEN-BACKED SHARROW PER DETAIL 05, SHEET SS-04
- 14 INSTALL "ONLY" PAVEMENT MARKING PER CALTRANS STD PLAN A24E
- 15 INSTALL BICYCLE DRIVEWAY APPROACH MARKING THERMOPLASTIC AND DASHED WHITE STRIPE PER DETAIL 02, SHEET SS-04
- 16 INSTALL BICYCLE LANE CONFLICT MARKING PER DETAIL 01, SHEET SS-04
- 17 INSTALL TYPE IV (R) ARROW PAVEMENT MARKING PER CALTRANS STD PLAN A24A
- 18 INSTALL 4" WHITE LANE EDGE STRIPE PER CALTRANS STD PLAN A20B, DETAIL 27B
- 19 INSTALL 8" CHANNELIZING LANE LINES PER CALTRANS STD PLAN A20D, DETAIL 38A
- 20 INSTALL "AHEAD" PAVEMENT MARKING PER CALTRANS STD PLAN A24D

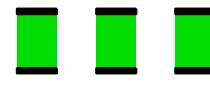
SIGN LEGEND

 EXISTING SIGN  PROPOSED SIGN

SIGN SCHEDULE

 R1-1 30" x 30"	 R1-3P 18" x 6"	 R2-1 36" x 30"	 R3-7R 30" x 30"
 R4-4 36" x 30"	 R26 (CA) 12" x 18"	 R81 (CA) 12" x 8"	 R118 (CA) 18" x 15"
 W3-1 30" x 30"	 W73A (CA) 30" x 30"	 W74 (CA) 30" x 30"	 R2-1 (35) 36" x 30"

LEGEND

	BICYCLE LANE PAVEMENT MARKING PER DETAIL 1, SHEET C304
	BICYCLE "STOP" PAVEMENT MARKING AND STOP BAR PER DETAIL 4, SHEET SS-04
	GREEN BICYCLE LANE CONFLICT ZONE MARKING PER DETAIL 1, SHEET SS-04
	BICYCLE DRIVEWAY CONFLICT ZONE MARKING PER DETAIL 2, SHEET SS-04
	CONTINENTAL CROSSWALK PAVEMENT MARKINGS
	RED CURB



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

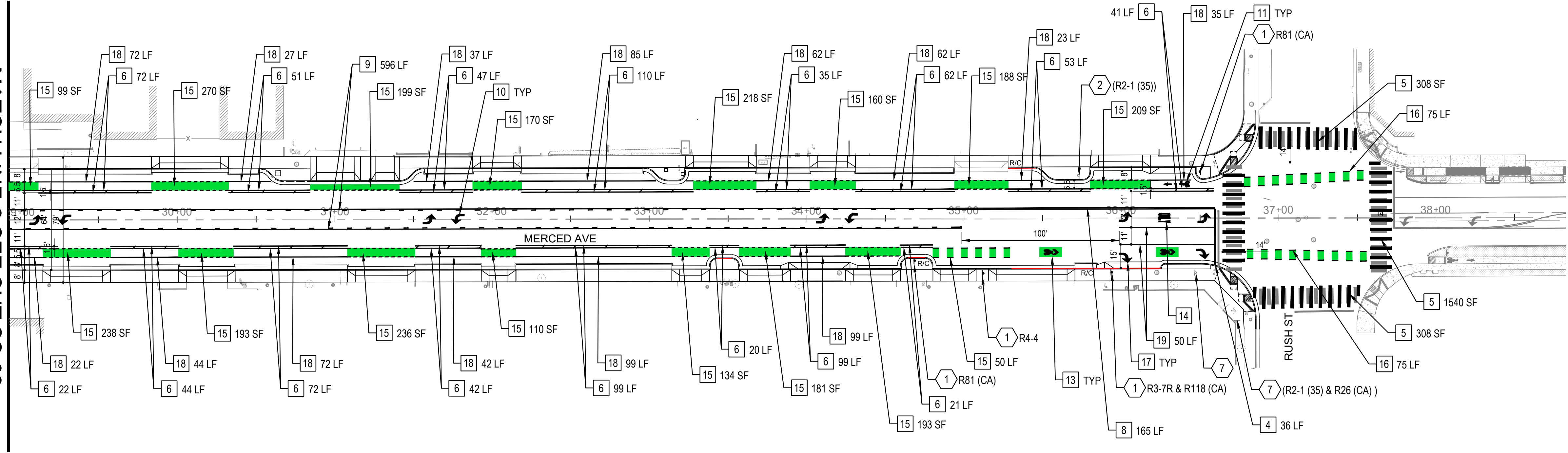
CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

SIGNING AND STRIPING PLAN
NOTES AND LEGEND

Project No.: 200-73157-18001-02
Designed By: MS
Drawn By: MS
Checked By: MF/ KK

SS-01
Sheet 33 of

MATCH LINE-2 SEE SHIT SS-02



STRIPING NOTES

- 1 REMOVE EXISTING MARKINGS
- 4 INSTALL 12" LIMIT LINE PER CALTRANS STD PLAN A24G
- 5 INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F
- 6 INSTALL 6" WHITE BIKE LANE STRIPE PER CALTRANS STD PLAN A20D, DETAIL 39 AND DETAIL 04, SHEET SS-04
- 8 INSTALL DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD PLAN A20A, DETAIL 22
- 9 INSTALL TWO WAY LEFT TURN LANES PER CALTRANS STD PLAN A20B, DETAIL 32
- 10 INSTALL TYPE IV (L) ARROW PAVEMENT MARKING PER CALTRANS STD PLAN A24A
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- 19 INSTALL 8" CHANNELIZING LANE LINES PER CALTRANS STD PLAN A20D, DETAIL 38A

SIGNING NOTES

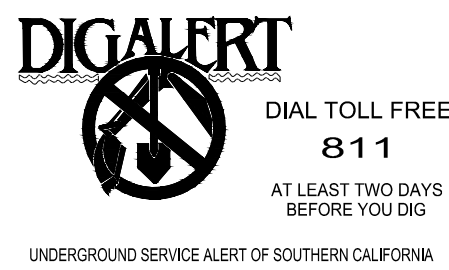
- 1 NEW SINGLE SIDED SIGN AND POST
- 2 SALVAGE AND RELOCATE EXISTING SIGN AND POST
- 4 PROTECT IN PLACE EXISTING SIGN AND POST

SIGN LEGEND

EXISTING SIGN PROPOSED SIGN

SIGN SCHEDULE

 R2-1 36" x 30"	 R3-7R 30" x 30"	 R4-4 36" x 30"	 R26 (CA) 12" x 18"
 R81 (CA) 12" x 8"	 R118 (CA) 18" x 15"	 R2-1 (35) 36" x 30"	



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

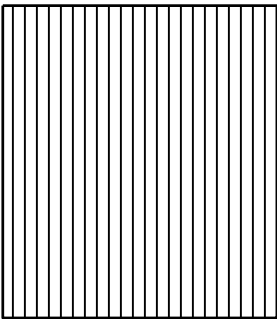
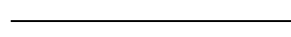
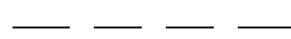
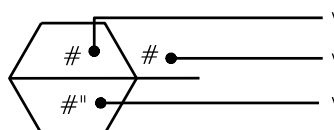
CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2
SIGNING AND STRIPING PLAN

Project No.: 200-73157-18001-02
Designed By: MS
Drawn By: MS
Checked By: MF/ KK

SS-03
Sheet 35 of

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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird RWS-B-C-P Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube. Check Valve and Purple Grate. Rain Bird bubbler option as indicated: 1401 0.25 gpm, 1402 0.5 gpm, 1404 1.0 gpm, 1408 2.0 gpm.	44	3/IR-105 4/IR-106
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird XCZ-100-PRB-R 1" Wide Flow Drip Control Kit for Commercial Applications. Purple Cap designates for Reclaimed Water, Non-Potable Use. 1" PESBR Valve and 1" Pressure Regulating 40psi Basket Filter. 0.3gpm to 20gpm.	4	8/IR-105
	Rain Bird XCZ-150-LCDR 1-1/2" High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2" PESB-R Scrubber Globe Valve with single 1-1/2" Pressure Regulating (40psi) Quick-Check Basket Filters. Flow range: 15-62gpm.	4	7/IR-105
	Area to Receive Dripline Netafim TLHCVXR-053-18-NP Techline HCVXR Pressure Compensating Landscape Dripline with Check Valve and Anti-Siphon feature. For Reclaimed Water only. 0.53 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart and min. 4"-6" below grade, with emitters offset for triangular pattern. 17mm.	4,671 lf	1/IR-105 2/IR-105 2/IR-106
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird 33-DNP 3/4" 3/4" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Non-Potable Purple Rubber Cover, and 2-Piece Body.	19	6/IR-105
	Nibco T-113 Class 125 bronze gate shut off valve with wheel handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"	1	3/IR-106
	Buckner-Superior 3200-RW 1-1/2" Normally Closed Brass Master Valve that Provides Dirty Water Protection and No Minimum Flow Feature. Available in 3/4", 1"1-1/2", 2", 2-1/2" and 3". Purple Cross Handle for Reclaimed Water Use.	1	5/IR-106
	Febco 825Y 1" Reduced Pressure Backflow Preventer	1	1/IR-106
	Hunter XCH-1200-SS Electromechanical controller, 12 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use.	4	5/IR-105
	Hunter MINI-CLIK SG-MC Rain Sensor, with stainless steel Sensor Guard protection, mount as noted	4	6/IR-106
	Hunter MINI-CLIK SG-MC Rain Sensor, with stainless steel Sensor Guard protection, mount as noted	4	6/IR-106
	Calsense FM1.25-B	1	5/IR-106
	Water Meter 1-1/4"	1	
	Irrigation Lateral Line: PVC Schedule 80-NP	26.1 lf	
	Irrigation Mainline: PVC Schedule 40-NP	83.8 lf	
	Pipe Sleeve: PVC Class 200 SDR 21	12,201 lf	
	Valve Callout Valve Number Valve Flow Valve Size		

- NOTE:
- ALL BOXES RELATED TO IRRIGATION MUST HAVE LOCKABLE PURPLE LIDS.
 - IRRIGATION IS TO USE RECYCLED WATER AND POC IS 84PSI (FOR RECYCLED).

CRITICAL ANALYSIS

Generated:	2025-01-16 16:36
P.O.C. NUMBER: 01	
Water Source Information:	
FLOW AVAILABLE	
Water Meter Size:	1-1/4"
Flow Available	75 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	87 PSI
Elevation Change:	1 ft
Service Line Size:	3"
Length of Service Line:	20 ft
Pressure Available:	86 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	10.95 GPM
Flow Available at POC:	75 GPM
Residual Flow Available:	64.05 GPM
Critical Station:	B-1
Design Pressure:	25 PSI
Friction Loss:	3.71 PSI
Fittings Loss:	0.38 PSI
Elevation Loss:	0 PSI
Loss through Valve:	8.08 PSI
Pressure Req. at Critical Station:	37.2 PSI
Loss for Fittings:	3.67 PSI
Loss for Main Line:	36.7 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Loss for Water Meter:	0.1 PSI
Critical Station Pressure at POC:	77.6 PSI
Pressure Available:	86 PSI
Residual Pressure Available:	8.29 PSI

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
A-1	Rain Bird XCZ-100-PRB-R	1"	Area for Dripline	10.95	366.7	67.2	72.5	0.68 in
A-2	Rain Bird XCZ-150-LCDR	1-1/2"	Bubbler	4	362.3	31.9		1.52 in
B-1	Rain Bird XCZ-100-PRB-R	1"	Area for Dripline	5.08	309.6	37.2	77.6	0.64 in
B-2	Rain Bird XCZ-150-LCDR	1-1/2"	Bubbler	2	314.2	26.5	33.8	0.85 in
C-1	Rain Bird XCZ-150-LCDR	1-1/2"	Bubbler	2	11.1	28.0	28.6	1.51 in
C-2	Rain Bird XCZ-100-PRB-R	1"	Area for Dripline	5.5	17.3	46.6		0.66 in
D-1	Rain Bird XCZ-150-LCDR	1-1/2"	Bubbler	3	9.4	27.7		1.52 in
D-2	Rain Bird XCZ-100-PRB-R	1"	Area for Dripline	5.76	9.4	39.7	59.9	0.64 in
	Common Wire				5,164			

ETWU = Estimated Total Water Use

ETWU = (Eto)(0.62)[(PF x HA)/IA+ SLA]
Where:
ETWU = Estimated Total Water Use in gallons per year
Eto = Reference Evapo-transpiration (for location in inches per year)
0.62 = conversion factor to gallons
PF = Plant Factor from WOLCOLS
HA = Hydrozone Area [high, medium, low water use areas] (square feet)
IA = Irrigation Efficiency (minimum 0.71)
Special Landscape Area (square feet)

Hydrozone	Plant water Use Type(s)	Plant Factor (PF)	Area (square feet)	PF x Area (square feet)	Application Efficiency	Calc. Factor
1	High	0.0	0	0	1.00	0
2	Medium	0.6	0	0	0.71	0
3	Low	0.3	18,423	5,527	0.71	7,784
4		0.0	0	0	1.00	0
5		0.0	0	0	1.00	0
			Sum	5,527	Sum	7,784
6	SLA	1.0	0	0	1.00	0

*Plant Factor from WOLCOLS

ETWU = (Eto)(0.62)[(PF x HA)/IA+ SLA]

ETWU =	80.2	0.62	7,784	0
ETWU =	242,281	Gallons/Year		
	324	Units/Year		
	0.7	Acre-Ft/Year		

ETWU must be less than MAWA

MAWA = Maximum Applied Water Allowance

MAWA = (Eto - Eppt)(0.62)[(0.7)(LA)+(0.3)(SLA)]
Where:
MAWA = Maximum Applied Water Allowance (gallons per year)
Eto = Reference Evapo-transpiration (for location in inches per year)
Eppt = Effective Precipitation (no more than 25% of local Eto, typically 10%)
0.62 = conversion factor to gallons
0.7 = Eto Adjustment Factor (average Ks of .5 divided by 0.7 irrigation efficiency)
LA = Total irrigated Landscape Area (in square feet) including Special Landscape Area (SLA)
SLA = Portion of the total irrigated Landscape Area identified as Special Landscape Area (recreational turf)
0.3 = The additional ET Adjustment Allowance Factor for Special Landscape Area (1.0 - 0.7 = 0.3)

Enter Eto @ site here = 50.2 inches/year
Enter Eppt @ site here = 5.0 inches/year
Enter LA @ site here = 18,423 square feet
Enter SLA @ site here = 0 square feet

MAWA =	50.2	5.0	0.62	0.7	18,423	0.3	0
--------	------	-----	------	-----	--------	-----	---

MAWA =	361,400	Gallons/Year	1.11	Acre Feet/Year
	483	Units/Year		



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SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

IRRIGATION LEGEND AND NOTES

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

IR-100
Sheet 37 of

80% DESIGN - NOT FOR CONSTRUCTION

Page 341 of 383

Bar Measures 1 inch

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IRRIGATION NOTES

1. THE CONTRACTOR SHALL REVIEW RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH ALL APPLICABLE TRADES PRIOR TO SUBMITTING BID.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND FEES RELATING TO THE WORK.
3. PRIOR TO START OF WORK, THE CONTRACTOR SHALL TEST ALL EXISTING IRRIGATION SYSTEM COMPONENTS THAT WILL BE AFFECTED BY THE PROJECT. ANY EXISTING IRRIGATION SYSTEM COMPONENTS NOT FUNCTIONING AT THIS TIME SHALL BE RECORDED AND THE DEPARTMENT NOTIFIED. OTHERWISE THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT NO ADDITIONAL COST TO THE CITY, ANY DEFICIENCIES FOUND IN THE EXISTING IRRIGATION SYSTEM AT THE ACCEPTANCE OF THE IRRIGATION WORK.
4. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS A MINIMUM OF 18" FROM ADJACENT HARDSCAPE. AVOID ANY CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. PARALLEL PIPES MAY BE INSTALLED IN COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED DIRECTLY ABOVE ONE ANOTHER.
5. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
6. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC. THEY SHALL COORDINATE THEIR WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC. CONTRACTOR TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO THE EXCAVATION OF TRENCHES. CONTRACTOR IS TO REPAIR ANY DAMAGE CAUSED BY THEIR WORK AT NO ADDITIONAL COST TO THE OWNER.
7. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF THEIR WORK AND PLAN THE WORK ACCORDINGLY, FURNISHING SUCH FITTINGS, ETC., AS MAY BE REQUIRED TO MEET SUCH CONDITIONS. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEMS, PLANTING, AND ARCHITECTURAL FEATURES.
8. IRRIGATION CONTROL WIRE SHALL BE #14, U.L. APPROVED FOR DIRECT BURIAL. COMMON WIRE SHALL BE #14 U.L. APPROVED AND SHALL BE WHITE IN COLOR. WIRING TO INDIVIDUAL REMOTE CONTROL VALVES SHALL BE COLOR OTHER THAN WHITE.
9. EACH CONTROLLER SHALL HAVE ITS OWN INDEPENDENT GROUND WIRE.
10. REMOTE CONTROL VALVES SHALL BE WIRED TO CONTROLLER IN SEQUENCE AS SHOWN ON PLANS. RUN WIRE FROM EACH RCV TO THE CONTROLLER. SPLICING WIRES TOGETHER OUTSIDE OF VALVE BOXES WILL NOT BE PERMITTED.
11. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 36" COIL OF EXCESS WIRE AT EACH SPLICE AND 100 FEET ON CENTER ALONG WIRE RUN. TAPE WIRE IN BUNDLES 10 FEET ON CENTER. NO TAPING PERMITTED INSIDE SLEEVES.
12. INSTALL ONE (1) SPARE CONTROL WIRE FOR EVERY 6 (SIX) STATIONS ON THE CONTROLLER ALONG THE ENTIRE MAIN LINE. SPARE WIRES SHALL BE THE SAME COLOR (ONE WITH A WHITE STRIPE) AND OF A DIFFERENT COLOR THAN OTHER CONTROL WIRES. LOOP 36" EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.

13. INSTALL VALVE BOXES MINIMUM 12" FROM AND PERPENDICULAR TO WALK, CURB, OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, EACH BOX SHALL BE AN EQUAL DISTANCE FROM THE WALK, CURB, ETC. AND EACH BOX SHALL BE MINIMUM 12" APART. SHORT SIDE OF VALVE BOXES SHALL BE PARALLEL TO WALK, CURB, ETC.
14. REMOTE CONTROL VALVES AND ISOLATION VALVE LOCATIONS ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL STAKE OUT EACH REMOTE CONTROL VALVE AND ISOLATION VALVE LOCATION FOR REVIEW AND APPROVAL BY THE CITY REPRESENTATIVE PRIOR TO INSTALLATION OF ALL VALVES. FINAL LOCATION AND EXACT POSITIONING FOR REMOTE CONTROL VALVES AND ISOLATION VALVES SHALL BE DETERMINED BY THE CITY REPRESENTATIVE. MINOR MODIFICATIONS OF VALVE LOCATIONS AS REQUESTED BY THE COUNTY INSPECTOR SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
15. LOCATE QUICK COUPLING VALVE 12" FROM HARDSCAPE AREA.
16. ALL MAIN LINES SHALL BE FLUSHED PRIOR TO THE INSTALLATION OF IRRIGATION HEADS. AT 30 DAYS AFTER INSTALLATION EACH SYSTEM SHALL BE FLUSHED TO ELIMINATE GLUE AND DIRT PARTICLES FROM THE LINES.
17. NOTIFY CITY INSPECTOR OF ANY ASPECTS OF LAYOUT THAT WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL INSTRUCTIONS ARE OBTAINED. REPAIR ALL EXISTING MATERIALS DAMAGED DURING CONSTRUCTION.
18. LOCATE BUBBLERS ON UPHILL SIDE OF TREES. TREE BUBBLERS ARE FOR ESTABLISHMENT AND DROUGHT CONDITIONS. THEY ARE TO BE TURNED OFF AFTER TREES ARE ESTABLISHED AND TURNED ON DURING DROUGHT CONDITIONS.
19. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN ON THE DRAWINGS, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
20. SLEEVES SHALL BE MINIMUM 2X DIAMETER OF PIPE SLEEVES. ALL CONTROL WIRE SHALL BE INSTALLED IN A SEPARATE 2-INCH CONDUIT UNDER PAVING. SLEEVING SHALL EXTEND MINIMUM 12" BEYOND PAVING.
21. ALL EXCAVATIONS ARE TO BE FILLED WITH COMPACTED BACKFILL. CONTRACTOR TO REPAIR ALL SETTLED TRENCHES PROMPTLY, FOR A PERIOD OF 1 YEAR AFTER COMPLETION OF WORK. ADDITIONALLY, CONTRACTOR SHALL WARRANT THAT THE IRRIGATION SYSTEM WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF 1 YEAR AFTER FINAL ACCEPTANCE OF WORK.
22. THE IRRIGATION SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE CITY'S AUTHORIZED REPRESENTATIVE.
23. IRRIGATION DEMAND: REFER TO SHEET IR-100.
24. OPERATE IRRIGATION CONTROLLER(S) BETWEEN THE HOURS OF 10:00 PM AND 7:00 AM.
25. IRRIGATION CONTRACTOR SHALL PROVIDE AND PAY FOR INSPECTION AND TESTING OF BACKFLOW PREVENTION DEVICE. INSPECTION SHALL BE PERFORMED BY AN INSPECTOR CERTIFIED BY LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES (LACDHS.) THE INSPECTION CERTIFICATION SHALL BE COMPLETED AND SUBMITTED TO THE WATER PURVEYOR, AND A COPY SHALL BE SUBMITTED TO THE COUNTY INSPECTOR AND LACDHS.
26. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.
27. ALL IRRIGATION INSTALLATION METHODS USED FOR RECYCLED WATER LINES AND EQUIPMENT MUST CONFORM TO CURRENT CALIFORNIA PLUMBING CODE.
28. ALL PIPE USED FOR RECYCLED WATER LINES AND EQUIPMENT MUST CONFORM TO TRENCHING AND COVER REQUIREMENTS OF CURRENT CALIFORNIA PLUMBING CODE.
29. ALL COMPONENTS OF THE IRRIGATION SYSTEM MUST CONFORM TO THE CURRENT CALIFORNIA PLUMBING CODE.



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

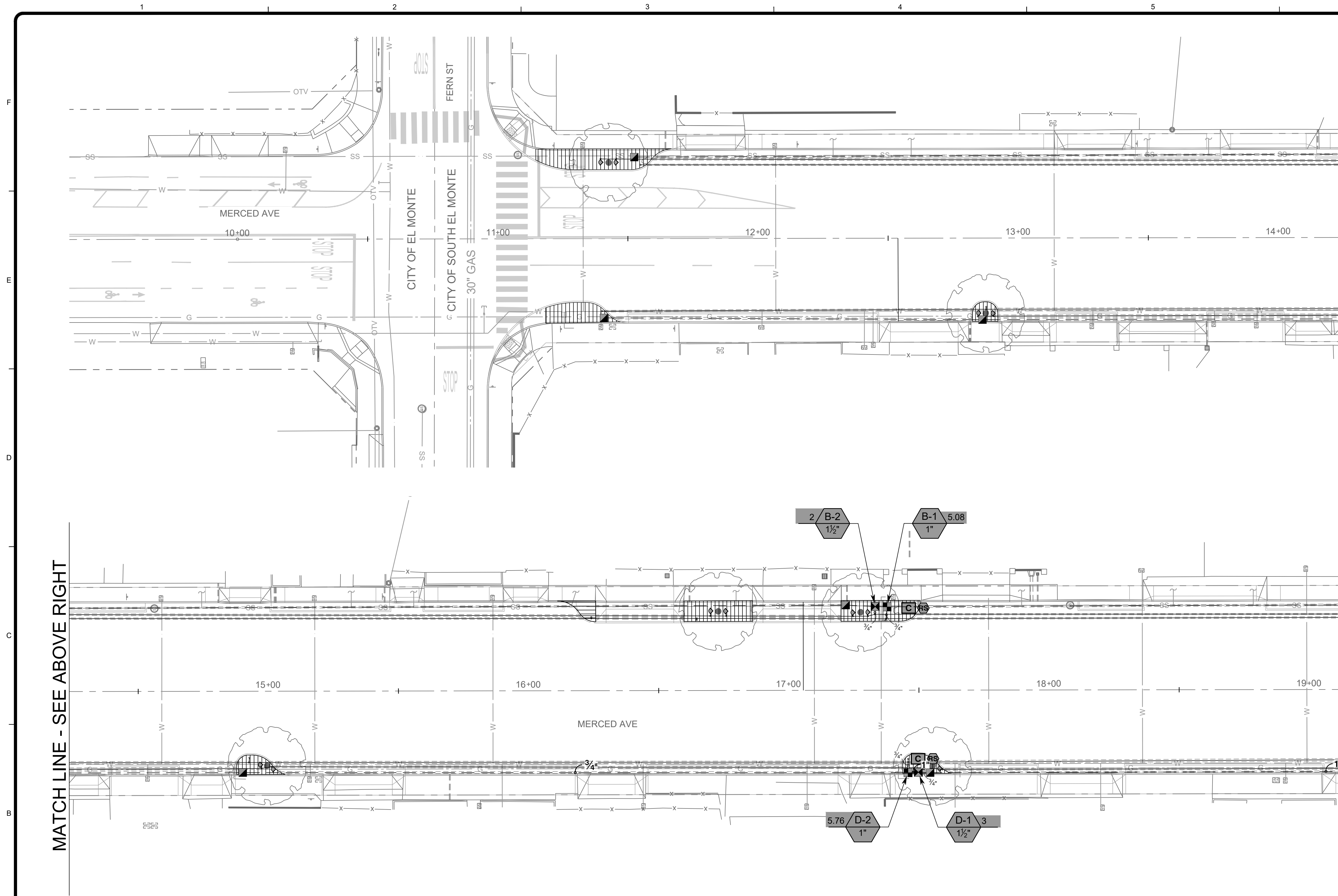
CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

IRRIGATION LEGEND AND NOTES

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

IR-101
Sheet 38 of

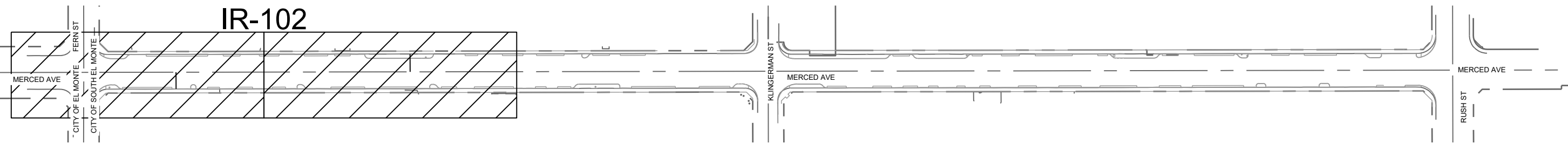
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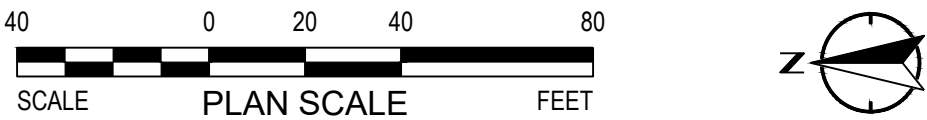
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird RWS-B-C-P Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube. Check Valve and Purple Grate. Rain Bird bubbler option as indicated: 1401 0.25 gpm, 1402 0.5 gpm, 1404 1.0 gpm, 1408 2.0 gpm.
	Rain Bird XZC-100-PRB-R 1" Wide Flow Drip Control Kit for Commercial Applications. Purple Cap designates for Reclaimed Water, Non-Potable Use. 1" PESBR Valve and 1" Pressure Regulating 40psi Basket Filter. 0.3gpm to 20gpm.
	Rain Bird XZC-150-LCDR 1-1/2" High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2" PESB-R Scrubber Globe Valve with single 1-1/2" Pressure Regulating (40psi) Quick-Check Basket Filters. Flow range: 15-62gpm.
	Area to Receive Dripline Netafim TLHCVXR-053-18-NP Techline HCVXR Pressure Compensating Landscape Dripline with Check Valve and Anti-Siphon feature. For Reclaimed Water only. 0.53 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart and min. 4"-6" below grade, with emitters offset for triangular pattern. 17mm.
	Rain Bird 33-DNP 3/4" 3/4" Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Non-Potable Purple Rubber Cover, and 2-Piece Body.
	Nibco T-113 Class 125 bronze gate shut off valve with wheel handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"
	Buckner-Superior 3200-RW 1-1/2" Normally Closed Brass Master Valve that Provides Dirty Water Protection and No Minimum Flow Feature. Available in 3/4", 1" 1-1/2", 2", 2-1/2" and 3". Purple Cross Handle for Reclaimed Water Use.
	Febco 825Y 1" Reduced Pressure Backflow Preventer
	Hunter XCH-1200-SS Electromechanical controller, 12 stations, outdoor model, battery-powered. Stainless Steel Cabinet. For residential/commercial use.
	Hunter MINI-CLIK SG-MC Rain Sensor, with stainless steel Sensor Guard protection, mount as noted
	Hunter MINI-CLIK SG-MC Rain Sensor, with stainless steel Sensor Guard protection, mount as noted
	Calsense FM1.25-B
	Water Meter 1-1/4"
	Irrigation Lateral Line: PVC Schedule 80-NP
	Irrigation Mainline: PVC Schedule 40-NP
	Pipe Sleeve: PVC Class 200 SDR 21

KEY MAP



- NOTES:
1. PIPING AND EQUIPMENT SHOWN OUTSIDE OF PLANTING AREAS FOR GRAPHIC CLARITY ONLY. INSTALL WITHIN PLANTING AREAS WHEREVER POSSIBLE.
 2. EQUIPMENT LOCATION SHOWN IS DIAGRAMMATIC. CONTRACTOR TO VERIFY BEST LOCATION IN FIELD.
 3. FOR IRRIGATION EQUIPMENT REFER TO SCHEDULE ON SHEET IR-001
 4. FOR PLANTING LEGEND SEE SHEET P-001
 5. ALL BOXES RELATED TO IRRIGATION MUST HAVE LOCKABLE PURPLE LIDS.
 6. IRRIGATION IS TO USE RECYCLED WATER AND POC IS 84PSI (FOR RECYCLED).



