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

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

CITY OF SOUTH EL MONTE

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

AGENDA

June 17, 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/Boardmembers: Acosta, Bojorquez, Rodriguez, Mayor Pro Tem/Vice Chair Delgado, and Mayor/Chair Olmos

2. PLEDGE OF ALLEGIANCE

Councilmember Manuel Acosta

3. INVOCATION

Pastor Benjamin Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Certificate of Recognition for long-time South El Monte resident, Ms. Esther De La Rosa, on her 100th Centennial Birthday!!

4.b. Sheriff's Department Report for the Month of May 2025

4.c. Code Enforcement and Public Safety Department Report for the Months of April and May 2025

4.d. Public Works Department Report

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 - CITY COUNCIL

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

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 3, 2025

Staff is requesting approval of Minutes for the June 3, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the June 3, 2025, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-053, APPROVING WARRANTS FOR THE PERIOD OF JUNE 4, 2025, THROUGH JUNE 17, 2025

Authorizing payment of City expenditures for the period of June 4, 2025, through June 17, 2025, totaling $1,639,504.96.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-053, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-054, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND PHOENIX GROUP INFORMATION SYSTEMS FOR CITATION PROCESSING AND ADMINISTRATION CITATION PROCESSING SERVICES

Since June 25, 2019, Phoenix Group Information Systems has provided citation processing and administration citation processing services for the City's Code Enforcement and Public Safety Divisions. Staff is recommending an extension to the current Professional Services Agreement through June 30, 2026, at the current not to exceed amount of $55,000, to allow the City to undergo a Request for Proposals process.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-054, approving Amendment No. 1 to the Professional Services Agreement for Citation Processing Services between the City and Phoenix Group Information Systems.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-055 APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND WGJ ENTERPRISES INC. (DBA PCI) FOR CITYWIDE STRIPING MAINTENANCE SERVICES

On April 23, 2024, the City Council awarded an Agreement for Contract Services for citywide striping maintenance services to WGJ Enterprises, Inc. (dba PCI). The Public Works Department Street Maintenance Division has overseen the contract. A request to extend the agreement is being presented to the City Council.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-055 approving Amendment No. 1 to the Contract Services Agreement between the City and WGJ Enterprises, Inc., for citywide striping maintenance services.

Consent Calendar – City Council Items 7.e. and 7.f. next page.

CONSENT CALENDAR – CITY COUNCIL (CONTINUED)

7.e. APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR AN INFRASTRUCTURE VALUATION SERVICE IN ACCORDANCE WITH GASB 34 AND 51

Staff seeks City Council's approval to solicit proposals from qualified firms to provide an infrastructure valuation service in accordance with GASB 34 and 51.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for an infrastructure valuation service in accordance with GASB 34 and 51.

7.f. CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO SOLICIT PROPOSALS THROUGH THE REQUEST FOR PROPOSAL PROCESS (RFP) FOR A THIRD-PARTY INDEPENDENT REVIEW OF A MITIGATED NEGATIVE DECLARATION AND RELATED TECHNICAL STUDIES IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The City of South El Monte is requesting proposals from qualified professional firms to provide the City with a peer review of a Mitigated Negative Declaration report and related technical studies.

RECOMMENDED ACTION: Staff recommends City Council approve the issuance of a RFP to provide peer review of a Mitigated Negative Declaration (MND) and related technical studies RFP substantially in the form attached to the agenda report, subject to minor revisions by the City Attorney, and authorize the City to solicit proposals.

8. CONSENT CALENDAR - SUCCESSOR AGENCY

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

8.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR APRIL 15, 2025

Staff is requesting approval of the Minutes of the April 15, 2025, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the April 15, 2025, Successor Agency Meeting.

9. PUBLIC HEARINGS

9.a. CONSIDERATION AND APPROVAL OF THE AB 2561 REQUIREMENTS

Effective January 1, 2025, AB 2561 requires public agencies to monitor and track job vacancies once per fiscal year and before the adoption of the final budget, present information about job vacancy status and the agency's recruitment and retention efforts at a public hearing before the governing body.

RECOMMENDED ACTION: Staff recommends City Council approve finding from staff that all AB 2561 requirements have been met.

10. GENERAL BUSINESS

10.a. FISCAL YEAR (FY) 2025-2026 ANNUAL BUDGET STUDY SESSION

On June 3rd, 2025, the City held its first FY25-26 Annual Budget Study Session. At that meeting, staff made a presentation to City Council summarizing the General Fund's FY25-26 Proposed Budget, its 5-Year Financial Forecast, and the causes of the main changes in those financial forecasts. The General Fund's FY25-26 Proposed Budget showed a deficit of $448,744 and growing over the next five years. City Council and staff discussed, and agreed that the City must "tighten its belts" before pursuing any additional tax revenues.

RECOMMENDED ACTION: At the June 3rd FY25-26 Annual Budget Study Session, City Council raised various questions and proposed solutions for the City to "tighten its belts". Staff have gathered information to answer those questions and assessed the feasibility of the solutions proposed. Staff recommends City Council review the answers, discuss, and provide further direction to staff towards finalizing the FY25-26 budget.

10.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-056, ADOPTING THE CITY'S FISCAL YEAR (FY) 2025-26 GANN APPROPRIATION LIMIT

A Resolution to approve the FY 2025-26 for the City of South El Monte pursuant to Article XIIIB of the State of California Constitution.

RECOMMENDED ACTION: City staff recommends City Council adopt Resolution No. 25-056, establishing the City's Appropriation (Gann) Limit at $195,006,820 for FY 2025-26.

10.c. CONSIDERATION OF APPOINTMENTS TO HOMELESS COMMISSION

Appointments to be made to the Homeless Commission, which is a five-member commission.

RECOMMENDED ACTION: Staff recommends City Council consider appointing five individuals seeking appointment to the Homeless Commission.

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.

12. CORRESPONDENCE - None

13. COUNCILMEMBERS' AGENDA

13.a. COUNCILMEMBER MANUEL ACOSTA

1. Discussion/Action: An ordinance be written to mitigate foul odors of tobacco and marijuana smoke.

2. Discussion/Action: Consider holding a Town Hall meeting with experts and organizations that have direct experience with cannabis and the impact cannabis businesses have on a community.

13.b. MAYOR GLORIA OLMOS

Discussion/Action: Consideration of purchasing benches with handles to be placed at the Community Center.

14. CLOSED SESSION

14.a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (one potential case).

15. ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY MEETING

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, July 1, 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 June 12, 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: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Certificate of Recognition for long-time South El Monte resident, Ms. Esther De La Rosa, on her 100th Centennial Birthday!!

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 4.b.

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

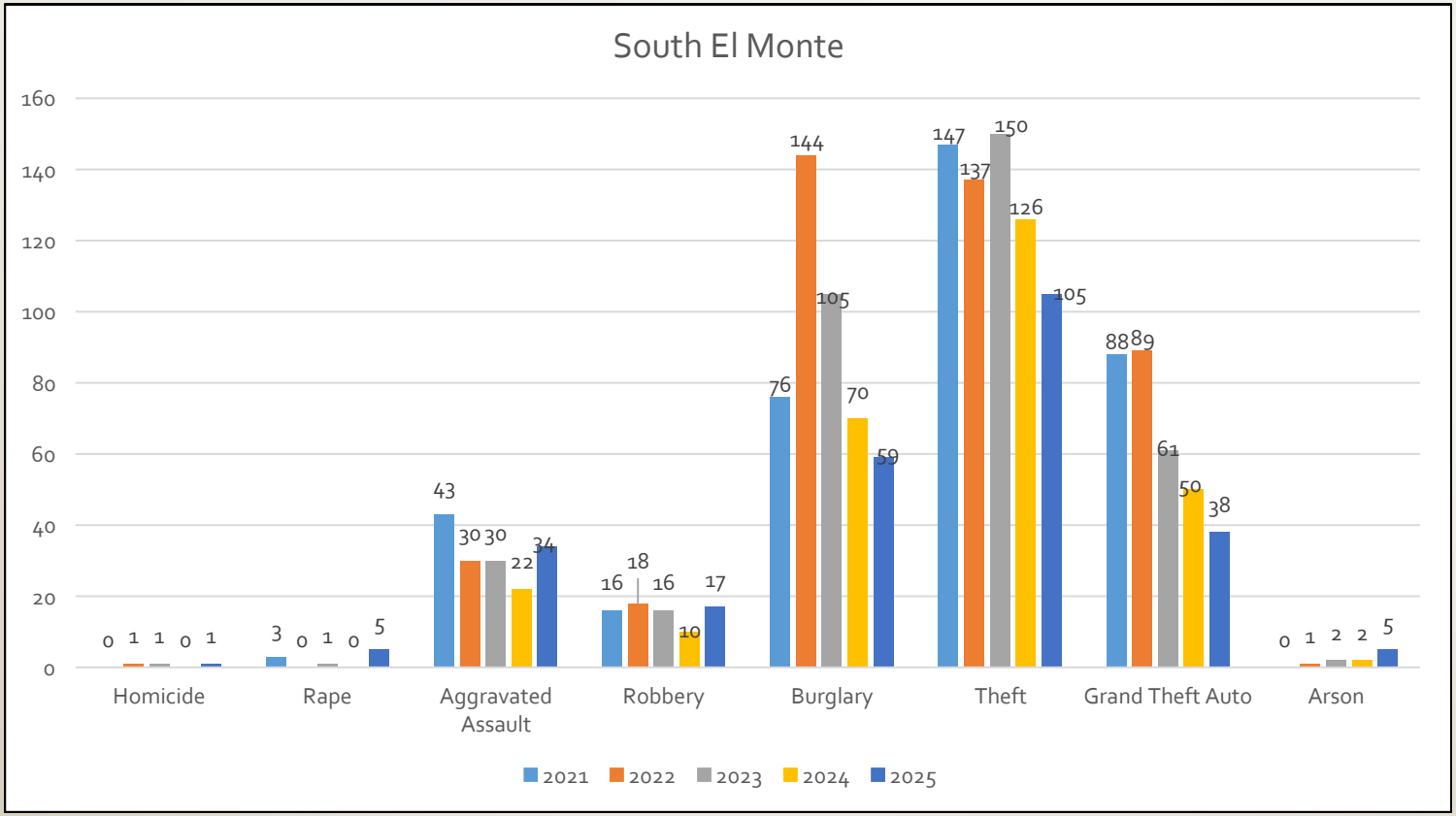
ATTACHMENT(S):

A. SoElMo_May25

South El Monte
May 2025

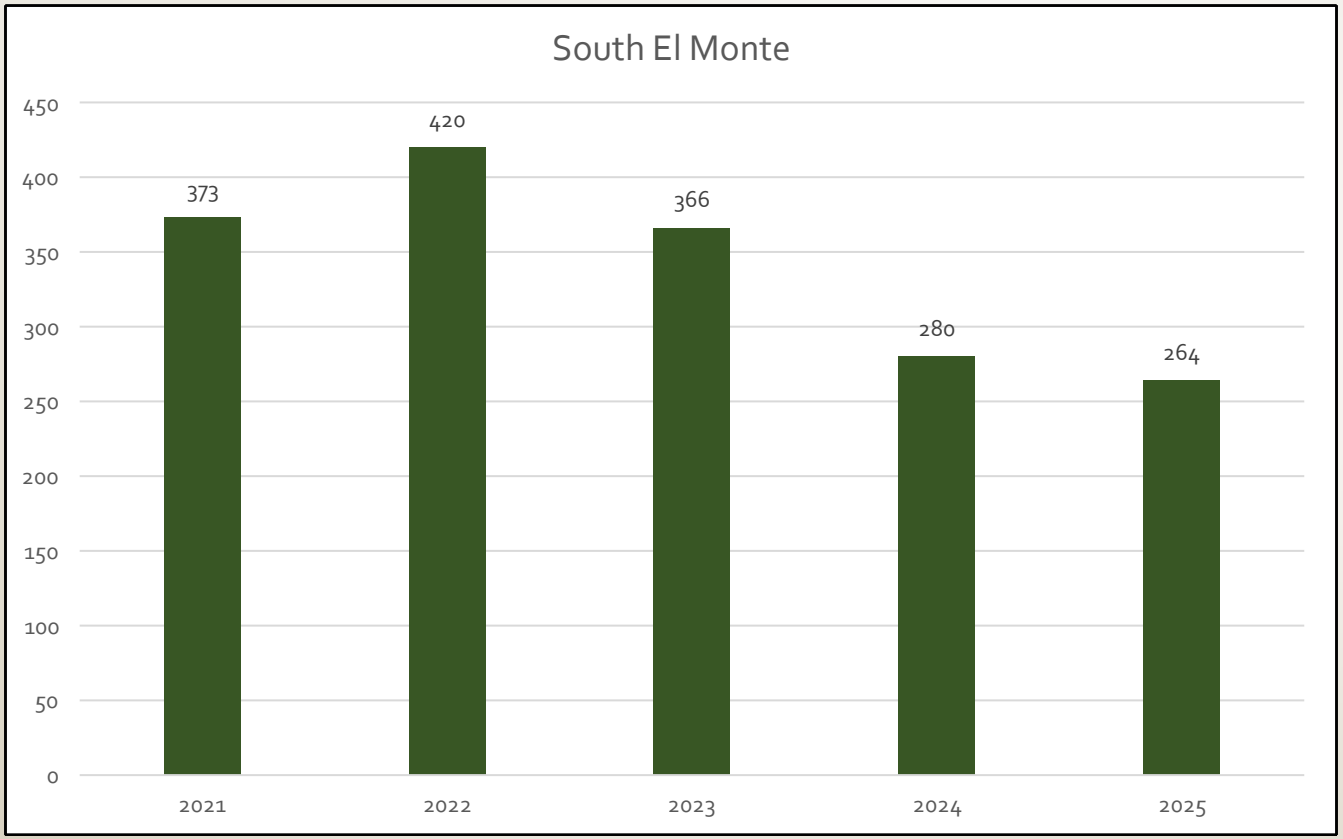
Crime Statistics

South El Monte
Part I Crime Statistics – May 2021-2025 YTD



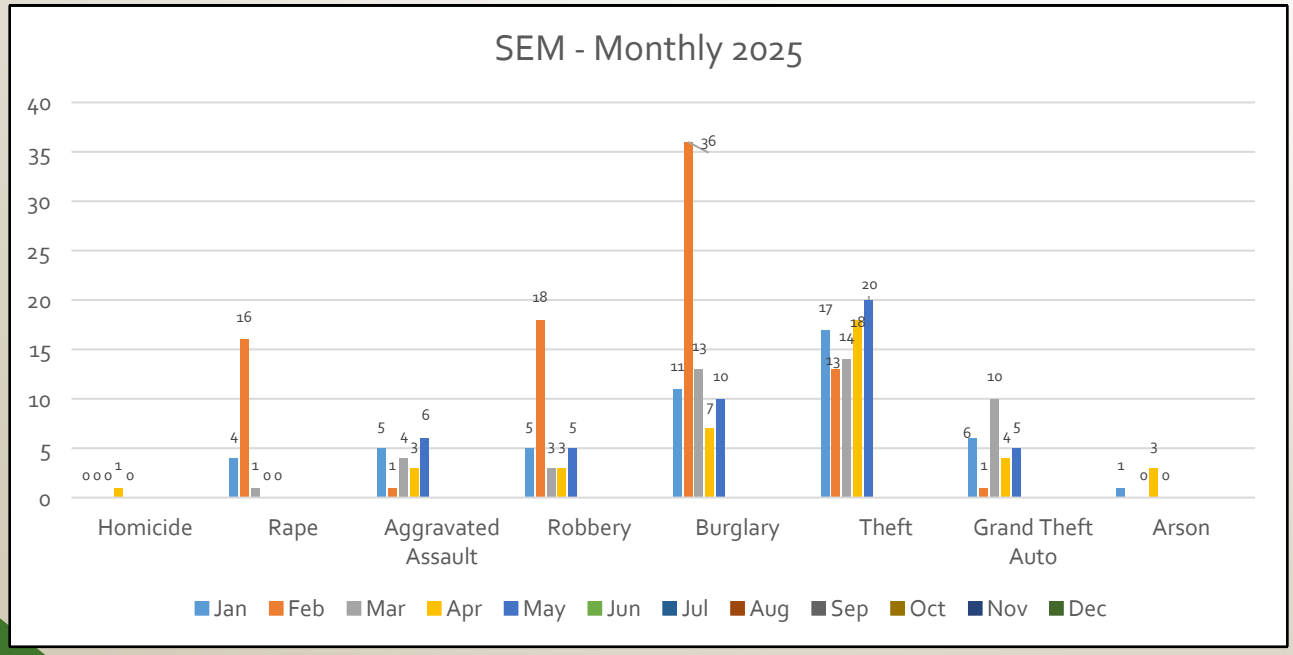
South El Monte	1 yr % change	4 yr % change
Homicide	NC	NC
Rape	NC	67%
Aggravated Assault	55%	-21%
Robbery	70%	6%
Burglary	-16%	-22%
Theft	-17%	-29%
Grand Theft Auto	-24%	-57%
Arson	150%	NC
Total	-6%	-29%

South El Monte
Part I Crime Statistics – May 2021-2025 YTD



South El Monte
Part I Crime Statistics – 2025 Monthly Breakdown & Arrests YTD

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	1	0								1
Rape	4	0	1	0	0								5
Aggravated Assault	5	16	4	3	6								34
Robbery	5	1	3	3	5								17
Burglary	11	18	13	7	10								59
Theft	17	36	14	18	20								105
Grand Theft Auto	6	13	10	4	5								38
Arson	1	1	0	3	0								5
Total	49	85	45	39	46	0	0	0	0	0	0	0	264



Arrests	
2024	433
2025	343

South El Monte	YTD
Res Burg	2
Other Burg	57
Petty Theft	46
Grand Theft	38
Theft from Vehicle	21

City Council Agenda Report
Agenda Item No. 4.c.

DATE: June 17, 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: Code Enforcement and Public Safety Department Report for the Months of April and May 2025

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. April and May Code Enforcement and Public Safety Reports