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

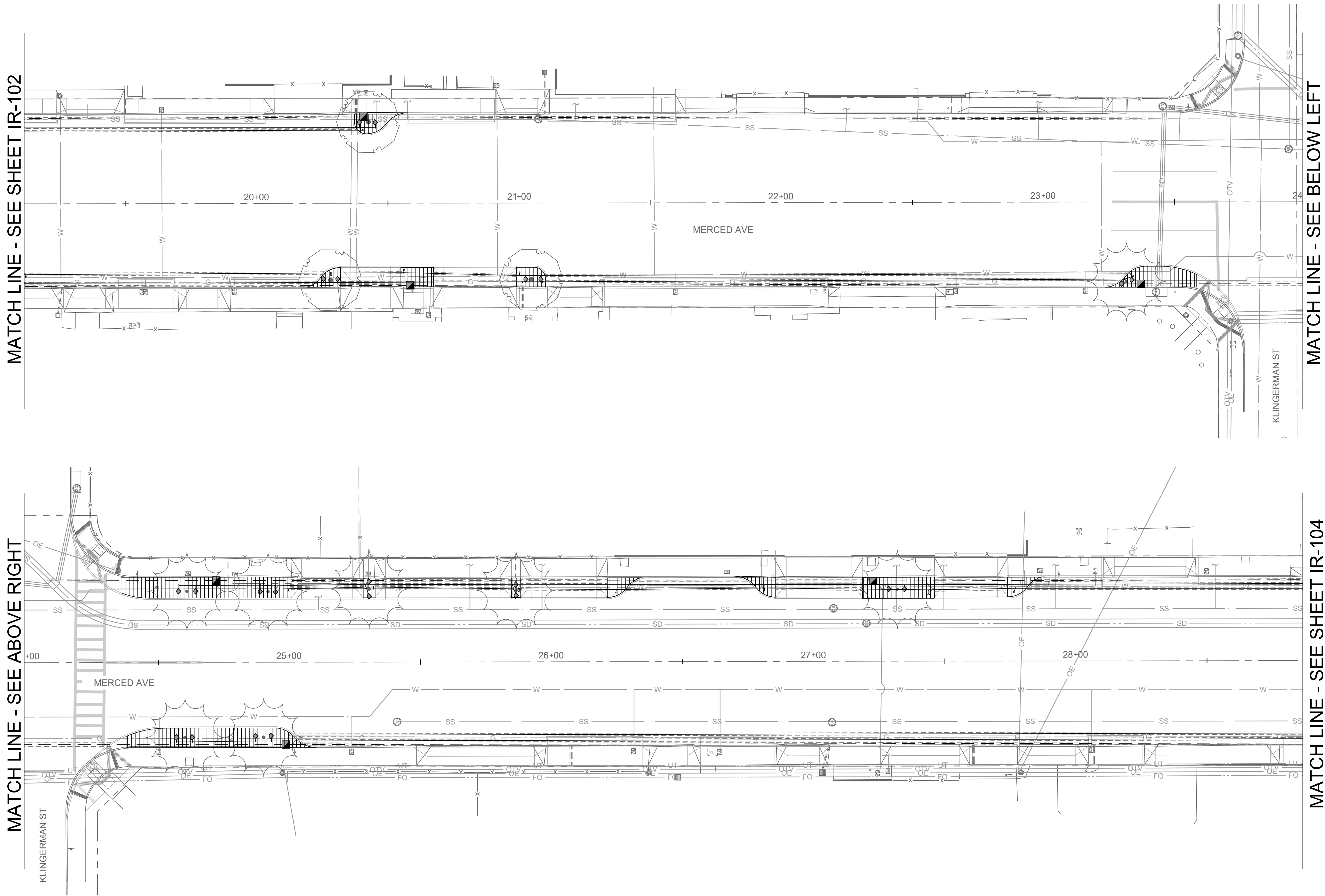
CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

IRRIGATION PLANS

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

IR-102
Sheet 39 of
Bar Measures 1 inch

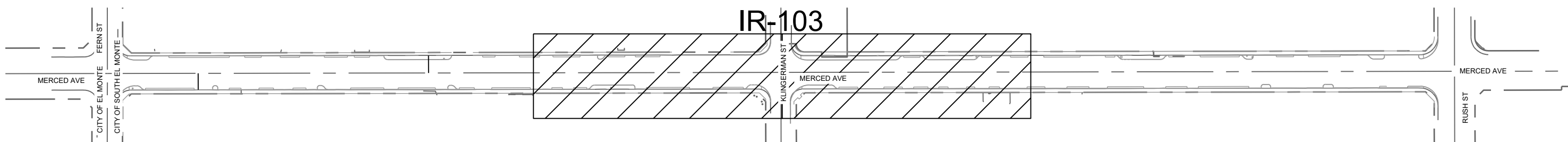
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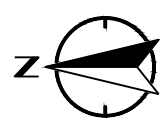
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	Rain Bird RWS-B-C-P Root Watering System with 4.0" diameter x 36.0" long with locking grate, semi-rigid mesh tube. Check Valve and Purple Grate. Rain Bird bubbler option as indicated: 1401 0.25 gpm, 1402 0.5 gpm, 1404 1.0 gpm, 1408 2.0 gpm.
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	Pipe Sleeve: PVC Class 200 SDR 21

KEY MAP



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

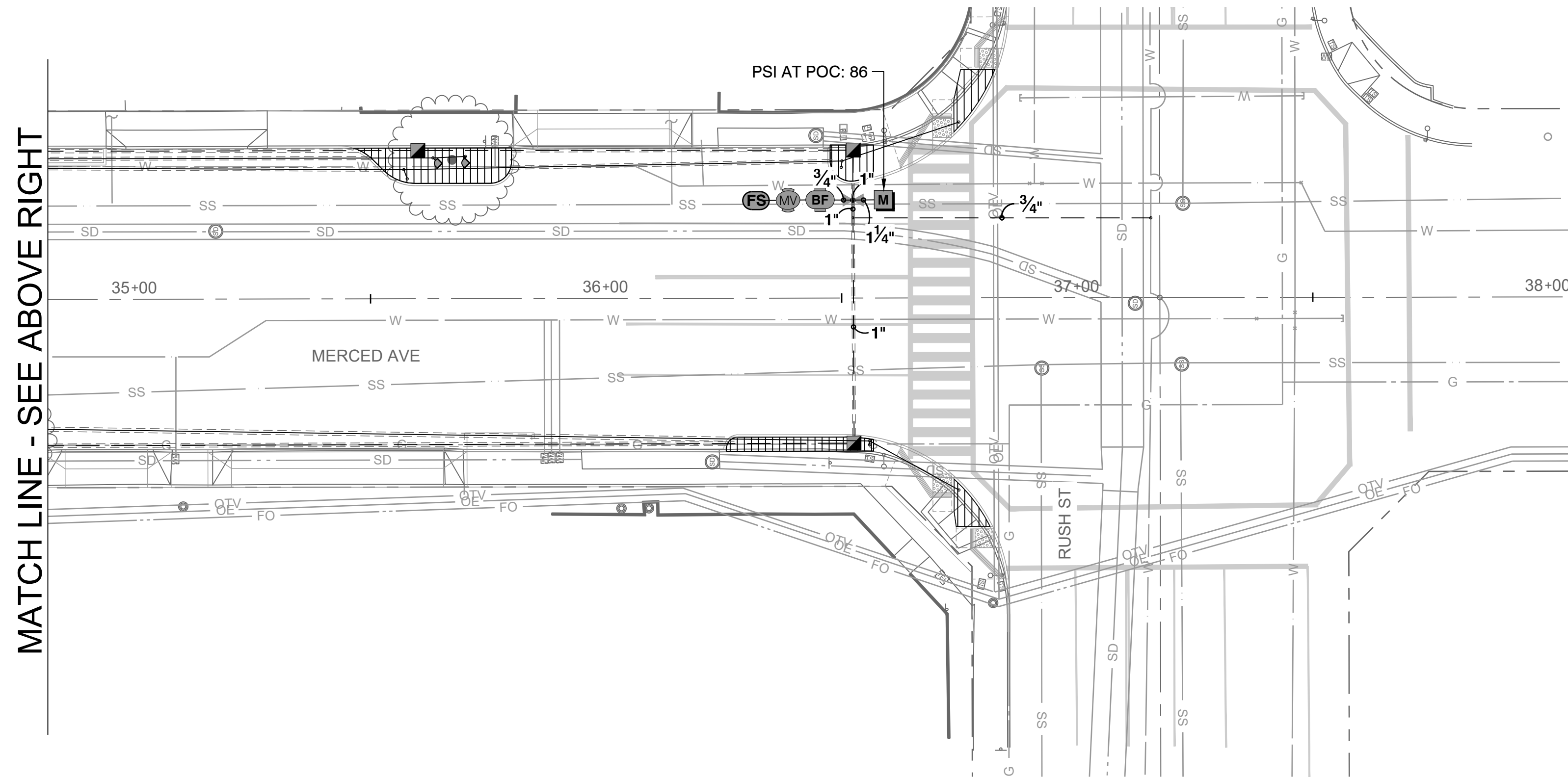
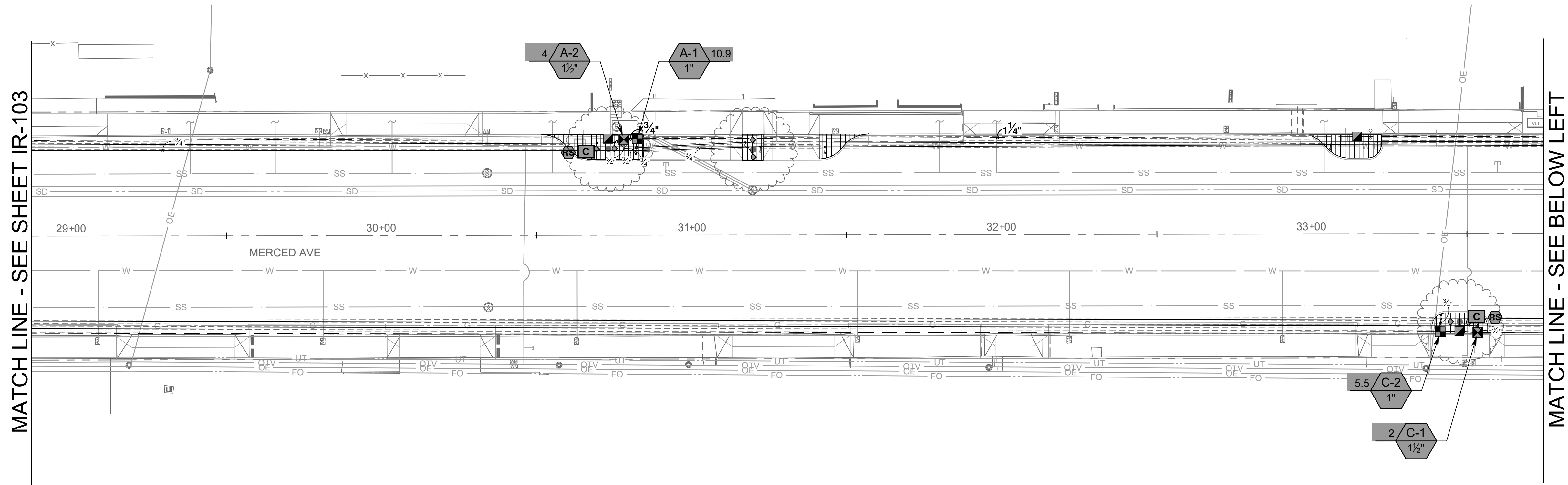
IRRIGATION PLANS

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

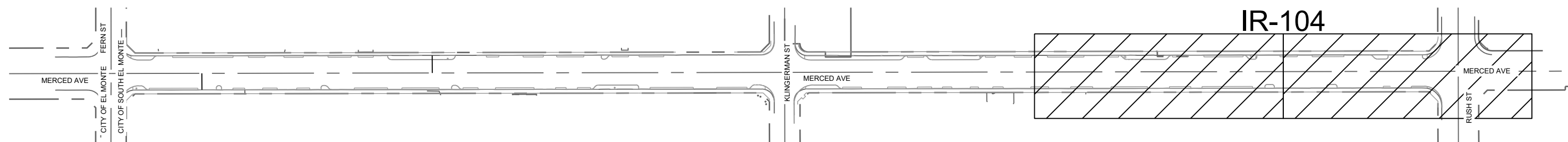
IR-103
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KEY MAP

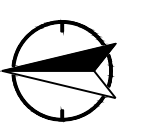


IRRIGATION SCHEDULE

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	Water Meter 1-1/4"
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NOTES:

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4. FOR PLANTING LEGEND SEE SHEET P-001
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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

IRRIGATION PLANS

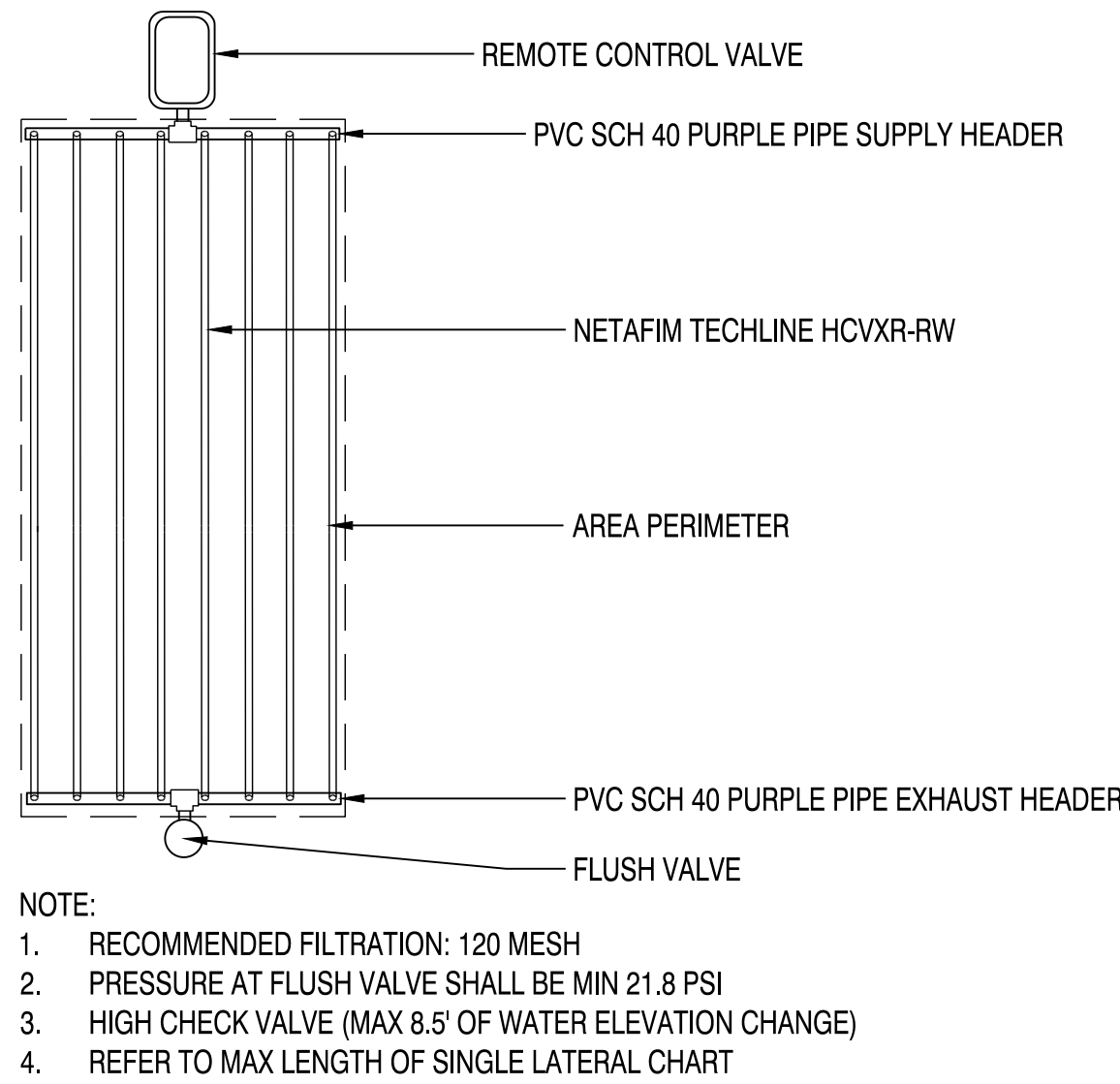
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Designed By:
Drawn By:
Checked By:

IR-104
Sheet 41 of

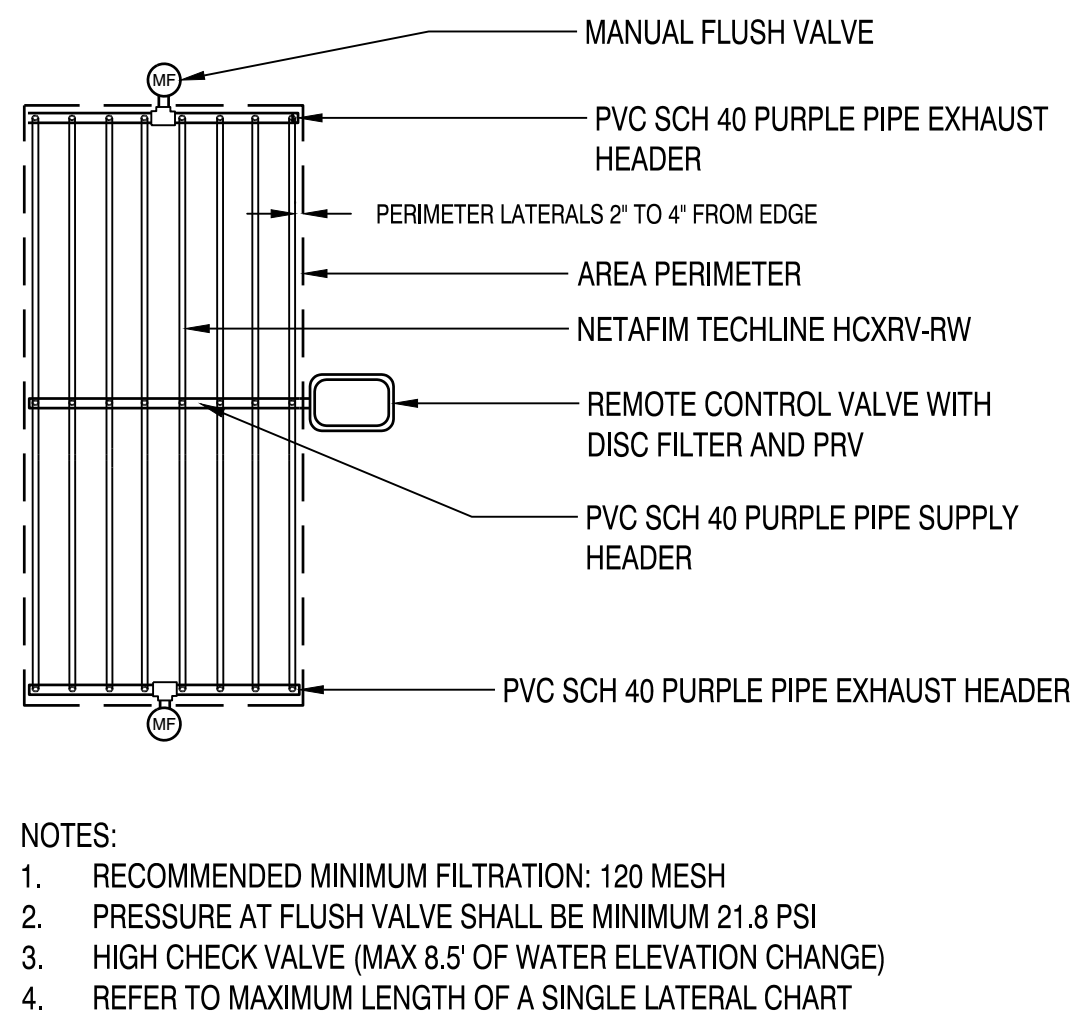
Bar Measures 1 inch

80% DESIGN - NOT FOR CONSTRUCTION

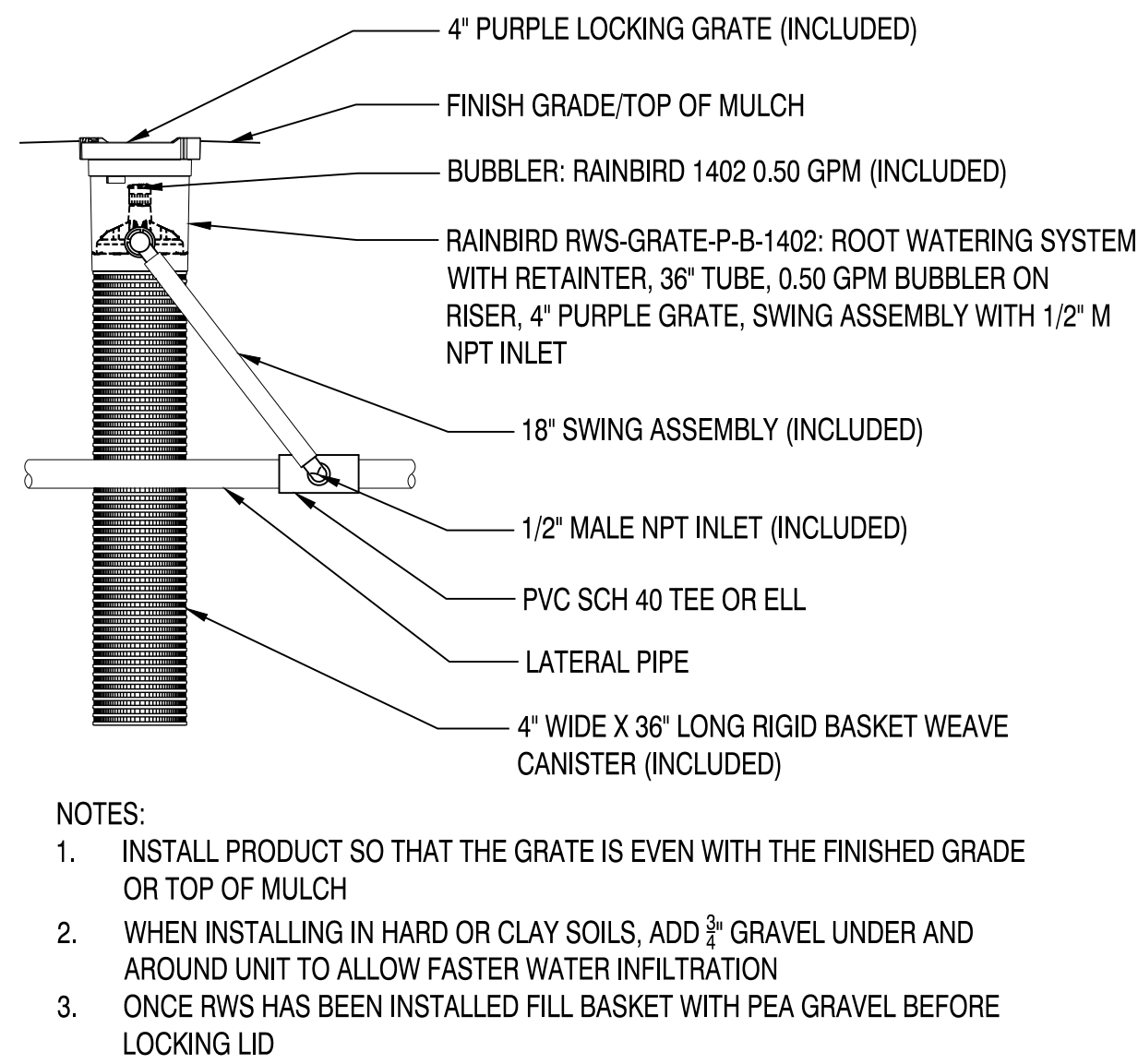
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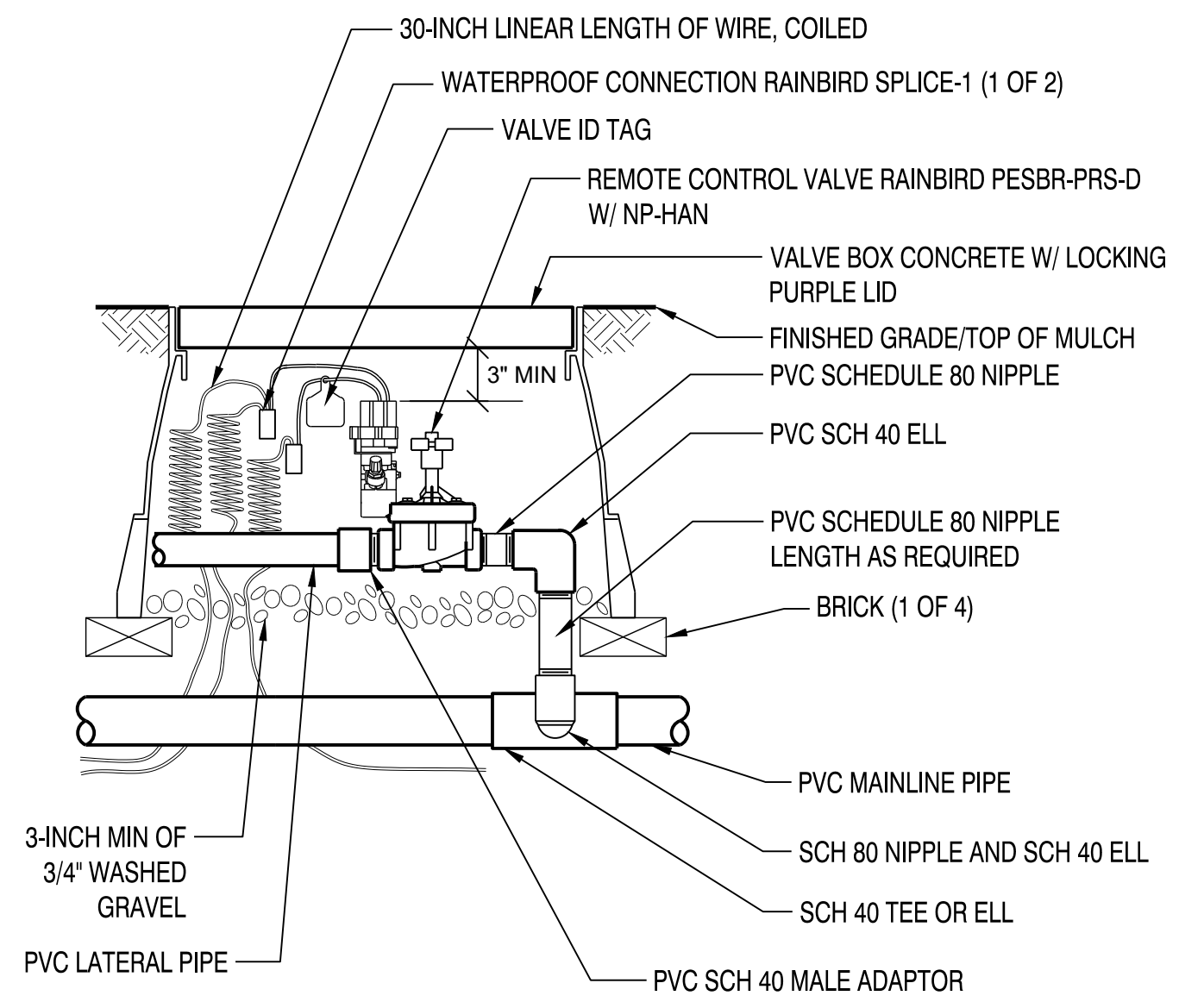
1 DRIPLINE LAYOUT END FEED
N.T.S.



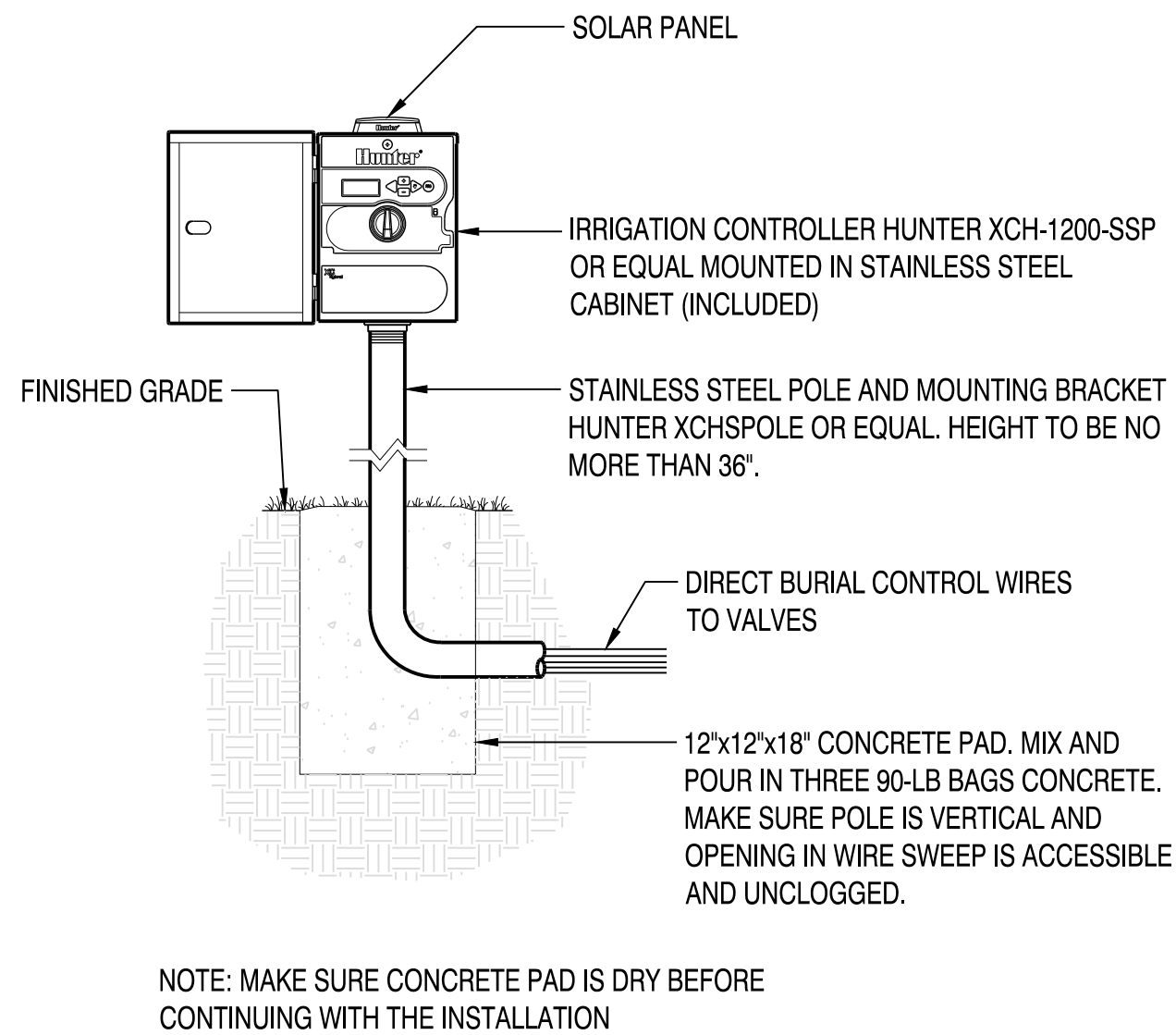
2 DRIPLINE LAYOUT CENTER FEED
N.T.S.



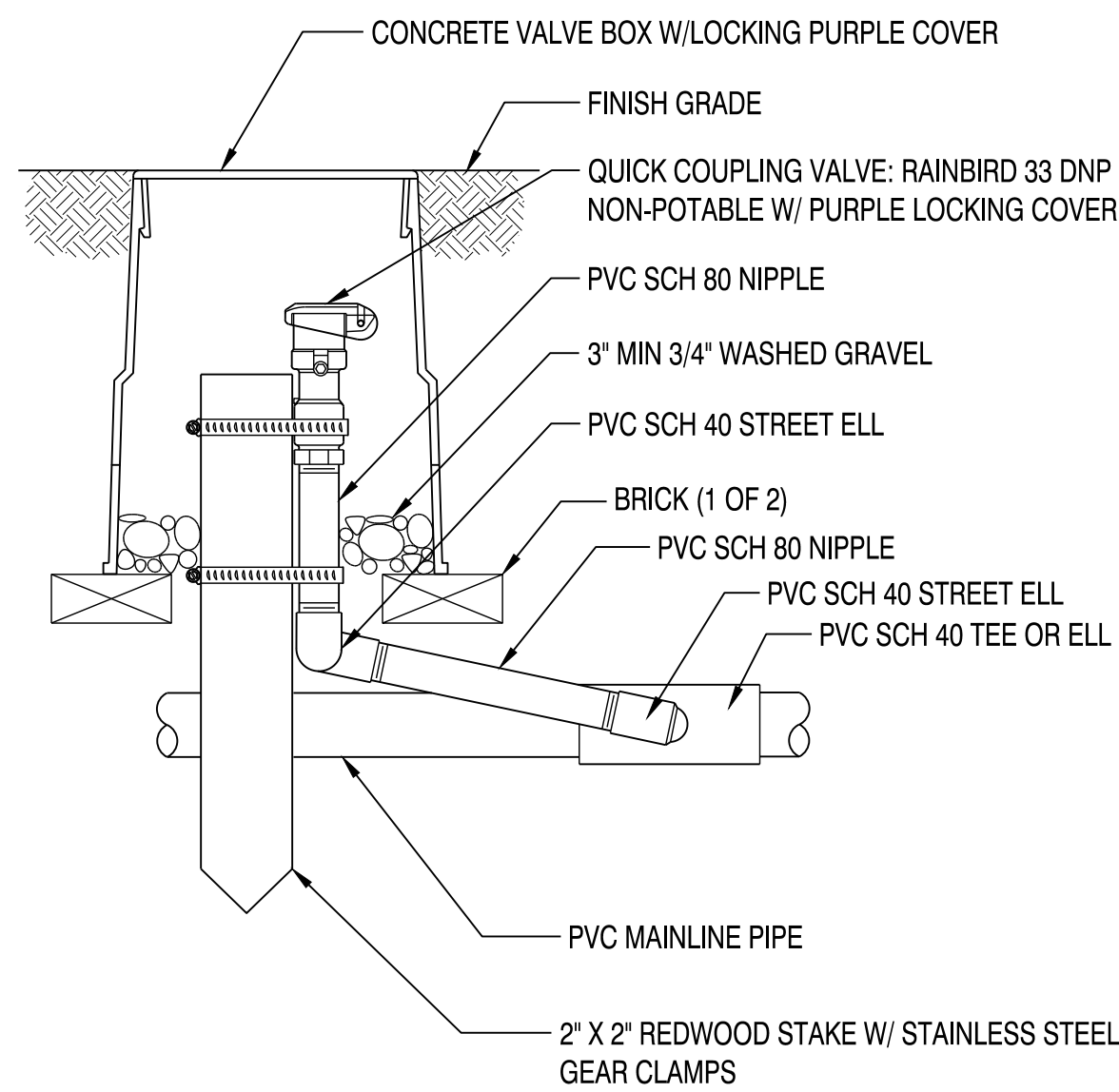
3 ROOT WATERING SYSTEM
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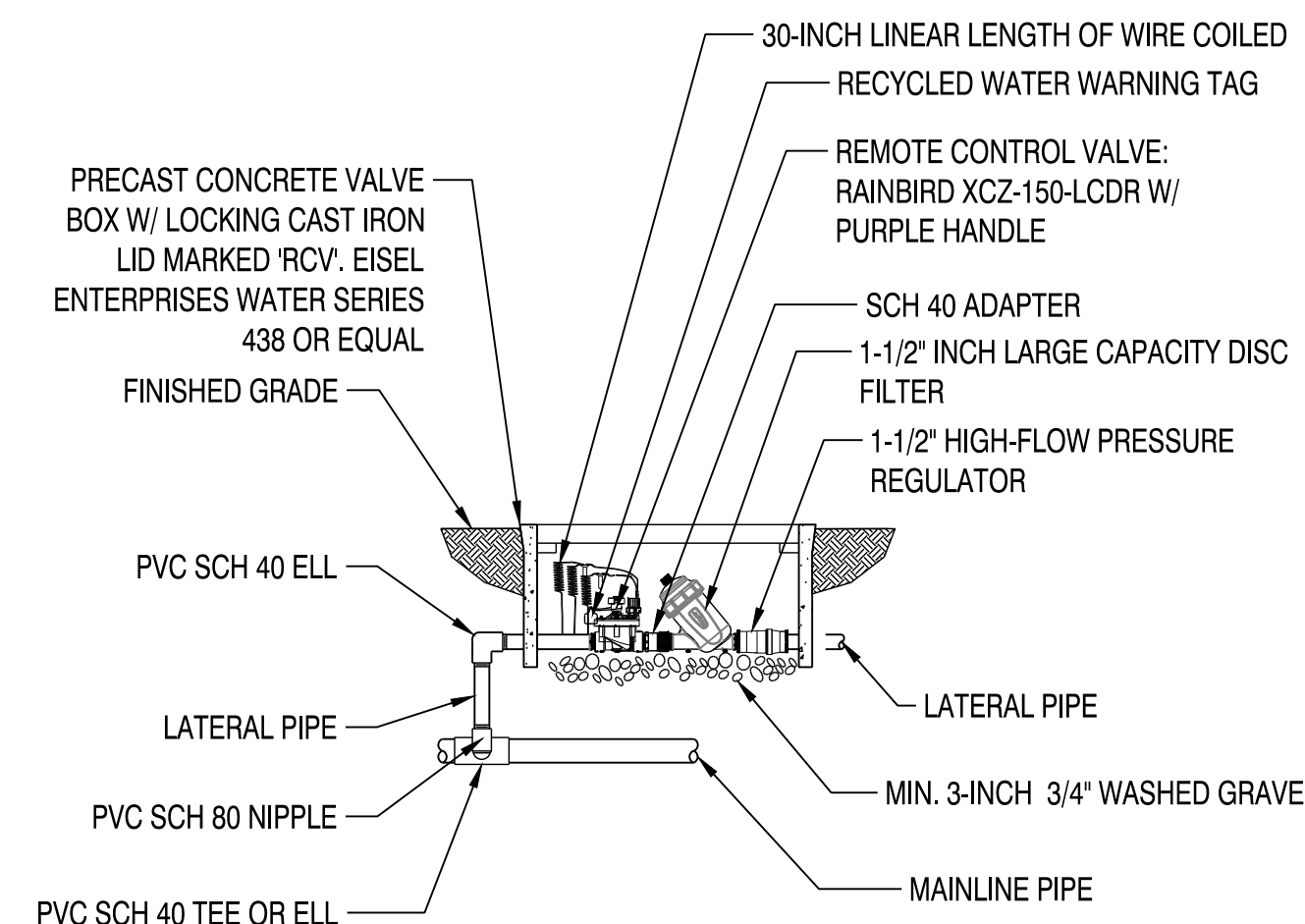
4 REMOTE CONTROL VALVE
N.T.S.



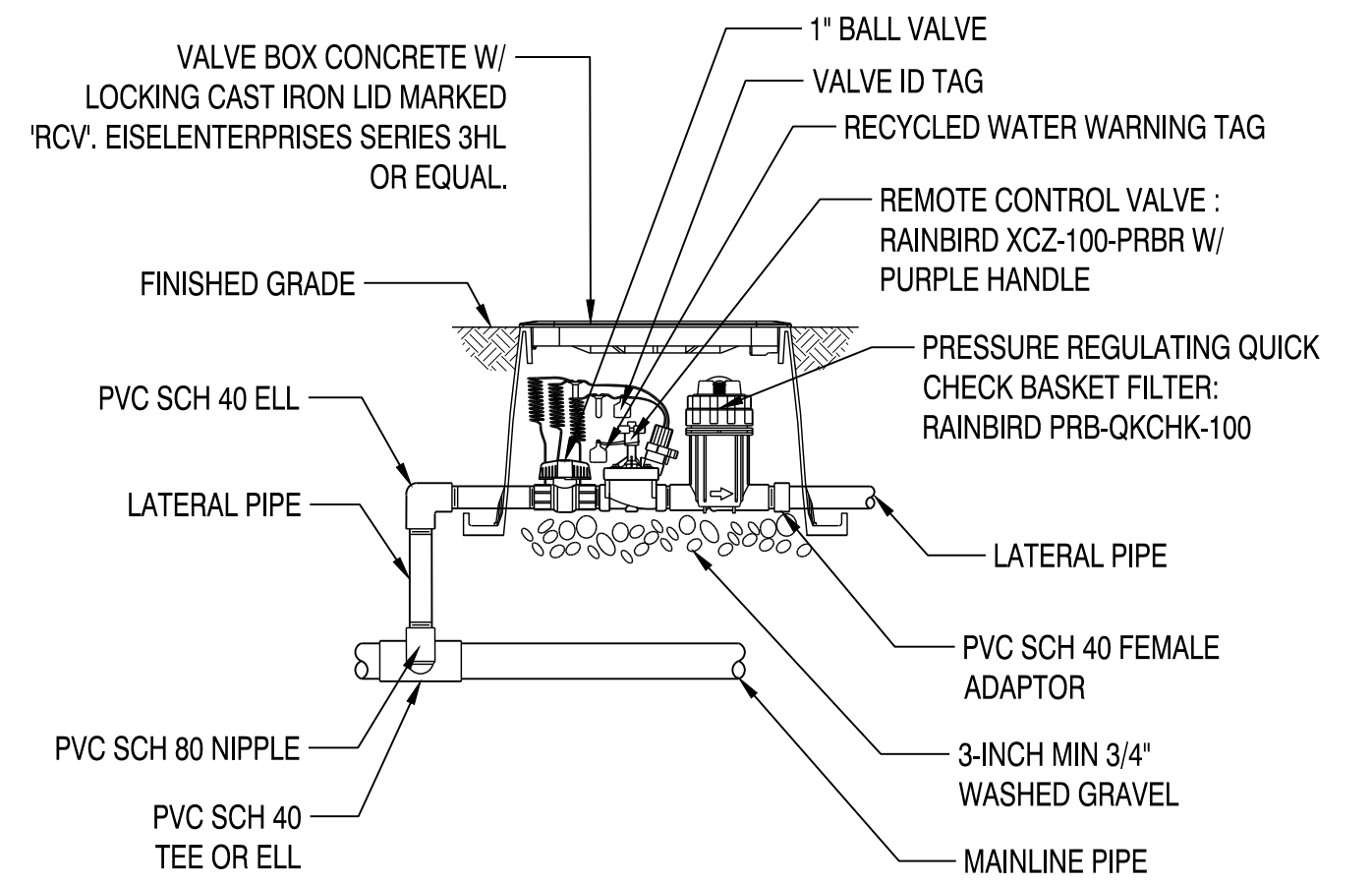
5 SOLAR POWERED CONTROLLER
N.T.S.



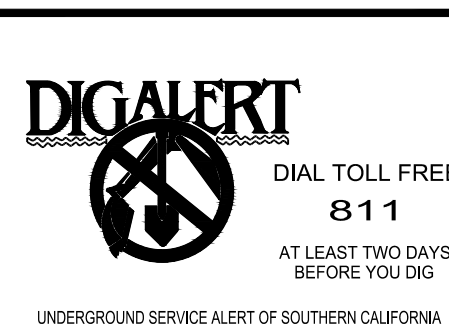
6 QUICK COUPLER VALVE
N.T.S.



7 DRIP ZONE VALVE N.P. HIGH FLOW W/CONCRETE BOX
N.T.S.



8 DRIPZONE VALVE RECYCLED - MEDIUM FLOW
N.T.S.



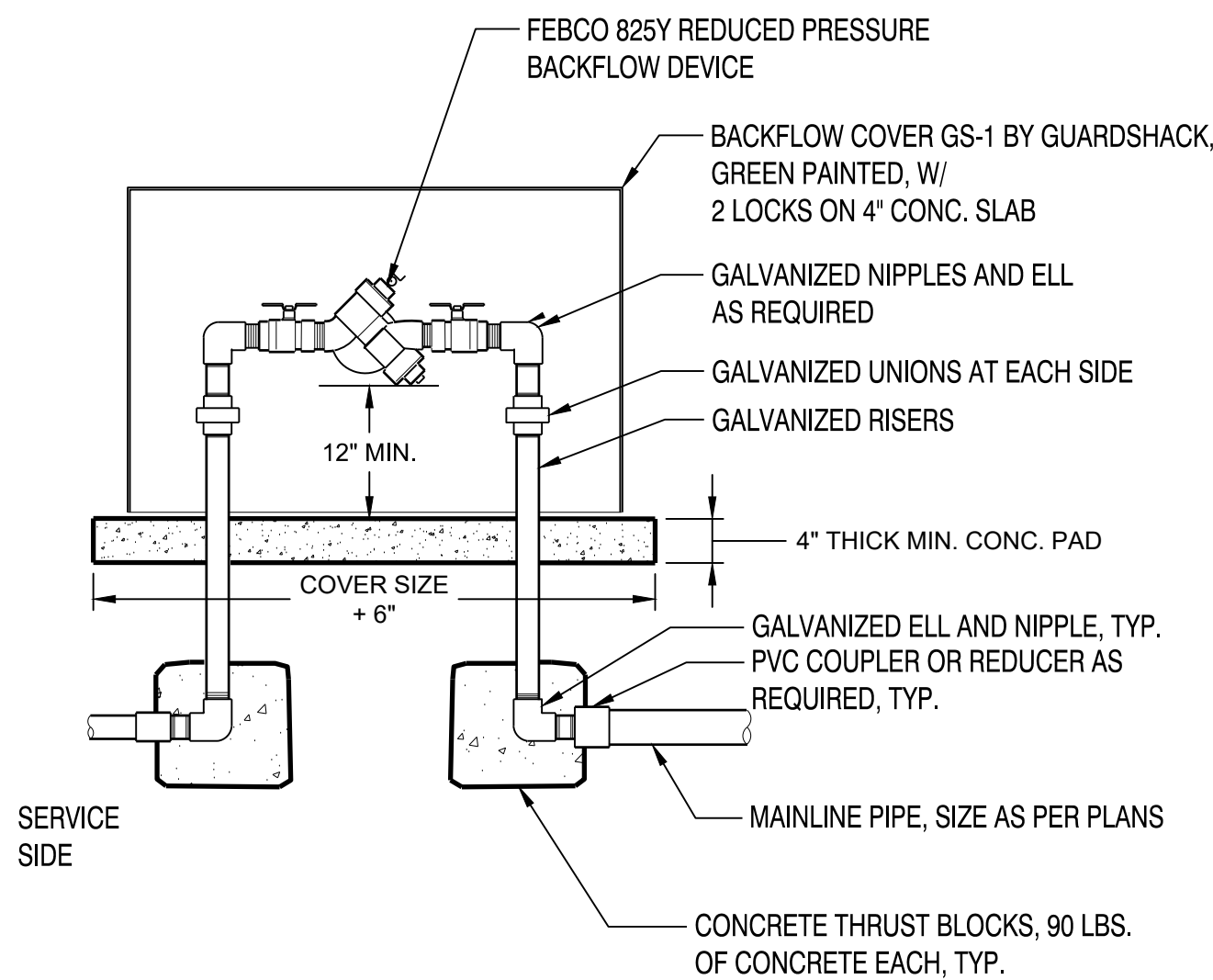
MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

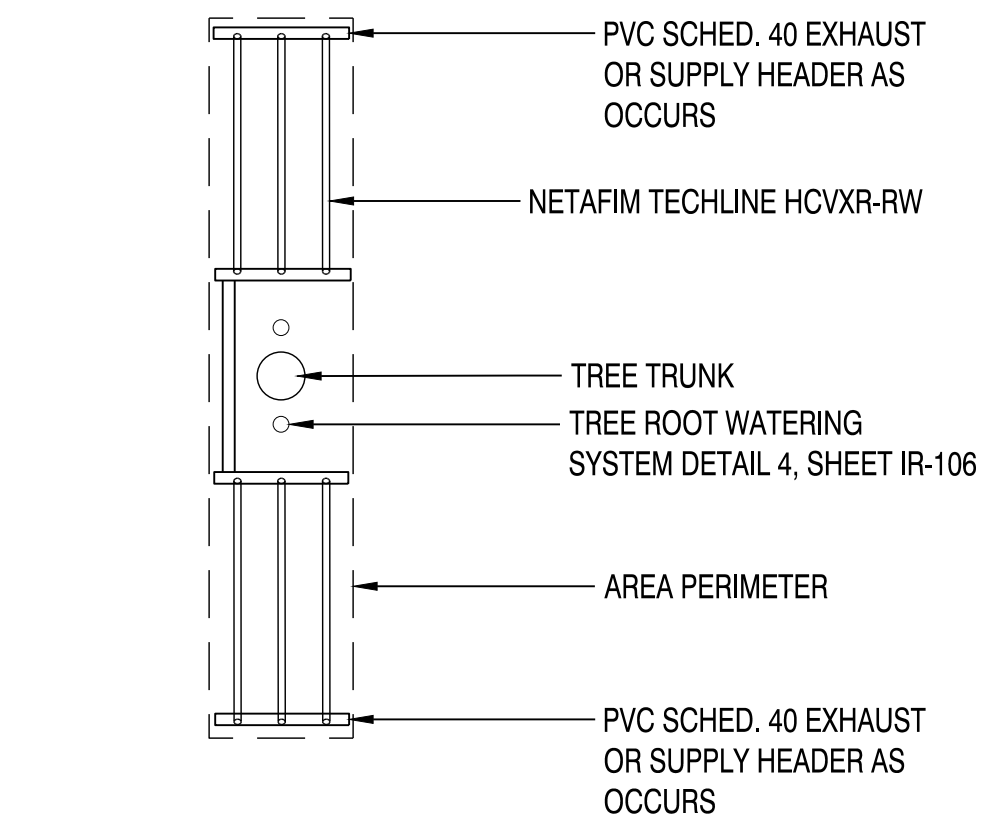
IRRIGATION DETAILS

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:
IR-105
Sheet 42 of
Bar Measures 1 inch

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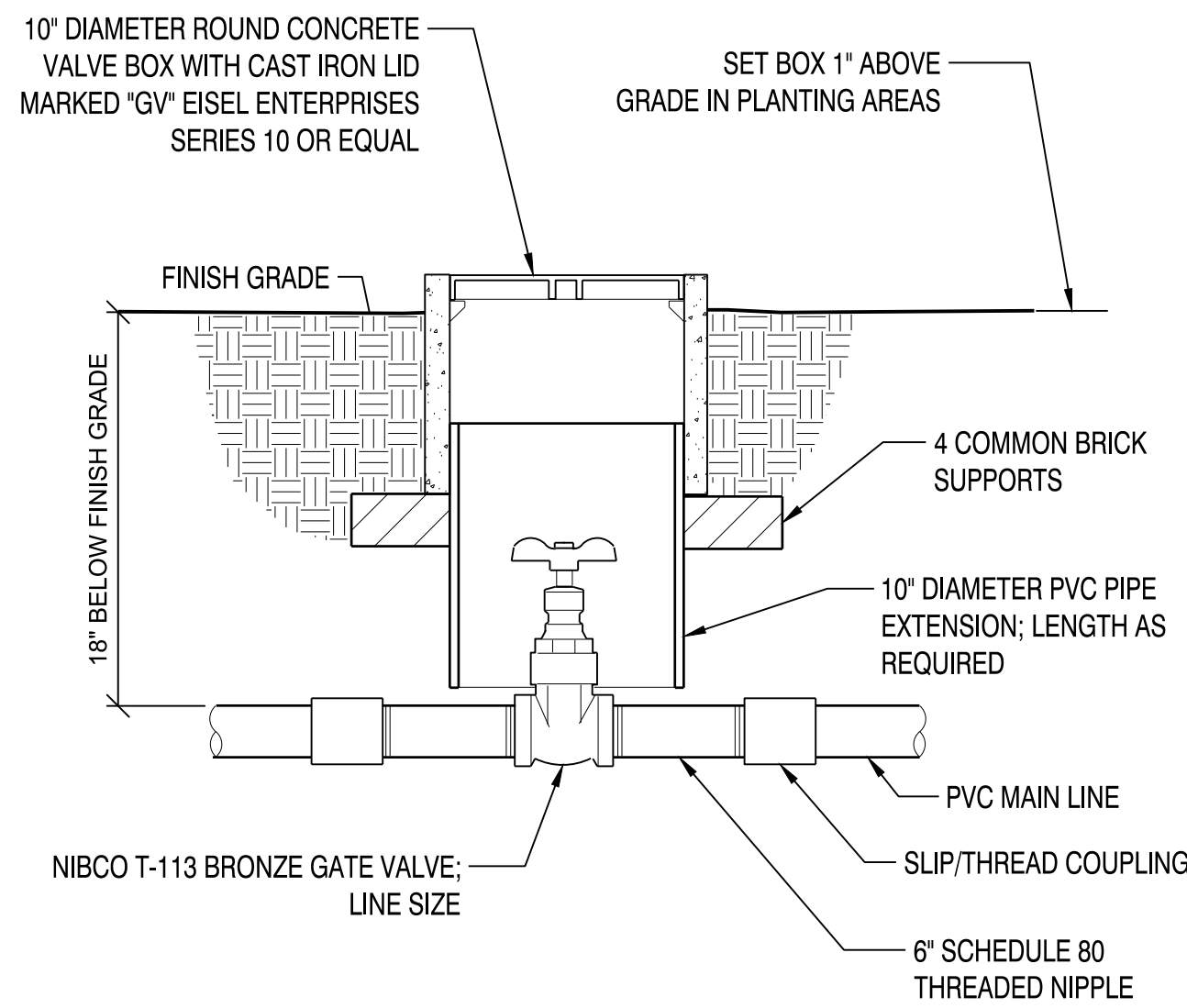