City of South El Monte

Code Enforcement Report

April 2025 Recap

Raul Rodriguez
Code Enforcement Supervisor

Code Enforcement Cases

April - 131

Building Code..... 9

Business..... 4

Graffiti (Private Property)..... 7

Health & Safety 2

Homeless 20

Illegal Dumping/Bulk 9/15

Vehicle & Traffic/Parking 2/2

Property Maintenance..... 40

Street Vendors..... 4

Streets & Sidewalks 14

Cannabis..... 1

Zoning.....2

City of South El Monte

Code Enforcement Report

May 2025 Recap

Raul Rodriguez
Code Enforcement Supervisor

Code Enforcement Cases

May - 142

Building Code..... 18

Business..... 10

Graffiti (Private Property)..... 11

Health & Safety/Public Nuisance.... 7

Homeless 9

Illegal Dumping/Bulk 8/5

Vehicle & Traffic 1

Property Maintenance..... 32

Street Vendors..... 18

Streets Sidewalks/Public Places 18

Cannabis/Zoning..... 1/1

Prohibited Animals..... 3

City of South El Monte Public Safety Report

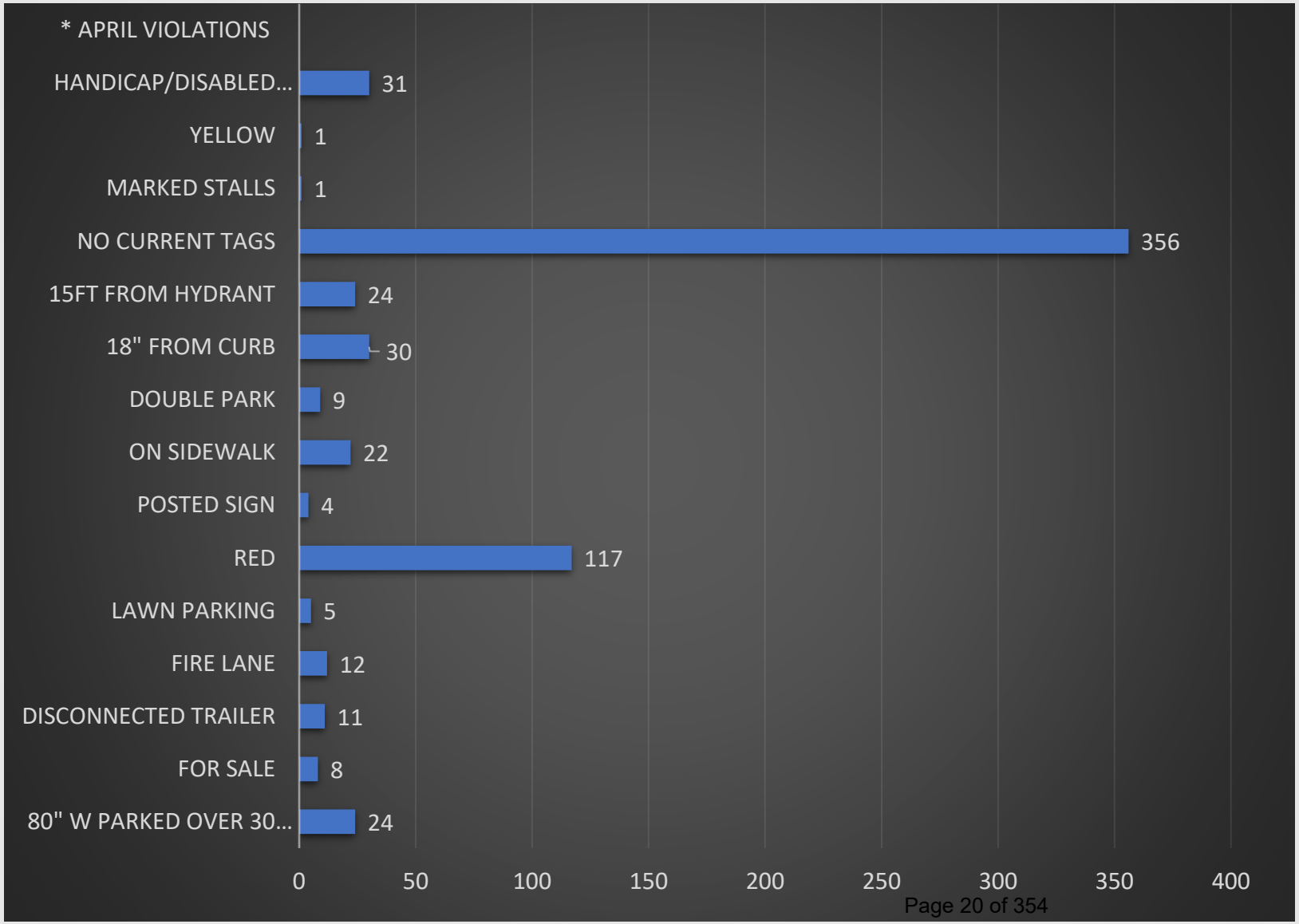
May-June 2025 Recap

Joe Martinez
Public Safety Supervisor

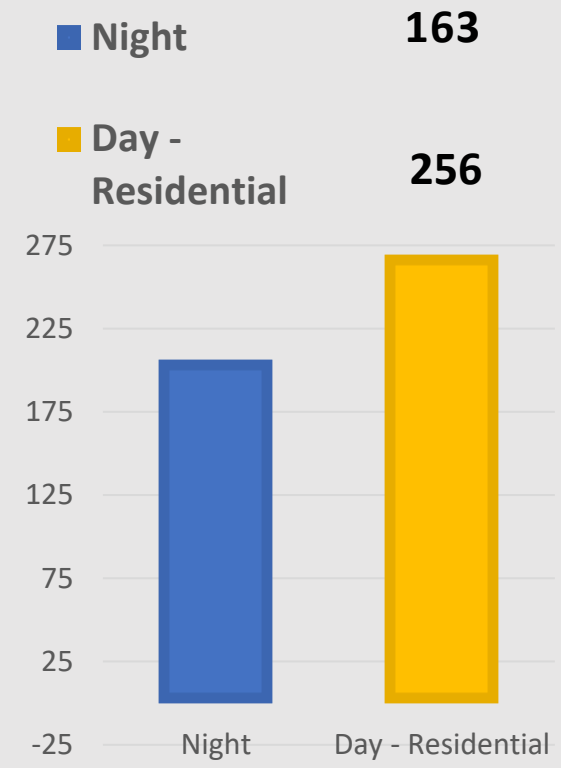
Parking Citations

April – 1,048

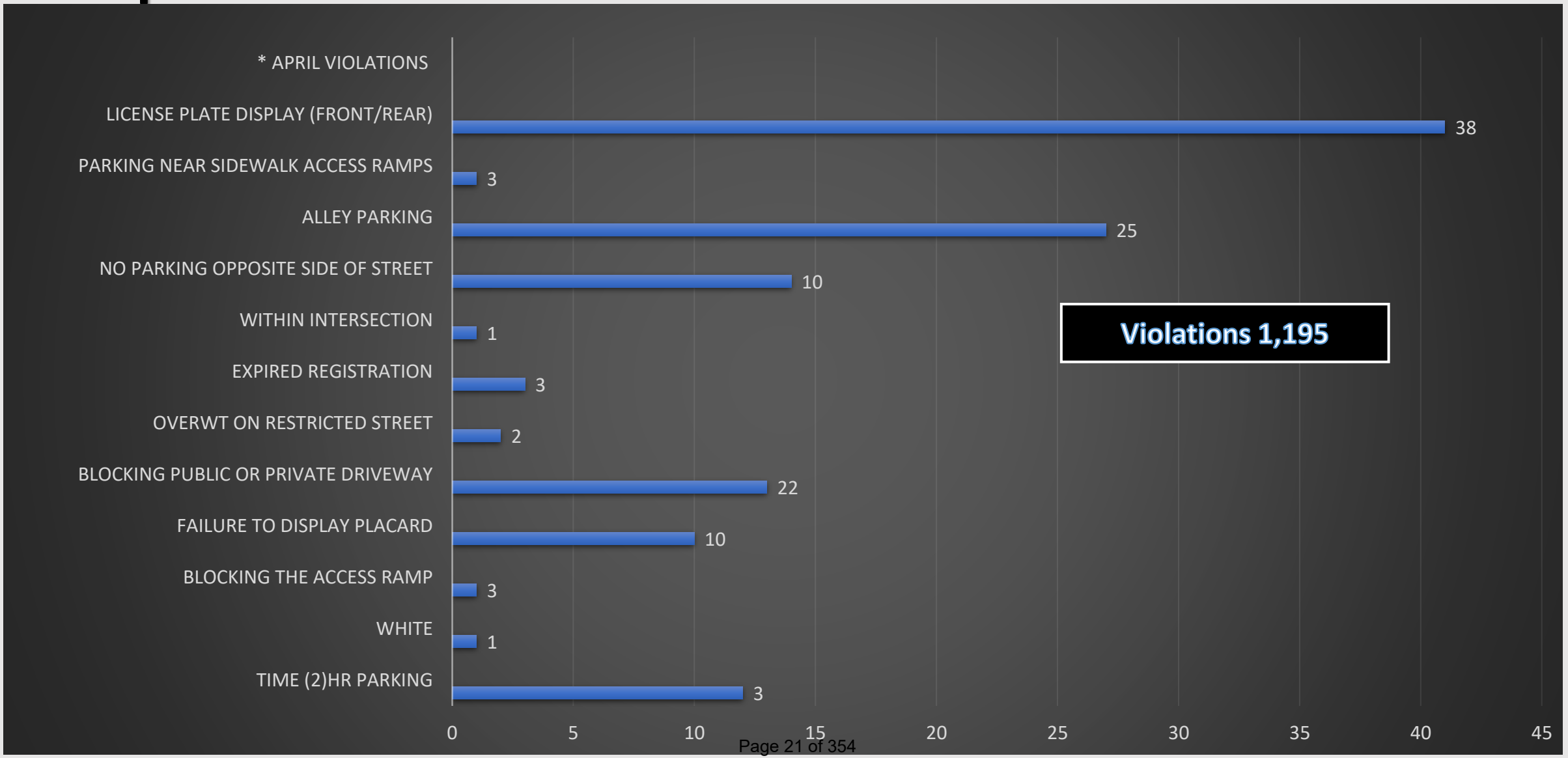
* Number of Citations issued differs from number of violations listed



STREET SWEEPING – 419

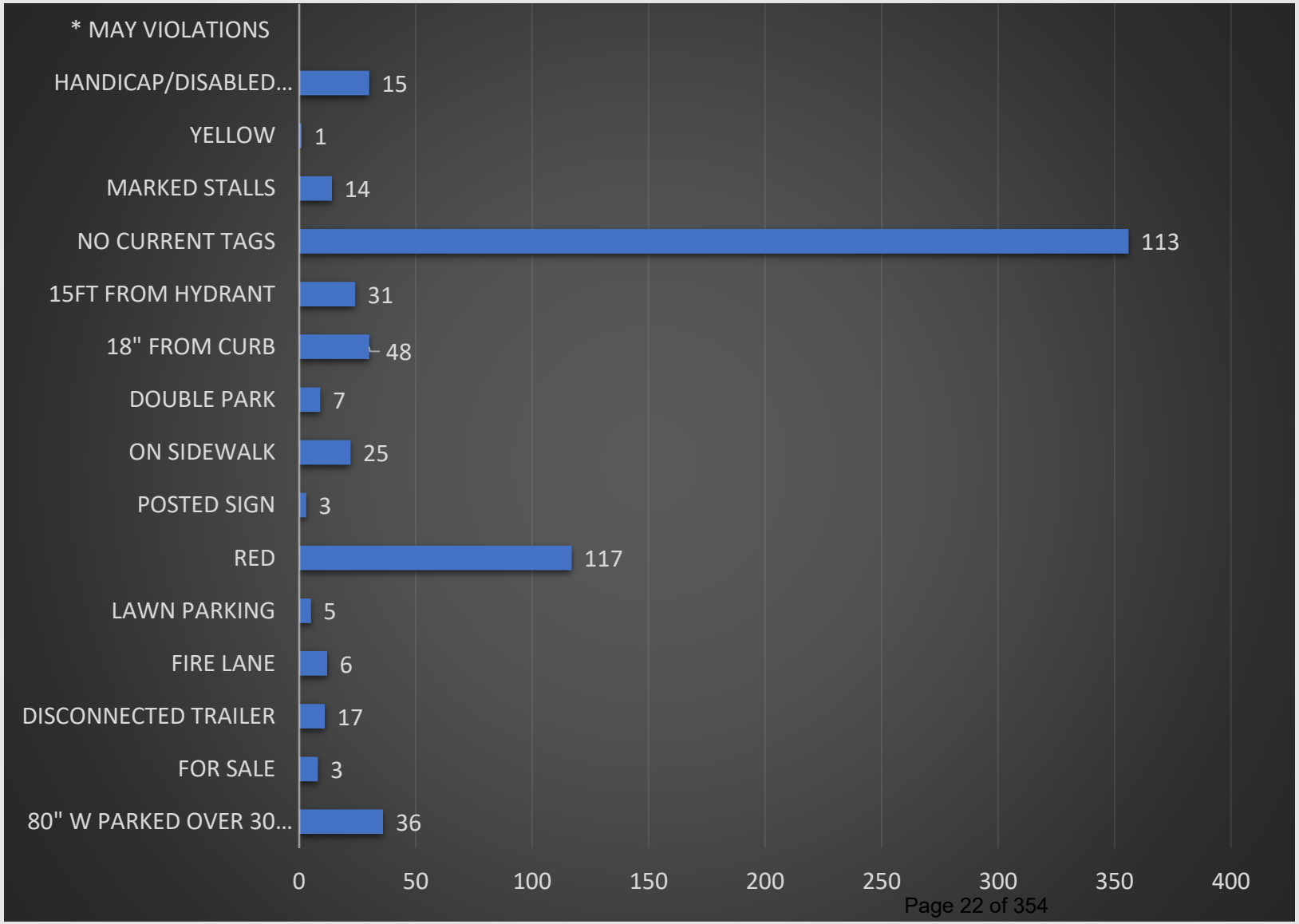


Parking Citations
April Continued -

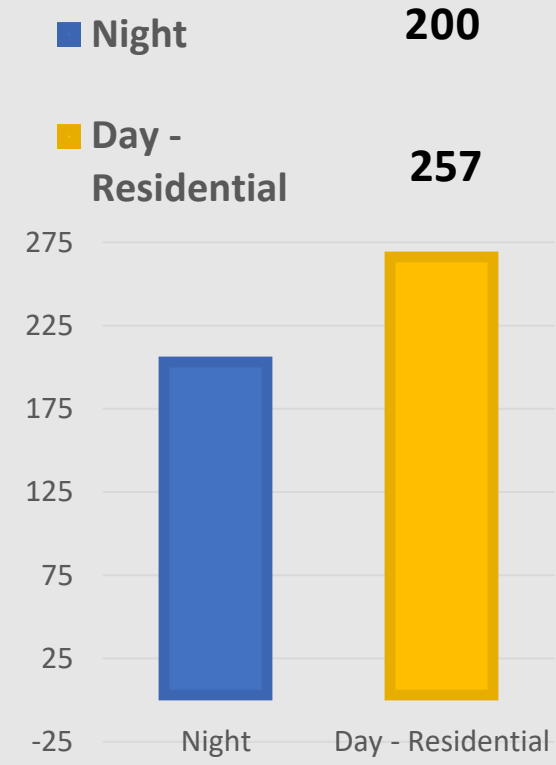


Parking Citations
May – 905

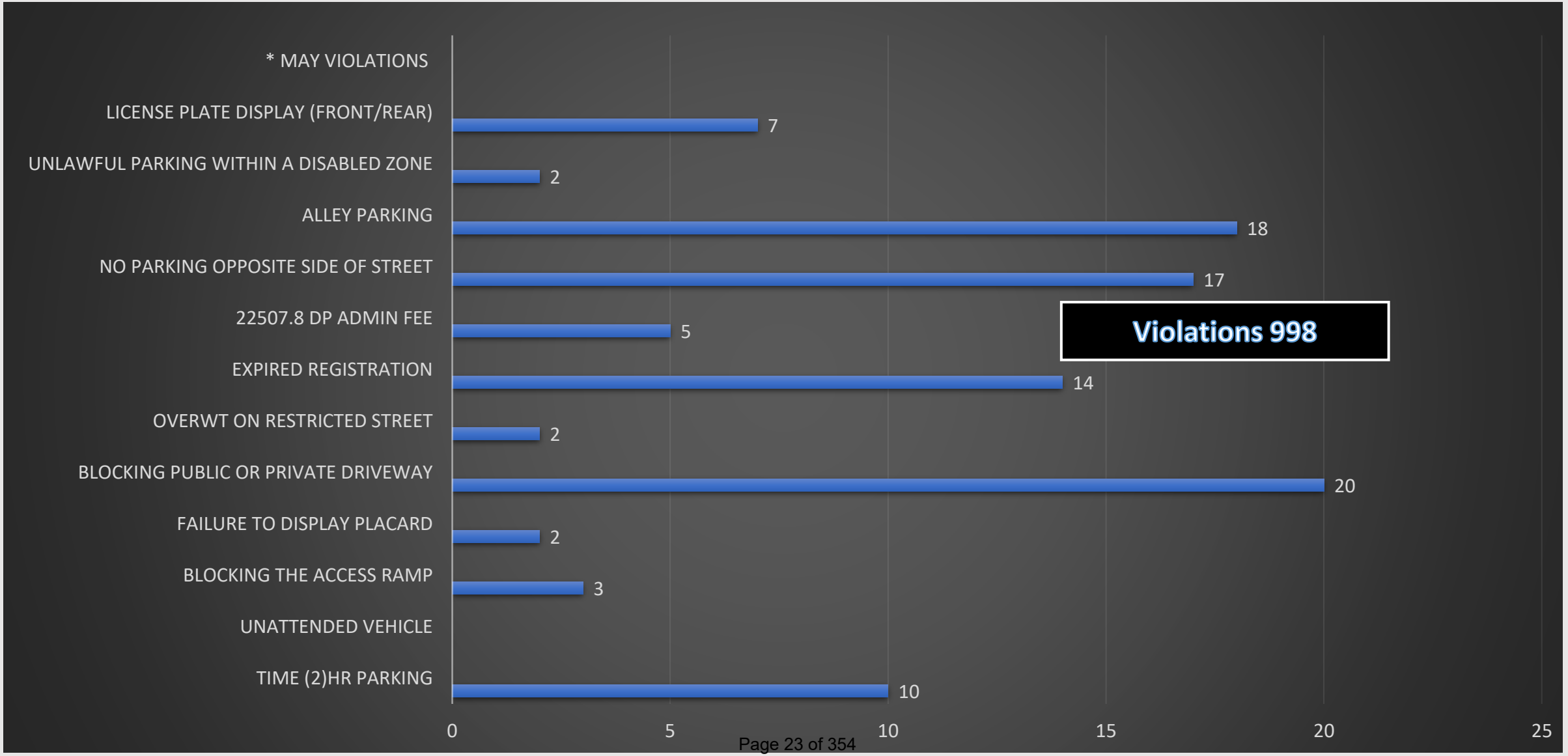
* Number of Citations issued differs from number of violations listed



STREET SWEEPING – 457



Parking Citations
May Continued -



PUBLIC SAFETY DIVISION

- Implement and Assist with Street Closures for City Events
- Assist Sheriffs and Fire Department
- Monitor Schools and conduct traffic and pedestrian control
- Monitor Parks and City Facilities
- Enforce Local, County and State Parking laws

NEW CALIFORNIA PARKING LAW 2025

- CVC 22500 (n) (1) (A) – AB 413 (Discuss and implement bail amount)

City Council Agenda Report
Agenda Item No. 4.d.

DATE: June 17, 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: Public Works Department Report

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Public Works Maintenance Operations Report Jan-Apr 2025

Public Works

Operations Report

June 17, 2025

Jose Figueroa
Public Works Supervisor

Public Works

Topics:

- Projects & Improvements
- Maintenance & Repairs
- Quarterly Reports

Public Works

24/25 Projects & Improvements

Community Center

- Termite fumigation
- Resurface Basketball Court, installed new basketball poles, backboards & rims

Shively Park

- New Parking Lot Access Gates

New Temple & Mary Van Dyke Park

- Resurface 4 Basketball Court
- MVD - Installed new basketball poles, backboards & rims

Public Safety Center

- Reception Area Remodel

Senior Center

- Resurface and Seal Stage Floor
- Replaced all window blinds

Citywide

- Installed 38 LED Stops Signs on all Avenues
- Eliminated 1,862 sidewalk uplifts

Civic Center Basketball Court

Mary Van Dyke Basketball Court

Public Works

Illegal Dumping Count

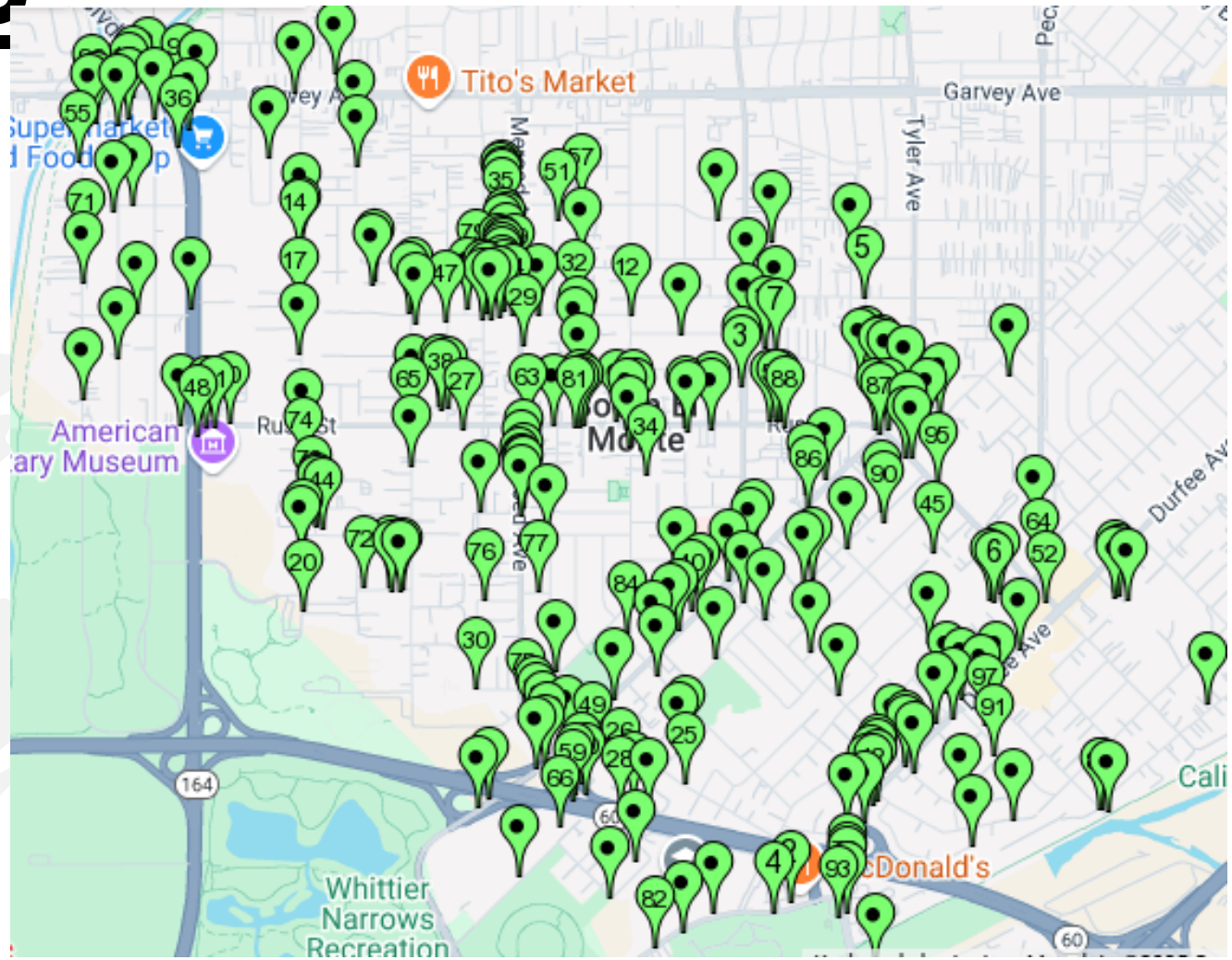
January-April

2025 Individual Debris Pick Up Log					
	January	February	March	April	Total
Couches	8	1	7	10	26
Tires	15	11	17	35	78
Mattresses	7	4	11	10	32
Palm/Tree Branch	0	0	11	0	11
Vehicle Parts	2	2	6	3	13
Televisions	2	1	7	3	13
Chairs	2	3	6	0	11
Shopping Carts	5	4	11	3	23
Dresser	4	3	4	0	11
Cabinets	0	0	0	0	0
Bookshelves	1	0	0		1
Box Springs	3	0	8	8	19
Bed Frames	2	0	0	1	3
Tables	0	0	0	0	0
File Cabinets	0	0	0	0	0
Desk	0		0	0	0
Rugs	1	0	0	0	1
Boxes	11	2	33	6	52
Bags	0	1	10	0	11
Pallets	7	2	16	2	27
Constr. Material	0	0	3	0	3
Miscellaneous: Scattered trash, construction material, wood, toys, glass, cones, etc.	45	22	33	25	125
Total	115	56	183	106	460