1 BACKFLOW PREVENTER
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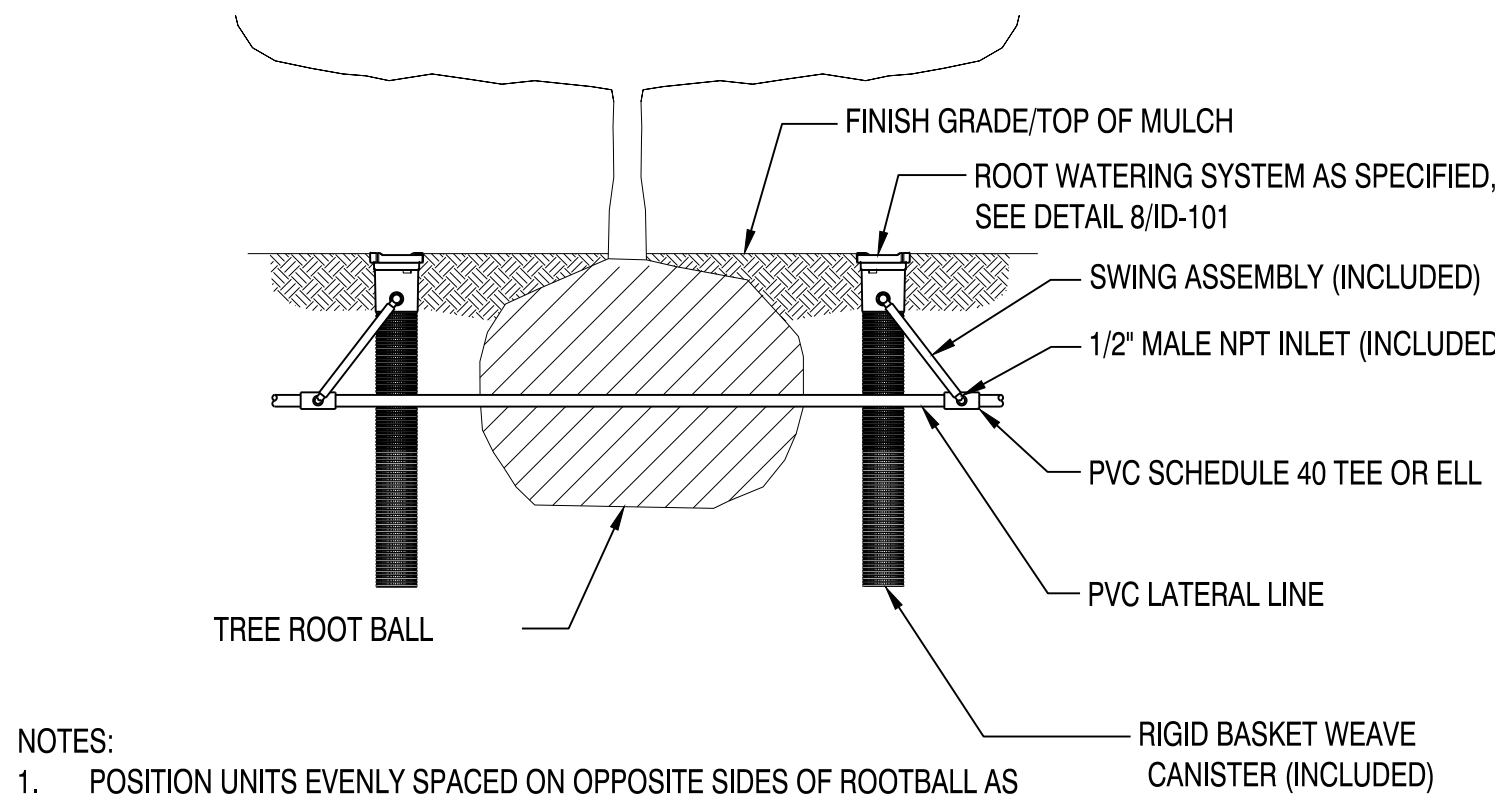


NOTE:
1. BURIED DRIPLINE SHOULD BE PLACED FAR ENOUGH AWAY FROM THE TRUNK TO THAT THE TREE ROOTS DO NOT PUSH THE DRIPLINE TO THE SURFACE

2 DRIPLINE LAYOUT AT TREE W/ R.W.S.
N.T.S.

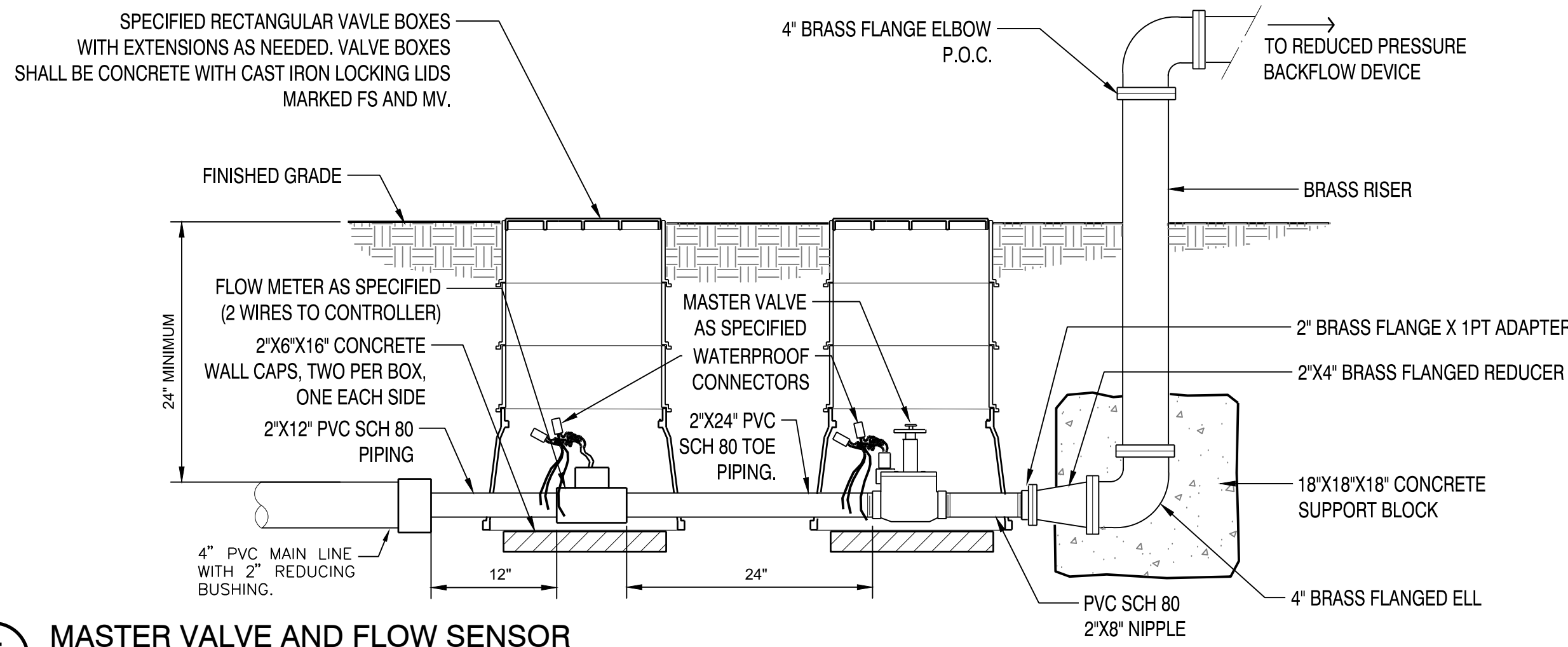


3 GATE VALVE
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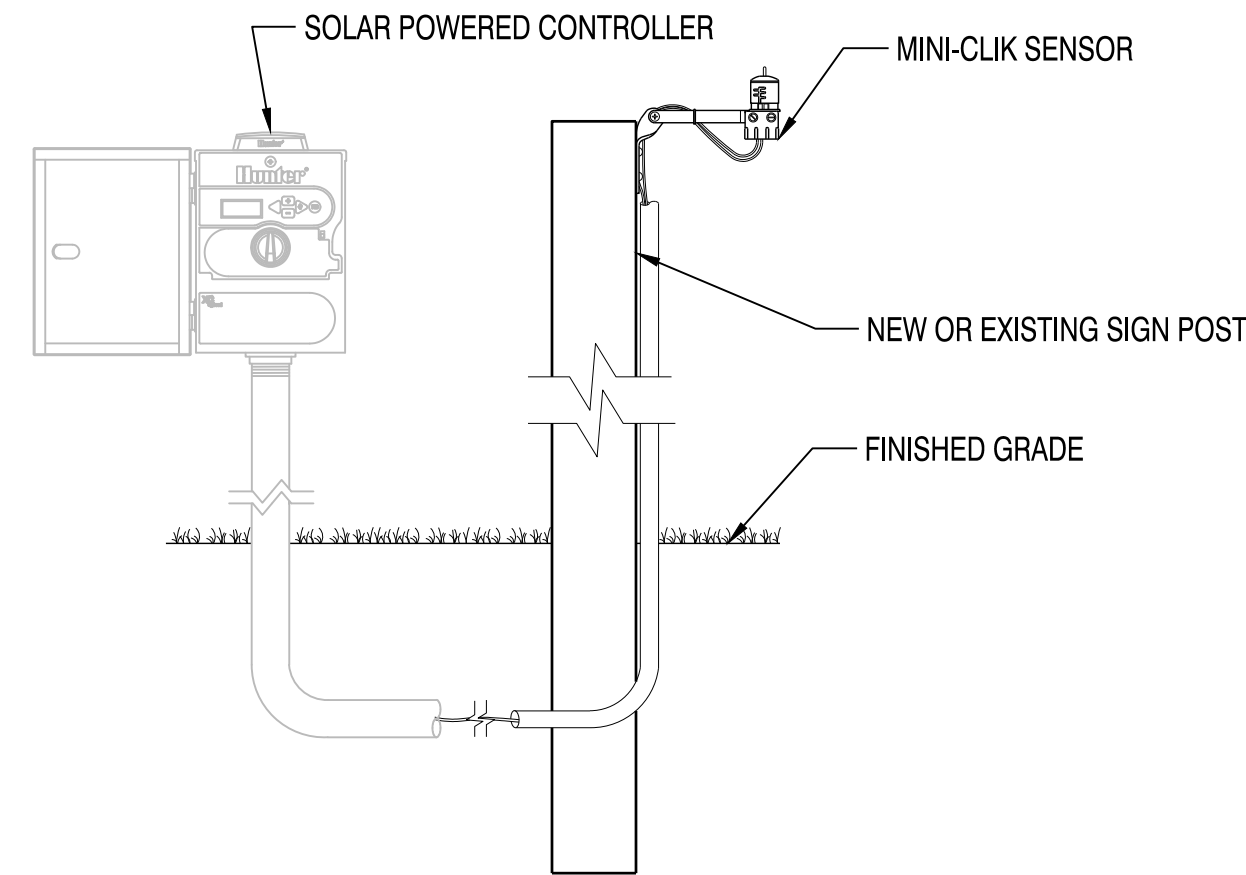


- NOTES:
1. POSITION UNITS EVENLY SPACED ON OPPOSITE SIDES OF ROOTBALL AS SHOWN ON PLANS.
 2. INSTALL PRODUCT WITH TOP EVEN WITH GROUND SURFACE.
 3. WHEN INSTALLING IN HARD OR CLAY SOILS, ADD 3/4\"/>

4 ROOT WATERING SYSTEM INSTALLATION
N.T.S.

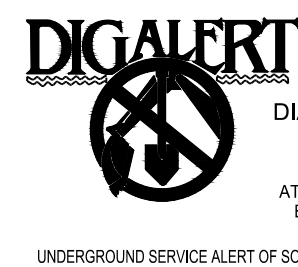


5 MASTER VALVE AND FLOW SENSOR
N.T.S.



NOTE:
MOUNT SENSOR TO SIGN POST NEAREST TO CONTROLLER TO MINIMIZE LENGTH OF CABLE RUN BETWEEN SENSOR AND CONTROLLER.

6 POLE MOUNTED RAIN SENSOR
N.T.S.



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1415 SANTA ANITA AVENUE
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MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
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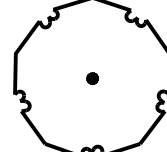
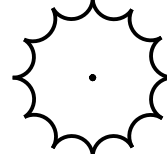
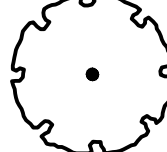
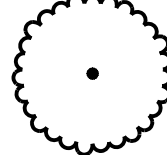
IRRIGATION DETAILS

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

IR-106
Sheet 43 of

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PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS		QTY	REMARKS
TREES								
	CD2	Cercidium x 'Desert Museum'	Desert Museum Palo Verde	15 gal.	VL		3	STANDARD
	CL2	Chilopsis linearis	Desert Willow	15 gal.	L		8	STANDARD NATIVE
	QA	Quercus agrifolia	Coast Live Oak	15 gal.	VL		6	STANDARD NATIVE
	RS	Rhus lancea	African Sumac	15' Ht.	L		5	STANDARD
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	QTY	REMARKS
SHRUBS								
	AP	Aristida purpurea	Purple Threawn	1 gal.	L	18" o.c.	406	Native
	CD	Carex divulsa	European Grey Sedge	1 gal.	M	30" o.c.	82	Native
	CJ	Ceanothus x 'Joyce Coulter'	Joyce Coulter Wild Lilac	5 gal.	M	60" o.c.	26	Native
	EF	Eriogonum fasciculatum fasciculatum	Coastal California Buckwheat	5 gal.	L	36" o.c.	35	Native
	LC2	Lavandula dentata 'Goodwin Creek Grey'	Goodwin Creek Grey Lavender	1 gal.		30" o.c.	96	
	LC	Leymus condensatus 'Canyon Prince'	Canyon Prince Giant Wild Rye	1 gal.	L	30" o.c.	108	Native
	ML	Mimulus x 'Jelly Bean Orange'	Jelly Bean Orange Monkeyflower	1 gal.		24" o.c.	185	Native
	SA	Salvia greggii 'Coral'	Coral Autumn Sage	1 gal.	L	30" o.c.	144	

PLANTING NOTES

1. PRIOR TO BEGINNING WORK, LANDSCAPE CONTRACTOR SHALL REVIEW THE CIVIL ENGINEERING DRAWINGS FOR ANY SPECIAL CONDITIONS PARTICULARLY AS THEY PERTAIN TO GRADING FEATURES SUCH AS SWALES, DETENTION BASINS AND INFILTRATION AREAS THAT MAY HAVE AN EFFECT ON PLANTING AREAS.

2. LOCATIONS OF PLANTS ARE SCHEMATIC. ALL SHRUBS TO BE PLANTED A MINIMUM OFFSET OF TWO (2) FEET FROM ANY EXISTING UTILITIES OR STRUCTURES AND TREES A MINIMUM FIVE (5) FEET FROM UTILITIES OR STRUCTURES.

3. ALL TREES TO BE TAGGED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.

4. LANDSCAPE ARCHITECT OR PROJECT REPRESENTATIVE TO BE PRESENT TO APPROVE PLANT MATERIAL WHEN DELIVERED TO PROJECT SITE.

5. ALL PLANTS AND TREES STORED ON-SITE TO FOLLOW PROCEDURES IN PROJECT SPECIFICATIONS.

6. PLANTS ARE SHOWN DIAGRAMMATICALLY ON PLAN THEREFORE PLANT SPACING IN PLANTING NOTES AND PLANTING SPECIFICATIONS TAKE PRECEDENCE TO PLANTS SHOWN ON THE PLAN. CONTRACTOR IS TO CALCULATE QUANTITY OF PLANTS CALLED FOR AND INSTALL ALL THAT ARE SHOWN ON PLAN.

7. ALL LANDSCAPE PLANTING, IRRIGATION AND PAVING DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AND APPROVED BY OWNER'S REPRESENTATIVE BEFORE 100% COMPLETION OF CONSTRUCTION.

8. WHERE MULCH IS SPECIFIED, PER PLANS, SPREAD 3-4" LAYER OF MATERIAL UNDER AND IN BETWEEN ALL PLANTS SO AS TO LEAVE SOIL COMPLETELY COVERED WITH MULCH. NO MULCH SHALL BE PLACED WITHIN 2' OF TREE CENTER.
9. ALL TREES TO RECEIVE ROOT CONTROL BARRIERS PER PLAN. INSTALL ROOT BARRIER PER MANUFACTURER SPECIFICATION. ROOT BARRIER SHALL EXTEND 10 LINEAR FEET BEYOND TREE TRUNK IN EACH DIRECTION (20 FEET OF ROOT BARRIER ON EACH SIDE, 2 SIDES TOTAL) BETWEEN HARDSCAPE ELEMENTS OR AS SHOWN ON PLANS.

10. PRIOR TO PLANTING A TREE FILL THE HOLE WITH 10 GALLONS OF WATER. LET DRAIN, AMEND AND AFTER PLANTING, EACH TREE SHALL BE WATERED WITH A MINIMUM OF 20 GALLONS OF WATER. REPEAT THE WATERING TWICE IN THE NEXT 3 DAYS, NOT SOONER THAN AT 24-HOUR INTERVALS.

11. SOIL TESTS TO BE CONDUCTED AS DESCRIBED IN LANDSCAPE SPECIFICATIONS. THESE TESTS ARE TO DETERMINE RECOMMENDED AMOUNTS OF FERTILIZER AND ANY HARMFUL SUBSTANCES THAT REQUIRE MITIGATION. SEE SPECIFICATIONS FOR FURTHER INFORMATION.

12. DURING SOIL PREPARATION AMEND WITH GYPSUM (AGRICULTURAL CALCIUM SULFATE CA SO4) PER AMOUNT RECOMMENDED BY THE SOIL TEST RESULTS. SEE SPECIFICATIONS FOR FURTHER INFORMATION.

13. LANDSCAPE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE GENERAL CONTRACTOR TO DISCUSS ANY LANDSCAPE ISSUES BEFORE START OF CONSTRUCTION.

14. THE CONTRACTOR SHALL MAINTAIN PLANTED AREAS DURING THE PLANT ESTABLISHMENT PERIOD BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING ROOT BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. SEE SPECS.



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

PLANTING LEGEND AND NOTES

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

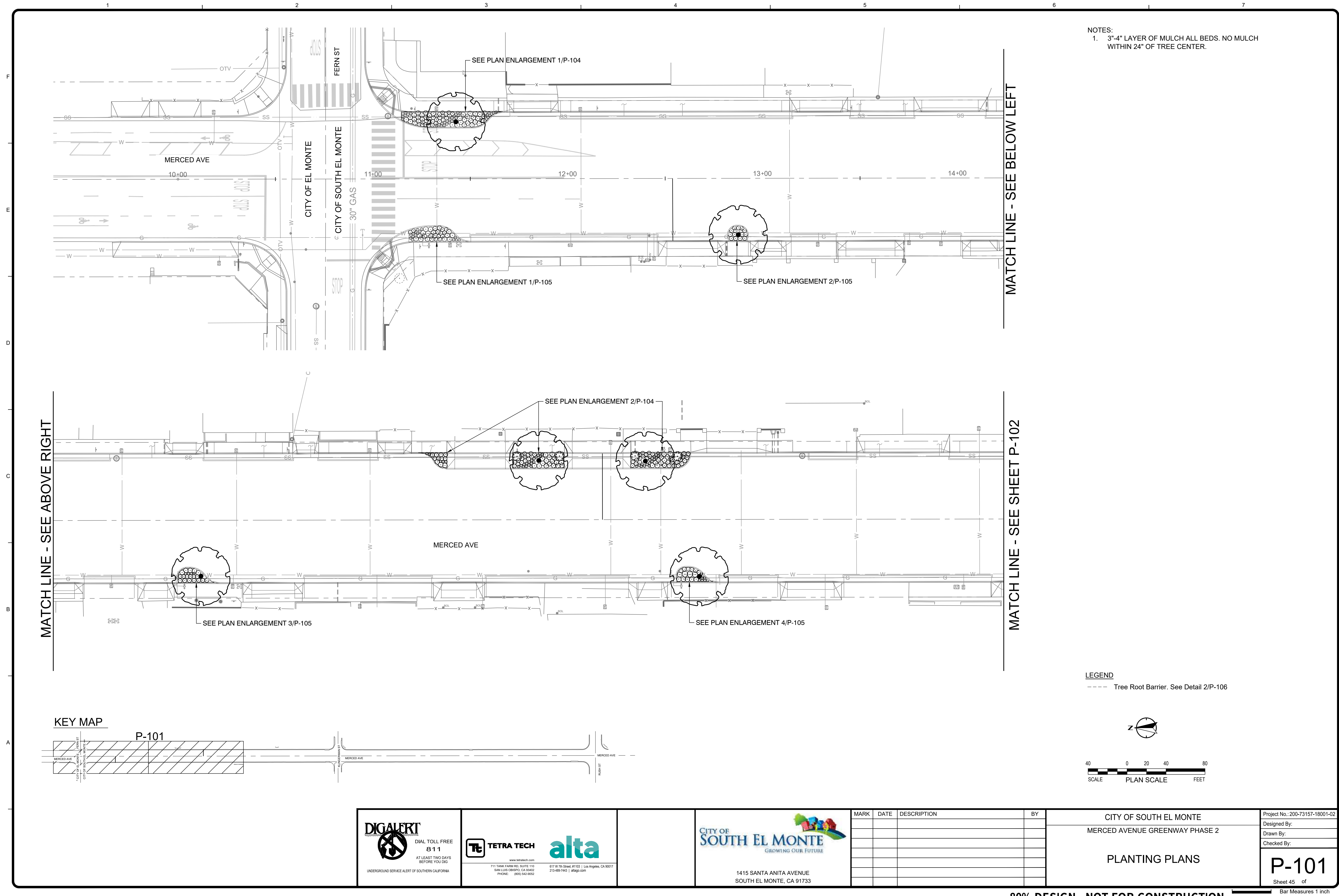
P-100
Sheet 44 of

Bar Measures 1 inch

Page 348 of 383

80% DESIGN - NOT FOR CONSTRUCTION

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SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

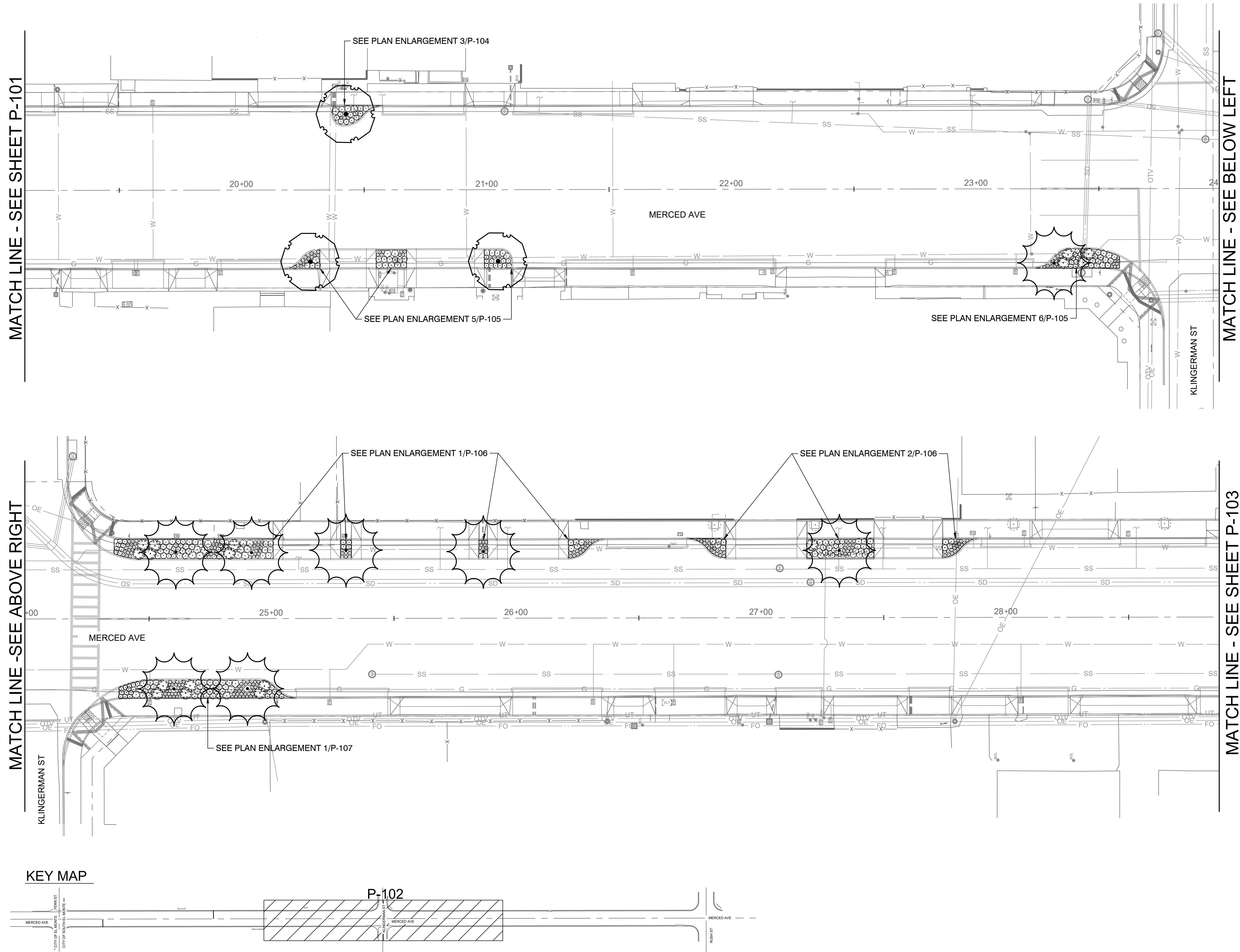
PLANTING PLANS

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

P-101
Sheet 45 of

Bar Measures 1 inch

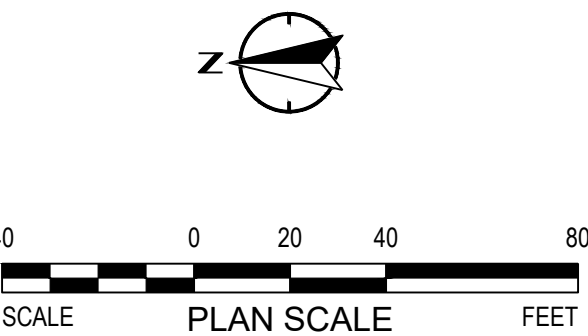
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- NOTES:
- 3"-4" LAYER OF MULCH ALL BEDS. NO MULCH WITHIN 24" OF TREE CENTER.