Public Works

Illegal Dumping Locations

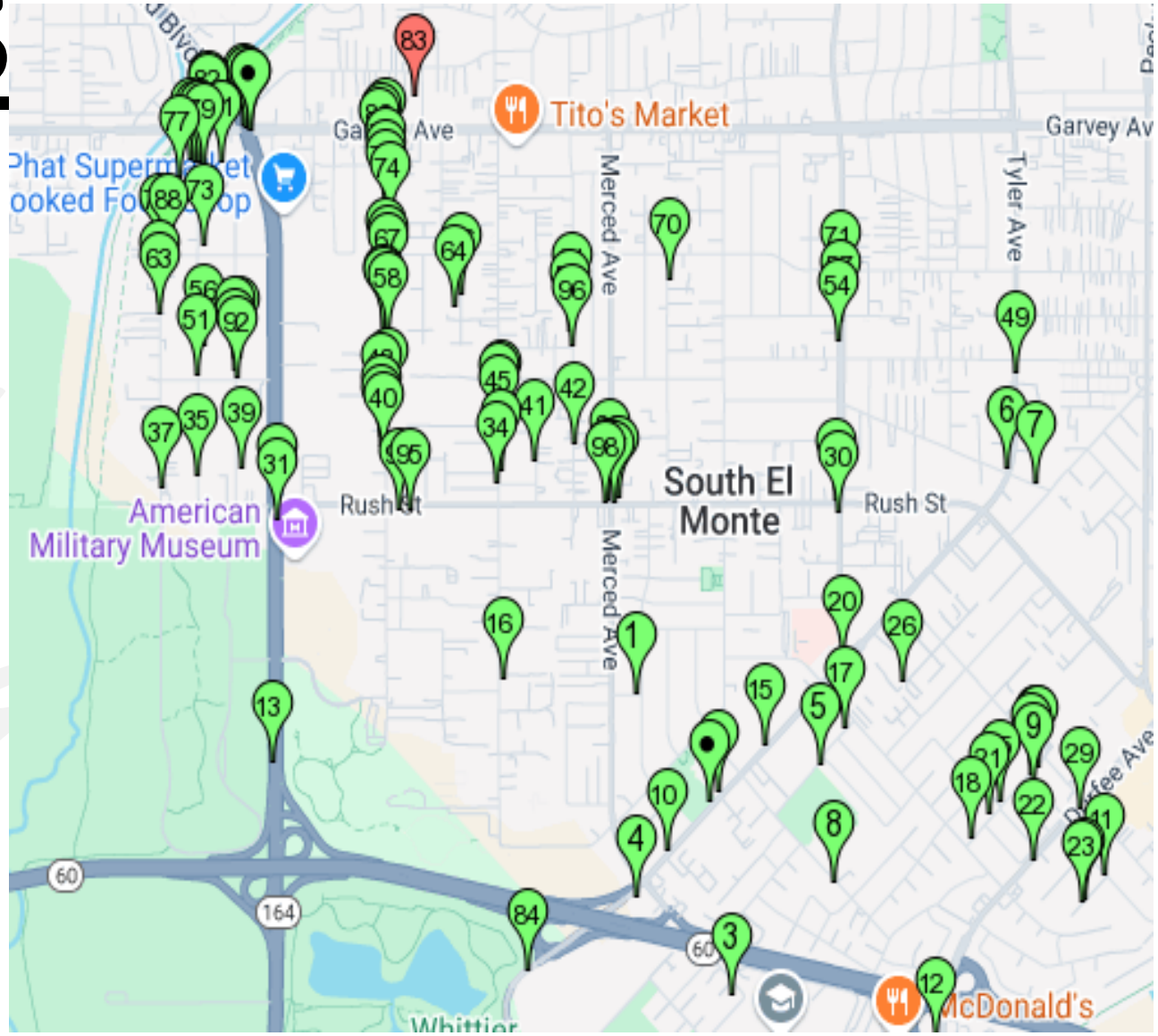
January-April



Public Works

Pothole Repair Locations

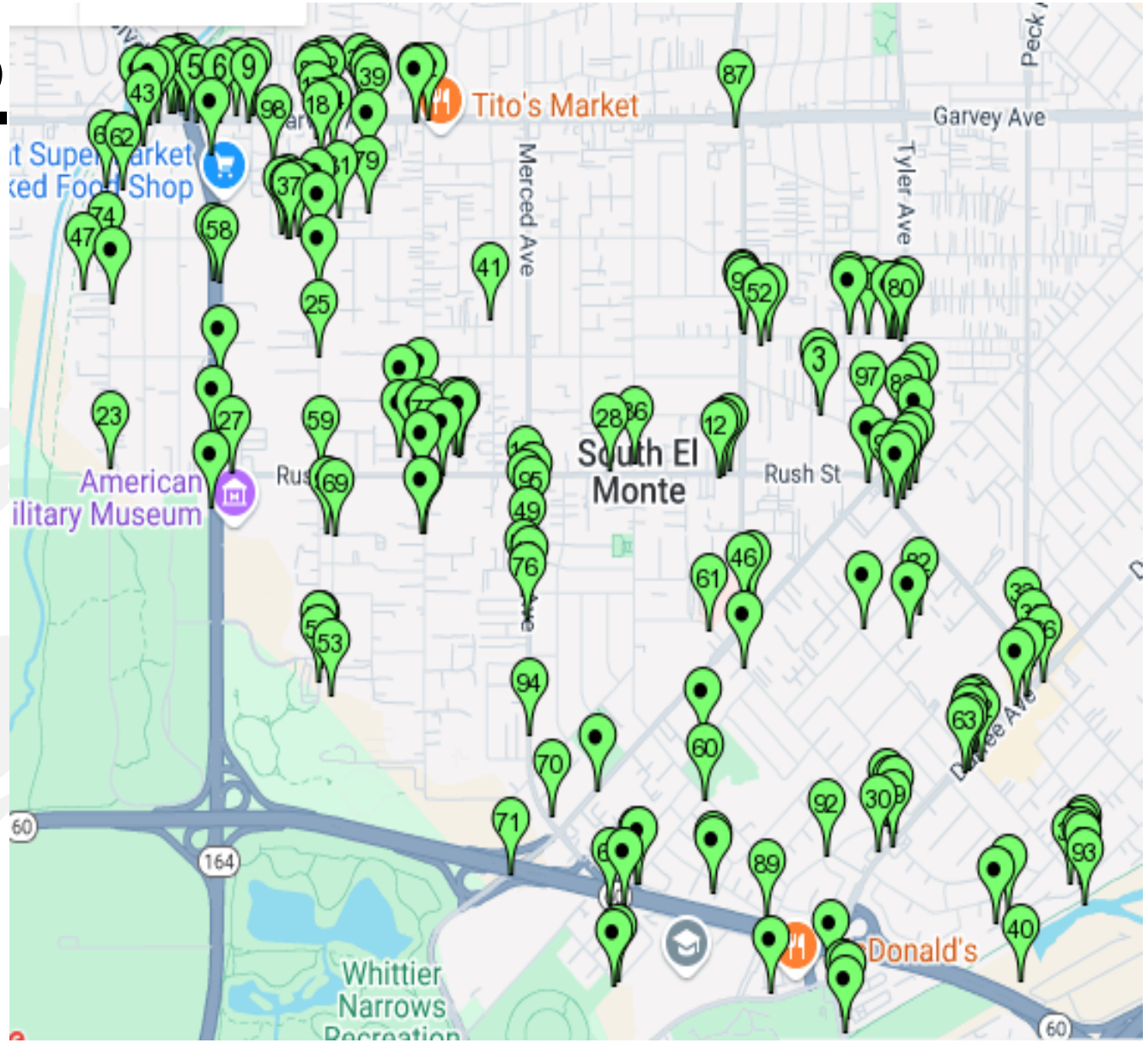
January-April



Public Works

Graffiti removal Locations

January-April

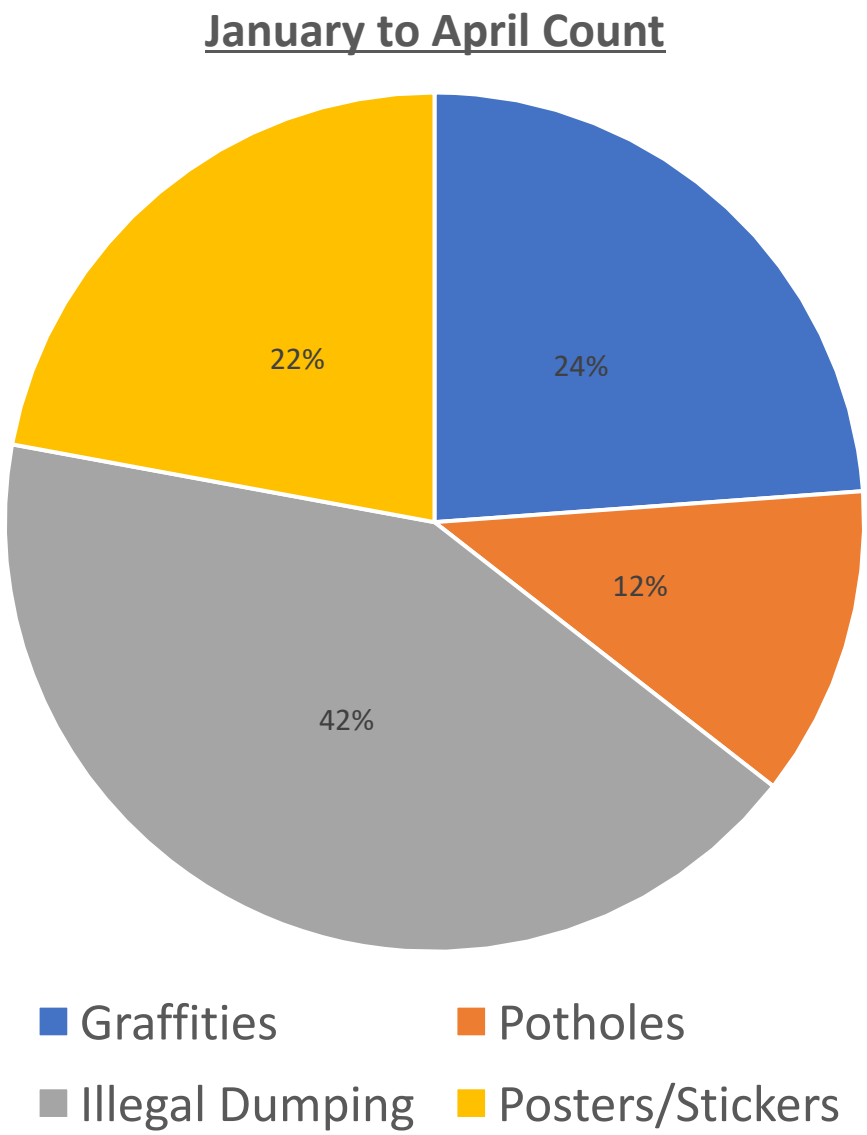


Public Works

Maintenance and Repairs

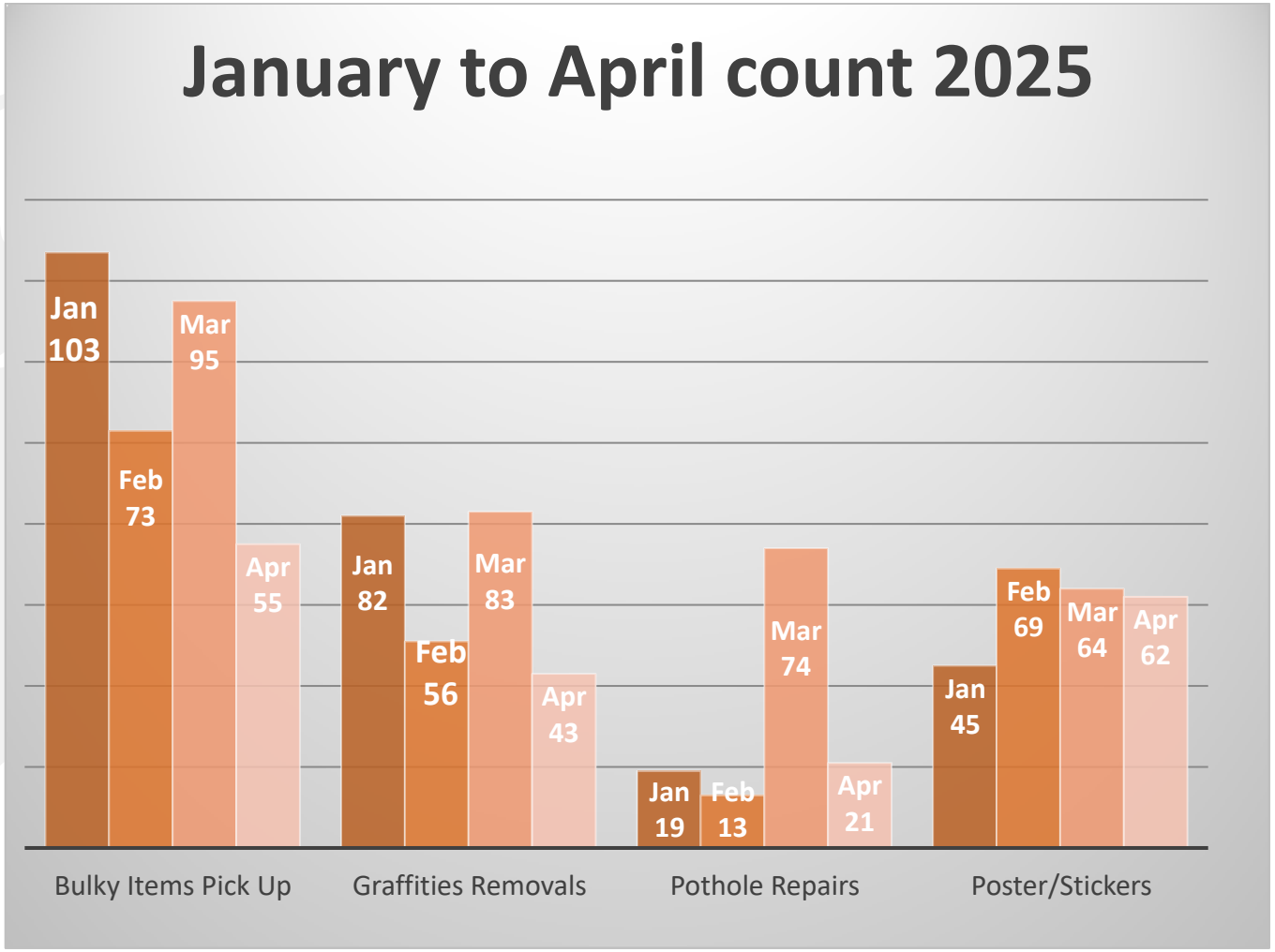
January-April

	Amounts:
• Illegal Dumping Items	460
• Potholes Repair	127
• Graffities Removal	259
• Poster and Sticker Removal	240



Public Works

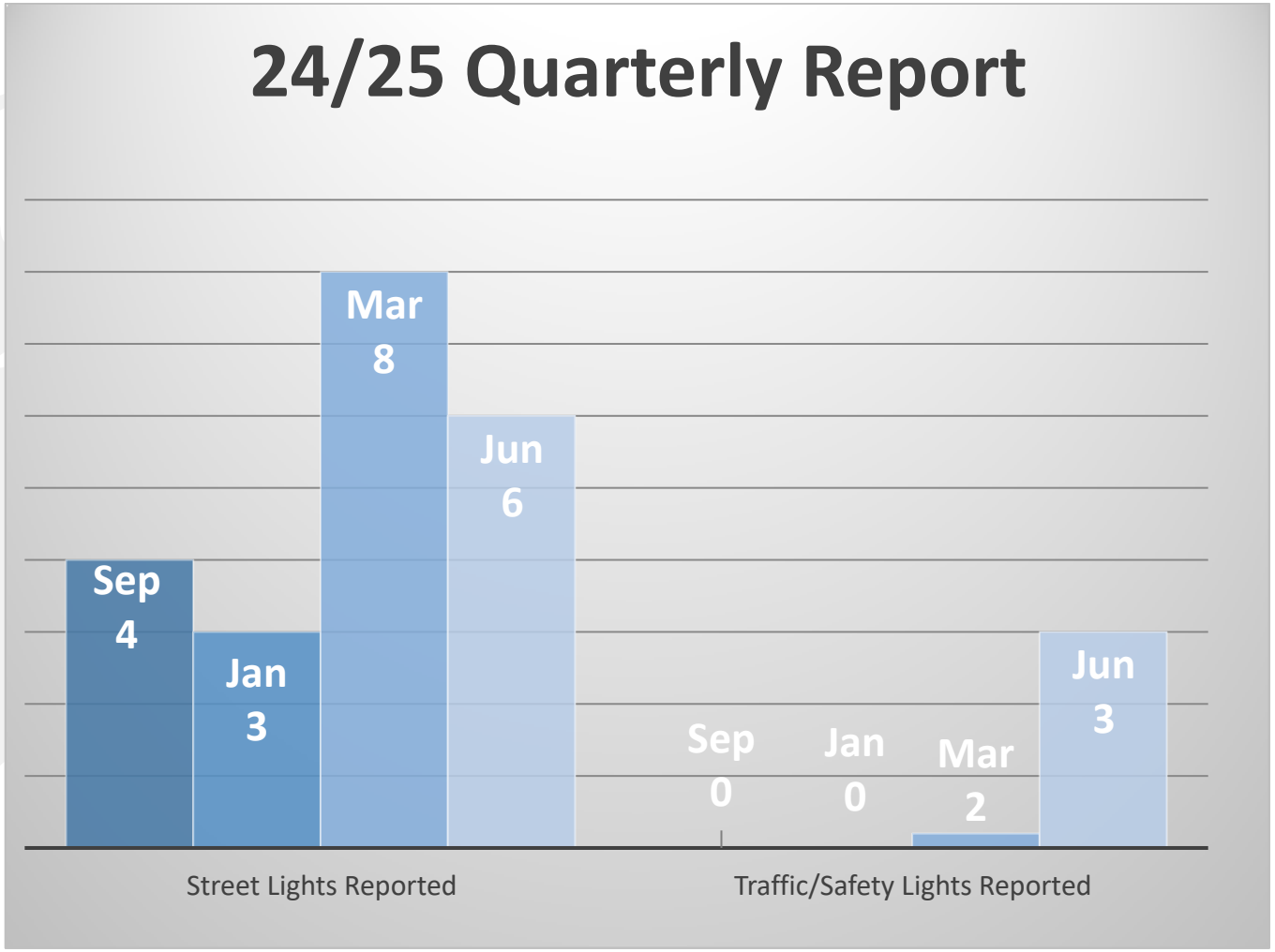
Month by month comparison last quarter



Public Works

Quarterly Inspections:

- Streetlight (Edison)
- Traffic Signal (Bear)



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

DATE: June 17, 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 JUNE 3, 2025

SUMMARY: Staff is requesting approval of Minutes for the June 3, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the June 3, 2025, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 06-03-25

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, June 3, 2025 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

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

ABSENT: Councilmember(s): None

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; 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 – Councilmember Rodriguez led the Pledge of Allegiance.

3. INVOCATION – Pastor Charlie Corum offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented Certificates of Recognition and Scholarships to the South El Monte High School State of the City 2025 Scholarship recipients.

4.b. Mayor and City Council presented Certificates of Recognition and Scholarships to the Shively Middle School State of the City 2025 Scholarship recipients.

4.c. Mayor and City Council presented Certificates of Recognition to the South El Monte High School Varsity Softball team for their 2025 Mission Valley League (MVL) Title.

4.d. Mayor and City Council presented Certificates of Recognition to the South El Monte High School Varsity Baseball team for their 2025 Mission Valley League (MVL) Title.

4.e. Mayor and City Council received a presentation by Ryan Amick, Vector Ecologist, from the Greater Los Angeles County Vector Control District.

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

Rene Salas, City Manager, requested to continue Agenda Item 9.a. to the July 1, 2025, Regular City Council Meeting, to provide staff additional time to review sensitive areas and to allow the parcel area maps to be reviewed more consistently.

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

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

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Dr. Elizabeth Evans, Superintendent, Valle Lindo School District, expressed appreciation for Deputy Day with the students, thanked the Los Angeles County Sheriff's Department for their quick intervention in an onsite need the past month, and formally requested the City's support in pursuing the U.S. Department of Justice School Violence Prevention Program grant to upgrade the school district's communication systems.

2. Maria Morales, resident and member of IHeart El Monte, spoke on second-hand smoke issues in public spaces and housing, and encouraged the City Council to consider clean air environment policies.

3. Guadalupe Tepox, resident and member of IHeart El Monte, expressed concerns on the dangers of second-hand and third-hand smoke for residents living in multiple-unit housing, and urged the City Council to explore policies that protect residents from exposure to smoke in multi-unit housing.

4. Rebecca Diaz, resident, thanked the City Council for their service, and expressed concerns on Agenda Item 9.a.

5. Vincent Diaz, resident, expressed concerns on Agenda Item 9.a.

6. Tony Ozaeta, former resident and a current Unity in the Community member, expressed concerns on Agenda Item 9.a.

7. Robert Yrigoyen, Sr., resident, spoke on the U.S. Department of Justice Drug Enforcement Administration's National Drug Threat Assessment, and expressed concerns on Agenda Item 9.a.

PUBLIC COMMENT (CONTINUED)

8. Dolores Espinosa, resident, expressed concerns on Agenda Item 9.a., and suggested air purifiers in the schools.

9. Rosario Gonzales, resident, expressed concerns on Agenda Item 9.a.

10. Roseanne Angel, resident, expressed concerns on Agenda Item 9.a. and councilmembers who support the item.

11. Maria Heng, resident, supported the prior speakers and expressed concerns on Agenda Item 9.a.

12. William Gil, resident, expressed concerns on Agenda Item 9.a.

13. Monica Ramos, resident, expressed concerns on Agenda Item 9.a.

14. David Perez, Teens Succeed Intern, South El Monte Library, shared his Drawing for Kids program that he created with library staff.