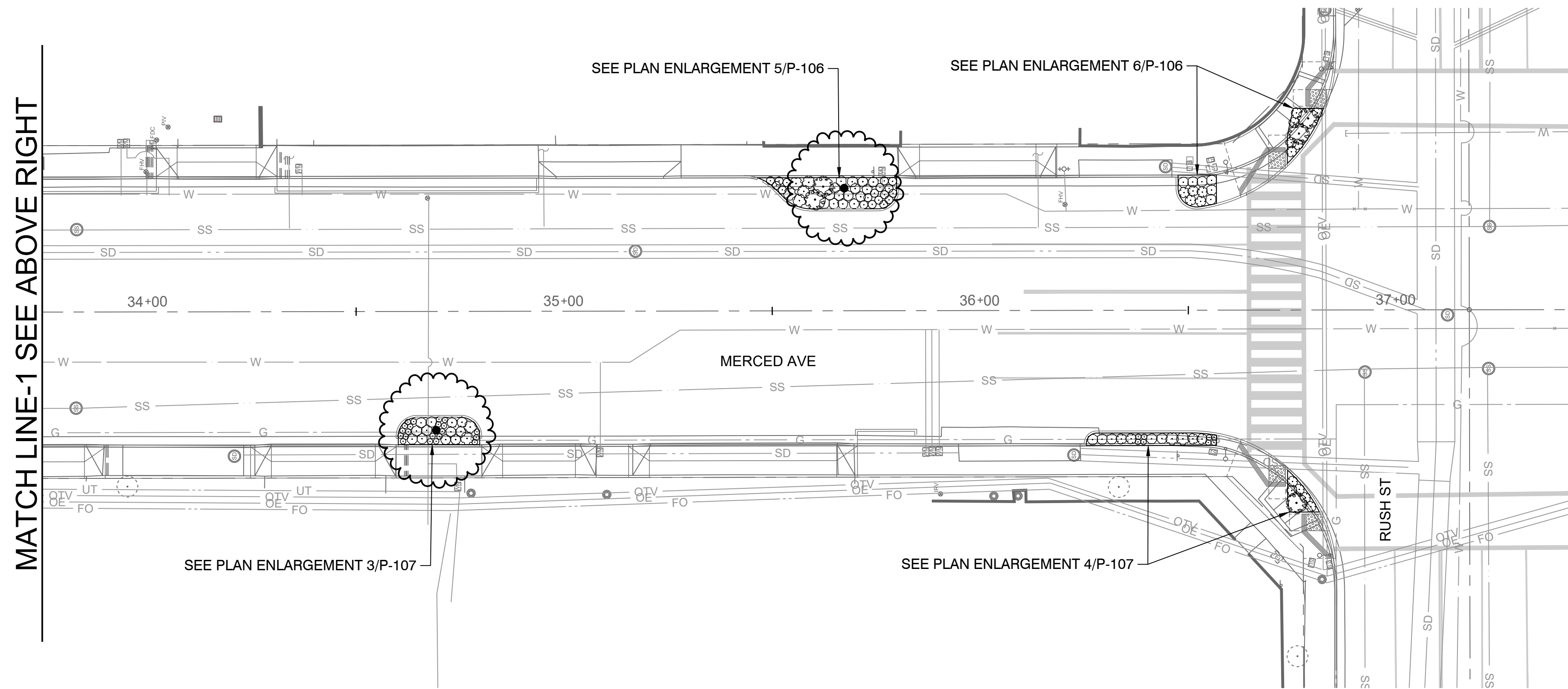
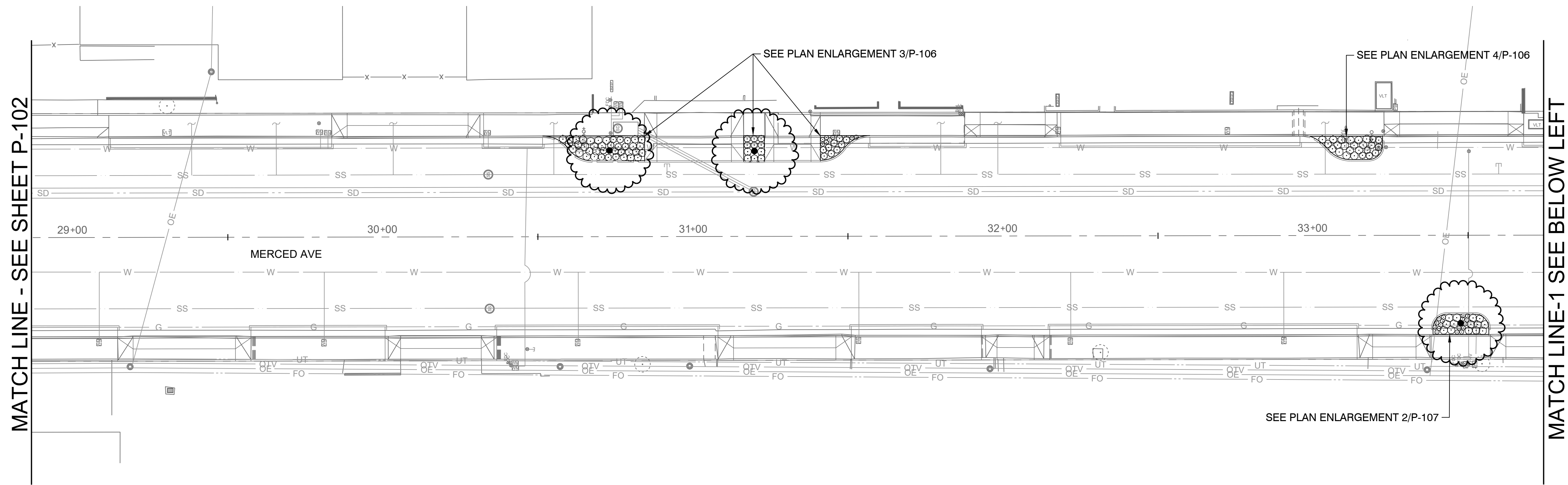
LEGEND

--- Tree Root Barrier. See Detail 2/P-106

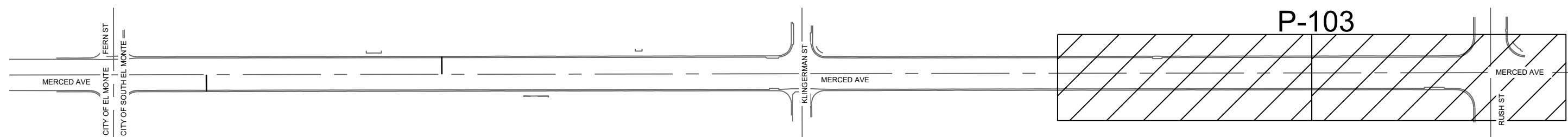


 DIAL TOLL FREE 811 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	 www.tetrattech.com 7111 TANK FARM RD. SUITE 110 SAN LUIS OBISPO, CA 93402 PHONE: (805) 942-9552	 617 W 7th Street, #1103 Los Angeles, CA 90017 213-485-1443 altago.com	 1415 SANTA ANITA AVENUE SOUTH EL MONTE, CA 91733	MARK	DATE	DESCRIPTION	BY	CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2	Project No.: 200-73157-18001-02 Designed By: Drawn By: Checked By:
PLANTING PLANS								P-102 Sheet 46 of	Copyright: Tetra Tech
80% DESIGN - NOT FOR CONSTRUCTION									

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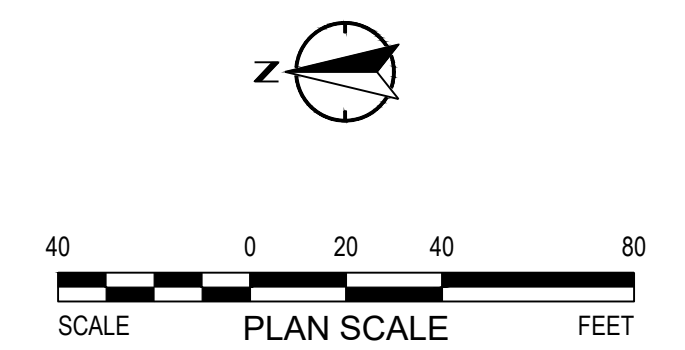
KEY MAP



- NOTES:
- 3'-4" LAYER OF MULCH ALL BEDS. NO MULCH WITHIN 24" OF TREE CENTER.

LEGEND

--- Tree Root Barrier. See Detail 2/P-106



1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

PLANTING PLANS

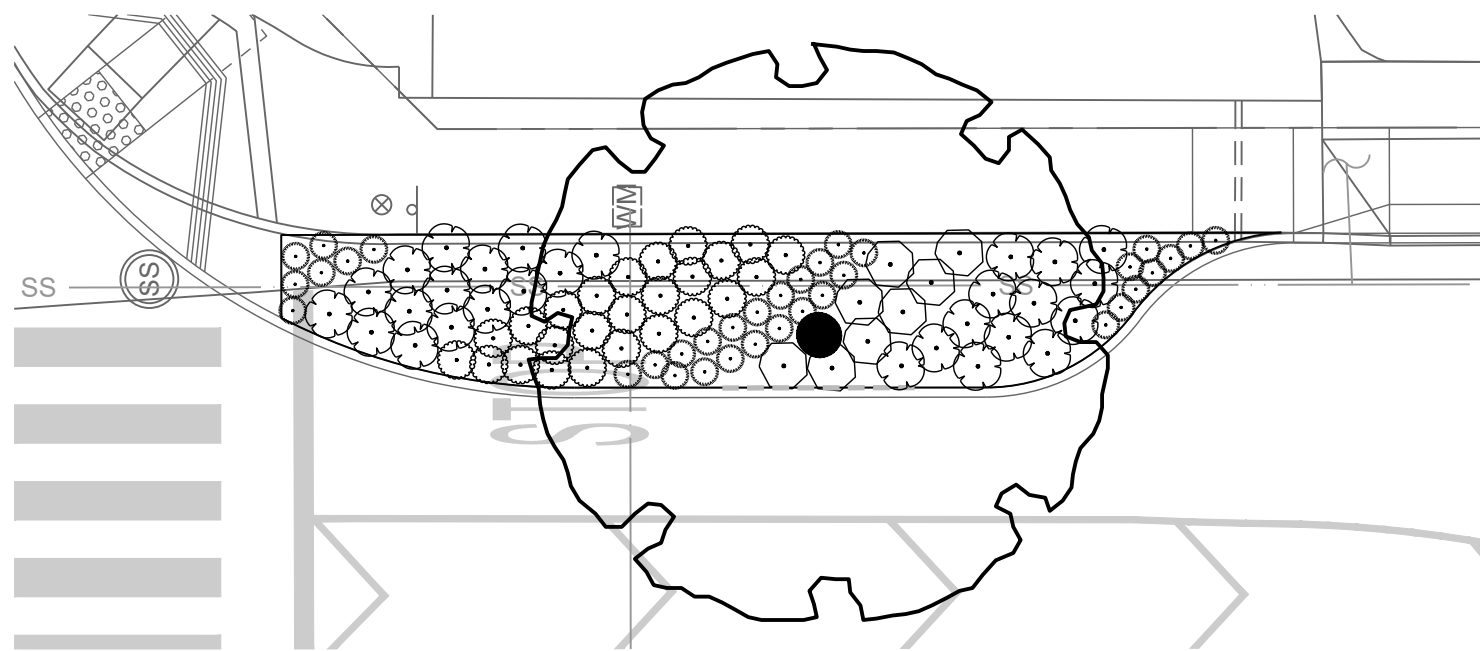
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Designed By:
Drawn By:
Checked By:

P-103
Sheet 47 of

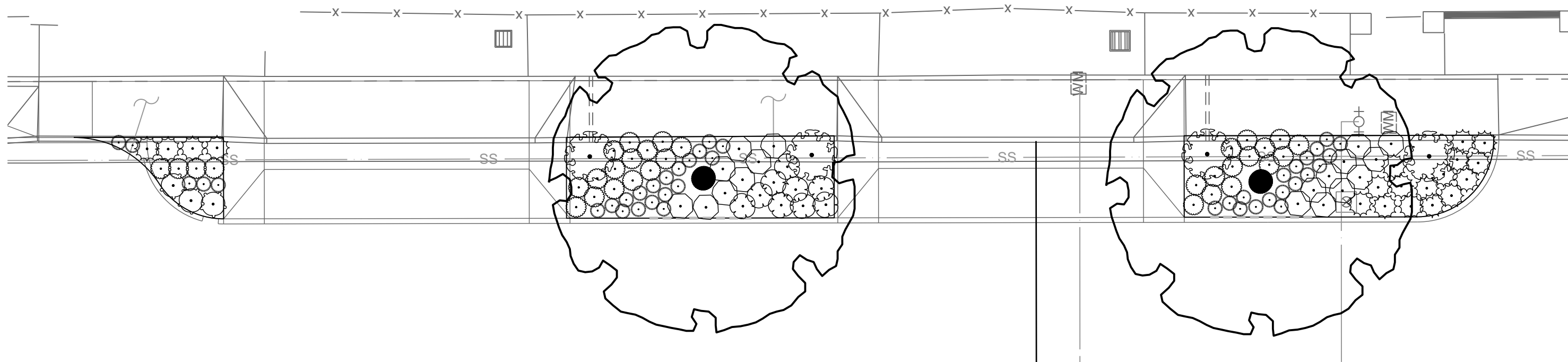
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Bar Measures 1 inch

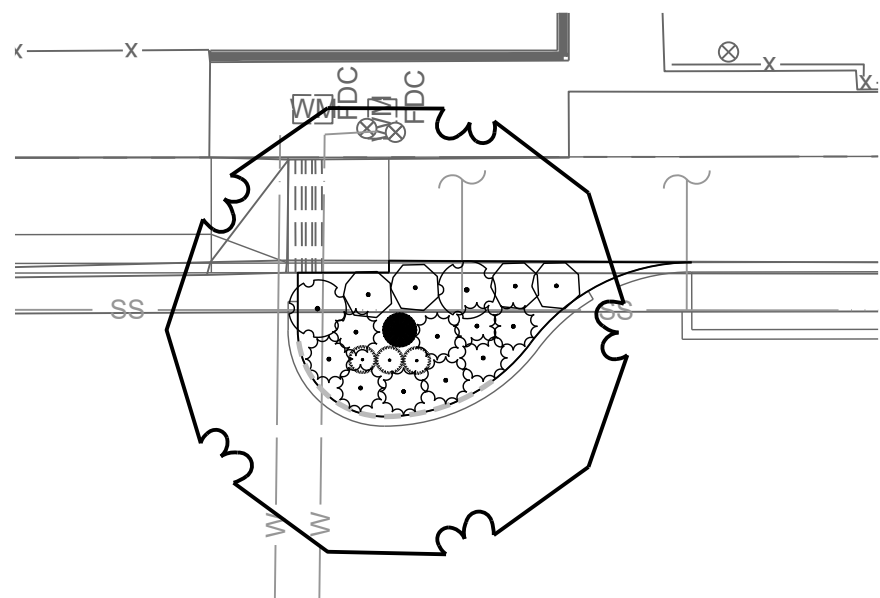
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1 MERCED AVENUE AND FERN STREET NE
STA 11+25 TO STA 11+60

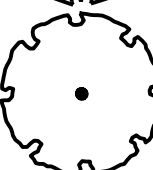


2 MERCED AVENUE
STA 16+10 TO STA 17+50



3 MERCED AVENUE
STA 20+40 TO STA 20+60

PLANT SCHEDULE P-104

SYMBOL	CODE	BOTANICAL / COMMON NAME		QTY
TREES				
	CD2	Cercidium x 'Desert Museum' Desert Museum Palo Verde		1
	QA	Quercus agrifolia Coast Live Oak		3
SYMBOL	CODE	BOTANICAL / COMMON NAME	SPACING	QTY
SHRUBS				
	AP	Aristida purpurea Purple Threawn	18" o.c.	79
	CD	Carex divulsa European Grey Sedge	30" o.c.	28
	CJ	Ceanothus x 'Joyce Coulter' Joyce Coulter Wild Lilac	60" o.c.	4
	EF	Eriogonum fasciculatum fasciculatum Coastal California Buckwheat	36" o.c.	2
	LC2	Lavandula dentata 'Goodwin Creek Grey'	30" o.c.	37
	LC	Leymus condensatus 'Canyon Prince' Canyon Prince Giant Wild Rye	30" o.c.	3
	ML	Mimulus x 'Jelly Bean Orange' Jelly Bean Orange Monkeyflower	24" o.c.	58
	SA	Salvia greggii 'Coral' Coral Autumn Sage	30" o.c.	30

LEGEND
--- Tree Root Barrier. See Detail 2/P-106



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1415 SANTA ANITA AVENUE
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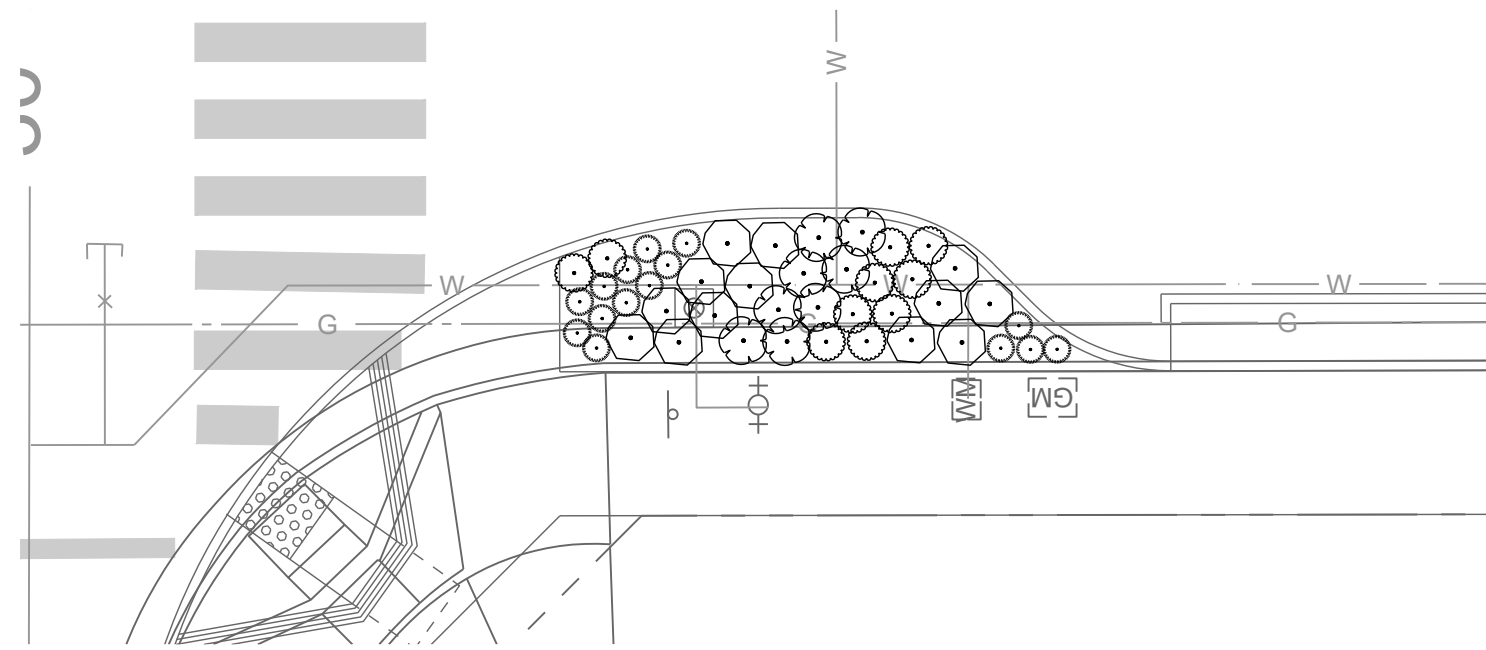
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CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

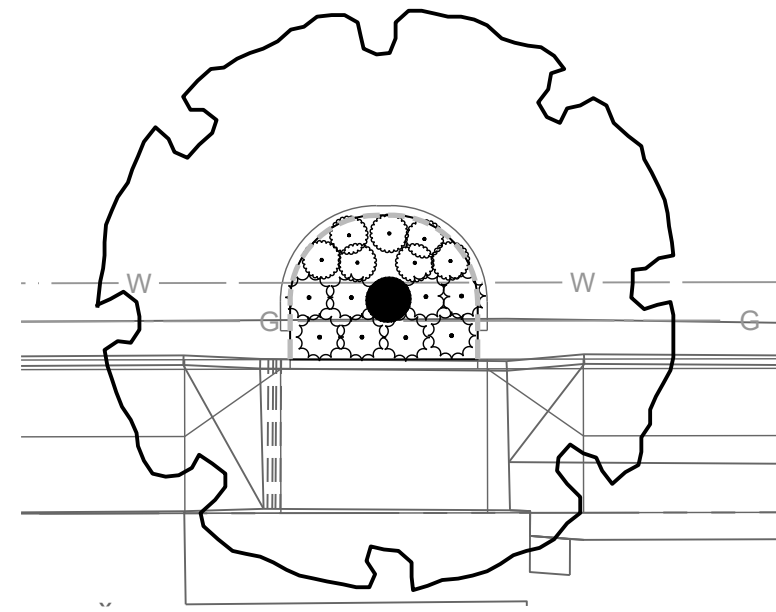
PLAN ENLARGEMENTS
FERN ST TO KLINGERMANN ST - EAST

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:
P-104
Sheet 48 of

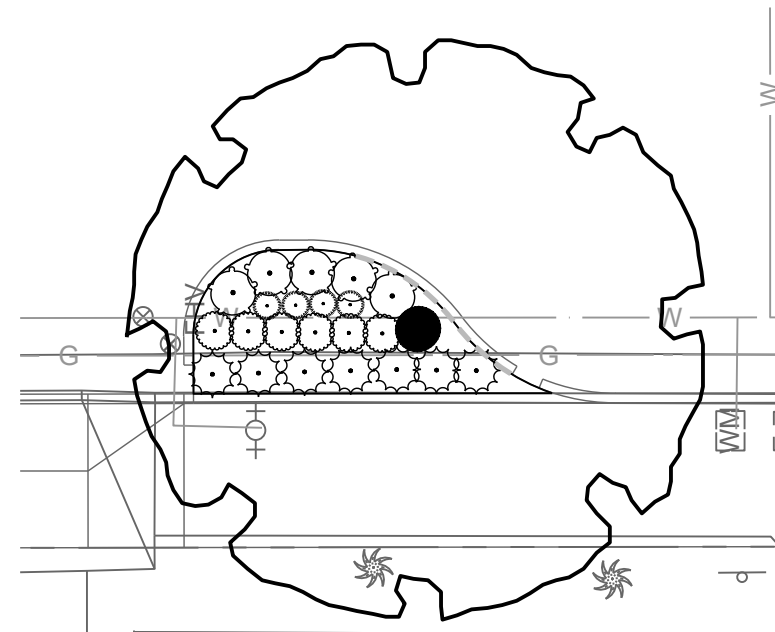
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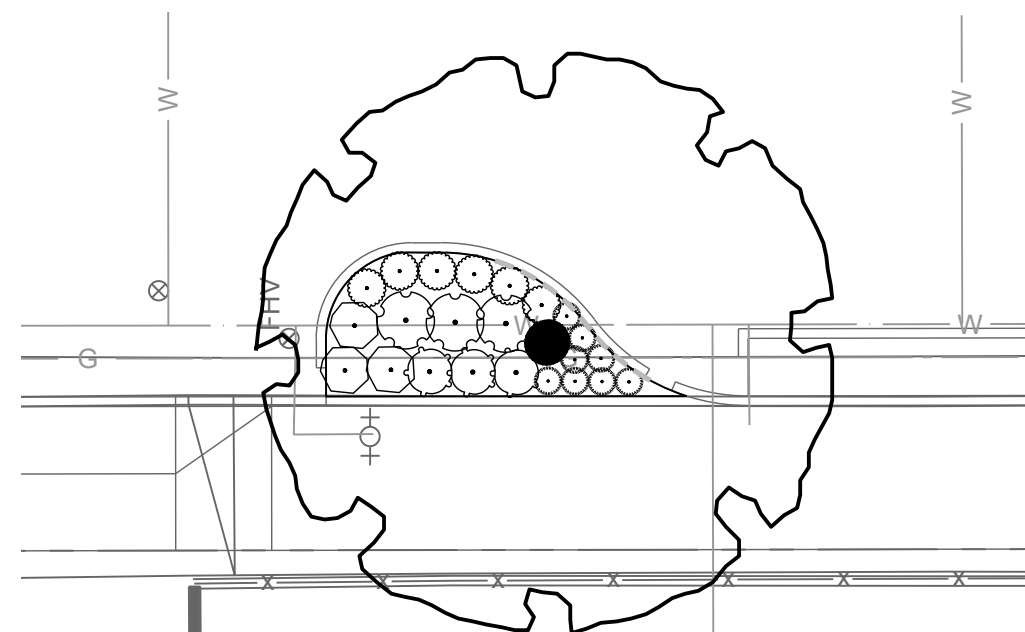
1 MERCED AVENUE AND FERN STREET NW
STA 11+25 TO STA 11+45



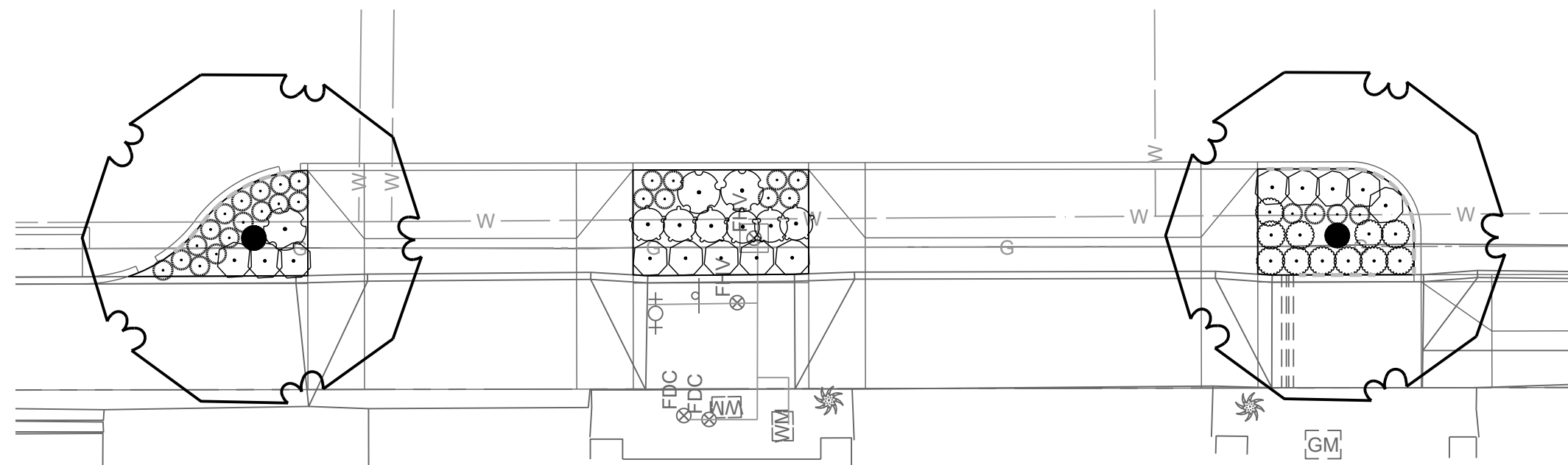
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STA 12+80 TO STA 12+90