15. Sil Ruiz, Librarian, South El Monte Library, shared information on the Summer Discovery Reading Program.

16. Denise Silva, resident, expressed concerns on Agenda Item 9.a. and expressed agreement with the prior speakers.

17. Richard Angel, resident, expressed concerns on Agenda Item 9.a.

18. John Ventura, resident, spoke on the City holding a Town Hall meeting, the 2022 election results, and expressed concerns on Agenda Item 9.a.

19. Pastor Patricia Garret spoke on comments she hears from residents regarding marijuana issues.

20. Tammy Acosta, resident, expressed concerns on Agenda Item 9.a.

21. Danny Olmos, resident, spoke on the dangers of marijuana and other drugs, and encouraged the council to think about their vote on Agenda Item 9.a.

22. Eduardo Sauceda, spoke on cannabis laws, Proposition 215, Agenda Item 9.a., the Constitution, medical marijuana use, homelessness, the restrooms at the park, panhandling in the City, and California state law.

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

Councilmember Acosta requested direction on setting up a Town Hall meeting.

Mayor Pro Tem Delgado shared that a Town Hall meeting was held five years ago on this topic, and expressed that the item is being continued so resident input can be considered and the item further researched.

DRAFT

PUBLIC COMMENT (CONTINUED)

Councilmember Rodriguez requested clarification on the number of dispensaries in the City and the process to open a dispensary.

Councilmember Acosta further clarified that Agenda Item 9.a. is not about opening marijuana dispensaries, but to establish the legal boundaries.

A cake was presented to Councilmember Rodriguez for his birthday.

At 8:21 p.m., Mayor Olmos called for a recess.

At 8:29 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

Agenda Item 11.a. was requested to be moved up. There being no objection, Agenda Item 11.a. was heard at this time.

11. CORRESPONDENCE

11.a. LETTER FROM EL MONTE/SOUTH EL MONTE JETS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER, SENIOR CENTER, MARY VAN DYKE PARK COMMUNITY ROOM, NEW TEMPLE PARK FIELDS, AND SHIVELY PARK FIELD AND CONSIDERATION TO WAIVE THE LIGHT FEES AT NEW TEMPLE AND SHIVLEY PARK FOR THEIR 2025 SEASON

Blanca Villa, President, and Jose Guerrero, Vice President, requested the fee waivers to help the program save costs so they can buy equipment for the kids.

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Delgado, to waive the facility reservation fee for the use of the Community Center, Senior Center, Mary Van Dyke Park Community Room, New Temple Park fields and Shively Park field in the amount of $22,270.00, to waive the reservation light fees in the amount of $4,680.00, and to waive the non-waived fees in the amount of $4,784.00. Motion passed 5-0, by the following vote:

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

7. CONSENT CALENDAR

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

CONSENT CALENDAR (CONTINUED)

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

7.a. Approved the Minutes for the Special City Council Meeting of April 29, 2025, and the Regular City Council Meeting of May 6, 2025.

7.b. Adopted Resolution No. 25-046, authorizing payment of City expenditures for the period of May 7, 2025, through June 3, 2025, totaling $1,900,212.18.

7.c. Adopted Resolution No. 25-047, adopting a list of street rehabilitation projects for FY 2025/26 under the Road Repair and Accountability Act of 2017 (SB1).

7.d. Adopted Resolution No. 25-048, accepting the completion of the Aquatics Center Swimming Pool Replastering Project, authorized the City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, released retention accordingly.

7.e. Adopted and approved the plans and specifications for the City Hall and Council Chamber's Restroom Remodel (CDBG) Project, approved Resolution No. 25-049, awarding the City Hall and Council Chamber's Restroom Remodel (CDBG) Project contract to the lowest responsible bidder in an amount of $553,000.00 to Bridgerock Construction, Inc., authorized the City Manager to execute the contract, and authorized 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.

7.f. Adopted Resolution No. 25-050, extending the term of the Professional Services Agreement with Passive Logic to complete the Project Design and Implementation Services for the City's Autonomous Building Controls Retrofit Project from July 13, 2024, to June 1, 2026, with no additional compensation.

7.g. Adopted Resolution No. 25-051, extending the term of the Professional Services Agreement with The Energy Coalition to complete the Project Design and Implementation Services for the City's Autonomous Building Controls Retrofit Project from July 13, 2024, to June 1, 2026, with no additional compensation.

7.h. Waived second reading and adopted Ordinance No. 1283, repealing Chapters 3.20 through 3.36 of the South El Monte Municipal Code.

8. PUBLIC HEARINGS – None

9. GENERAL BUSINESS

9.a. CONTINUED FROM THE MAY 6, 2025, REGULAR CITY COUNCIL MEETING - UPDATE ON CANNABIS BUFFER ZONE MAPS

This item was continued to the July 1, 2025, Regular City Council Meeting.

9.b. ON-STREET RESIDENTIAL PARKING

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

Discussion ensued on the options of 72-hour limits, marking tires, and further clarification needed regarding monitoring and enforcement of parked vehicles.

Staff was directed to bring this item back after further research.

9.c. FISCAL YEAR (FY) 2025-2026 ANNUAL BUDGET STUDY SESSION

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

Discussion ensued on the contingency plan options, business tax options, current department budget tightening, in-house versus contracted services, reviewing collected fees, software usage, city council's benefits, revenue-generating sources, Prop A fund options, and voter-approved fees.

Staff was directed to research the options discussed and bring this item back to the next meeting.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-052, APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES BETWEEN THE CITY AND OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

Mayor Olmos introduced the item, and Rene Salas, City Manager, read terms of the agreement.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Acosta, to adopt Resolution No. 25-052, approving the Professional Services Agreement for City Attorney Services between the City of South El Monte and Olivarez Madruga Law Organization, LLP to provide City Attorney Services to the City, City Council, the Successor Agency and the City's Boards and Commissions, and to authorize the City Manager to make nonmaterial changes and execute all implementing documents. Motion passed 5-0, by the following vote:

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

DRAFT

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the Senior Center's Mother's Day Luncheon, the SPIRITT Family Centers Blooming Minds event, the California Contract Cities Annual Municipal Seminar, the International Council of Shopping Centers conference, the Memorial Day Ceremony, Deputy Day, the L.A. County Governance Reform Task Force meeting, and the T-Ball Banquet.

Councilmember Bojorquez announced he attended the following: the Senior Center's Mother's Day Luncheon, the California Contract Cities Annual Municipal Seminar, the International Council of Shopping Centers conference, and the Planning Commission Meeting.

Mayor Pro Tem Delgado announced he announced he attended the following: the Senior Center's Mother's Day Luncheon, the Susan Rubio Town Hall Meeting, the California Contract Cities Annual Municipal Seminar, the International Council of Shopping Centers conference, the South El Monte High School Golden Eagle Awards and Scholarship Night, the Memorial Day Ceremony, and Deputy Day.

Councilmember Rodriguez announced he attended the following: the Susan Rubio Town Hall Meeting, the International Council of Shopping Centers conference, the T-Ball Banquet, the Memorial Day Ceremony, and the Flags of Valor event.

Mayor Olmos announced she attended the following: the Senior Center's Mother's Day Luncheon, the Cinco De Mayo Boxing Show, the Community Services Commission Meeting, the SPIRITT Family Centers Blooming Minds event, the South El Monte/El Monte Chamber of Commerce's Principal for a Day event with the El Monte Union High School District, an interview with Tony Cabrera from ABC7 for the LA28 Olympics, a Homeland Security luncheon, the Memorial Day Ceremony, an earthquake presentation by seismologist Dr. Lucy Jones, the Planning Commission Meeting, Deputy Day, the California Contract Cities Annual Municipal Seminar, the International Council of Shopping Centers conference, the Memorial Day Ceremony, Deputy Day, the South El Monte High School Golden Eagle Awards and Scholarship Night, Faith Dominion Church's 10th Anniversary celebration, the T-Ball Banquet, the California Contract Cities Annual Municipal Seminar, the International Council of Shopping Centers conference, and an Association for Los Angeles Deputy Sheriffs (ALADS) luncheon.

At 9:54 p.m., Mayor Pro Tem Delgado left the chambers.

At 9:56 p.m., Mayor Pro Tem Delgado returned to the chambers.

DRAFT

11. CORRESPONDENCE

11.a. LETTER FROM EL MONTE/SOUTH EL MONTE JETS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER, SENIOR CENTER, MARY VAN DYKE PARK COMMUNITY ROOM, NEW TEMPLE PARK FIELDS, AND SHIVELY PARK FIELD AND CONSIDERATION TO WAIVE THE LIGHT FEES AT NEW TEMPLE AND SHIVLEY PARK FOR THEIR 2025 SEASON

This item was heard before the Consent Calendar.

11.b. LETTER FROM SERGEANT ERIN LIU FROM TEMPLE SHERIFF'S STATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER TO HOST THE EXPLORER SCHOLARSHIP AWARD CEREMONY

Councilmember Acosta pointed out that the event is at the same time as the Night Market, and councilmembers would not be able to attend both events, and parking might be difficult with both events occurring at the same time.

Motion by Hector Delgado to extend the meeting past 10:00 p.m. There were no objections.

Staff was directed to reach out and see if it was possible for the award ceremony to be moved to a different day, and Council would approve the item with the condition that the event date might be changed.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to waive the facility fee requested by Sergeant Erin Lui for the use of the Senior Center Dining Room in the amount of $300.00, and to waive the non-waived fees associated with the reservation in the amount of $896.00. Motion passed 5-0, by the following vote:

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

11.c. LETTER FROM GREATER EAST LOS ANGELES NARCOTICS ANONYMOUS OF SOUTHERN CALIFORNIA ORGANIZATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY GYMNASIUM AND AMPHITHEATER TO CO-HOST A BOXING SHOW WITH THE SOUTH EL MONTE BOXING PROGRAM

Motion by Councilmember Acosta, seconded by Mayor Pro Tem Delgado, to waive the requested fees by NASCO for the use of the Community Center Gymnasium and Amphitheater in the amount of $2,400.00, and to waive the non-waived fees associated with the reservation in the amount of $1,528.00. Motion passed 5-0, by the following vote:

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

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER MANUEL ACOSTA

1. Discussion/Action: As the city seeks more commercial development in the form of restaurants, it should look at a more diversified plan and attract/encourage entrepreneurial ventures to set up their businesses in South El Monte. Corporate franchises are easy to find. But where can we find non-corporate independent businesses? Is there an organization for entrepreneurs?

Councilmember Acosta summarized his item.

No action was taken on this item.

2. Discussion/Action: With passage of Proposition 36 and the plan for the closure of Men's Central Jail, the council should consider urging the Los Angeles County Board of Supervisors of re-considering the plan to close the jail or provide an appropriate substitute. Attached is a draft letter for review by the mayor and council, which if agreed upon, can be sent to the Los Angeles County Board of Supervisors.

Councilmember Acosta summarized his item.

There being no objection, by consensus, staff was directed to prepare the letter drafted by Councilmember Acosta.

13. CLOSED SESSION

At 10:12 p.m. Mayor and City Council recessed into Closed Session.

13.a. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** - Pursuant to Government Code Section 54956.9(d)(2) and 54569(e)(1): One Matter

At 10:34 p.m. Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, Interim City Attorney, announced City Council discussed Item 13.a., reports were provided, feedback was given, no reportable action.

DRAFT

14. ADJOURNMENT

Mayor Olmos congratulated El Paisano Restaurant for their thirty-three years of business in the City, and would like to honor them at the next meeting.

There being no further business coming before this body, at 10:34 p.m., Mayor Olmos adjourned the meeting in honor of Wilhans Ili, former councilmember, to a Regular City Council Meeting on Tuesday, June 17, 2025, at 6:00 p.m.

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

_____	_____
Adrian Garcia, MMC, City Clerk	Gloria Olmos, Mayor

DRAFT

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

DATE: June 17, 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. 25-053, APPROVING WARRANTS FOR THE PERIOD OF JUNE 4, 2025, THROUGH JUNE 17, 2025

SUMMARY: Authorizing payment of City expenditures for the period of June 4, 2025, through June 17, 2025, totaling $1,639,504.96.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-053, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Resolution No. 25-053
B. 6.17.25 Expense Approval Report

ATTACHMENT A

RESOLUTION NO. 25-053

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF JUNE 4, 2025, THROUGH JUNE 17, 2025, TOTALING $ 1,639,504.96.

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

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

_____
Finance Director

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

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 24/25	Electronic Warrants	6/4/25-6/17/25	DFT0002811-2843	$300,646.08
FY 24/25	Regular Warrants	6/4/25-6/17/25	16525-16650	$1,160,150.86
Payroll	Direct Deposit	PPE 6/7/25	10165-10286	$171,076.90
Payroll	Check	PPE 6/7/25	2071-2080	$7,631.12

TOTAL EXPENDITURES RESOLUTION NO. 25-053 $ 1,639,504.96

PASSED, APPROVED, AND ADOPTED this 17th day of June 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. 25-053, 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 17th day of June 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

South El Monte, CA

Warrant Register

Council Meeting 06/17/25

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1549.5497	AARON MARTINEZ	16525	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	ANTHONY MERCADO	16526	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	BRIANNA MENDOZA	16527	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
40.0900.9000.5968	CALPROMAX ENGINEERING, INC.	16528	06/02/2025	APR'25 HSIP/ LEE SIGNALS #296	425,827.01
40.0900.9000.5968	CALPROMAX ENGINEERING, INC.	16528	06/02/2025	APR'25 HSIP/ RETENTION LEE SIGNALS #296	(21,291.35)
01.0151.1549.5497	CARISSMA BUCIO	16529	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	CHLOE LA	16530	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	CLARISSA SPARKS	16531	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	EDUARDO CRUZ	16532	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	ETHAN MINOR	16533	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	GABRIEL CASTILLO	16534	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	ISABEL MEDINA	16535	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	JESSICA DIAZ	16536	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	JOHNSON TRINH	16537	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	JUAN PALESTINA	16538	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	JUANA HERRERA	16539	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	LEILA AGUILAR	16540	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
15.0450.4510.6025	LIGHT & POWER INTERNATIONAL	16541	06/02/2025	TERMITE REPAIRS/ CCTR	38,000.00
01.0100.1020.5180	MARIA CARDOSO	16542	06/02/2025	MEDICAL INSURANCE	11,112.14
01.0151.1549.5497	MELANIE GUERRA	16543	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	MICHAEL PENA	16544	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	QIAN ZHANG	16545	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	RICHARD ZAVALA	16546	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	SAMANTHA CALDERON	16547	06/02/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	1,000.00
01.0151.1549.5497	ADAN MEDINA	16548	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	ALEJANDRA SANCHEZ	16549	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	ALEXA MARIBEL GONZALEZ	16550	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	BRADLEY FRANK VAZQUEZ	16551	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	BRYANT PATINO	16552	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	CATHERINE THAO VU	16553	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	FELIX TENORIO	16554	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	IRIS GUAN	16555	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	JAZLENE MARIE JIMENEZ	16556	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	JONATHAN LY	16557	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	LYNN CAT TRAN	16558	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	MARISSA EMMA HERNANDEZ	16559	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	MERINDA SOMATRA CHEA	16560	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0100.1020.5910	RENE SALAS	16561	06/03/2025	MAY'25 ICSC TRANSPORTATION REIMB	65.00
01.0151.1549.5497	TIAN LU BAI	16563	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0151.1549.5497	TIAN YU BAI	16564	06/03/2025	SCHOLARSHIP AWARD/ STATE OF THE CITY	250.00
01.0130.1330.5715	T-MOBILE USA INC	16565	06/03/2025	4/21-5/20/25 CITY CELL PHONES	2,543.92
01.0130.1310.5910	MASAMI HIGA	16566	06/05/2025	MAY'25 CCCA CONFERENCE/ HOTEL CHARGES REIMB	575.18
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16567	06/05/2025	MAR'25 COMM OUTREACH GRWY NORTH#408	7,780.95

68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16567	06/05/2025	MAR'25 ADM SVCS GRWY NORTH#408	15,898.50
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16567	06/05/2025	MAR'25 DESIGN/CON DOCS GRWY NORTH#408	41,742.00
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16568	06/05/2025	MAR'25 PJ MGMT GRNWY #407	7,782.50
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16568	06/05/2025	MAR'25 CON SUPPORT GRNWY #407	23,003.74
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16568	06/05/2025	MAR'25 CON SUPPORT GRNWY #407	25,889.00
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16568	06/05/2025	MAR'25 MONITOR'G/RPT'G GRNWY #407	9,265.66
68.0900.9000.5968	COUNCIL FOR WATERSHED HEALTH	16568	06/05/2025	MAR'25 PJ MGMT GRNWY #407	1,975.50
01.0151.1545.5430	PREMIER JANITORIAL SERVICES	16569	06/09/2025	NIGHT MARKET EQUIPMENT RENTALS	1,395.05
01.0151.1545.5430	PREMIER JANITORIAL SERVICES	16569	06/09/2025	NIGHT MARKET EQUIPMENT RENTAL	1,974.25
01.0100.1040.5922	RONNIE ANGEL	16570	06/09/2025	MAY'25 SPONSORSHIP DONATION	500.00
01.0150.1515.5204	ABRAHAM FLORES ROJO	16571	06/11/2025	APR'25 PC MEETING	100.00
01.0150.1515.5204	ABRAHAM FLORES ROJO	16571	06/11/2025	MAY'25 PC MEETING	100.00
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	16572	06/11/2025	SEMNLL COMEDY NIGHT SECURITY GUARDS	437.00
01.0000.0000.4512	ALEJANDRO BERBER	16573	06/11/2025	ADULT BASKETBALL REFUND	420.00
01.0000.0000.4512	ALEJANDRO BERBER	16573	06/11/2025	ADULT BASKETBALL REFUND	70.00
01.0130.1310.5914	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	BUSINESS PRIME ANNUAL MEMBERSHIP FEE	862.74
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	YARD OFFICE SUPP	121.00
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	DEPT SUPPLIES	93.60
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	OFFICE SUPPLIES	53.52
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	PLACEMATS FOR LUNCHEON	60.00
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	FATHERS DAY PLACEMATS	49.80
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	TEA PARTY SOCIAL DECORATIONS	255.14
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	OFFICE CHAIR SUPPORT SUPPLIES	22.25
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	TEA PARTY SOCIAL DECORATIONS	19.91
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	JUNE CRAFT SUPPLIES	96.29
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	OFFICE SUPPLIES	680.73
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	FATHERS DAY LUNCHEON SUPP	189.94
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	FATHERS DAY GIFTBAGS/ GIVEAWAYS	24.34
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	NUTRITION SUPPLIES	232.92
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	ITEM RETURN CREDIT	(79.68)
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	16574	06/11/2025	TRANSPORTATION SUPPLIES	85.71
01.0110.1110.5633	ANDRES FERNANDEZ	16575	06/11/2025	DEPUTY DAY SHIRTS	84.28
44.0800.8010.5525	ANDY TRUONG	16576	06/11/2025	#6 ABS ACT / BRAKE FUILD	1,697.19
01.0170.1770.5525	ANDY TRUONG	16576	06/11/2025	#13 CLUTCH RELAY	117.69
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	16577	06/11/2025	CONTROLLER CENTRAL/ MVD	4,886.46
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	16577	06/11/2025	CONTROLLER FOR RUSH/CENTRAL	4,886.46
01.0150.1515.5204	BLANCA M. FIGUEROA	16578	06/11/2025	MAY'25 PC MEETING	100.00
01.0151.1541.5430	BROTHERS AWARDS & TROPHIES	16579	06/11/2025	2025 TBALL LEAGUE TROPHIES	1,184.47
01.0151.1543.5952	BROTHERS AWARDS & TROPHIES	16579	06/11/2025	MEMORIAL DAY PLAQUES	77.52
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	16580	06/11/2025	APR'25 - BLDG INSPECTOR SVCS	8,729.10
01.0120.1210.5914	CALIFORNIA MUNICIPAL CLERKS ASSOCIATION	16581	06/11/2025	ANNUAL MEMBERSHIP	250.00
01.0000.0000.4508	CONNIE SHEN	16582	06/11/2025	SUMMER CAMP RFND MULTIPLE WEEKS	150.00
01.0160.1620.5520	COUNTY OF L.A. DEPT PUBLIC HEALTH	16583	06/11/2025	SCTR FEDDING SITE	361.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CI NUTR PRGM	310.64
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CII NUTR PRGM	34.51
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CI NUTR PRGM	336.52
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CII NUTR PRGM	37.39
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CI NUTR PRGM	315.81
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CII NUTR PRGM	35.09
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CI NUTR PRGM	314.01
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	16584	06/11/2025	MILK/ CII NUTR PRGM	34.88

01.0170.1770.5525	DWS TIRES	16585	06/11/2025	#52 R/R FLAT REPAIR	35.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	16586	06/11/2025	3/31 PEST CONTROL/ SCTR	337.21
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	16586	06/11/2025	5/29 PEST CONTROL/ YARD	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	16586	06/11/2025	5/29 PEST CONTROL/ CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	16586	06/11/2025	5/29 PEST CONTROL/ CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	16586	06/11/2025	5/29 PEST CONTROL/ SCTR	334.46
01.0170.1100.5406	EL MONTE PRINTING	16587	06/11/2025	BUSINESS CARDS/ PUBLIC SFTY	260.26
01.0160.1650.5520	EWING IRRIGATION	16588	06/11/2025	BROADLEAF/ NTP	88.57
01.0100.1040.5922	FRANCISCO CHAIDEZ	16589	06/11/2025	4TH OF JULY GIVEAWAY SHIRTS	3,599.66
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	16590	06/11/2025	RED TRIMMER LINES	430.95
37.0670.6720.5977	GILMORE LIQUID AIR COMPANY	16591	06/11/2025	STRIKER FOR ASPHALT FIRE	24.81
01.0140.1410.5204	GRACIE H. RETAMOZA	16592	06/11/2025	MAY'25 PC MEETING	150.00
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	16593	06/11/2025	PARTS REPAIR GAME TABLE	4.57
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	16593	06/11/2025	ETHERNET CABLES	35.34
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	16593	06/11/2025	OVEN INSTALL PARTS	259.85
01.0160.1640.5425	HASA INC.	16594	06/11/2025	5/28 CHEMICAL DELIVERY	1,030.28
01.0160.1640.5425	HASA INC.	16594	06/11/2025	6/4 CHEMICAL DELIVERY	974.15
06.0300.3010.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/5-5/9/25 MEALS/ CI NUTR PRGM	7,302.50
06.0300.3020.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/5-5/9/25 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/12-5/16/25 MEALS/ CI NUTR PRGM	5,980.00
06.0300.3020.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/12-5/16/25 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/19-5/23/25 MEALS/ CI NUTR PRGM	6,210.00
06.0300.3020.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/19-5/23/25 MEALS/ CII NUTR PRGM	695.75
06.0300.3010.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/26-5/30/25 MEALS/ CI NUTR PRGM	4,887.50
06.0300.3020.5215	HUNTINGTON CULINARY	16595	06/11/2025	5/26-5/30/25 MEALS/ CII NUTR PRGM	532.40
01.0140.1410.5204	JACQUELINE RUBIO	16596	06/11/2025	MAY'25 PC MEETING	150.00
01.0000.0000.4508	JACQUELYN MORA	16597	06/11/2025	SUMMER CAMP RFND/ MULTIPLE WEEKS	360.00
37.0670.6720.5977	JCL TRAFFIC SERVICES	16598	06/11/2025	STREET MARKING PAINT	682.89
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	16599	06/11/2025	MAY'25 PC MEETING	150.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	16600	06/11/2025	MAY'25 PC MEETING	150.00
01.0170.1710.5520	L.A. COUNTY FIRE DEPARTMENT	16601	06/11/2025	CERS SUBMITTAL CHALL	524.00
01.0170.1720.5520	L.A. COUNTY FIRE DEPARTMENT	16601	06/11/2025	CERS SUBMITTAL	524.00
01.0160.1640.5520	L.A. COUNTY FIRE DEPARTMENT	16601	06/11/2025	CERS SUBMITTAL POOL	524.00
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	16602	06/11/2025	APRIL'25 TRAFFIC ENFORCEMENT	2,636.82
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	16602	06/11/2025	APRIL'25 CRIME SUPPRESSION	14,008.11
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	16602	06/11/2025	APR'25 LAW ENFORCEMENT SVCS/ NIGHT MKT	9,985.63
01.0140.1410.5204	LEONEL A. BARRERA JR	16603	06/11/2025	MAY'25 PC MEETING	150.00
01.0150.1540.5956	MAKE IT LA LLC	16604	06/11/2025	SUMMER REC STAFF SHIRTS	652.00
01.0130.1310.5215	MARIBEL LARIOS	16605	06/11/2025	QRTLY ACCOUNTING PROFESSIONAL SVCS	1,250.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	16606	06/11/2025	HOOD/DUCT CLEANING SCTR	510.00
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	16606	06/11/2025	RANGE SVCS SCTR	369.22
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	16606	06/11/2025	HOOD/DUCT CLEANING NTP	440.00
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	16606	06/11/2025	RANGE GUARD SVCS NTP	362.33
01.0170.1770.5525	MORENO AUTO BODY REPAIR INC.	16607	06/11/2025	#40 L/R BODY REPAIR	3,211.75
44.0800.8020.5215	NADA BUS, INC.	16608	06/11/2025	5/23/25 SR SVCS EXCURSION/ LA COUNTY FAIR	1,605.00
01.0150.1515.5204	NAOMI LOPEZ	16609	06/11/2025	MAY'25 PC MEETING	100.00
01.0170.1770.5525	NAPA AUTO PARTS	16610	06/11/2025	LT 1 & 2 PM SVCS	240.24
01.0170.1770.5525	NAPA AUTO PARTS	16610	06/11/2025	TOOLS RETURN	(98.64)
01.0150.1530.5952	NELSON COMPANIES SPECIAL HOLDING 1, LLC	16611	06/11/2025	VALENTINE DAY SUPPLIES	109.91
01.0150.1530.5952	NELSON COMPANIES SPECIAL HOLDING 1, LLC	16611	06/11/2025	SUPPLIES/ TABLE CLOTH	45.99
01.0150.1530.5952	NELSON COMPANIES SPECIAL HOLDING 1, LLC	16611	06/11/2025	LUNCHEON SUPPLIES	397.79

01.0150.1530.5952	NELSON COMPANIES SPECIAL HOLDING 1, LLC	16611	06/11/2025	SPECIAL EVENT DECORATIONS	117.64
01.0140.1440.5406	NEW SIGN SOLUTION, INC.	16612	06/11/2025	DEPT. SUPPLIES - MAGNETS	200.25
01.0170.1020.5406	NEW SIGN SOLUTION, INC.	16612	06/11/2025	DEPT. SUPPLIES - MAPS	132.00
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	16612	06/11/2025	EASTER & BIKE RIDE BANNER UPDATES	405.95
01.0151.1545.5499	NEW SIGN SOLUTION, INC.	16612	06/11/2025	NIGHT MARKET BANNER	895.00
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	16613	06/11/2025	MAY'25 FOLKLORICO DANCE LESSONS	350.00
01.0150.1515.5204	NYDIA ROMERO	16614	06/11/2025	MAY'25 PC MEETING	100.00
01.0170.1740.5435	OMEGA INDUSTRIAL SUPPLY, INC.	16615	06/11/2025	SOAP/GRAFFITI SUPPLIES	1,895.97
01.0160.1640.5425	ORPHUS RAMIREZ	16616	06/11/2025	SRVS POOL HEATER	375.00
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	16617	06/11/2025	NYLON STRAPS ST POLES	506.23
01.0151.1543.5952	PARTY PRONTO	16618	06/11/2025	APR'25 EASTER EVENT EQUIP RENTALS	9,234.50
01.0151.1545.5430	PARTY PRONTO	16618	06/11/2025	MAY'25 NIGHT MARKET EQUIP RENTALS	3,289.00
01.0170.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	16619	06/11/2025	APRIL'25 - ADMIN CITE SVCS	196.40
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	16619	06/11/2025	APRIL'25 - PARKING CITE SVCS	6,239.11
01.0160.1610.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ CCTR	51.61
01.0160.1620.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ SCTR	51.61
01.0160.1630.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ MCTR	51.61
01.0160.1640.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ POOLS	51.61
01.0160.1650.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ NTP	107.40
01.0160.1670.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ MVD	107.40
01.0170.1710.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ PSO	101.58
01.0170.1710.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ CHALL	137.76
01.0170.1720.5520	POST ALARM SYSTEMS	16620	06/11/2025	JULY'25 ALARM SVCS/ YARD	161.46
01.0170.1740.5435	PREMIER JANITORIAL SERVICES	16621	06/11/2025	DISINFECTANT FOAM CLEANER	330.75
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	16621	06/11/2025	FLAGS OF VALOR CHAIR RENTAL	215.38
01.0160.1640.5520	PREMIER JANITORIAL SERVICES	16621	06/11/2025	SHAMPOO/ POOLS	436.59
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	16621	06/11/2025	DEPUTY DAY RANTAL EQUIPMENT	386.65
01.0150.1530.5952	PREMIER JANITORIAL SERVICES	16621	06/11/2025	CHAIR & TABLE RENTAL/ FATHER'S DAY LUNCHEON	1,163.91
01.0100.1040.5922	PRINT XPRESSIONS	16622	06/11/2025	4TH OF JULY GIVEAWAYS	5,699.84
01.0160.1610.5520	PRO FLOORING CORPORATION	16623	06/11/2025	CCTR GYM FLOOR REPAIR	720.00
01.0170.1770.6010	PUENTE HILLS FORD LLC	16624	06/11/2025	2025 FORD F-150	41,306.26
01.0130.1330.5950	QUADIENT LEASING USA, INC.	16625	06/11/2025	6/21-9/20/25 QUARTERLY LEASE	439.93
01.0160.1610.5520	QUENCH USA, INC.	16626	06/11/2025	CC' WTR/FLTR JUNE'25	38.77
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	16627	06/11/2025	MAY'25 BUS PASSES	32.32
01.0100.1050.5934	ROXANA TADEO	16628	06/11/2025	MAR-APR'25 LIVE SCAN SVCS	229.00
37.0670.6720.5977	SAKAIDA NURSERY	16629	06/11/2025	ST MEDIAN BEAUTIFCATION	443.22
01.0151.1545.5210	SARAH M. GERTMENIAN	16630	06/11/2025	6/26/25 NIGHT MARKET BAND PERFORMANCE	1,700.00
01.0151.1541.5430	SCMAF-SAN GABRIEL VALLEY	16631	06/11/2025	YOUTH BBALL ALL STARS TOURNAMENT	700.00
01.0151.1543.5952	SMITTY'S SIGNWORKS, INC	16632	06/11/2025	FLAGS OF VALOR BANNERS	221.00
01.0120.1210.5933	SOCAL SHRED LLC	16633	06/11/2025	MAY'25 SHREDDING SVCS	55.00
01.0170.1710.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	16634	06/11/2025	CLEAR PAINT FOR MEMORIAL DAY EVENT	73.54
01.0170.1770.5525	SUPER AUTO COLLISION CENTER INC	16635	06/11/2025	#3 HOOD/REAR BUMPER/DEEP CLEAN	2,708.43
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	16636	06/11/2025	APRIL'25 CITATION REVENUE	10,341.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	FOOD ITEMS/ CI NUTR PRGM	100.44
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	FOOD ITEMS/ CII NUTR PRGM	11.16
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	FOOD ITEMS/ CI NUTR PRGM	44.47
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	FOOD ITEMS/ CII NUTR PRGM	4.94
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	FOOD ITEMS/ CI NUTR PRGM	28.73
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	FOOD ITEMS/ CII NUTR PRGM	3.19
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	16637	06/11/2025	AFTER SCHOOL PROGRAM SUPPLIES	31.22

01.0140.1430.5910	TEAMCALIFORNIA ECONOMIC DEVELOPMENT CORPORATION	16638	06/11/2025	ANNUAL RENEWAL	2,500.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	16639	06/11/2025	JUNE'25 NEWSLETTER	6,298.82
01.0140.1430.5215	TIERRA WEST ADVISORS, INC	16640	06/11/2025	APR'25 ECON DEVELOP & ICSC SVCS	13,371.25
01.0170.1020.5515	TIERRA WEST ADVISORS, INC	16640	06/11/2025	MAY'25 INTERIM SERVICES	23,925.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	FEB'25 CUP 25-02/ENG PC-9529 GARV	340.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 ADM SVCS GRWY#407	5,945.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 ENG SVCS GRWY#407	5,500.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 CON ENG SVCS GRWY#407	3,500.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 ADM SVCS GRWY#407	2,560.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	FEB '25 LABOR COMPL SVCS GRWY#407	780.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	FEB '25 LABOR COMPL SVCS GRWY#407	78.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 GEN TRF ENG	240.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 TRF/825 LEXINGTON-GAL	1,995.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 SEMHS CIRCULATION	11,035.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 TRF ST. BUS PRK'G/SHIVELY	6,902.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 TRF/2714 CHICO	3,877.50
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MAR'25 70% PL CK/2200 RSMD	764.40
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MARCH'25 - BLDG PLAN CHECK SVCS	134,572.06
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MARCH'25 - COA FOR 825 LEXINGTON-GALLATIN	1,190.00
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	MARCH'25 - COA FOR 1510-1536 PECK RD	170.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PJT MGMT/ADM#140	850.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PJT MGMT/ADM#607	4,894.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 ATP CY #6 RPT'G	1,628.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PJT MGMT/ADM SVCS#295	326.25
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PJT MGMT/ADM#296	12,528.75
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 ADM/LAB COMPL#630	721.88
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 LABOR COMPL/ADM#640	1,265.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 FY25/26 CW ST. REHAB	11,497.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 ENG SVCS/ADM#110	5,811.40
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PJT MGMT/CHALL#252	2,411.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PJT ADM HSIP CY11#607	7,120.00
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 PL CK 70% FEE/2509 TAMORA	470.40
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 TRF/825 LEXINGTON-GAL	1,200.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 TRF SEMHS CIRCUL REV	3,825.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 TRF BUS PRK'G/LERMA	4,912.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	16641	06/11/2025	APR'25 SA/IN N OUT/CUP25071223	900.00
01.0150.1515.5204	VICTOR MONTIEL	16643	06/11/2025	MAY'25 PC MEETING	100.00
01.0170.1020.5406	WHITTIER FERTILIZER	16644	06/11/2025	TRASH CANS ST DEPT	221.50
01.0170.1710.5520	WHITTIER FERTILIZER	16644	06/11/2025	RED CHIPS CHALL	225.93
01.0151.1545.5430	ZUMAYA RENTALS	16645	06/11/2025	6/26/25 EQUIPMENT RENTALS/ NIGHT MKT	1,000.00
01.0170.1710.5520	MARTINEZ PUMPING SERVICE, INC	16646	06/11/2025	GAS LINE REPAIR	2,495.00
01.0100.1040.5916	POSTMASTER	16647	06/11/2025	JULY'25-JUNE'26 NEWSLETTER POSTAGE	24,000.00
01.0000.0000.2225	STANDARD INSURANCE	16648	06/11/2025	JUNE'25 LIFE AD&D	7,085.96
01.0000.0000.2224	STANDARD INSURANCE	16649	06/11/2025	JUNE'25 LIFE AD&D & SUPPLEMENTAL	436.66
41.0810.8110.6025	TRUELINE CONSTRUCTION & SURFACING, INC.	16650	06/11/2025	REMOVE & REPLACE BASKETBALL POSTS	26,880.00
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002811	05/27/2025	5/7-6/6/25 INTERNET SVCS/ 2028	126.34
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002811	05/27/2025	5/9-6/8/25 1450 LIDCOMBE AVE	106.24
01.0130.1310.5280	SECTRAN SECURITY INC.	DFT0002812	05/29/2025	MAY'25 ARMORED SVCS	213.06
01.0170.1730.5705	SO CAL GAS	DFT0002813	05/28/2025	4/16-5/15/25 1500 CENTRAL AVE	2,005.36
01.0170.1730.5705	SO CAL GAS	DFT0002813	05/28/2025	4/16-5/15/25 1450 LIDCOMBE AVE	183.62

01.0170.1730.5705	SO CAL GAS	DFT0002813	05/28/2025	4/16-5/15/25 1556 CENTRAL AVE	359.28
01.0170.1730.5705	SO CAL GAS	DFT0002813	05/28/2025	4/16-5/15/25 1530 CENTRAL AVE	147.63
01.0170.1730.5705	SO CAL GAS	DFT0002813	05/28/2025	4/16-5/15/25 1824 CENTRAL AVE	82.03
01.0170.1730.5705	SO CAL GAS	DFT0002813	05/28/2025	4/16-5/15/25 1900 CENTRAL AVE	35.47
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002814	05/29/2025	4/15-5/14/25 1556 CENTRAL AVE	1,896.13
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002815	05/29/2025	4/15-5/14/25 1415 SANTA ANITA AVE	1,766.24
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002816	05/29/2025	4/15-5/14/25 1530 CENTRAL AVE	2,177.77
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002817	05/29/2025	4/15-5/14/25 1824 CENTRAL AVE	553.69
01.0130.1330.5950	XEROX CORPORATION	DFT0002818	06/02/2025	4/30-5/29/25 COPIER LEASE	1,554.99
01.0130.1330.5950	XEROX CORPORATION	DFT0002819	06/02/2025	4/30-5/29/25 COPIER LEASE	283.91
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002820	06/02/2025	5/16-6/15/25 CABLE & INTERNET SVCS/ CHALL	350.13
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002821	05/30/2025	PPE 5/24/25 FEDERAL	20,474.60
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002821	05/30/2025	PPE 5/24/25 MEDICARE	6,918.44
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002821	05/30/2025	PPE 5/24/25 FICA	29,582.42
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002822	06/02/2025	PPE 5/24/25 STATE WTHD'G	7,308.26
02.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002822	06/02/2025	PPE 5/24/25 TNG WTHD'G	21.05
02.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002822	06/02/2025	PPE 5/24/25 UI TAX WTHD'G	421.04
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0002823	06/04/2025	4/14-5/12/25 POSTAGE CHARGES	182.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002824	06/03/2025	4/14-5/13/25 1903 DURFEE AVE	141.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002824	06/03/2025	4/14-5/13/25 1926 DURFEE AVE	496.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002824	06/03/2025	4/14-5/13/25 2018 DURFEE AVE	256.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002824	06/03/2025	4/14-5/13/25 11016 GOMEZ PALACIO DR	24.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1109 PECK RD	228.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1660 DURFEE AVE	141.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1508 PECK RD	376.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 FARNDON-PECK	68.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 THIENES/ PARKWAY	26.60
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1502 PECK RD	439.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1222 PECK RD	445.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1710 DURFEE AVE	234.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002825	06/03/2025	4/11-5/12/25 1628 DURFEE AVE	308.41
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0002826	04/29/2025	2/24-3/24/25 FUEL-CITY TRANSPORTATION	1,389.66
37.0670.6710.5010	US BANK VOYAGER FLEET SYS	DFT0002826	04/29/2025	2/24-3/24/25 FUEL-CITY TRANSPORTATION	3,938.38
44.0800.8010.5966	US BANK VOYAGER FLEET SYS	DFT0002826	04/29/2025	2/24-3/24/25 FUEL-CITY TRANSPORTATION	852.66
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONGRESSIONAL/ BAG FEE	40.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ TRANSPORTATION CHARGES	11.96
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ TRANSPORTATION CHARGES	13.11
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	LAEDC CONF/ EVENT REGISTRATION	100.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ TRANSPORTATION CHARGES	14.92
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ TRANSPORTATION CHARGES	87.39
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ HOTEL CHARGES	1,618.68
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CA ASSOC/ ECONOMIC DEVELOP-EVENT REGISTRATION	120.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA CONF/ HOTEL CHARGES	685.58
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ MEALS	925.60
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ TRANSPORTATION CHARGES	3.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONGRESSIONAL/ MEETING EXPENSE	595.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA CONF/ MEAL CHARGES	80.97
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONGRESSIONAL/ MEETING EXPENSE	75.00
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ MEALS	113.44
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAR'25 - CITY COUNCIL MTG/ MEALS	317.96
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ MEALS	160.02

01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ MEALS	135.20
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	COUNCIL MEETING PREP W/MAYOR	34.55
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC-CONF/ MEALS	46.50
01.0100.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICA CITIES-MEMBERSHIP REIMB	(300.00)
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ZOOM.US-SUBSCRIPTION	363.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	LA TIMES-SUBSCRIPTION	16.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	STATE OF THE CITY GIVEAWAYS/ COMMUNITY PROMOS	374.12
01.0110.1110.5633	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	RADIO DEPOT-SHERIFF EQUIPMENT	1,168.75
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PUBLIC WORKS DEPT SUPPLIES	40.17
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SWITCH PRO 24/ REPLACEMENTS	782.95
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SWITCH PRO 24/ REPLACEMENTS	1,565.91
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONF/ HOTEL CHARGES	2,023.35
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONF/ TRANSPORTATION CHARGES	88.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA SEMINAR/ HOTEL CHARGES	956.37
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAR'25 NLC CONF/ TRANSPORTATION CHARGES	47.91
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONF/ TRANSPORTATION CHARGES	57.82
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA SEMINAR CREDIT	(300.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONF/ TRANSPORTATION CHARGES	2.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MICROSOFT OFFICE LICENSE	165.32
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CARE	279.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MACBOOK PRO	5,625.65
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	COMMISSIONER SUPPLIES	57.10
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	REC CLASSES SUPPLIES	365.53
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	AFTER SCHOOL PRGM SUPPLIES	33.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	REC CLASSES SUPPLIES	184.68
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	AFTER SCHOOL PRGM SUPPLIES	201.87
01.0160.1610.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CCTR SUPPLIES	334.55
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CANVA ANNUAL SUBSCRIPTION	119.40
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SPOTIFY MONTHLY SUBSCRIPTION	19.99
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APRIL NIGHT MKT/ CAR SHOW ADS	100.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE ICLOUD SUBSCRIPTION	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE ICLOUD SUBSCRIPTION	9.99
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAR'25 MSA TRAINING	77.25
01.0170.1710.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	COOLING TOWER GASKETS/ AIR TREATMENT CHALL	86.20
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ TRANSPORTATION CHARGES	3.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA CONF/ REGISTRATION CREDIT	(300.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAY'25 ICSC L. VEGAS/ FLIGHT CHARGES	388.96
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAR'25 NLC CONF/ PARKING CHARGES	133.52
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ BAGGAGE CHARGES	40.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ HOTEL CHARGES	1,214.01
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ TRANSPORTATION CHARGES	18.63
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ TRANSPORTATION CHARGES	16.75
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ FLIGHT CHARGES	10.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NLC CONFERENCE/ BAGGAGE CHARGES	40.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA CONF/ HOTEL CHARGES	1,004.37
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PHOTOSHOP MONTHLY SUBSCRIPTION	22.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	OFFICE SUPPLIES	33.70
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	OFFICE SUPPLIES	34.15