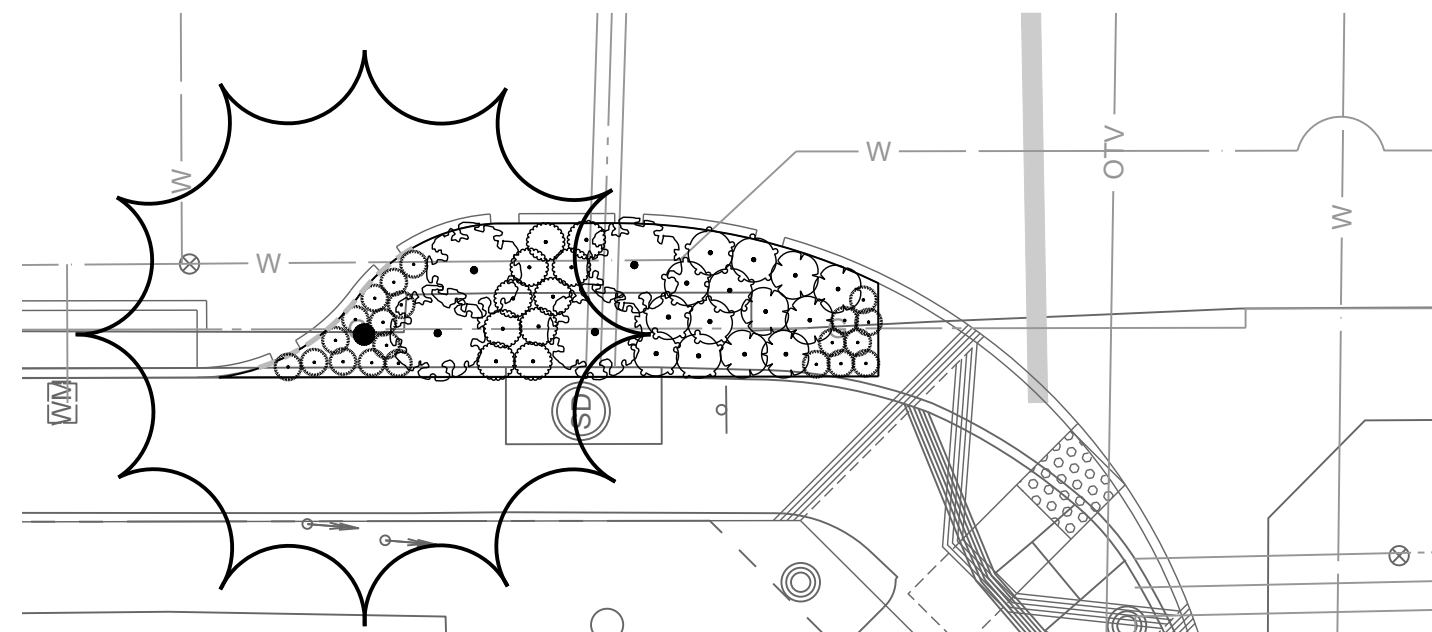
3 MERCED AVENUE
STA 14+85 TO STA 15+10



4 MERCED AVENUE
STA 17+45 TO STA 17+60



5 MERCED AVENUE
STA 20+20 TO STA 21+10



6 MERCED AVENUE AND KLINGERMAN STREET NW
STA 23+25 TO STA 23+65

PLANT SCHEDULE P-105

SYMBOL	CODE	BOTANICAL / COMMON NAME	QTY
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TREES

	CD2	Cercidium x 'Desert Museum' Desert Museum Palo Verde	2
	CL2	Chilopsis linearis Desert Willow	1
	QA	Quercus agrifolia Coast Live Oak	3

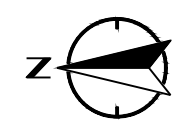
SYMBOL	CODE	BOTANICAL / COMMON NAME	SPACING	QTY
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SHRUBS

	AP	Aristida purpurea Purple Threeawn	18" o.c.	76
	CD	Carex divulsa European Grey Sedge	30" o.c.	15
	CJ	Ceanothus x 'Joyce Coulter' Joyce Coulter Wild Lilac	60" o.c.	4
	EF	Eriogonum fasciculatum fasciculatum Coastal California Buckwheat	36" o.c.	6
	LC2	Lavandula dentata 'Goodwin Creek Grey' Goodwin Creek Grey Lavender	30" o.c.	14
	LC	Leymus condensatus 'Canyon Prince' Canyon Prince Giant Wild Rye	30" o.c.	22
	ML	Mimulus x 'Jelly Bean Orange' Jelly Bean Orange Monkeyflower	24" o.c.	50
	SA	Salvia greggii 'Coral' Coral Autumn Sage	30" o.c.	29

LEGEND

--- Tree Root Barrier. See Detail 2/P-106



10 0 5 10 20
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1415 SANTA ANITA AVENUE
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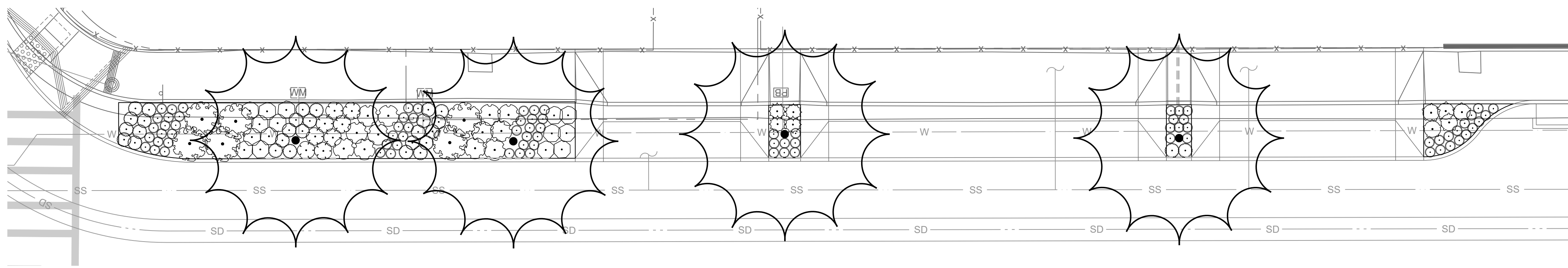
CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2 PLAN ENLARGEMENTS FERN ST TO KLINGERMAN ST - WEST
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Project No.: 200-73157-18001-02 Designed By: Drawn By: Checked By:
P-105 Sheet 49 of

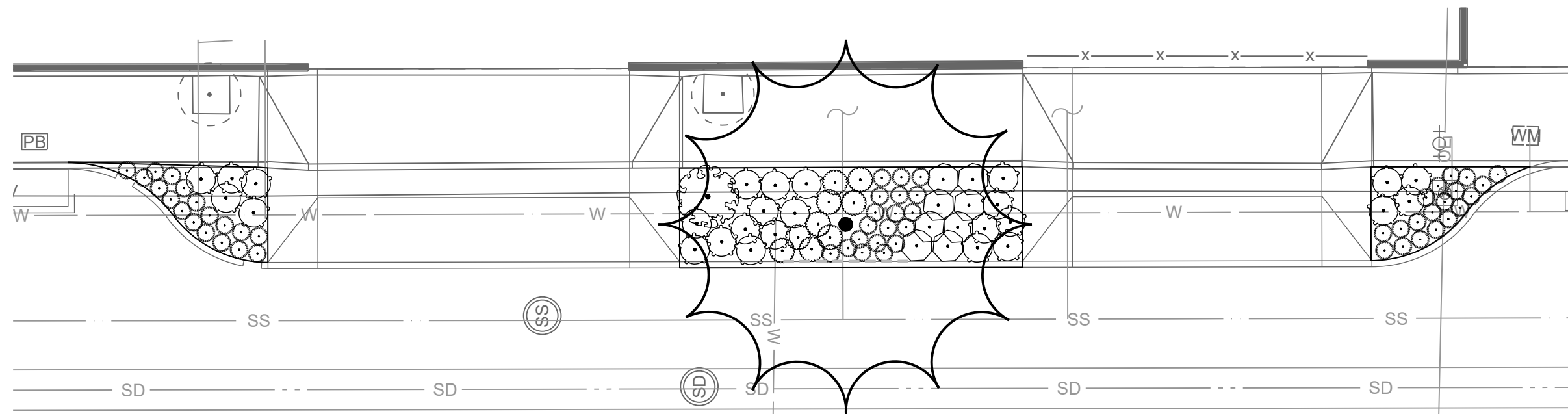
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80% DESIGN - NOT FOR CONSTRUCTION

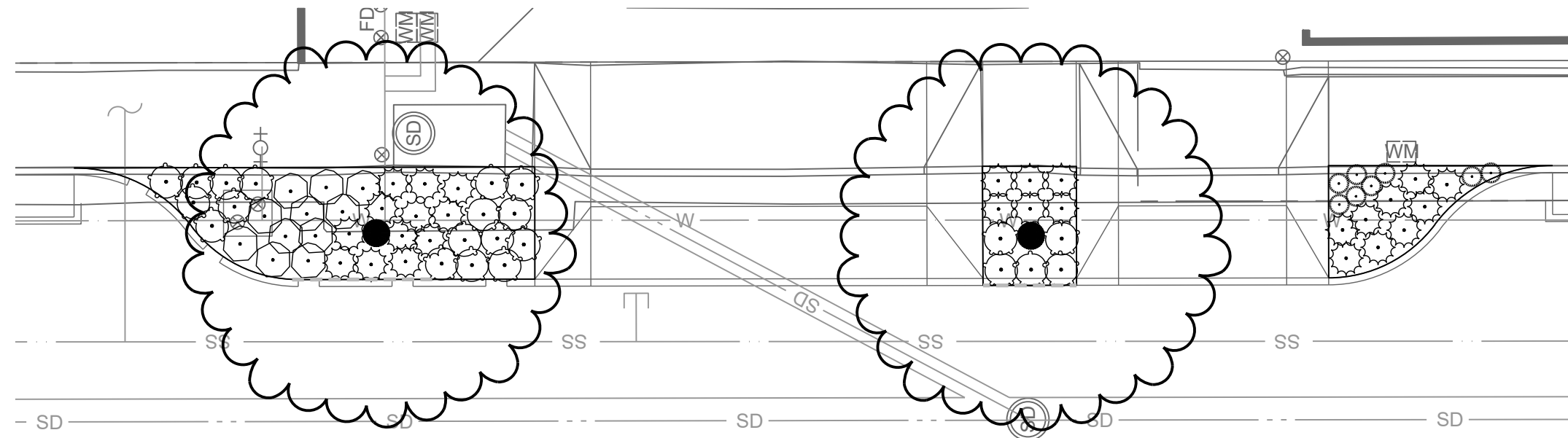
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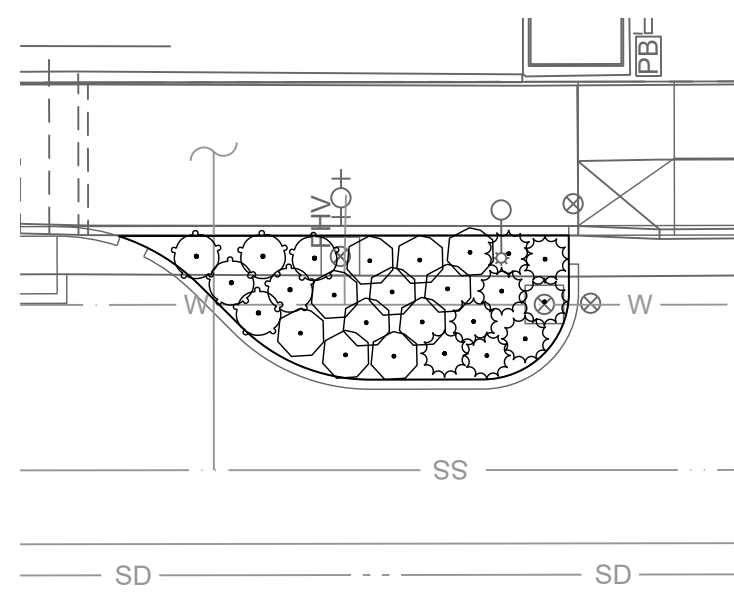
1 MERCED AVENUE AND KLINGERMAN STREET SE
STA 24+35 TO STA 26+35



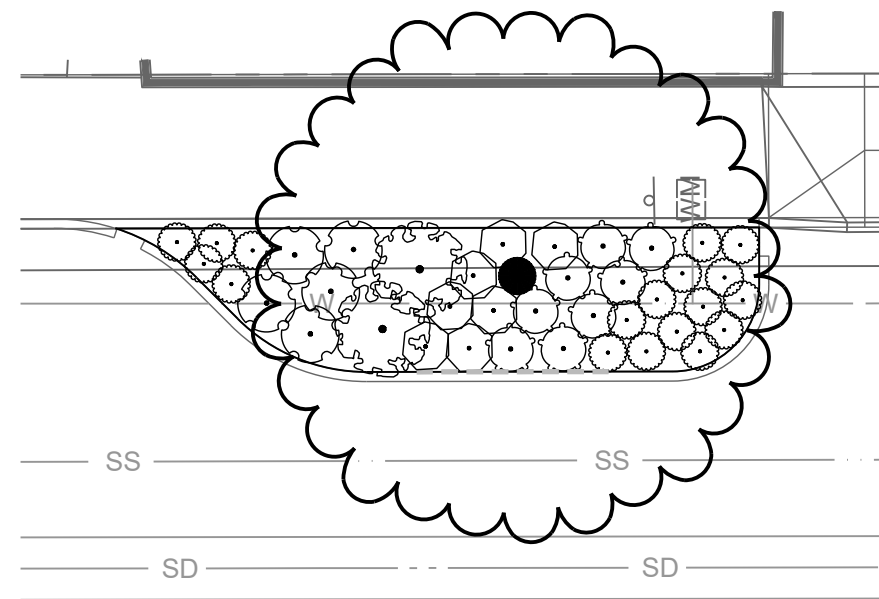
2 MERCED AVENUE
STA 26+70 TO STA 27+90



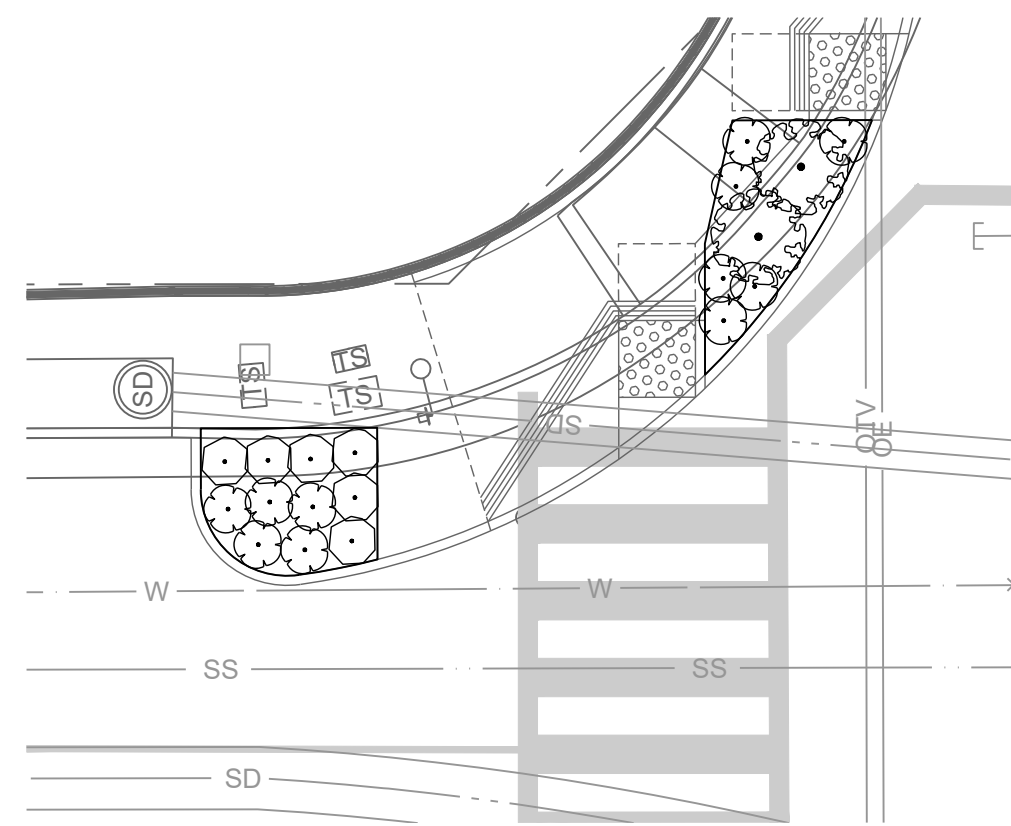
3 MERCED AVENUE
STA 30+50 TO STA 31+60



4 MERCED AVENUE
STA 32+95 TO STA 33+20



5 MERCED AVENUE
STA 35+45 TO STA 35+80



6 MERCED AVENUE AND RUSH STREET NE
STA 36+45 TO STA 36+70

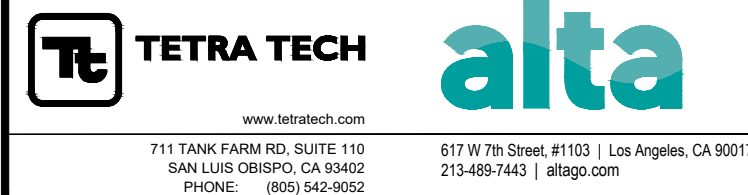
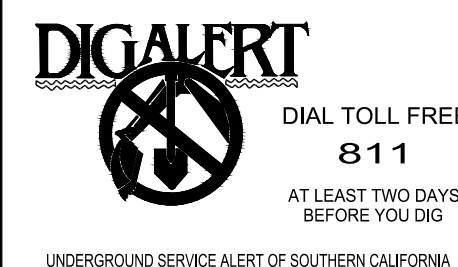
PLANT SCHEDULE P-105

SYMBOL	CODE	BOTANICAL / COMMON NAME	QTY
TREES			
	CD2	Cercidium x 'Desert Museum' Desert Museum Palo Verde	2
	CL2	Chilopsis linearis Desert Willow	1
	QA	Quercus agrifolia Coast Live Oak	3

SYMBOL	CODE	BOTANICAL / COMMON NAME	SPACING	QTY
SHRUBS				
	AP	Aristida purpurea Purple Threeawn	18" o.c.	76
	CD	Carex divulsa European Grey Sedge	30" o.c.	15
	CJ	Ceanothus x 'Joyce Coulter' Joyce Coulter Wild Lilac	60" o.c.	4
	EF	Eriogonum fasciculatum fasciculatum Coastal California Buckwheat	36" o.c.	6
	LC2	Lavandula dentata 'Goodwin Creek Grey'	30" o.c.	14
	LC	Goodwin Creek Grey Lavender Leymus condensatus 'Canyon Prince' Canyon Prince Giant Wild Rye	30" o.c.	22
	ML	Mimulus x 'Jelly Bean Orange' Jelly Bean Orange Monkeyflower	24" o.c.	50
	SA	Salvia greggii 'Coral' Coral Autumn Sage	30" o.c.	29

LEGEND

--- Tree Root Barrier. See Detail 2/P-106



MARK	DATE	DESCRIPTION	BY

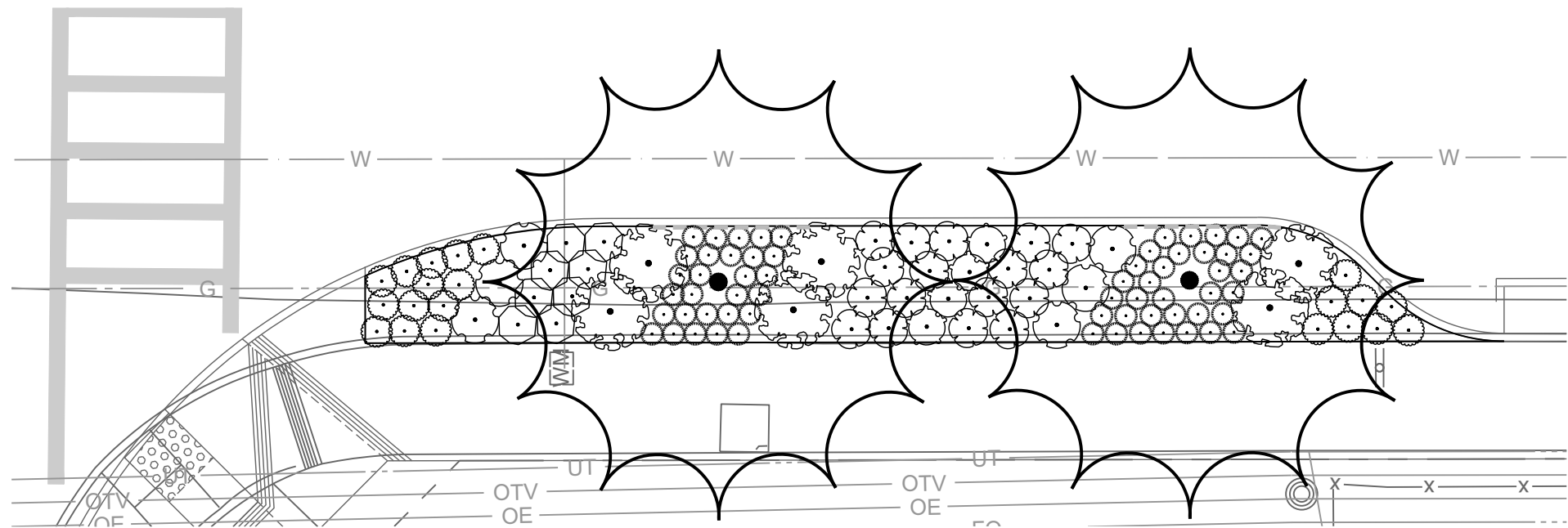
CITY OF SOUTH EL MONTE MERCED AVENUE GREENWAY PHASE 2
PLAN ENLARGEMENTS KLINGERMAN ST TO RUSH ST - EAST

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:
P-106
Sheet 50 of

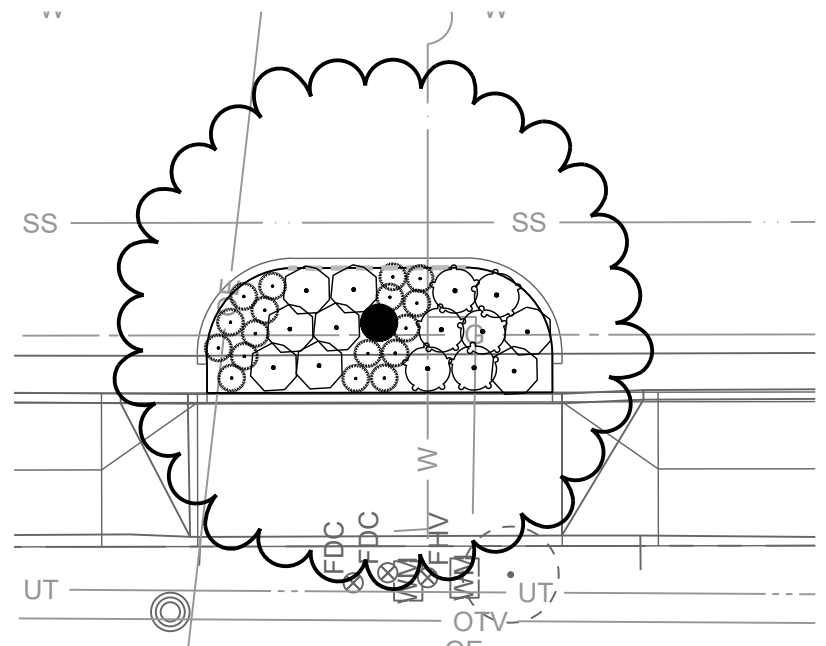
80% DESIGN - NOT FOR CONSTRUCTION

Bar Measures 1 inch

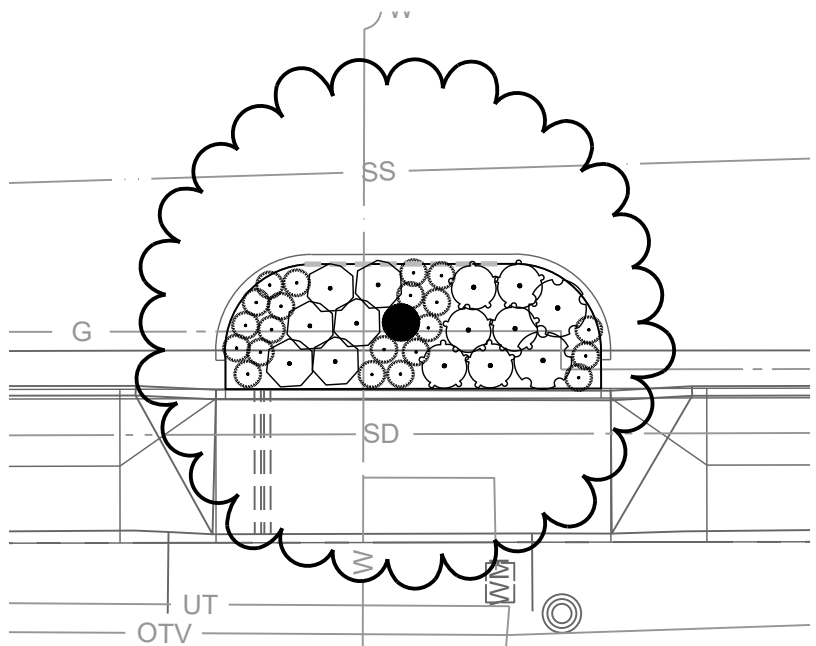
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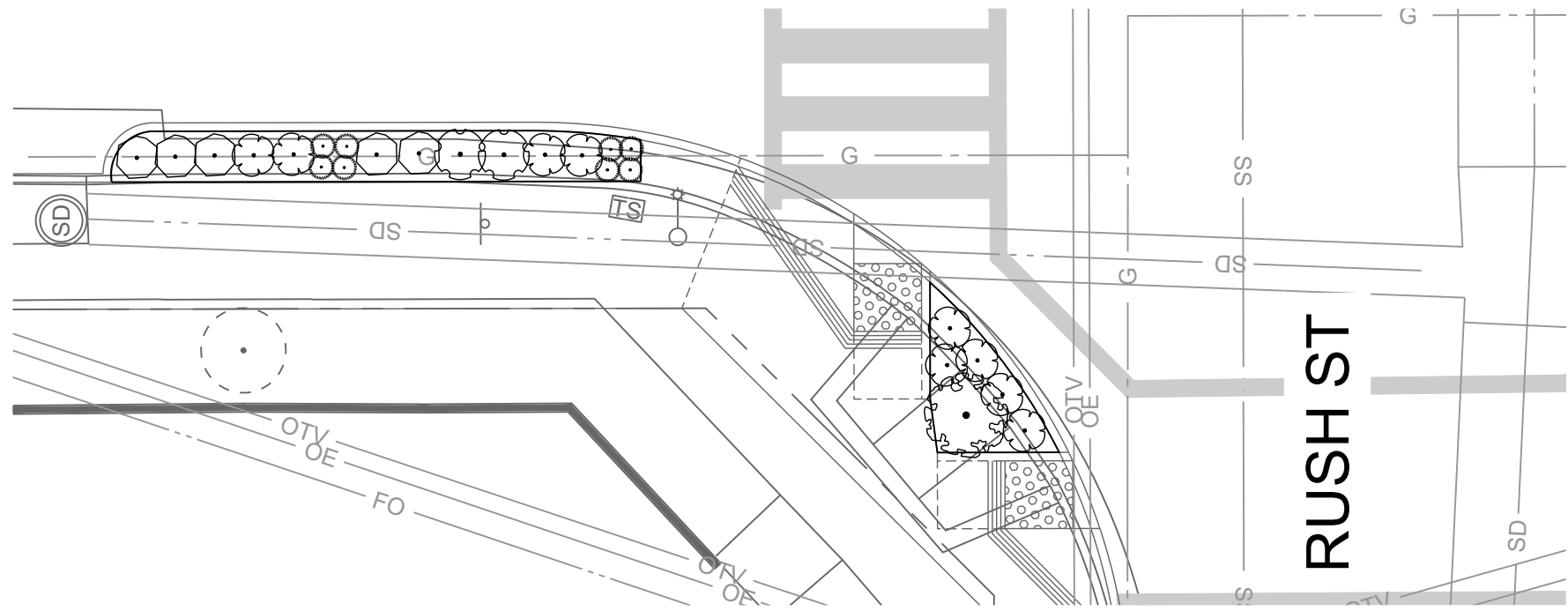
1 MERCED AVENUE AND KLINGERMANN STREET SW
STA 24+30 TO STA 25+5