01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	DECOR SUPPLIES	20.77
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	DECOR SUPPLIES	22.34
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PIZZA/ STUDENTS	88.09
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	COFFEE FILTERS/ NUTR PRGM	43.84
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	HOUSING CA ANNUAL CONF/ HOTEL CHARGES	1,116.99
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APA - MEMBERSHIP	580.64
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	2025 HOUSING CA ANNUAL CONF/ REGISTRATION	275.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ENGRAVED NAME BADGES	36.67
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	25 HOUSING CA ANNUAL CONF/ FLIGHT CHARGES	338.95
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CLOCK IN ROOM SUPPLIES	88.18
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FRONT OFFICE PAPER SUPPLIES	31.50
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FACILITY SUPPLIES UMBRELLA BAGS	31.96
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	LABELS AND STORAGE BOXES	47.44
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BOXING EQUIPMENT	192.85
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BOXING EQUIPMENT	52.80
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES	131.12
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES	24.12
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES	9.91
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES CREDIT	(33.03)
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES	61.67
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CITY COUNCIL SUPPLIES	335.36
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAY'25 SHRM TRAINING/ HOTEL CHARGES	903.63
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAY'25 SHRM TRAINING REGISTRATION	2,110.00
01.0100.1050.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SHRM MEMBERSHIP	299.00
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 PARMA CONFERENCE/ MEAL CHARGES	19.88
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PARMA CONFERENCE/ PARKING CHARGES	35.00
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PARMA CONFERENCE/ PARKING CHARGES	35.00
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PARMA CONFERENCE/ PARKING CHARGES	35.00
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 PARMA CONFERENCE/ MEAL CHARGES	90.00
01.0100.1060.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PARMA CONFERENCE/ HOTEL CHARGES	668.55
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CITY COUNCIL SUPPLIES	136.24
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CITY COUNCIL SUPPLIES	90.21
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PORTFOLIOS/ CITY COUNCIL	160.93
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CITY COUNCIL MTG DINNER	32.61
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CITY COUNCIL MTG DINNER	39.44
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CITY COUNCIL MTG DINNER	347.60
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CHALL SUPPLIES	26.58
01.0100.1020.5405	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CUSTOM TABLE CLOTHES	496.14
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SUPPLIES/ READ ACROSS AMERICA DAY	354.25
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	STAMPLE BAGS/ STATE OF THE CITY	7.99
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	STATE OF THE CITY/ GIVEAWAYS	1,034.92
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SUPPLIES/ READ ACROSS AMERICA DAY	99.19
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICA WINTER SEMINAR/ REGISTRATION CREDIT	(300.00)
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA SEMINAR/ TRANSPORTATION CHARGES	47.51
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICA WINTER SEMINAR/ HOTEL CHARGES	1,163.42
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MAR'25 WELL CONFERENCE/ PARKING CHARGES	38.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICA WINTER SEMINAR/ HOTEL CHARGES	13.05
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE REOCCURING CHARGE	0.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	STORAGE BOXES FOR FILES	24.96
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	DECORATIVE RUG	38.58
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	EASTER CRAFT SUPPLIES	30.31

01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	EASTER CRAFT SUPPLIES	15.16
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	EASTER CRAFT SUPPLIES	12.38
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SOCIAL SNACKS	33.41
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	EASTER DECORATIONS	34.72
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CUTLERY PACKETS/ EVENTS	214.42
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	EASTER FRONT LOBBY DECORATIONS	52.10
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	LUNCHEON SUPPLIES	209.60
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PORTABLE COFFEE MAKERS/ NUTR PRGM	364.49
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NAPKINS/ NUTR PRGM	130.06
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NUTR PRGM SUPPLIES	259.07
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ALL PRGM FOOD CRAFT SUPPLIES	187.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	TINY TOT PRGM SUPPLIES	41.42
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NTP PRGM SUPPLIES	35.81
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MCTR PRGM SUPPLIES	35.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NTP PRGM SUPPLIES	33.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ALL PRGM SNACKS	202.90
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MCTR PRGM SUPPLIES	20.73
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	REC CLASS SUPPLIES	16.46
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY LAB SUPPLIES	179.10
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ALL PRGM SNACKS	309.66
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CCTR PRGM SUPPLIES	155.40
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	TINY TOT PRGM SUPPLIES	125.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY LAB SUPPLIES	115.74
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MCTR & TINY TOTS PRGM SUPPLIES	108.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	NTP PRGM SUPPLIES	86.70
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MCTR PRGM SUPPLIES	86.01
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CCTR PRGM SUPPLIES	76.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CCTR PRGM SUPPLIES	61.73
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CCTR DEPT SUPPLIES	55.96
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	REC CLASS SUPPLIES	44.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MCTR PRGM SUPPLIES	54.51
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PRGM SUPPLIES/ KEY RINGS	8.56
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	TINY TOT PRGM SUPPLIES	7.32
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CCTR PRGM SUPPLIES	48.74
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	REC CLASS SUPPLIES	49.60
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	YOUTH BBALL BANQUET BASKETS	60.93
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	DEPT SUPPLIES	160.55
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	PROGRAM SUPPLIES	148.44
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	YOUTH SPORT SUPPLIES	185.90
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BBALL SUPPLIES	243.57
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	YOUTH SPORT SUPPLIES	63.34
01.0151.1541.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BBALL BANQUET SUPPLIES	149.82
01.0151.1541.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BBALL BANQUET SUPPLIES	1,201.34
01.0151.1541.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BBALL BANQUET SUPPLIES	405.15
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BOXING SUPPLIES	369.47
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BOXING MEMBERSHIP RENEWAL	100.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SPECIAL EVENT SUPPLIES	173.04
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES	385.31
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SPECIAL EVENT SUPPLIES	10.86
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	EASTER SUPPLIES	389.40
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BABY PAGEANT SUPPLIES	64.30

01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BIKE RIDE SUPPLIES	210.24
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SPECIAL EVENT SUPPLIES	13.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BIKE RIDE SUPPLIES	118.76
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	STATE OF THE CITY BACKDROP	558.69
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SPECIAL EVENT SUPPLIES	67.04
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	BIKE RIDE SUPPLIES	118.26
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	SPECIAL EVENT SUPPLIES	89.92
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	COUNCIL SUPPLIES	133.16
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 STAMPLI CHARGES	1,898.00
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CABLE & INTERNET SVCS	338.14
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	CABLE & INTERNET SVCS	154.98
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	1/3-2/2/25 CITY CELL PHONE	2,747.75
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	TELENYX PLATFORM	111.51
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	TELENYX PLATFORM	112.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ICA WINTER SEMINAR/ HOTEL CHARGES	13.06
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 ICA WINTER SEMINAR/ HOTEL CHARGES	1,052.37
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'25 STATE OF PUBLIC SFTY/ MEETING CHARGE	80.00
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CLOUD SUBSCRIPTION	6.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CLOUD SUBSCRIPTION	6.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CLOUD SUBSCRIPTION	8.98
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CLOUD SUBSCRIPTION	9.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CLOUD SUBSCRIPTION	10.99
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	APPLE CLOUD SUBSCRIPTION	6.99
01.0130.1310.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	FEB'24 CSMFO ANNUAL CONF/ HOTEL CHARGES	287.19
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	MICROSOFT SURFACE LAPTOPS	8,812.38
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002827	04/17/2025	ADOBE CLOUD APPS SUBSCRIPTION	575.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002828	06/04/2025	4/15-5/14/25 1675 DURFEE AVE	243.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002829	06/04/2025	4/15-5/14/25 1450 LIDCOMBE	228.48
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0002830	05/29/2025	3/25-4/24/25 FUEL-CITY TRANSPORTATION	1,948.83
37.0670.6720.5966	US BANK VOYAGER FLEET SYS	DFT0002830	05/29/2025	3/25-4/24/25 FUEL-CITY TRANSPORTATION	3,833.87
44.0800.8010.5966	US BANK VOYAGER FLEET SYS	DFT0002830	05/29/2025	3/25-4/24/25 FUEL-CITY TRANSPORTATION	787.35
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0002831	06/12/2025	MAY'25 INSURANCE	994.56
01.0000.0000.2250	CALPERS	DFT0002832	06/11/2025	ACTIVE EMPLOYEE PREMIUM	97,095.01
01.0100.1050.5941	CALPERS	DFT0002832	06/11/2025	ADMIN FEE/ RETIRED	17.08
01.0100.1050.5941	CALPERS	DFT0002832	06/11/2025	ADMIN FEE/ ACTIVE	233.03
01.0100.1050.5945	CALPERS	DFT0002832	06/11/2025	EMPLOYER SHARE/ RETIRED PREMIUM	1,264.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002833	05/29/2025	RATE PLAN 27216	20,083.79
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002833	05/29/2025	RATE PLAN 23047	2,200.92
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002833	05/29/2025	RATE PLAN 685	9,857.51
01.0000.0000.2021	CALPERS RETIREMENT	DFT0002833	05/29/2025	SERVICE CREDIT PURCHASE/ A. O	155.77
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0002834	06/06/2025	JUNE'25 DENTAL INSURANCE	6,591.41
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002835	06/10/2025	4/21-5/20/25 2620 ROSEMEAD BLVD	141.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1500 N CENTRAL AVE	980.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1556 CENTRAL AVE	484.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1819 N CENTRAL AVE	405.01
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1707 N MERCED AVE	24.64
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 MERCED N/W SANTA ANITA	67.67

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 10452 RUSH ST	85.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 2000 SANTA ANITA AVE	96.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 2022 N CENTRAL AVE	119.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1824 CENTRAL AVE	655.57
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 N/E MERCED SANTA ANITA	180.99
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1652 TYLER AVE	152.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1819 N MERCED AVE	210.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 N LERMA/ MILLET	239.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1530 CENTRAL AVE	308.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1415 SANTA ANITA AVE	365.14
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002836	06/10/2025	4/16-5/15/25 1900 CENTRAL AVE	204.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002837	06/10/2025	4/17-5/19/25 2218 ROSEMEAD BLVD	141.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002838	06/10/2025	4/21-5/20/25 2464 ROSEMEAD BLVD	294.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0002839	06/10/2025	4/17-5/19/25 2004 ROSEMEAD BLVD	24.64
01.0170.1730.5705	SO CAL GAS	DFT0002840	06/10/2025	4/30-5/30/25 1415 SANTA ANITA AVE	1,125.77
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0002841	06/11/2025	APR'25 2028 CENTRAL AVE	229.59
01.0000.0000.2255	VISION SERVICE PLAN	DFT0002842	06/12/2025	JUNE'25 VISION INSURANCE	918.92
01.0000.0000.2255	VISION SERVICE PLAN	DFT0002842	06/12/2025	CREDIT ADJUSTMENT	(69.15)
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0002843	06/11/2025	MAY'25 SUPPLEMENTAL LIFE INSURANCE	2,148.80
				Grand Total	**$ 1,460,796.94**

Authorization Signatures

Rene Salas, City Manager

City Council Agenda Report

Agenda Item No. 7.c.

DATE: June 17, 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. 25-054, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND PHOENIX GROUP INFORMATION SYSTEMS FOR CITATION PROCESSING AND ADMINISTRATION CITATION PROCESSING SERVICES

SUMMARY: Since June 25, 2019, Phoenix Group Information Systems has provided citation processing and administration citation processing services for the City's Code Enforcement and Public Safety Divisions. Staff is recommending an extension to the current Professional Services Agreement through June 30, 2026, at the current not to exceed amountof $55,000, to allow the City to undergo a Request for Proposals process.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-054, approving Amendment No. 1 to the Professional Services Agreement for Citation Processing Services between the City and Phoenix Group Information Systems.

FISCAL/FINANCIAL IMPACT: The budget for FY 2024/25 will remain at the current funding level of $55,000 currently split with fees due to the Superior Court for parking citation revenue. The impact at the end of the fiscal year is dependent upon the number of citations processed and the amount of fees collected.

DISCUSSION: On June 25, 2019, the City Council adopted Resolution No. 19-46, approving the existing Professional Services Agreement with Phoenix Group Information Systems for citation processing and administration citation processing services. Staff recommends the current agreement be extended for an additional year to allow the City to undergo a competitive Request for Proposals process. The proposed First Amendment would extend the existing agreement for an additional year, through June 30, 2026.

ATTACHMENT(S):

A. Resolution No. 25-054
B. Amendment No 1
C. Extension Letter
D. Resolution No 19-46
E. Professional Services Agreement

ATTACHMENT A

RESOLUTION NO. 25-054

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND PHOENIX GROUP INFORMATION SYSTEMS

WHEREAS, since September 1, 2010, Phoenix Group Information Systems has provided citation processing services for the City's Code and Public Safety Divisions; and

WHEREAS, on June 25, 2019, the City Council of the City of South El Monte approved Resolution No. 19-46 approving a Professional Services Agreement (the "Master Agreement") between the City of South El Monte (the "City") and Phoenix Group Information Systems (the "Consultant") with automatic renewals for subsequent one-year periods until March 1, 2024; and

WHEREAS, although the Master Agreement expired on March 1, 2024, Consultant continued to perform under the terms of the Master Agreement from the period commencing March 1, 2024, to the date of Amendment No. 1 to the Professional Services Agreement between the City of South El Monte and Phoenix Group Information Systems; and

WHEREAS, prior to the expiration of the Master Agreement, it was the City and Consultant's intent to extend the life of the Agreement to June 30, 2026, to allow the City to undergo a Request for Proposals process; and

WHEREAS, the City and Consultant are in agreement that the term of the Master Agreement be extended nunc pro tunc, notwithstanding its March 1, 2024 expiration, and that the City and Consultant intend to be bound by the terms and conditions of the Agreement as extended by Amendment No. 1, as if Amendment No. 1 had been executed upon the initial March 1, 2024 expiration date; and

WHEREAS, between the March 1, 2024, expiration date of the Master Agreement and the execution date of Amendment No. 1, the City and Consultant have performed in compliance with the terms of the Master Agreement and intended all rights, responsibilities and procedures set forth under the Master Agreement, to have been in full force and effect during this interim period; and

WHEREAS, on May 19, 2025, Consultant submitted a letter of Extension of Agreement for one (1) year, ending on June 30, 2026; and

WHEREAS, staff is recommending that the City Council consider and approve Amendment No. 1 to the Professional Services Agreement between the City of South El Monte and Phoenix Group Information Systems.

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 adopts and approves this Resolution approving Amendment No. 1 to the Professional Services Agreement between the "City" and the "Consultant" for a period not to exceed one (1) year.

SECTION 2: The City Council hereby authorizes and directs the City Manager to execute Amendment No. 1 to the Master Agreement in substantially the form attached as Attachment "B" to the June 17, 2025, staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 1.

PASSED, APPROVED, AND ADOPTED this 17th day of June 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. 25-054, 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 17th day of June 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
PHOENIX GROUP INFORMATION SYSTEMS

This First Amendment ("Amendment No. 1") to that certain agreement entitled "Professional Services Agreement," Agreement No. _____, dated June 25, 2019 ("Master Agreement"), by and between the City of South El Monte, a California municipal corporation ("City") and Phoenix Group Information Systems, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this 17th day of June, 2025 ("Effective Date"). For purposes of this Amendment No. 1, the capitalized term "Parties" shall be collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant, interchangeable as appropriate.

RECITALS

A. On June 25, 2019, the Parties entered into and executed the Master Agreement for the Consultant to provide certain Citation processing and Administration Citation processing services.

B. The Master Agreement is attached and incorporated hereto as Exhibit "A".

C. The Term of the Master Agreement was from March 1, 2021 to March 1, 2024.

D. Although the Master Agreement expired on March 1, 2024, Consultant continued to perform under the terms of the Master Agreement from the period commencing March 1, 2024, to the date of Amendment No. 1.

E. Prior to the expiration of the Master Agreement, it was the City and Consultant's intent to extend the life of the Master Agreement to June 30, 2026, to allow the City to undergo a Request for Proposals process.

F. The City and Consultant are in agreement that the term of the Master Agreement be extended nunc pro tunc, notwithstanding its March 1, 2024 expiration, and that the City and Consultant intend to be bound by the terms and conditions of the Master Agreement as extended by Amendment No. 1, as if Amendment No. 1 had been executed upon the initial March 1, 2024 expiration date.

G. Between the March 1, 2024 expiration date of the Master Agreement and the execution date of Amendment No. 1, the City and Consultant have performed in compliance with the terms of the Master Agreement and intended all rights, responsibilities and procedures set forth under the Master Agreement to have been in full force and effect during this interim period.

H. Except as specifically amended by this Amendment No. 1, all other provisions of the Master Agreement shall remain in full force and effect. This Amendment No. 1, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. All defined terms herein, as shown by initial capitalization, shall have the meaning ascribed to them in the Master Agreement, unless otherwise indicated.

Section 2. Section 2 (TERM OF AGREEMENT) of the Master Agreement is hereby amended to extend the Master Agreement to continue through June 30, 2026.

Section 3. Except as specifically amended by this Amendment No. 1, all other provisions of the Master Agreement shall remain in full force and effect. This Amendment No. 1, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

Section 4. The provisions of this Amendment No. 1 shall be deemed a part of the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment No. 1 and the provisions of the Master Agreement, the provisions of this Amendment No. 1 shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

City:

City of South El Monte,
a California municipal corporation

By: _____
Name: Rene Salas
Title: City Manager

ATTEST:

By: _____
Name: Adrian Garcia
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Susie A. Altamirano
Title: City Attorney

Consultant:

Phoenix Group Information Systems,
a California Corporation

By: _____
Name: Claire Murphy
Title: Executive Vice President

By: _____
Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

May 19, 2025

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

Subject: Extension of Agreement

To whom this may concern,

We are pleased to inform you that we will extend the current agreement, originally dated June 15, 2019 , for an additional three-year term. This extension will be at the same pricing conditions as established in the original agreement, with no price increases during the extended period.

The term of this extended agreement shall commence from the Effective Date May 1 9, 2025 and continue through June 30, 2026.

We look forward to continuing our partnership and appreciate your continued trust. Please feel free to contact us if you have any questions or require further clarification.

Sincerely,
Claire Murphy
Vice President
Phoenix Group Information Systems
claire@phxgis.com

2677 N. Main Street, Suite 440, Santa Ana, CA 92705
Phone (714) 460-7200

RESOLUTION NO. 19-46

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND PHOENIX GROUP INFORMATION SYSTEMS, INC. FOR CITATION PROCESSING AND ADMINISTRATIVE CITATION PROCESSING SERVICES DATED MARCH 1, 2019

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves an agreement with Phoenix Group Information Systems, Inc. for citation processing services for the City, at a not to exceed figure of $55,000.00 (the "Agreement").

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute the Agreement in substantially the form attached as Attachment A to the June 25, 2019 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the Agreement.

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

PASSED, APPROVED AND ADOPTED this 25th day of June, 2019.

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. 19-46, 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 25th day of June 2019, 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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 25, 2019 ("Effective Date") and is between the City of South El Monte, a California municipal corporation ("City") and **PHOENIX GROUP INFORMATION SYSTEMS**, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Citation processing and Administration Citation processing services.

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

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for ongoing Citation processing and Administration Citation processing services, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Claire Murphy, Executive Vice President (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 25, 2021, unless sooner terminated as provided in Section 12 of this Agreement or extended. This agreement will include automatic renewals for subsequent one-year periods until March 01, 2024.

3. Compensation.

A. Compensation. As full compensation for Consultant's Services satisfactorily rendered under this Agreement, City shall pay Consultant the total sum of $55,000 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**." In no event shall Consultant be paid more than $55,000.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the

amount due. City shall review each invoice and notify Consultant in writing within ten Business Days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor.

A. Consultant is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide

declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

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

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants,

employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related

to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Rachel Barbosa
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Telephone: (626) 579-6540
Email: rbarbosa@soelmonte.org

If to Consultant:

Attn: Claire Murphy
Phoenix Group Information Systems
2670 N Main Street, Suite #200
Santa Ana, California 92705
Telephone: (714) 460-7200
Email: clientrelations@phxgis.com

With a courtesy copy to:

Michael Estrada, City Attorney Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Email: mestrada@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer

of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third-Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the

last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and **B** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business Days" means days South El Monte City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of South El Monte.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall

be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of South El Monte,
a California municipal corporation

By: _____
Name: Rachel Barbosa
Title: Interim City Manager

ATTEST:

By: _____
Name: Rose Juarez
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Michael Estrada
Title: City Attorney

Consultant:

Phoenix Group Information Systems,
a California Corporation

By: _____
Name: Claire Murphy
Title: Executive Vice President

By: _____
Name:
Title:

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

EXHIBIT A
SCOPE OF SERVICES

PHOENIX GROUP Information Systems, a California Corporation Date: 2/27/2019 2670 N. Main Street, Suite 200
Santa Ana, CA 92705
(Hereinafter referred to as "PHX")

Agrees to provide to:

City of South El Monte
1415 N. Santa Anita Avenue South
El Monte, CA 91733
(Hereinafter referred to as "AGENCY")

Ongoing Citation Processing and adding Administration Citation Processing in accordance with the following terms and conditions:

PARKING CITATIONS

1.0 PROCESSING SERVICES PROVIDED

PHX shall receive from the AGENCY and process parking citations issued to California and out-of-state vehicles. PHX will provide the AGENCY with a citation processing management system and access to the database using the Internet and Wincite.net.

a.1 Citation referral and Reconciliation: The AGENCY will forward citations to PHX daily or weekly via electronic communication or hard copy. Statistics reporting will provide detail of the information received by issue date. The AGENCY will also include payment information as well as cancellations, dismissals, voids, corrections and/or other relevant information pertaining to the citation(s) status. PHX will update the AGENCY on a monthly basis regarding status of payment updates. The AGENCY may also update to the database remotely.

a.2 Registered Owner Information: PHX will be responsible for maintaining on-line communications with the California DMV. This communication is required as part of this agreement to request registered owner information. Further, PHX will be responsible for communicating and purchasing registration information with DMV offices out-of- state. If PHX is unable to obtain the information necessary, the citation may be returned to AGENCY for research and follow up.

a.3 Delinquent Notices: PHX will generate and mail the notices for citations that have been referred to PHX by AGENCY. The mailed notice will include:

- citation number
- date and time of issuance
- violation and description
- the amount of fine/fee due
- how to pay the citation and
- return address for payment

a.4 Notices: Notices are sent to the owner that DMV has on record at the time the citation is written.

2.0 PAYMENT PROCESSING

All payments processed by PHX will be based on the directions and instructions provided by the Agency. Details of the process may change as needed and will be directed by the AGENCY. Payment processing and deposits will be made within 24 - 48 hours of receipt of payment. The monies will be deposited into an account controlled by the Agency. PHX will make deposits on behalf of the AGENCY for payments received by PHX. All payments collected by AGENCY will be entered remotely or reported to PHX by AGENCY.

2.1 Revenue Reporting: PHX will forward revenue reports to balance the deposits for the month. The reports will list all citations paid by citation number and all deposits made by day.

2.2 Changes to Payment Processing Procedures

The AGENCY retains the right to change the banking procedure. Changes to the procedures will be negotiated with PHX to the extent that the banking procedures remain within the scope of services provided by PHX. Changes to the process will be finalized in writing between the AGENCY and PHX.

2.3 Credit Card Payments

Credit Card processing: PHX will provide the option for the public to pay citations through Credit Cards processing by telephone or Internet. The Violator may select credit card payment to Discover, Master Card, Visa, or AMX. The system will provide real time access to the citation data, including the balance due. The Secure site will verity the credit card, approve the payment and update the citation record in real time. The violator is charged a convenience fee of $3.95 or 3.25%, whichever is greater, that is retained by Phoenix Group for processing and merchant fees. The violator is instructed on how much to pay for the citation and how much they are charged as a convenient fee and alternative methods for payment. NO additional costs are passed on to the AGENCY.

The credit card option will be set up and maintained by Phoenix Group with no additional costs charged to the County. The services include:

a. Set up a custom header and footer page based on graphics approved by the Agency
b. All merchant fees
c. Internet security and website fees

3.1 **ONLINE INQUIRY**

System inquiry will provide to the AGENCY:

- Electronic facsimile of the original citation
- All citation information, including VIN.
- Current status of the citation, DMV inquiry, holds, and release information.
- Delinquent notice information, due date, mailing date.
- Administrative review, hearing court appeals, and disposition information.
- Payment information, including all date, amounts and payment codes, and
- Registered owner information.

The citation data is accessible by citation number, vehicle license number, name, or VIN number.

3.1 Equipment Requirements:

AGENCY will provide a standard Personal Computer that will run Microsoft Internet Explorer 6.0 or greater, and Windows 2000, Windows XP Pro or greater. PHX will provide Wincite.net to the AGENCY for citation data and reporting access. Any licensing which is required to operate Microsoft products will be the responsibility of the AGENCY.

4.0 REMOTE DATA ENTRY

4.1 Remote Data Entry: Remote data entry will be provided through the Internet, using Internet Explorer and Wincite.net. Each operator would be set up with a unique password and Security Level. Individual function levels will include view only, edit, add and dismiss/void capabilities.

4.2 User accounts: Accounts may be established by the AGENCY and/or PHX. Access is limited to employees of the AGENCY only. This limitation specifically excludes contractors and/or consultants. Exceptions to the limitation must be approved in writing by PHX.

5.1 **REPORTING**

PHX will supply AGENCY with electronic monthly reporting. The reports will be supplied to the AGENCY in a PDF format available for access using Adobe Reader with the option to export to Excel. The reports will include at least the following:

A. Officer Summary Report
B. Officer Summary Y-T-D Monthly Recap
C. Void/Dismiss Report
D. Habitual Offender Hot Sheet Report
E. Habitual Offender Detail Report
F. DMV Monthly Reports
G. Out of State Revenue Detail Report
H. Revenue Collection Detail Report
I. Daily Deposit Report
J. Revenue Distribution (Surcharge) Report

The production/management reports will be reviewed with AGENCY to establish the monthly reports required to provide adequate Information and detail. The monthly production report schedule may change as needed. Reporting information is also provided to the AGENCY in Excel formats.

The AGENCY may incorporate the purchase, lease and/or installation of Enforcement hardware and software at any time during this agreement. The inclusion of any handheld ticket writing equipment by PHX to AGENCY shall be on a monthly basis, and may be terminated by either party upon thirty (60) days written notice. Costs for the hardware and software will be quoted in advance and approved in writing by the City before installation or any charges to the city.

7.0 SURCHARGES It is the responsibility of the AGENCY to outline the surcharges that require monthly reporting to PHX. PHX will provide the monthly surcharge disbursement report to the AGENCY as part of the monthly reports as identified in Section 5. The AGENCY will make all disbursements to the County.

8.0 OWNERSHIP OF SOFTWARE

Agency acknowledges that the software and software programs used by the AGENCY were developed by PHX and PHX is the sole property owner. AGENCY obtains no right or interest in the software by virtue of this agreement.

9.0 DATA RETENTION POLICY

9.1 Computer data files: Data will be removed/archived from the system every July. Data archived from the system will be retained by PHX on electronic copy and it will be retained from 24 months from the date of archival. The AGENCY has the option to receive a copy of the data on electronic copy per request of the AGENCY. Criteria for removal/archival of data will be:

Closed citations: Any citation date older than 18 months, and has been closed for a period of one year.

Open citations: Any citations open that is not on DMV hold, and older than 24 months. Regardless of age open citations that are on DMV files with a hold on the registration will remain on the system until DMV clears the citation.

9.2 Hard copy data: Hard copy files will be returned to the AGENCY twice a year which will contain citations older than six months old. For example citation hard copies from January-June will be returned to the AGENCY the next January. These files will consist of the original citations and payment receipts. PHX will provide computer generated citation data for citations on the system provided they have not been archived to electronic copy.

10.0 TERM AND RENEWALS:

Exhibits. Exhibits A and **B** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

10.1 Ownership of Data: All citations, electronic and handwritten; reports; electronic media, and any other documents, including copies and reproductions assembled or prepared by PHX employees, agents, officers; in connection with the Agreement shall be the property of the AGENCY and shall be delivered to the AGENCY upon either the completion of this Agreement or the termination of this Agreement.

10.2 Exclusivity: AGENCY agrees to utilize only the services of PHX during the term of this agreement for the processing of citations. AGENCY also agrees during the term of agreement to not directly or indirectly assist a competitor of PHX in the performance of the services provided by PHX under this agreement, and not to divulge the trade secrets or property of PHX to any unauthorized person or entity. This Non-Disclosure obligation shall survive the termination of this agreement.

10.3 Books and Records: PHX will maintain adequate books and records for parking citations forwarded to PHX for processing. Upon two week prior notice, such books or records, related processing data, and AGENCY bank records shall be available for inspection or audit by AGENCY at PHX's location during regular working hours.

11.0 LIMITATION OF LIABILITY

PHX's sole liability to AGENCY or any third party for claims, regardless of form, arising out of errors or omissions in the services provided, shall be to furnish a correct report or data and to correct AGENCY files, provided that AGENCY promptly advised PHX thereof. PHX shall not have any liability under this Agreement for any money damages resulting from claims made by AGENCY for the unavailable services or for errors, omissions, interruptions or delays in the services provided.

12.0 INSURANCE

PHX shall procure and maintain for the durations of the contract the following insurance against claims for injuries to persons or damages of property, which may arise from or in connection with the performance of the Contract by PHX, his agents, representatives, employees or subcontractors:

d. General Liability: $1,000,000 combined single limit for each occurrence.
e. Workers' Compensation as required by the Labor Code of the State of California.

13.0 CONFIDENTIAL/FILE SECURITY

Reasonable security provisions will be provided by PHX to insure the access to AGENCY computer records and files will be available only to AGENCY. PHX cannot guarantee against loss or alteration of computer records, but will take reasonable precautions to prevent such occurrences. PHX will hold all AGENCY data in strict confidence and shall not provide any data to any other party unless directed by AGENCY in writing or as ordered by any Lawful Agency.

14.0 SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of text.

15.0 MISCELLANEOUS

15.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

15.2 The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions of this agreement.

15.3 If any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall remain in full force.

15.4 All provision of this Agreement shall be binding upon both parties.

15.5 The Agreement contains the entire understanding between PHX and AGENCY with respect to citation processing, and upon the commencement date, supersedes and replaces all prior agreements, negotiations, proposals, or representations regarding warranty or Services.

15.6 PHX agrees that it is an independent contractor and that its officers and employees are not employees of AGENCY, not are they entitled to any benefits as AGENCY employees as a result of the execution of this contract.

16. COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by PHX and PHX has been given approval to proceed.

17.0 PARKING CITATION MANAGEMENT COSTS

Monthly Fee	$150.00	Minimum monthly fee
Cost per handwritten	$0.80	Cost per handwritten citation.
Cost per electronic citation	$0.62	Cost per citation issued
Notice of Violation / Delinquent Notice	$1.42 (includes POSTAGE)	A notice of violation (delinquent notice) is sent after an INDIVIDUAL received the initial citation as a courtesy reminder. If applicable, A second notice of delinquency is sent if the payment is not made by the initial due date. **($0.88 for notices + $0.54 postage)**
Out of State citations	32%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Credit Card Payments	No Charge	A credit card processing fee of $3.95 or 3.25%, whichever is greater, will be charged to the INDIVIDUAL at no cost to the AGENCY.

Special Custom Letter	$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw). PHX will not implement processing special letters without the consent of the AGENCY.

FTB (Franchise Tax Board)	35%	Franchise Tax Board Collections: Activated Based on age of collections.
Online Contesting	$50.00	Monthly Fee - This service will provide an online contesting application that provides, dispute instructions, forms, and information as a convenient portal to the public.
Payment Processing	No Charge	Payment processing is charged for ***each payment collected (not per citation issued)***
AB503 Payment Plan Processing	$245.00	Monthly fee for the creation, processing and monitoring of all payment plans in compliance with legislative bill 503.
Refunds	$5.00	Bank account must be controlled by PHOENIX. The AGENCY will approve each refund in advance of disbursement.
Bank Returned Checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation.
Chargebacks	$30.00	If applicable, citation will be reopened and fee will be added to the citation as an administrative fee.
Hardware/Software Maintenance	$160.00	Remote support and follow-up training Configuration adjustments on both hardware and software interfaces Interface, mediation and correspondence with hardware providers and repair facilities.

Collection Services:

Expedited Collections	26%	If bail amount is recovered after 90 days and before 14 months from citation period.
Special Collections	30%	Special collections: Activated Based on age of collections.
Performing & Processing Admin Reviews	$6.00 per review	PHX will provide a review examiner to complete reviews, enter the decision in the system and notify the citizen
Hearing Officer	$75.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, make a fair determination, enter the decision in the system and send out the decision letter. Three-hour minimum.
Hearing Scheduling	$0.00	Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and notification to the city and the citizen.

ADMINISTRATIVE CITATIONS

Phoenix Group will provide services to process Administrative Citations issued by the City of South El Monte.

1.0 Citation Data:

All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will provide (pre- numbered) batch cards for tracking and controlling the citations sent to our office. Any variations will be researched by PHX and the CITY would be notified of any discrepancies.

2.0 Fine Schedule

The CITY will provide the Fine schedule along with associated late fees, and associated due dates.

3.1 **Notice of Violation (Letters)**

The notice of violation will be generated by PHX and include:

- Amount due for the violation issued,
- Applicable late fees,
- How to contest the citation,
- Warning of intent to notify a Third Party Collection Agency for non-compliance.

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Second and Final Warning letters are mailed prior to notification to a third party Collection Agency. The letters provided for this program include:

a) First Notice after Violation; Title: Notice of Administration Violation
b) Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4.0 Payments

All citation payments will be made to the order of City of South El Monte. The payments will be processed within the current guidelines established between the CITY and PHX in Section 2.0 of the agreement.

Credit Card Payments: The public will be charged a convenience fee of $3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY.

Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

CITY will have the ability to set up payment plans with violators for installments for citations. The amount of the fine and the final due date is custom per citation and determined by the CITY.

5.0 Website Set up

A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6.0 Collections and FTB

If Authorized by AGENCY, PHX will pursue INDIVIDUALS with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). PHX Collections Criteria includes: Not paid, Not suspended, and in an OPEN status. PHX will mail out a delinquent letter of warning. If the citation remains unpaid PHX will use one or several collections efforts including but not limited to: Special Collections and/or FTB Collections.

All payment updates by FTB will be forwarded to PHX by AGENCY for updating and reporting.

7.0 ADMINISTRATIVE CITATION MANAGEMENT COSTS

Monthly Fee	$150.00	Minimum monthly fee
Cost per citation	$1.75	Per citation processed
Notice of Violation	$0.95 + Postage	A notice of violation letter is charged per letter for each citation that reaches the delinquent period.
Letters Issued	$1.25 + Postage	Cost per letter sent plus First Class Postage Rate
Payment Processing/Updates	No Charge	Payment processing is charged for ***each payment collected (not per citation issued)***
Custom Development	$150.00 per hour	Additional Custom Development after/during initial set-up
One Time Set-Up Fee	$0.00	One-time fee to add base agency business logic to system

Collection Services:

Expedited Collections	26%	If fine amount is recovered after 90 days and before 14 months from citation period.
Special Collections	30%	Special collections: Activated Based on age of collections.
FTB (Franchise Tax Board)	35%	Franchise Tax Board Collections: Activated Based on age of collections.
Special Custom Letter	$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw). PHX will not implement processing special letters without the consent of the AGENCY.
Hearing Officer	$75.00 Per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, make a fair determination, enter the decision in the system and send out the decision letter. 3 hour minimum. Optional.

Hearing Scheduling	$0.00	Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and
Refunds	$5.00	Bank account must be controlled by PHX. The AGENCY will approve each
Chargebacks	$30.00	If applicable, citation will be reopened and fee will be added to the citation as an administrative fee.
Bank Returned Checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation.

8.0 CANCELLATION

AGENCY and PHX reserves the right to cancel this Agreement at any time upon ninety (90) days written notice to the other party to the address listed in this Agreement. At such time, PHX agrees to provide AGENCY with all AGENCY data plus an electronic file of all AGENCY data.

Accepted:
PHOENIX GROUP
Information Systems

Robert T. Murphy
SIGNATURE

ROBERT T. MURPHY
TYPED OR PRINTED NAME

PRESIDENT
TITLE

8/8/19
DATE

Accepted:
City of South El Monte

SIGNATURE

RACHEL BARBOSA
TYPED OR PRINTED NAME

INTERIM CITY MANAGER
TITLE

7/15/19
DATE

EXHIBIT B
APPROVED FEE SCHEDULE

17.0 PARKING CITATION MANAGEMENT COSTS

Monthly Fee	$150.00	Minimum monthly fee
Cost per handwritten citation	$0.80	Cost per handwritten citation.
Cost per electronic citation	$0.62	Cost per citation issued
Notice of Violation / Delinquent Notice	$1.42 (includes POSTAGE)	A notice of violation (delinquent notice) is sent after an INDIVIDUAL received the initial citation as a courtesy reminder. If applicable, A second notice of delinquency is sent if the payment is not made by the initial due date. **($0.88 for notices + $0.54 postage)**
Out of State citations	32%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Credit Card Payments	No Charge	A credit card processing fee of $3.95 or 3.25%, whichever is greater, will be charged to the INDIVIDUAL at no cost to the AGENCY.
Special Custom Letter	$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw). PHX will not implement processing special letters without the consent of the AGENCY.
FTB (Franchise Tax Board)	35%	Franchise Tax Board Collections: Activated Based on age of collections.
Online Contesting	$50.00	Monthly Fee - This service will provide an online contesting application that provides, dispute instructions, forms, and information as a convenient portal to the public.
Payment Processing	No Charge	Payment processing is charged for ***each payment collected (not per citation issued)***
AB503 Payment Plan Processing	$245.00	Monthly fee for the creation, processing and monitoring of all payment plans in compliance with legislative bill 503.
Refunds	$5.00	Bank account must be controlled by PHOENIX. The AGENCY will approve each refund in advance of disbursement.
Bank Returned Checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation.
Chargebacks	$30.00	If applicable, citation will be reopened and fee will be added to the citation as an administrative fee.
Hardware/Software Maintenance	$160.00	Remote support and follow-up training Configuration adjustments on both hardware and software interfaces Interface, mediation and correspondence with hardware providers and repair facilities.

Collection Services:

Expedited Collections	26%	If fine amount is recovered after 90 days and before 14 months from citation period.
Special Collections	30%	Special collections: Activated Based on age of collections.
FTB (Franchise Tax Board)	35%	Franchise Tax Board Collections: Activated Based on age of collections.
Special Custom Letter	$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw). PHX will not implement processing special letters without the consent of the AGENCY.
Hearing Officer	$75.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, make a fair determination, enter the decision in the system and send out the decision letter. 3 hour minimum. Optional.
Hearing Scheduling	$0.00	Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and notification to the city and the citizen.
Refunds	$5.00	Bank account must be controlled by PHX. The AGENCY will approve each refund in advance of disbursement.
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Expedited Collections	26%	If bail amount is recovered after 90 days and before 14 months from citation period.
Special Collections	30%	Special collections: Activated Based on age of collections.
Performing & Processing Admin Reviews	$6.00 per review	PHX will provide a review examiner to complete reviews, enter the decision in the system and notify the citizen
Hearing Officer	$75.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, make a fair determination, enter the decision in the system and send out the decision letter. Three-hour minimum.
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7.0 ADMINISTRATIVE CITATION MANAGEMENT COSTS

Monthly Fee	$150.00	Minimum monthly fee
Cost per citation	$1.75	Per citation processed
Notice of Violation	$0.95 + Postage	A notice of violation letter is charged per letter for each citation that reaches the delinquent period.
Letters Issued	$1.25 + Postage	Cost per letter sent plus First Class Postage Rate
Payment Processing/Updates	No Charge	Payment processing is charged for ***each payment collected (not per citation issued)***
Custom Development	$150.00 per hour	Additional Custom Development after/during initial set-up
One Time Set-Up Fee	$0.00	One-time fee to add base agency business logic to system

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STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 2086
RANCHO CORDOVA CA 95741-2086

Contract Number	Begins:
	Ends:

Vendor/Contractor Confidentiality Statement

FTB Information

Unit Number	Unit Name	
59	Citation Service Center	
Contact Person		Phone Number
Carlos Carrazco		626.579.6540

Contractor/Vendor Information

Your Department/Company Name				
Phoenix Group Information Systems				
Business Address Where Work Will Be Performed Street	City	State	ZIP Code	FEIN
2677 N Main Street. Suite 440	Santa Ana	C A	92705	330311833

Confidentiality Statement – I understand that all Franchise Tax Board (FTB), Internal Revenue Service (IRS), and other information provided by FTB and maintained on the above contractor's or vendor's premises is confidential. It is unlawful for any state or other employee to inspect, acquire, or disclose FTB, IRS, or other confidential information under California Revenue and Taxation Code Sections 19542 and 19542.1, Penal Code Section 502, California Public Contract Code Section 10426, Government Code Sections 90005 and 91000, 26 USC (Internal Revenue Code) Sections 7213(a)(2), 7213A(a)(2) and (b)(1), and 7431(a)(2) and (c), and 18 USC Section 1030. Violations of these statutes are punishable by fines, imprisonment, and/or the costs of prosecution. I will not enter any premises, access any computers, software, applications, or data not specifically required by my authorized duties, nor will I refer to or read any documents that come within my view other than those related to my authorized duties.

California Revenue and Taxation Code Section 19542 – Penalty for disclosing information contained in a return, report, or document. "Except as otherwise provided in this article and as required to administer subdivision (b) of Section 19005, it is a misdemeanor for the Franchise Tax Board or any member thereof, or any deputy, agent, clerk, or other officer or employee of the state (including its political subdivisions), or any former officer or employee or other individual, who in the course of his or her employment or duty has or had access to returns, reports, or documents required to be filed under this part, to disclose or make known in any manner information as to the amount of income or any particulars (including the business affairs of a corporation) set forth or disclosed therein."

California Revenue and Taxation Code Section 19542.1(a) – Penalty for willful unauthorized inspection or unwarranted disclosure or use of confidential information. "Except as otherwise provided by this article, it shall be unlawful for any person described in Section 19542 to willfully inspect any confidential information furnished or secured pursuant to this part, Part 10 (commencing with [Rev. & Tax C.] Section 17001), or Part 11 (commencing with [Rev. & Tax C.] Section 23001). For purposes of this section, "inspection" means any examination of confidential information. Any willful unauthorized inspection or unwarranted disclosure or use of confidential information by the persons described in Section 19542 is a misdemeanor."

California Government Code Section 90005 – "A member, employee, or agent of the Franchise Tax Board shall not divulge or make known in any manner the particulars of any record, documents, or information that he or she receives by virtue of this chapter, except in furtherance of the work of the Franchise Tax Board or the Commission or in connection with any court proceeding or any lawful investigation of any agency."

California Penal Code Section 502 – Knowingly and without permission accessing a computer, computer system or computer network; or accessing and taking, copying, making use of, adding, altering, damaging, deleting, or destroying any data from a computer, computer system or computer network, whether residing or existing internal or external to a computer, computer system, or computer network; or altering, damaging, deleting, destroying, or otherwise using any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data (among other prohibited actions prohibited by this section) is a misdemeanor or felony.

California Public Contract Code Section 10426 – It is unlawful for a person to intentionally disclose proprietary information obtained in the negotiation, execution, or performance of an information technology contract with a state agency when the contracting party knew or should have known that the disclosure was likely to cause harm, and such conduct is punishable as a misdemeanor.

26 United States Code Section 7213(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b) [26 USC § 6103(b)]) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20) or (21), or (m)(2), (4), (5), (6), or (7) of Section 6103 [26 USC § 6103] or under Section 6104(c) [26 USC § 6104(c)]. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $ 5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution."