2 MERCED AVENUE
STA 33+40 TO STA 33+55



3 MERCED AVENUE
STA 34+60 TO STA 34+80



4 MERCED AVENUE AND RUSH STREET NW
STA 36+25 TO STA 36+80

PLANT SCHEDULE P-107

SYMBOL	CODE	BOTANICAL / COMMON NAME	QTY
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TREES

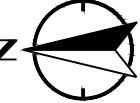
	CL2	Chilopsis linearis Desert Willow	2
	RS	Rhus lancea African Sumac	2

SYMBOL	CODE	BOTANICAL / COMMON NAME	SPACING	QTY
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SHRUBS

	AP	Aristida purpurea Purple Threeawn	18" o.c.	108
	CJ	Ceanothus x 'Joyce Coulter' Joyce Coulter Wild Lilac	60" o.c.	7
	EF	Eriogonum fasciculatum fasciculatum Coastal California Buckwheat	36" o.c.	10
	LC2	Lavandula dentata 'Goodwin Creek Grey' Goodwin Creek Grey Lavender	30" o.c.	26
	LC	Leymus condensatus 'Canyon Prince' Canyon Prince Giant Wild Rye	30" o.c.	16
	ML	Mimulus x 'Jelly Bean Orange' Jelly Bean Orange Monkeyflower	24" o.c.	21
	SA	Salvia greggii 'Coral' Coral Autumn Sage	30" o.c.	27

LEGEND
--- Tree Root Barrier. See Detail 2/P-106



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1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

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MERCED AVENUE GREENWAY PHASE 2

PLAN ENLARGEMENTS
KLINGERMANN ST TO RUSH ST - WEST

Project No.: 200-73157-18001-02
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Drawn By:
Checked By:

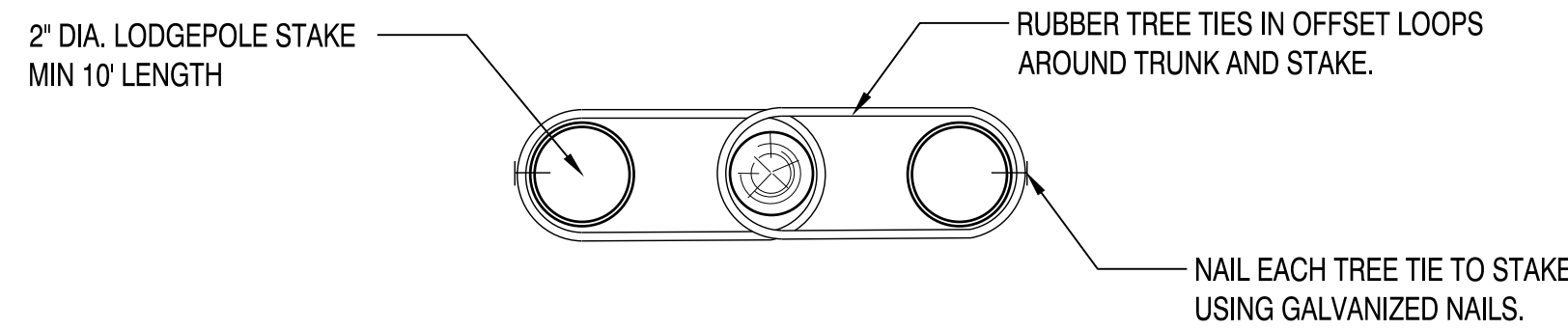
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Sheet 51 of

Bar Measures 1 inch

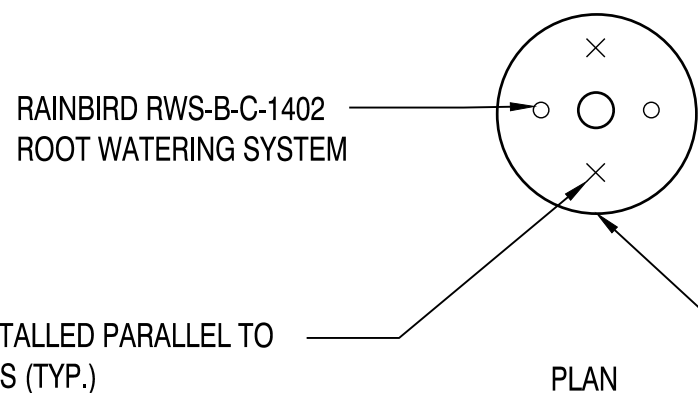
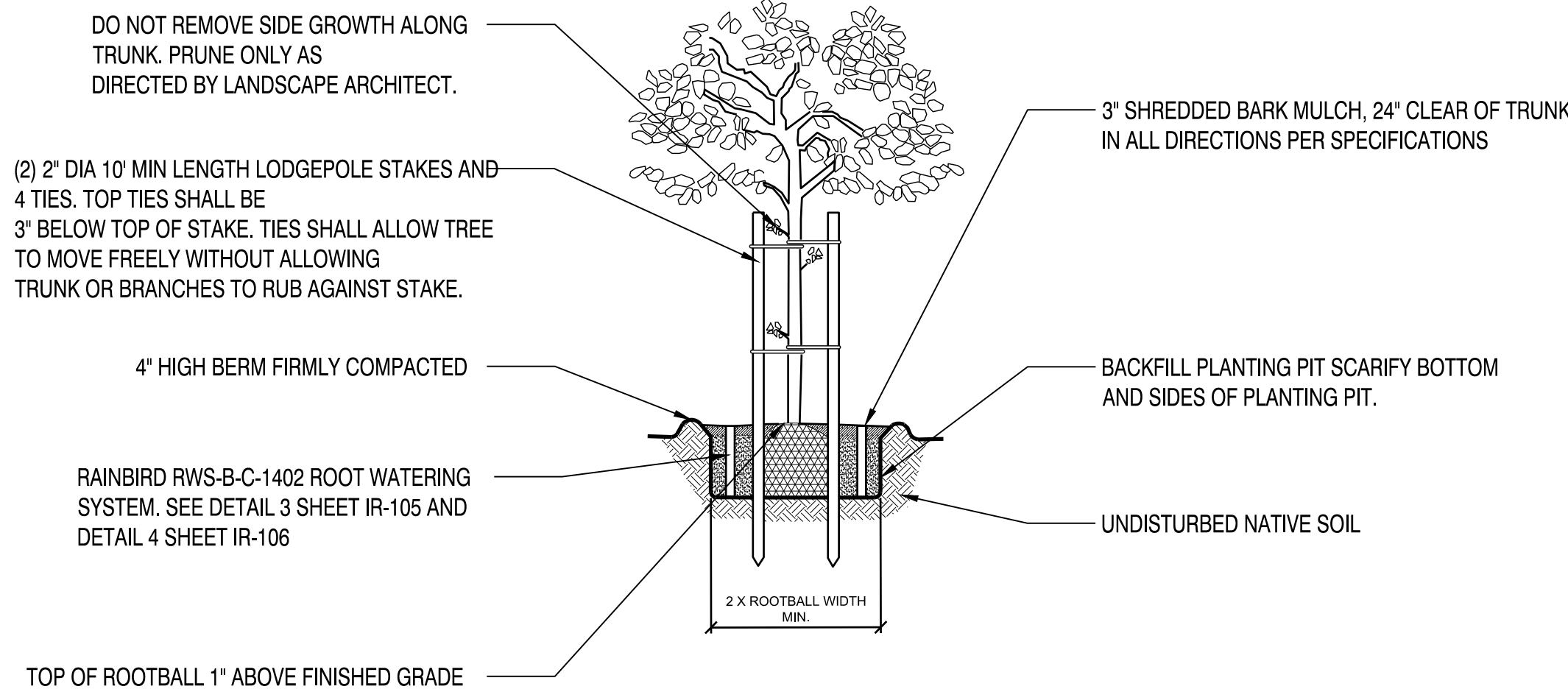
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1 2 3 4 5 6 7



PLAN



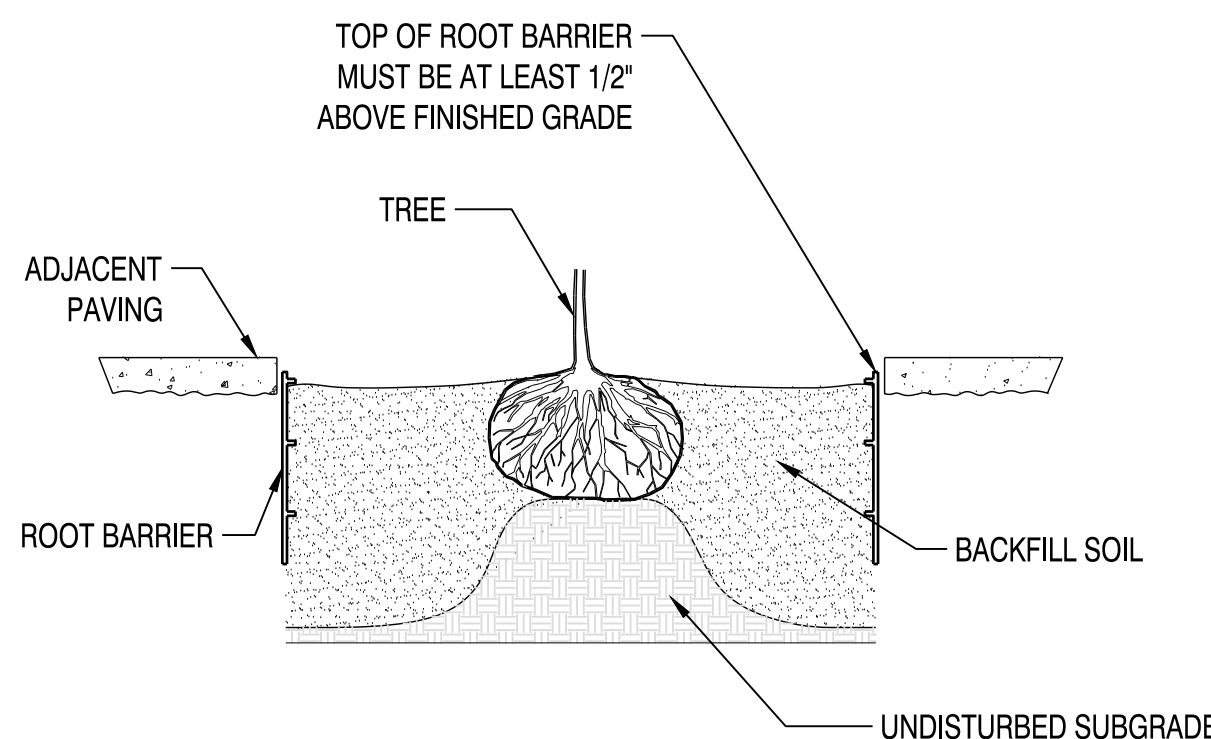
PLAN

TREE STAKES INSTALLED PARALLEL TO PREVAILING WINDS (TYP.)

- NOTES
1. DOUBLE STAKE 15 GAL AND LARGER TREES
 2. POSITION STAKES OUTSIDE OF ROOTBALL
 3. PROVIDE MINIMUM DISTANCE FROM OTHER OBJECTS AS FOLLOWS: 20' TRAFFIC SIGNALS, 12' STREET LIGHTS, 10' FIRE HYDRANTS, SEWER LINES, PAD MOUNTED EQUIPMENT, 5' FOR UNDERGROUND GAS AND ELECTRIC LINES.
 4. REFER TO IRRIGATION SHEETS FOR ALL IRRIGATION DETAILS

1 TREE PLANTING AND STAKING W/RWS

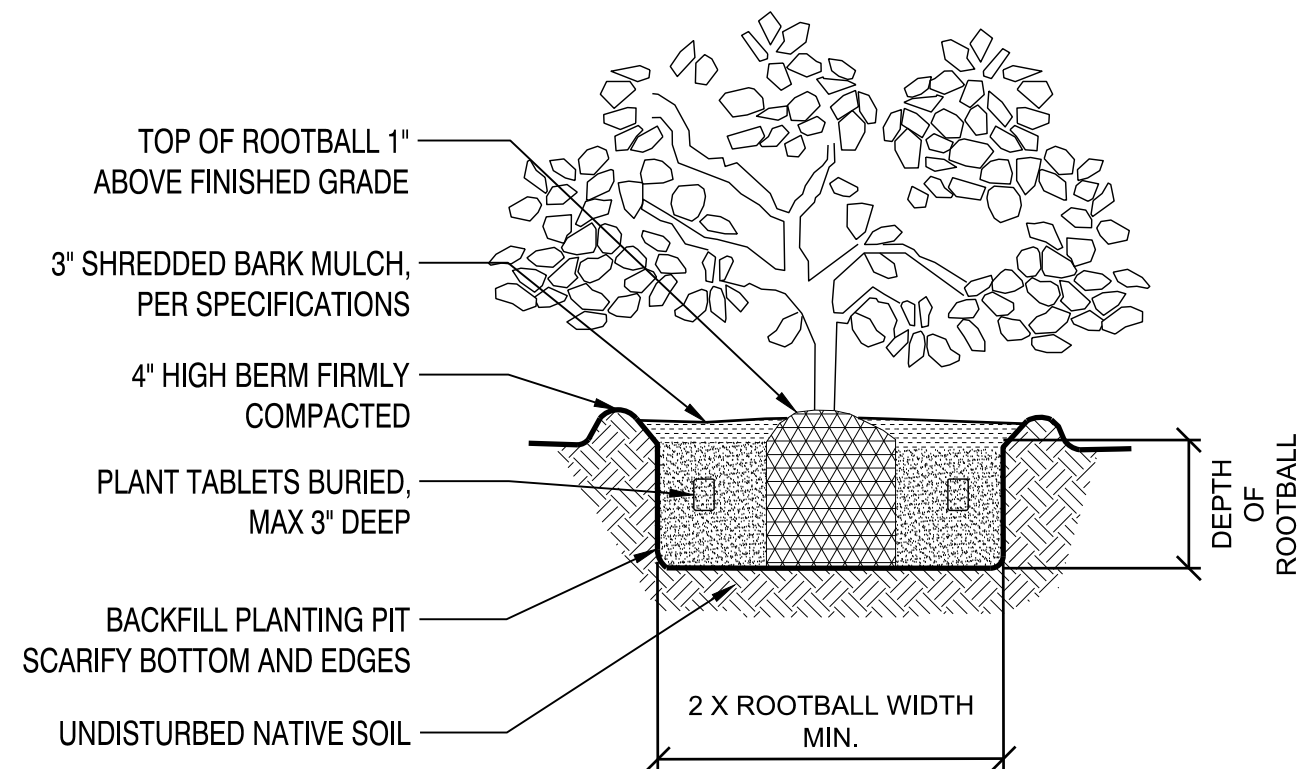
N.T.S.



- NOTES:
1. USE DEEP ROOT UB 24-2 OR APPROVED EQUAL. DEEP ROOT 800-458-7668
 2. SET ROOT BARRIER FLUSH WITH EDGE OF ADJACENT PAVING WHERE INDICATED ON PLANS.
 3. BARRIER INSTALLED IN TRENCH IN SUBGRADE WHICH IS THEN COMPACTED. BARRIER RIBS FACE TOWARD TREE ROOTBALL
 4. USE 10 PANELS OR 20 LINEAR FEET MIN PER TREE WITH TREE CENTERED

2 TREE ROOT BARRIER

N.T.S.



3 SHRUB PLANTING

N.T.S.



1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

MARK	DATE	DESCRIPTION	BY

CITY OF SOUTH EL MONTE
MERCED AVENUE GREENWAY PHASE 2

PLANTING DETAILS

Project No.: 200-73157-18001-02
Designed By:
Drawn By:
Checked By:

P-108
Sheet 52 of



City Council Agenda Report

Agenda Item No. 10.d.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: INTRODUCTION, CONSIDERATION AND APPROVAL OF FIRST READING OF ORDINANCE NO. 1283, REPEALING CHAPTERS 3.20 THROUGH 3.36 UNDER TITLE 3 OF THE SOUTH EL MONTE MUNICIPAL CODE

SUMMARY: On October 8, 2024, Staff held a Finance Workshop to seek direction from City Council regarding Title 3, Revenue and Finance, of the South El Monte Municipal Code. Staff is bringing back this item for City Council's consideration and approval to repeal Chapters 3.20 through 3.36 under Title 3 of the South El Monte Municipal Code.

RECOMMENDED ACTION: Staff recommends City Council:

1. Receive a brief presentation from City staff and pose questions to City staff; and
2. Approve the first reading of Ordinance No. 1283, repealing Chapters 3.20 through 3.36 of the South El Monte Municipal Code.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact associated with this item.

DISCUSSION: On October 8, 2024, Staff held a Finance Workshop to seek direction from City Council regarding Title 3, Revenue and Finance, of the South El Monte Municipal Code. During the Workshop, Staff presented and expressed its desire to update two Chapters under Title 3 regarding purchasing, and to repeal five Chapters regarding Funds. Staff now seeks City Council's consideration and approval of Ordinance No. 1283 to repeal the five Chapters regarding Funds.

The Governmental Accounting Standards Board (GASB) sets the accounting standards and guidance for U.S. state, local and tribal governments. GASB Statement No. 34, issued in June 1999, sets the standards for local governments in preparing financial statements. Governmental funds are defined under paragraphs 64 of GASB Statement No. 34, referencing the National Council on Governmental Accounting (NCGA). In March 1979, NCGA issued Statement No. 2, Grant, Entitlement, and Shared Revenue Accounting by State and Local Governments. Paragraph 7 of NCGA Statement No. 2

states, “Grants, entitlements, or shared revenues received for purposes normally financed through the General Fund may be accounted for or within that fund provided that applicable legal requirements can be appropriately satisfied; and use of Special Revenue Funds is not required unless they are legally mandated.”

Chapters 3.20 through 3.36 of the South El Monte Municipal Code established five funds as follows:

1. Chapter 3.20 Special Gas Tax Street Improvement Fund (1958)
2. Chapter 3.24 Recreation Revolving Fund – Special Excursions (1983)
3. Chapter 3.28 Refund Account (1983)
4. Chapter 3.32 Farmers Market Food Stamp Impressed Fund (1985)
5. Chapter 3.36 Air Quality Improvement Trust Fund (1991)

Currently, the City has about thirty-five (35) funds. Some of these funds were legally mandated, and others were created to segregate certain activities from the General Fund to improve the City’s overall accountability and transparency.

The City continues to maintain the Special Gas Tax Street Improvement Fund (Ch. 3.20) and the Air Quality Improvement Trust Fund (Ch. 3.36), which are legally mandated. However, the other three funds have not existed for many years.

Because cities are required to use Special Revenue Funds to account for grants, entitlements, or shared revenues from other governments, which are restricted contractually, or by law, to be used for a special purpose, Staff finds that Chapters 3.20 through 3.36 of the South El Monte Municipal Code are outdated and no longer necessary. Staff therefore recommend City Council adopt Ordinance No. 1283 to repeal Chapters 3.20 through 3.36 of the South El Monte Municipal Code.

ATTACHMENT(S):

- A. Ordinance No. 1283

ORDINANCE NO. 1283

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
REPEALING CHAPTERS 3.20 THROUGH 3.36 UNDER TITLE
3 OF THE SOUTH EL MONTE MUNICIPAL CODE

WHEREAS, Chapters 3.20 through 3.36 of the South El Monte Municipal Code established the following five funds:

Chapter 3.20 Special Gas Tax Street Improvement Fund (1958)

Chapter 3.24 Recreation Revolving Fund – Special Excursions (1983)

Chapter 3.28 Refund Account (1983)

Chapter 3.32 Farmers Market Food Stamp Impressed Fund (1985)

Chapter 3.36 Air Quality Improvement Trust Fund (1991)

WHEREAS, the City has approximately thirty-five (35) funds. Some of these funds were legally mandated, and others were created to segregate certain activities from the General Fund to improve the City's overall accountability and transparency;

WHEREAS, the City continues to maintain the Special Gas Tax Street Improvement Fund (Chapter 3.20) and the Air Quality Improvement Trust Fund (Chapter 3.36), which are legally mandated. However, the other three funds have not existed for many years; and

WHEREAS, because cities are required to use Special Revenue Funds to account for grants, entitlements, or shared revenues from other governments, which are restricted contractually, or by law, to be used for a special purpose, Chapters 3.20 through 3.36 of the South El Monte Municipal Code are outdated and no longer necessary and shall be repealed from the South El Monte Municipal Code.

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. Chapters 3.20 through 3.36 under Title 3 of the South El Monte Municipal Code are hereby repealed.

Section 3. The City Clerk is directed to certify to the passage and adoption of this Ordinance and to cause this Ordinance to be posted or published as required by law.

PASSED, APPROVED AND ADOPTED this 6th day of May 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 being Ordinance No. 1283, was duly passed and approved by the City Council of South El Monte, at a regular meeting of said Council held the 6th day of May 2025, and that said Ordinance was passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk



City Council Agenda Report

Agenda Item No. 10.e.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Interim Director of Community Development

SUBJECT: UPDATE ON CANNABIS BUFFER ZONE MAPS

SUMMARY: Cannabis Buffer Zone Alternatives

RECOMMENDED ACTION: Staff recommends the City Council review the provided maps and provide staff direction to maintain the current or modify the buffer zone and eligible zones within the South El Monte Municipal Code.

FISCAL/FINANCIAL IMPACT: No Anticipated Fiscal Impact

DISCUSSION: At the March 18th City Council Meeting, staff was directed to provide different variations of the Cannabis Buffer map showing alternative buffer distances as well as the inclusion of Manufacturing zoned lots. Currently, the City of South El Monte only allows for one medical/adult-use cannabis retail operator within the C (Commercial) and C-M (Commercial Manufacturing) zones. Additionally, there is currently a 1,000 foot buffer requirement from sensitive uses within the South El Monte Municipal Code. These sensitive uses are defined as:

- Other Cannabis Operations
- Alcohol or Drug Treatment Facility
- Day Care Centers
- Religious Institutions
- Schools
- Youth Centers
- City Jurisdictional Boundary
- Residential Zoned Properties
- Parks

The attached maps display the lots that would be eligible for cannabis uses. The pink lots represent the Commercial-Manufacturing zoned lots and the blue parcels represent the Manufacturing zoned lots. The table below shows the amount of parcels that each zone

provide for each of the buffer maps.

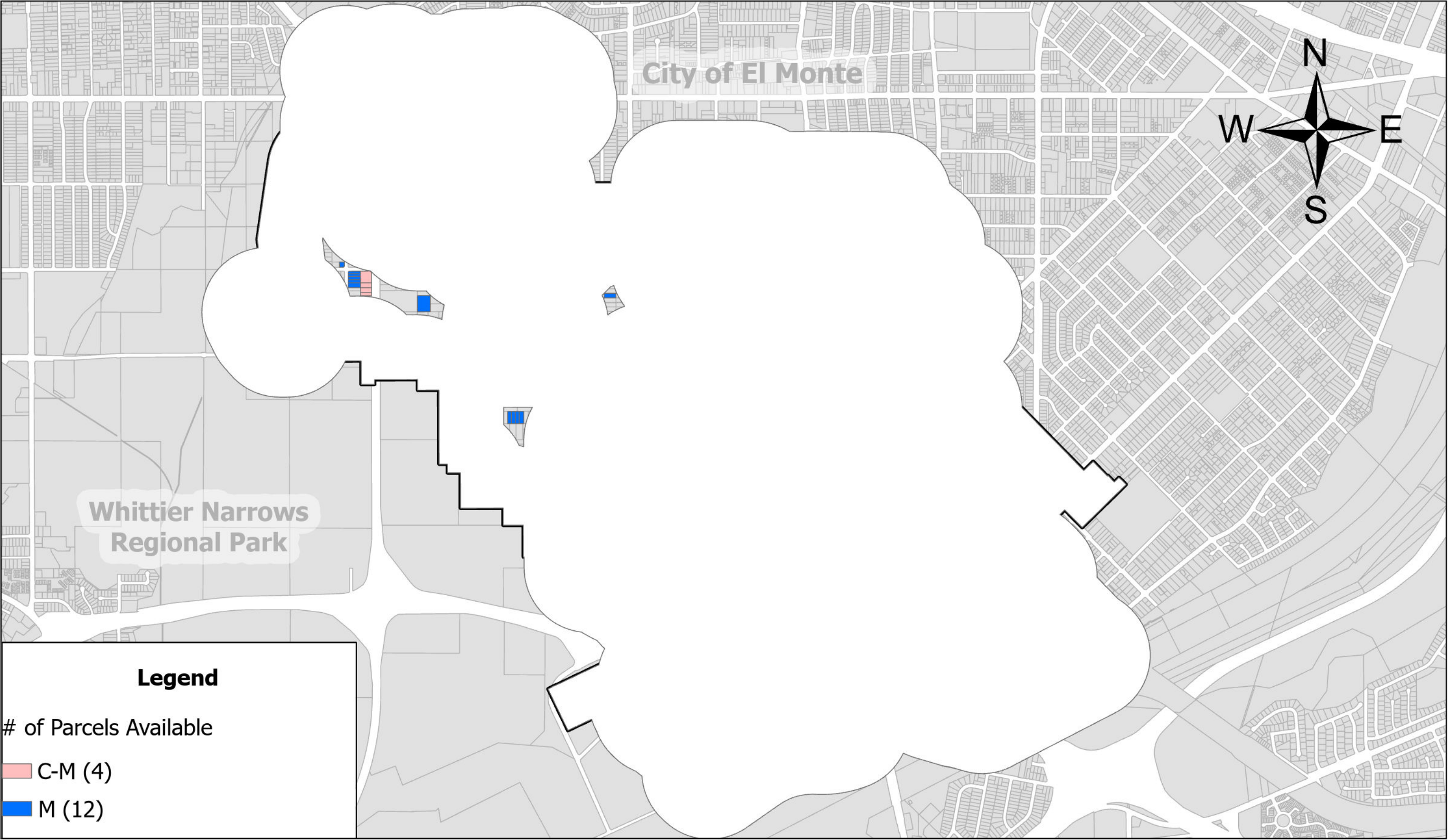
	1,000 ft. Buffer	800 ft. Buffer	600 ft. Buffer
Commercial Manufacturing	4	14	24
Manufacturing	12	77	250

The City is currently working with a consultant who will assist in evaluating future cannabis applicants to ensure that the most suitable operator is chosen to do business within the City of South El Monte.

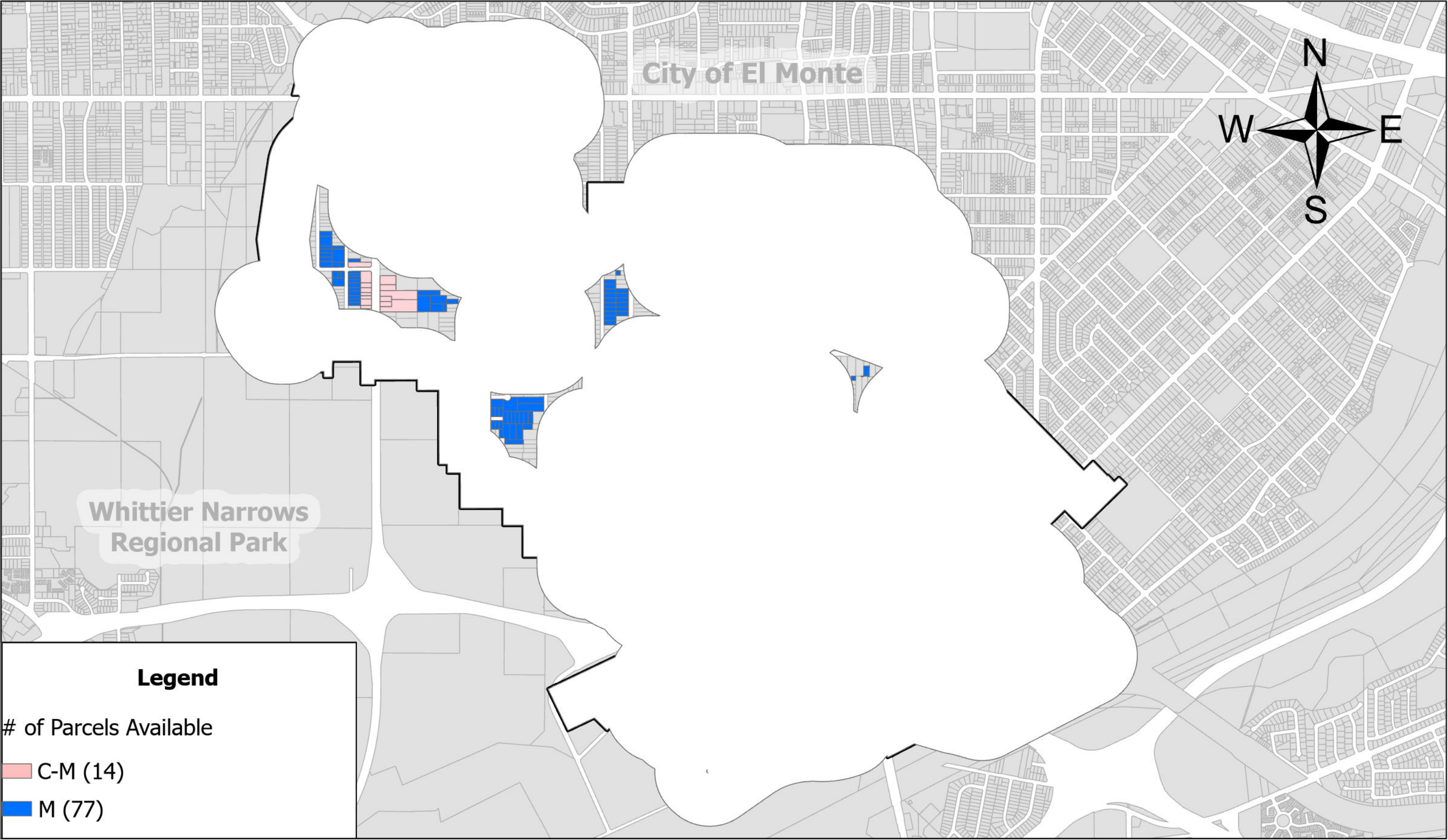
ATTACHMENT(S):

- A. Cannabis Buffer 1000ft
- B. Cannabis Buffer 800ft
- C. Cannabis Buffer 600ft

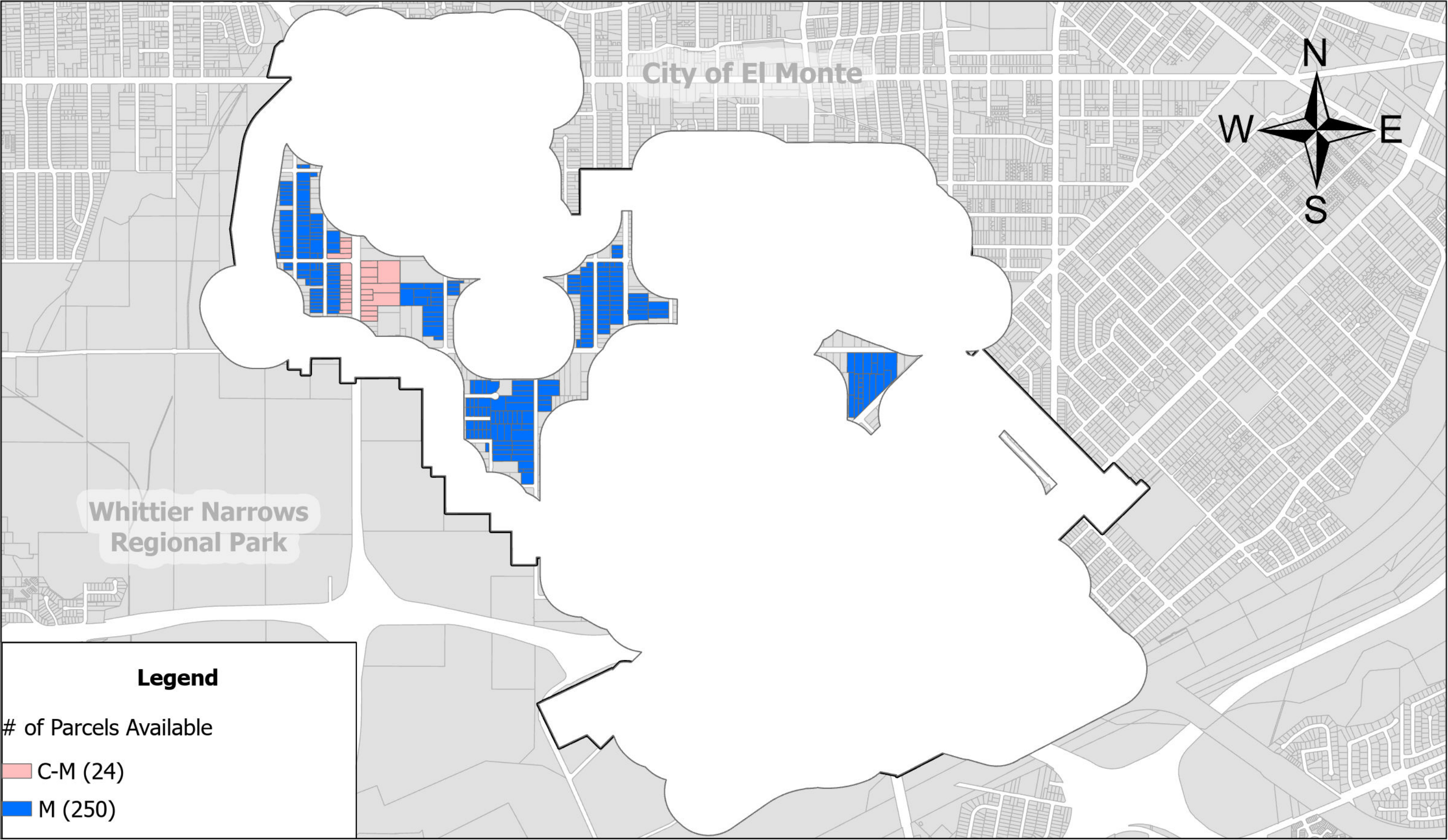
Buffer of 1000 Feet from SEM Boundary and 1000 Feet From Sensitive Uses



Buffer of 800 Feet from SEM Boundary and 800 Feet From Sensitive Uses



Buffer of 600 Feet from SEM Boundary and 600 Feet From Sensitive Uses





City Council Agenda Report

Agenda Item No. 10.f.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Danilo Batson, Interim Director of Public Works

SUBJECT: RESIDENTIAL PARKING PERMIT PROGRAM

SUMMARY: Currently, several surrounding cities, including the City of South El Monte, have what is either referred to as “residential parking permit” or “preferential parking permit” program. The City’s Municipal Code Chapter 10.13 – Residential Parking Permit Program describes the City’s program in detail on how to establish and maintain said parking program.

RECOMMENDED ACTION: Receive presentation and direct staff as appropriate.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact with this action.

DISCUSSION: On April 15, 2025, staff was directed to bring an item by the City Council regarding a residential parking permit. Currently, several surrounding cities, including the City of South El Monte, have either a “residential parking permit” or a “preferential parking permit” program, under which residents can request via a petition, signed by 2/3 of the residents on a street, a request to establish a “parking permit district” on their street. The petition needs to be completed on a city-approved petition form. The petition must be reviewed by staff and then submitted to the City Council for consideration.

The City’s Municipal Code Section 10.13 – Residential Parking Permit Program details the process and implementation of a parking permit district in South El Monte (See Attachment A). Once the City Council establishes a parking district, eligible residents are given two (2) free parking permits, with the third (3rd) and fourth (4th) permits for a fee of \$25 per vehicle permit (See Attachment B – Application to Obtain Residential Parking Permits). The number of permits issued to one residence is determined by the number of residents residing in that property, as well as the parking conditions within each district, and it is set forth in the resolution establishing each specific district. Surrounding cities have a similar fee, ranging from no cost (City of Whittier, but limited to 3 permits per residence) to \$34 per each permit (City of Long Beach). Guest parking permits are also available and issued to residents in a parking district.

Parking permits must be renewed once every two (2) years from the date of issuance

and must be displayed on the vehicle in order to avoid a citation. Currently, Lorin Avenue, north of Klingerman Street to the end of the cul-de-sac, has an established residential permit parking district, as set forth in Resolution No. 18-05. (See Attachment C – Resolution No. 18-05).

ATTACHMENT(S):

- A. City of South El Monte Municipal Code 10.13 - Residential Parking Permit Program
- B. Parking Permit Application
- C. Resolution No. 18-05, Establish Permit Parking District- Lorin Ave. North of Klingerman St. to End of Cul-De-Sac

ATTACHMENT A

City of South El Monte, CA
Tuesday, April 29, 2025

Title 10. Vehicles and Traffic

Chapter 10.13. RESIDENTIAL PARKING PERMIT PROGRAM

§ 10.13.010. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Guest" means any person visiting or intending to visit, for any purpose, either a resident or merchant located in a residential parking district.

"Merchant" means a person who, as proprietor, operates a commercial business involved in the retailing of goods or services within a residential parking district.

"Permit" means a permit issued to an individual to park in a residential parking district in the city.

"Residence" means a house, apartment, condominium, mobile home or other type of dwelling, in conformance with the city's zoning ordinance and related zoning maps, having an address assigned consistent with the house numbering maps maintained by the city. An apartment having numbers or letters assigned in addition to the street address shall be deemed to be a residence.

"Resident" means a person who lives in a residence located in a residential parking district.

"Residential parking district" or "district" means certain public streets or portions thereof, including residences and businesses adjacent thereto, designated by the resolution establishing the district, wherein vehicles displaying a valid permit applicable to that district shall be exempt from parking restrictions established pursuant to this chapter.
(Ord. 1220 §1, 2018)

§ 10.13.020. Establishment of districts.

- A. The city council may by resolution, upon first convening a public hearing and providing notice to property owners of record and/or lawful lessees of properties within three hundred feet of the proposed residential parking district, designate a public street or streets, or portions thereof, together with residences and/or businesses adjacent thereto, as a residential parking district.
- B. A proposal to create a residential parking district may be brought to the city council by staff, or at the city council's discretion, or upon receipt of a petition signed by no less than two-thirds of all property owners of record and/or lawful lessees of properties comprising all developed frontage of the public street or streets proposed for designation. Any person signing such a petition may be required to provide satisfactory evidence that he or she satisfies the requirements of this section. The city council retains discretion to approve or disapprove petitions to create residential parking districts.
- C. When districts are formed by resolution, the resolution should identify various district parameters including but not limited to permit expiration dates, hourly parking limitations, eligibility criteria for permittees, and the number of permits to be issued.
(Ord. 1220 §1, 2018)

§ 10.13.030. Issuance of permits.

- A. Permits shall be issued by the city manager or designee. Each permit issued shall remain property of the city at all times. The first two permits are free. If a third or fourth permit for the same residence is approved, the fees will be as follows: twenty-five dollars for the third permit and twenty-five dollars for the fourth permit.
- B. The number of permits to be issued to any one residence shall be determined by the number of residents, as well as the parking conditions within each district, and shall be set forth in the resolution establishing the district.
- C. Permits may be issued only to the following persons: residents, or guests within specified districts.
- D. Each permit will be assigned to a specific vehicle and shall not be transferable to other vehicles or other residents. The permit shall be issued containing city logo, expiration date, and permit ID number which will be linked to the resident's address. Permits must be visible from the street side of the parked vehicle.
- E. Permits must be renewed once every two years from the date of issuance.
- F. Display of a permit that has been declared null and void, may result in the vehicle's owner being cited for a parking violation.
- G. Permits which have been issued can be revoked for failure to comply with the conditions and restrictions set forth in the RPPP.
- H. Any person whose parking permit(s) has been revoked shall not be issued new permits until expiration of a period of one year following the date of revocation.
(Ord. 1220 §1, 2018)

§ 10.13.040. Posting signs in residential parking districts.

Upon the adoption by the city council of a resolution designating a residential parking district and the specific parking regulations applicable thereto, the city manager or designee shall cause signs to be erected in the district, indicating prominently thereon the parking restrictions and that motor vehicles with valid permits shall be exempt therefrom.
(Ord. 1220 §1, 2018)

§ 10.13.050. Exemption from parking restrictions.

- A. A motor vehicle displaying a valid permit affixed to the vehicle's front window and visible from the street side of the parked vehicle, or displayed as otherwise directed by the public works director in writing, may park or be parked in the district for which the permit is issued without being subject to parking restrictions in this chapter or any following resolution establishing the residential parking district; provided, however, that nothing herein shall affect or excuse a violation of any other provision of this Code, the California Vehicle Code, the Streets and Highway Code, or any other laws applicable to the parking of motor vehicles.
- B. A residential parking permit shall not guarantee or reserve to the permittee an on-street public parking space within any district.
(Ord. 1220 §1, 2018)

§ 10.13.060. Vehicles excepted from this chapter.

No person shall, without a permit, park any motor vehicle in a residential parking district in violation of any parking restrictions set forth herein or in a following resolution establishing a residential parking district, excepting the following:

- A. Repair, maintenance, refuse, utility, fuel or delivery vehicles doing business in the district.
- B. Vehicles delivering life support and health commodities to residential areas or schools located in the residential parking district.
- C. Police vehicles and other public safety or emergency vehicles operated by or under the authority of a governmental entity while engaged in the performance of official duties.
- D. Any other vehicle expressly authorized by law to park within the district, notwithstanding the provisions of this chapter.
(Ord. 1220 §1, 2018)

§ 10.13.070. Application for and term of permit.

- A. Each resident desiring to obtain a permit shall submit an application on such form as may be provided by the city. No permit shall be issued unless the applicant is at least eighteen years of age, possesses a valid California driver's license, and is a resident within the district to be established. Residency shall be established by a valid driver's license with current address within the district or at least two utility bills. Permit issuance is subject to terms and conditions as may be set forth in this chapter or in the resolution establishing the district.
- B. Each permit shall be valid for the period of two years, and may be renewed in accordance with procedures set forth in the resolution establishing the district or in the manner provided for a new permit if no such procedures have been established.
(Ord. 1220 §1, 2018)

§ 10.13.080. Prohibited activities.

- A. Unless exempted by provisions of this chapter, no person shall park a motor vehicle in any residential parking district in violation of any parking restrictions set forth in this chapter or resolution establishing a residential parking district.
- B. No person shall falsely represent himself/herself as eligible for a parking permit or furnish false information in an application for a permit.
- C. No permit issued pursuant to this chapter shall thereafter be assigned, transferred or used for any consideration, monetary or otherwise. Only the person to whom a permit has been issued or his or her minor child with a valid California driver's license or learner's permit may use the permit. This section does not apply to guest permits, which are governed by Section **10.13.100**.
- D. No person shall copy, produce or create a facsimile or counterfeit parking permit, nor shall any person use or display a facsimile or counterfeit residential parking district permit.
- E. No person shall display a permit that has been revoked.
(Ord. 1220 §1, 2018)

§ 10.13.090. Permit revocation.

- A. The permit of any permittee who has violated the provisions of subsection **B, C, D, or E** of Section **10.13.080** may be immediately revoked upon written notice by the city of the permit revocation. Upon notification of such revocation, the permittee shall, within fifteen business days of the date of such notice, either surrender the permit or file a written request with the city clerk for a hearing before the city manager or designee.
- B. Any written request for a hearing must be received within that fifteen-day period to be considered timely, and upon receipt of a timely request, the revocation shall be stayed pending a final decision following the hearing.
- C. A hearing shall be held by the city manager or designee, no less than ten business days (or such later date as may be agreed upon by the city manager and the permittee), after the date notice of the hearing is mailed by first class mail, postage prepaid, to the permittee. At the hearing, any person may present evidence or argument as to whether the permit should be revoked.
- D. The city manager or designee, may give oral notice of the decision at the close of the hearing, or may send notice of the decision by mail to the permittee. The decision shall be final. If the decision to revoke is sustained following the hearing, the permittee shall, within twenty-four hours, surrender the permit to the city clerk.
- E. Any revoked permit not timely surrendered shall immediately be deemed null and void, and of no force or effect.
- F. No permittee who has had a permit revoked may re-apply for another permit for twelve months following the effective date of the revocation.
(Ord. 1220 §1, 2018)

§ 10.13.100. Guest permits.

Any rules governing the issuance of guest permits shall be as set forth in the resolution establishing the district. Typically guest permits would be valid for one day or multiple days not to exceed a seven-day period.
(Ord. 1220 §1, 2018)

§ 10.13.110. Dissolving a district.

A petition signed by two-thirds of the residents within the district is required to dissolve a parking district. A resolution to city council will be submitted for their final approval.
(Ord. 1220 §1, 2018)

§ 10.13.120. Penalties.

- A. It is unlawful for any person including but not limited to the registered owner of the vehicle to violate any provision, or fail to comply with any of the requirements of subsections **A** through **E** of Section **10.13.080**.
- B. Civil Remedies Available. A violation of any of the provisions of this chapter shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance.
- C. The penalties in this section are not exclusive, and are in addition to any other lawful penalties pursuant to state or local law.
(Ord. 1220 §1, 2018)

ATTACHMENT B



City of South El Monte

Application to obtain Residential Parking Permits

Property Owner/Resident Information:
Name:
Address:
Phone #:
E-Mail:
Proof of Residency (attach a copy of a recent utility bill)

Eligible residents are given 2 free parking permits. The 3rd permit is available at \$25 and a 4th permit is available at \$25. The parking hanger permit should be placed on the rear-view mirror when vehicle is parked in the street. The parking hanger permits are not assigned to a specific vehicle and can be used on any vehicle that is listed below owned by residents living at the above address. Guest permits are NOT to be used for vehicles registered at the residence. Each resident will receive a booklet of guest passes to be used for guests. If a parking hanger permit is not displayed or displayed incorrectly, a parking citation may be issued to the vehicle. Parking hanger permits are NOT to be distributed to anyone other than the eligible resident. If it is discovered that an eligible resident purchased and distributed a parking hanger permit to an ineligible resident of the program, the parking hanger permit(s) may be confiscated and the resident may be banned for a limited period from purchasing future parking hanger permits. The parking hanger permits require a renewal every two years from the date of issue. Please contact 626-579-6540 to make an appointment.

Only vehicles listed below will be assigned a parking decal

Vehicle Make, Model	Year, Color	License Plate Number	New Parking Permit Number Assigned by City Staff	Exp. Date

I understand and agree to the above terms and rules of the parking permit program.

Name:
Signature:

ATTACHMENT C

RESOLUTION NO. 18-05

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE ESTABLISHMENT OF A PERMIT PARKING DISTRICT ON LORIN AVENUE NORTH OF KLINGERMAN STREET TO THE END OF THE CUL-DE-SAC IN ACCORDANCE WITH SOUTH EL MONTE MUNICIPAL CODE CHAPTER 10.13

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1: The City Council finds and declares as follows:

- A. California Vehicle code Section 22507 authorizes the establishment, by city council action, of permit parking programs in residential neighborhoods.
- B. This resolution is adopted in accordance with South El Monte Municipal Code (“SEMMC”) Chapter 10.13 for the purpose of establishing a parking permit district.

SECTION 2: Pursuant to SEMMC 10.13.020 the City Council makes the following findings:

- A. The residents of Lorin Avenue submitted a petition requesting the establishment of a parking district on Lorin Avenue, North of Klingerman Street to the end of the cul-de-sac. The parking district restriction request is for 24/7.
- B. The petition was signed by residents of 13 of the 18 residential properties on Lorin Avenue north of Klingerman to the end of the cul-de-sac, or 72% of the residential properties, surpassing the 66% minimum requirement for establishing a parking district.

SECTION 3: Pursuant to SEMMC 10.13.030 the City Council approves the first two parking permits free of charge and the 3rd permit at \$25 and the 4th permit at \$25 as follows:

- A. Each residence will receive a guest booklet with 100 slips to use for guest parking. These booklets will be made available for all residential properties within the proposed parking district. Typically the guest pass is good for one day, or multiple days not to exceed 7 days for visitors.

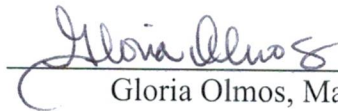
SECTION 4: This resolution shall become effective upon the effective date of Ordinance No. 1220, which ordinance added Chapter 10.13 to the Municipal Code.

SECTION 5: Pursuant to SEMMC 10.13.080 the City Council established the following prohibited activities:

- A. Unless exempted by provisions of this chapter, no person shall park a motor vehicle in any residential parking district in violation of any parking restrictions set forth in this chapter or resolution establishing a residential parking district.
- B. No person shall falsely represent himself/herself as eligible for a parking permit or furnish false information in an application for a permit.
- C. No permit issued pursuant to this chapter shall thereafter be assigned, transferred or used for any consideration, monetary or otherwise. Only the person to whom a permit has been issued or his/her minor child with a valid California driver's license or learner's permit may use the permit. This section does not apply to guest permits, which are governed by Section 10.13.100.
- D. No person shall copy, produce or create a facsimile or counterfeit parking permit, nor shall any person use or display a facsimile or counterfeit residential parking district permit.
- E. No person shall display a permit that has been revoked.

SECTION 6: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of January, 2018.


Gloria Olmos, Mayor

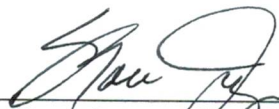
ATTEST:


Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 18-05, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 23rd day of January, 2018 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk



City Council Agenda Report

Agenda Item No. 12.a.

DATE: May 6, 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: LETTER FROM SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF SHIVELY PARK FIELD TO HOST THE UNITY IN THE COMMUNITY EVENT

SUMMARY: South El Monte Community Outreach ("SEMCO") is requesting a facility fee waiver for the use of Dean L. Shively ("Shively") Park on Saturday, July 19, 2025, from 8:00 a.m. to 8:00 p.m. to host the Unity in the Community event.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility fee waiver request by SEMCOC in the amount of \$1,100.00.

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fee in the amount of \$1,100.00.

DISCUSSION: SEMCO is a faith-based non-profit community partner who sponsors and supports City events and programs. They enhance community events by coordinating volunteers to assist with staffing and distributing free popcorn, snow cones, or ice cream floats. SEMCO also provides family resource programs such as meal assistance, clothing drives, and spiritual counseling to the members of the community.

SEMCO, in partnership with the Union Station Homeless Services, Los Angeles Homeless Services Authority, local non-profit groups, and other faith-based organizations, wishes to host a community resource fair called the "Unity in the Community," providing an array of resources and activities to the members of the South El Monte community. The Unity in the Community event is proposed to be held on Saturday, July 19, 2025, from 8:00 a.m. to 8:00 p.m. at Shively Park. In order to host this event, SEMCO is requesting that the City Council discuss and consider a facility fee waiver in the amount of \$1,100.00 for the use of Shively Park.

ATTACHMENT(S):

- A. South El Monte Community Outreach Fee Waiver Request Letter
- B. South El Monte Community Outreach Reservation Application

April 21, 2025

Honorable Mayor Gloria Olmos and City Councilmembers
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

RE: Invitation to Present at the Unity in the Community Event & Facility

Use waiver

We would like to thank you for the opportunity to discuss our vision to bring resources to the City of South El Monte. I am the new pastor at South El Monte Community Outreach (SEMCO) where we conduct homeless outreach services throughout the community. We are collaborating with Union Station Homeless Services (USHS) and other faith based organizations (FBO) to bring an array of services including governmental agencies, Nonprofit Organizations (NPO), and Community Based Organizations (CBO) to the community. These resources are intended to assist individuals and families who are on the verge of being homeless or living on the streets.

Our coalition of faith leaders are from various parts of South el Monte, El Monte, and neighboring communities. We would like to invite Mayor Olmos and City Councilmembers to the Unity in the Community event scheduled for either Saturday, July 19 or Saturday, July 26, 2025. We are also requesting the facility fees to be waived as we are serving the South El Monte community with homeless resource services. As mentioned, the event will include CBOs, NPOs, and County agencies to provide one-on-one support to those in need during the Resource Fair. The event will also include worship bands, evangelism, and food vendors.

We anticipate approximately 200 people joining us on the day of the event. We also anticipate having security guards to provide safety and security. The coalition of faith leaders will also be in attendance engaging individuals and families about the services they provide in the South El Monte and neighboring communities. We look forward to fellowshiping with the community while sharing the truths we confess.

Robert Bravo

Pastor

South El Monte Community Outreach (SEMCO)

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Robert Bravo	Organization/Business: South El Monte Community Outreach Church		
Address:	City: South El Monte	Zip Code: 91733	
Home Phone:	Work Phone:		
Cell Phone:	Email:		

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		Shively and New Temple
☐ Parking Lot			☒ Field
			☒ Picnic Area
			☐ Field
			☐ Picnic Area
Date of Event:	<u>June 19, 2025</u>	Day(s): <u>Saturday</u>	Estimated Attendance: <u>200</u>
Purpose of Event/Function:	<u>Unity Community Event</u>		
Reservation Time:	8:00 am	to	8:00 pm
Kitchen Hours:		to	
		Set up Time:	8:00 am to 10:00 pm
		Clean up Time:	6:00 pm to 8:00 pm
Will the event be open to the public?	☒ yes		
Will there be entertainment?	☒ yes		
Will food be served?	☒ yes		
Will alcohol be served?	☐ no		
Portable Stage needed?	☐ no		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ Date: _____

OFFICE USE ONLY

☐ update 7/11/18



ATTACHMENT B

APPROVED

DENIED

Recreation Services Designee _____ Date: _____

ATTACHMENT B

City of South El Monte Recreation Services Department

APPLICANT NAME: _____ DATE OF USE: _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Fee	\$ 50 x 12 Hours	\$ 600.00
Staff Fee	\$ x # Staff x Hours	\$ NA
Security Guard Fee	\$ x # Guard (s) x Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency has Provided	\$ NA
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$ 1,100.00

of Round Tables: 0

of Rectangle Tables: 0

of Chairs 0

Table and Chair Ratio

6 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

.....

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$_____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

ATTACHMENT B

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____



City Council Agenda Report

Agenda Item No. 13.a.

DATE: May 6, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: COUNCILMEMBER LARRY RODRIGUEZ

1. Discussion/Direction/Action to form a city committee for the LA 2028 Summer Olympics.
2. Donation of \$500 to the New Temple Elementary Science Olympiad Team.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None