26 United States Code Section 7213A(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of Section 6103 [26 USC § 6103] referred to in Section 7213(a)(2) [26 USC § 7213(a)(2)] or under Section 6104(c) [26 USC § 6104(c)]."

26 United States Code Section 7213A(b)(1) – "In general. Any violation of subsection (a) [of 26 USC § 7213A] shall be punishable upon conviction by a fine in any amount not exceeding $ 1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution."

ATTACHMENT E

26 United States Code Section 7431(a)(2) – "Inspection or disclosure by a person who is not an employee of the United States. If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of [26 USC] Section 6103 or in violation of [26 USC] Section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States."

26 United States Code Section 7431(c) – Damages that may be awarded for a violation of 26 USC Section 7431(a)(2) include the greater of $1,000 for each act of unauthorized inspection or disclosure of a return or return information, or the sum of the actual damages and, if the inspection or disclosure was willful or the result of gross negligence, punitive damages; plus costs of the action, plus reasonable attorney's fees.

18 United States Code Section 1030(a)(2) – Intentionally accessing a computer without authorization or exceeding authorized access, and thereby obtaining information from any department or agency of the United States, or from any protected computer used by or for the United States Government, is punishable by fines and imprisonment from one to ten years.

My signature verifies that I read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

I accept responsibility for having all company employees who will work with FTB, IRS, or other information provided by FTB read these laws, and agree to comply with them by signing and dating this statement or an attached signatory sheet.

I understand that it is my responsibility to retain this document and all signatures throughout the contracted period with FTB. I also understand it is my responsibility to ensure that all new employees read these laws and agree to comply with them before working with FTB, IRS, or other information provided by FTB by signing and dating this document or an attached signatory sheet.

Name (print)	Company Name and Title
Jennifer E Vasquez	City Manager
Signature	Date 9/20/18

My signature verifies that I have read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

Employee Signature	Print Name	Date
	Carlos Carrazco	9-20-18
	Joe A Martinez Jr.	9/20/18
	Jennifer Vasquez	9/20/18
	Raquel Crisostomo	
	Alma Mozo	
	Emmy Crisostomo	

Signature required on PAGE 2

STATE OF CALIFORNIA
INTERAGENCY INTERCEPT COLLECTION PROGRAM MS A116
FRANCHISE TAX BOARD
PO BOX 2966
RANCHO CORDOVA CA 95741-2966

☐ Mark this box if you are making revisions.

Email: iicgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460

Intent to Participate

Complete both sides of this form, sign, and either fax or mail it to us.

Part 1 – Agency Type

Individual debts:

☐ State ☑ City ☐ County ☐ Court ☐ College ☐ Special District

Corporation or limited liability company (LLC) debt:

☐ State

Part 2 – Agency

Agency name:	Process year:
City of South El Monte	**2019**
Division/branch:	**Agency code:**
Public Safely Center	59

Part 3 – Public Contact Unit (Provide an address and phone number for your debtors to contact you directly.)

Agency name:	Unit name:	Phone:
City of South El Monte	Parking Citation Service Center	(866) 450-2528 Ext.
Agency address/PO Box:		**Room/suite/floor:**
P.O Box		
City:	**State:**	**ZIP Code:**
Santa Ana	CA	92711

☑ Mark this box if the public contact unit is a private collection firm.
Provider name: Phoenix Group Information Systems

Part 4 – FTB Intercept Program Liaisons

Provide the names and **direct** phone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services. We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Name:	Position:	
Carlos Carrazco	Finance Director	
Email address:		**Phone:**
ccarrazco@soelmonte.org		(626) 579-6540 Ext. 3251
Name:	**Position:**	
Joe Martinez	Public Safety Supervisor	
Email address:		**Phone:**
jmartinez@soelmonte.org		(626) 652-3111 Ext.
Name:	**Position:**	
Jennifer Vasquez	City Manager	
Email address:		**Phone:**
jvasquez@soelmonte.org		(626) 579-6540 Ext.

Part 5 – Agency Mailing Address (Provide address to send warrants, fund transfers, and billings [exclude private collection firm information].) We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Agency name:	Unit name:	Phone:
City of South El Monte	Finance	626-652-3111 Ext.
Agency address/PO Box:		**Room/suite/floor:**
1415 Santa Anita Ave		
City:	**State:**	**ZIP Code:**
South El Monte	CA	91733
Contact name:		**Phone:**
Carlos Carrazco		(626) 579-6540 Ext.
Email address:		**Fax:**
financedirector@soelmonte.org		

Part 6 – SWIFT Agency Contact Information

Name:	Phone:
Carlos Carrazco	(626) 579-6540 Ext. 3251

SWIFT email address or group email address:
FTB.Elmonte@phxgis.com

Part 7 – Select Your Account Type (Select only one.)

☐ State agency (complete either A, B, or C [the State Controller will credit the intercepts accordingly])
- **A.** General checking account number (three digit number): _____
- **B.** Special fund – Fund number: _____ Organization code: _____
  State Controller's account number: _____ (contact your accounting office for this number)
- **C.** Warrant ☐

☑ City, county, agency, or college.
Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

A warrant will be issued to your agency listing the intercept funds sent to you.

Agency Certification

Complete the following information in full and sign.

This document notifies FTB that the agency plans to participate in the Interagency Intercept Collections Program for the 2019 process year. In doing so, I certify that all debtors received due process and the debts submitted for offset comply with the following Government Code Sections (please mark one):

☐ State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10, 12419.11, and 12419.12

☑ Counties, city agencies, and special districts — 12419.8, 12419.10, and 12419.12
(does not apply to corporations or LLCs)

Type of debt we intend to collect for individual debts:

☐ Fines ☑ Parking Citations ☐ Dishonored Check ☐ Fees ☐ Judgments ☐ Tolls
☐ Taxes ☐ Tuition ☐ Insurance ☐ Unpaid Services ☐ Overpayment

Type of debt we intend to collect for corporation and LLC debts:

☐ Dishonored Check ☐ Fees ☐ Taxes

☑ Other (list the debt type):
Adminstrative Citations _____ _____
_____ _____
_____ _____

I certify that the City of South El Monte agrees to pay administrative costs to the California State Controller's Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college. Administrative costs include any direct or indirect expense incurred by FTB or SCO to process your request, including any expense to respond to administrative or civil complaints for an offset performed at your request.

I certify that all records, copies, files, and media submissions received by the City of South El Monte shall be destroyed in a manner acceptable to FTB.

The approved destruction methods that permanently render data unreadable and unusable include:

- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected access, uses, and/or disclosures (incidents) of the information received under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB's Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies. Notification can be made by email at: SecurityAuditMail@ftb.ca.gov or by calling 916.845.5555.

ATTACHMENT E

Agencies using a private collection firm or data service provider need to read, sign, adhere to, and maintain FTB 7904, *Confidentiality Statement*, and *Interagency Intercept Collection Program Special Terms and Conditions*. Agencies need to identify and maintain these documents for **every** employee within their agency that has access to the daily and weekly reports. This requirement includes, but is not limited to, agency/vendor IT department staff, agency/vendor management, agency/vendor fiscal staff, agency/vendor collector staff, etc. **It is the responsibility of the agency, college, or district to safeguard the data**.

Failure to maintain FTB 7904 and *Interagency Intercept Collection Program Special Terms and Conditions* could result in unauthorized disclosure or access. Penalties for unauthorized disclosure or access could result in fines and imprisonment under California Law (R&TC Sections 19542, 19542.1, and 19542.3 and Government Code Section 90005).

Penalties may extend to the signature and names listed on the intent form as well as individuals listed on FTB 7904.

Contact the Interagency Intercept desk for FTB 7904 and the *Interagency Intercept Collection Program Special Terms and Conditions*. Franchise Tax Board may request a completed copy of FTB 7904 at any time.

Pre-Intercept Notice

Initial here _____ You are required to send your debtors a *Pre-Intercept Notice* that contains specific due process language, refer to sample FTB 2288. The notice must:

- Provide the Government Code Sections that authorize your agency to submit debts for intercept.
- Allow your debtors 30 days to resolve or dispute the debts, **before** submitting their debts to us.
- Provide your agency's contact information where the debtor can dispute the liability.

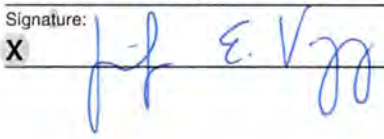
We require both new and returning agencies to provide a copy of their *Pre-Intercept Notice* along with FTB 2280 PC and FTB 7904. Failure to meet this requirement may result in a suspension of intercepts for your agency.

Effective and Cooperative Communication

It is critical that the FTB Intercept Program liaisons listed on FTB 2280 PC effectively communicate with our staff on account information, resolution of issues, and ensuring customer needs are met. Failure to cooperate in effective communication and account resolution may result in a suspension of intercepts for your agency.

I agree that our agency's fax signatures sent to FTB should be treated as original signatures.

Print name:	Title:	Phone:
Jennifer E. Vasquez	City Manager	(626) 579-6540

Signature: X 

Date: 9/20/18

PHOENIX
INFORMATION SYSTEMS GROUP

PHOENIX GROUP Information Systems, a California Corporation **Date: 1/16/2015**
2670 N. Main Street, Suite 200
Santa Ana, CA 92705
(Hereinafter referred to as "PHX")

Agrees to provide to:

City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, CA 91733
(Hereinafter referred to as "AGENCY")

Ongoing Citation Processing and adding Administration Citation Processing in accordance with the following terms and conditions:

PARKING CITATIONS

1.0 PROCESSING SERVICES PROVIDED
PHX shall receive from the AGENCY and process parking citations issued to California and out-of-state vehicles. PHX will provide the AGENCY with a citation processing management system and access to the database using the Internet and Wincite.net.

1.1 Citation referral and Reconciliation: The AGENCY will forward citations to PHX daily or weekly via electronic communication or hard copy. Statistics reporting will provide detail of the information received by issue date. The AGENCY will also include payment information as well as cancellations, dismissals, voids, corrections and/or other relevant information pertaining to the citation(s) status. PHX will update the AGENCY on a monthly basis regarding status of payment updates. The AGENCY may also update to the database remotely.

1.2 Registered Owner Information: PHX will be responsible for maintaining on-line communications with the California DMV. This communication is required as part of this agreement to request registered owner information. Further, PHX will be responsible for communicating and purchasing registration information with DMV offices out-of- state. If PHX is unable to obtain the information necessary, the citation may be returned to AGENCY for research and follow up.

1.3 Delinquent Notices: PHX will generate and mail the notices for citations that have been referred to PHX by AGENCY. The mailed notice will include:

A. citation number
B. date and time of issuance
C. violation and description
D. the amount of fine/fee due
E. how to pay the citation and
F. return address for payment

1.4 Notices: Notices are sent to the owner that DMV has on record at the time the citation is written.

2.0 PAYMENT PROCESSING

All payments processed by PHX will be based on the directions and instructions provided by the Agency. Details of the process may change as needed and will be directed by the AGENCY. Payment processing and deposits will be made within 24 - 48 hours of receipt of payment. The monies will be deposited into an account controlled by the Agency. PHX will make deposits on behalf of the AGENCY for payments received by PHX. All payments collected by AGENCY will be entered remotely or reported to PHX by AGENCY.

2.1 Revenue Reporting: PHX will forward revenue reports to balance the deposits for the month. The reports will list all citations paid by citation number and all deposits made by day.

2.2 Changes to Payment Processing Procedures

The AGENCY retains the right to change the banking procedure. Changes to the procedures will be negotiated with PHX to the extent that the banking procedures remain within the scope of services provided by PHX. Changes to the process will be finalized in writing between the AGENCY and PHX.

2.3 Credit Card Payments

Credit Card processing: PHX will provide the option for the public to pay citations through Credit Cards processing by telephone or Internet. The Violator may select credit card payment to Discover, Master Card, Visa, or AMX. The system will provide real time access to the citation data, including the balance due. The Secure site will verify the credit card, approve the payment and update the citation record in real time. The violator is charged a convenience fee of $3.95 or 3.25%, whichever is greater, that is retained by Phoenix Group for processing and merchant fees. The violator is instructed on how much to pay for the citation and how much they are charged as a convenient fee and alternative methods for payment. NO additional costs are passed on to the AGENCY.

The credit card option will be set up and maintained by Phoenix Group with no additional costs charged to the County. The services include:

a. Set up a custom header and footer page based on graphics approved by the Agency
b. All merchant fees
c. Internet security and website fees

3.0 ONLINE INQUIRY

System inquiry will provide to the AGENCY:

A. Electronic facsimile of the original citation
B. All citation information, including VIN.
C. Current status of the citation, DMV inquiry, holds, and release information.
D. Delinquent notice information, due date, mailing date.
E. Administrative review, hearing court appeals, and disposition information.
F. Payment information, including all date, amounts and payment codes, and
G. Registered owner information.

The citation data is accessible by citation number, vehicle license number, name, or VIN number.

3.1 Equipment Requirements:
AGENCY will provide a standard Personal Computer that will run Microsoft Internet Explorer 6.0 or greater, and Windows 2000, Windows XP Pro or greater. PHX will provide Wincite.net to the AGENCY for citation data and reporting access. Any licensing which is required to operate Microsoft products will be the responsibility of the AGENCY.

4.0 REMOTE DATA ENTRY

4.1 Remote Data Entry: Remote data entry will be provided through the Internet, using Internet Explorer and Wincite.net. Each operator would be set up with a unique password and Security Level. Individual function levels will include view only, edit, add and dismiss/void capabilities.

4.2 User accounts: Accounts may be established by the AGENCY and/or PHX. Access is limited to employees of the AGENCY only. This limitation specifically excludes contractors and/or consultants. Exceptions to the limitation must be approved in writing by PHX.

5.0 REPORTING

PHX will supply AGENCY with electronic monthly reporting. The reports will be supplied to the AGENCY in a PDF format available for access using Adobe Reader with the option to export to Excel. The reports will include at least the following:

A. Officer Summary Report
B. Officer Summary Y-T-D Monthly Recap
C. Void/Dismiss Report
D. Habitual Offender Hot Sheet Report
E. Habitual Offender Detail Report
F. DMV Monthly Reports
G. Out of State Revenue Detail Report
H. Revenue Collection Detail Report
I. Daily Deposit Report
J. Revenue Distribution (Surcharge) Report

The production/management reports will be reviewed with AGENCY to establish the monthly reports required to provide adequate information and detail. The monthly production report schedule may change as needed. Reporting information is also provided to the AGENCY in Excel formats.

6.0 HAND HELD TICKET WRITING EQUIPMENT – WINCITE MOBILE
The AGENCY may incorporate the purchase, lease and/or installation of Enforcement hardware and software at any time during this agreement. The inclusion of any handheld ticket writing equipment by PHX to AGENCY shall be on a monthly basis, and may be terminated by either party upon thirty (60) days written notice. Costs for the hardware and software will be quoted in advance and approved in writing by the City before installation or any charges to the city.

7.0 SURCHARGES It is the responsibility of the AGENCY to outline the surcharges that require monthly reporting to PHX. PHX will provide the monthly surcharge disbursement report to the AGENCY as part of the monthly reports as identified in Section 5. The AGENCY will make all disbursements to the County.

8.0 OWNERSHIP OF SOFTWARE
Agency acknowledges that the software and software programs used by the AGENCY were developed by PHX and PHX is the sole property owner. AGENCY obtains no right or interest in the software by virtue of this agreement.

9.0 DATA RETENTION POLICY
9.1 Computer data files: Data will be removed/archived from the system every July. Data archived from the system will be retained by PHX on electronic copy and it will be retained from 24 months from the date of archival. The AGENCY has the option to receive a copy of the data on electronic copy per request of the AGENCY. Criteria for removal/archival of data will be:

> **Closed citations:** Any citation date older than 18 months, and has been closed for a period of one year.
> **Open citations:** Any citations open that is not on DMV hold, and older than 24 months. Regardless of age open citations that are on DMV files with a hold on the registration will remain on the system until DMV clears the citation.

9.2 Hard copy data: Hard copy files will be returned to the AGENCY twice a year which will contain citations older than six months old. For example citation hard copies from January-June will be returned to the AGENCY the next January. These files will consist of the original citations and payment receipts. PHX will provide computer generated citation data for citations on the system provided they have not been archived to electronic copy.

10.0 TERM AND RENEWALS:
Except as otherwise stated, these terms and conditions shall be in effect between both parties. Commencing on 3/1/2015 this agreement will be binding until 3/1/2017. This agreement will automatically renew for subsequent one-year periods until 3/1/2019. Prices and fees are subject to change in accordance with the CPI (Consumer Price Index) and State and County municipal fee schedule. PHX will notify AGENCY of any changes prior to renewal date. Agency will be notified in writing by PHX of any agreement changes and/or fee increases. Changes will not take effect until written approval from AGENCY.

10.1 Ownership of Data: All citations, electronic and handwritten; reports; electronic media, and any other documents, including copies and reproductions assembled or prepared by PHX employees, agents, officers; in connection with the Agreement shall be the property of the AGENCY and shall be delivered to the AGENCY upon either the completion of this Agreement or the termination of this Agreement.

10.2 Exclusivity: AGENCY agrees to utilize only the services of PHX during the term of this agreement for the processing of citations. AGENCY also agrees during the term of agreement to not directly or indirectly assist a competitor of PHX in the performance of the services provided by PHX under this agreement, and not to divulge the trade secrets or property of PHX to any unauthorized person or entity. This Non-Disclosure obligation shall survive the termination of this agreement.

10.3 Books and Records: PHX will maintain adequate books and records for parking citations forwarded to PHX for processing. Upon two week prior notice, such books or records, related processing data, and AGENCY bank records shall be available for inspection or audit by AGENCY at PHX's location during regular working hours.

11.0 LIMITATION OF LIABILITY

PHX's sole liability to AGENCY or any third party for claims, regardless of form, arising out of errors or omissions in the services provided, shall be to furnish a correct report or data and to correct AGENCY files, provided that AGENCY promptly advised PHX thereof. PHX shall not have any liability under this Agreement for any money damages resulting from claims made by AGENCY for the unavailable services or for errors, omissions, interruptions or delays in the services provided.

12.0 INSURANCE

PHX shall procure and maintain for the durations of the contract the following insurance against claims for injuries to persons or damages of property, which may arise from or in connection with the performance of the Contract by PHX, his agents, representatives, employees or subcontractors:

A. General Liability: $1,000,000 combined single limit for each occurrence.
B. Workers' Compensation as required by the Labor Code of the State of California.

13.0 CONFIDENTIAL/FILE SECURITY

Reasonable security provisions will be provided by PHX to insure the access to AGENCY computer records and files will be available only to AGENCY. PHX cannot guarantee against loss or alteration of computer records, but will take reasonable precautions to prevent such occurrences. PHX will hold all AGENCY data in strict confidence and shall not provide any data to any other party unless directed by AGENCY in writing or as ordered by any Lawful Agency.

14.0 SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of text.

15.0 MISCELLANEOUS

15.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

15.2 The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions of this agreement.

15.3 If any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall remain in full force.

15.4 All provision of this Agreement shall be binding upon both parties.

15.5 The Agreement contains the entire understanding between PHX and AGENCY with respect to citation processing, and upon the commencement date, supercedes and replaces all prior agreements, negotiations, proposals, or representations regarding warranty or Services.

15.6 PHX agrees that it is an independent contractor and that its officers and employees are not employees of AGENCY, not are they entitled to any benefits as AGENCY employees as a result of the execution of this contract.

16. COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by PHX and PHX has been given approval to proceed. Any work performed by PHX prior to the date of approval shall be considered as having been performed at PHX's own risk and as a volunteer.

17.0 PARKING CITATION MANAGEMENT COSTS

Monthly Fee	$150.00	Minimum monthly fee
Cost per handwritten citation	$0.80	Cost per handwritten citation
Cost per electronic citation	$0.62	Cost per citation issued
Notice of Violation / Delinquent Notice	$1.37 (Includes POSTAGE)	A notice of violation (delinquent notice) is sent after an INDIVIDUAL received the initial citation as a courtesy reminder. If applicable, A second notice of delinquency is sent if the payment is not made by the initial due date. **($0.88 for notices + $0.49 postage)**
Out of State citations	32%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Credit Card Payments	No Charge	A credit card processing fee of $3.95 or 3.25%, whichever is greater, will be charged to the INDIVIDUAL at no cost to the AGENCY.
Special Custom Letter	$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw). PHX will not implement processing special letters without the consent of the AGENCY.

FTB (Franchise Tax Board)	35%	Franchise Tax Board Collections: Activated Based on age of collections.
Online Contesting	$0.00	Monthly Fee - This service will provide an online contesting application that provides, dispute instructions, forms, and information as a convenient portal to the public. **Monthly fee is waived because AGENCY uses PHX letter services.**
Payment Processing	No Charge	Payment processing is charged for ***each payment collected (not per citation issued)***
Refunds	$5.00	Bank account must be controlled by PHOENIX. The AGENCY will approve each refund in advance of disbursement.
Bank Returned Checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation.
Hardware/Software Maintenance	$160.00	WebEx remote support and follow-up training Configuration adjustments on both hardware and software interfaces Interface, mediation and correspondence with hardware providers and repair facilities

Optional Services available:

			Authorize (Check and Initial)
Expedited Collections	26%	If bail amount is recovered after 90 days and before 14 months from citation period.	☐____
Special Collections	30%	Special collections: Activated Based on age of collections.	☐____
Performing & Processing Admin Reviews	$6.00 per review	PHX will provide a review examiner to complete reviews, enter the decision in the system and notify the citizen	☐____
Hearing Officer	$75.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, make a fair determination, enter the decision in the system and send out the decision letter. Three-hour minimum.	☐____
Hearing Scheduling	$0.00	Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and notification to the city and the citizen.	☐____

ADMINISTRATIVE CITATIONS

Phoenix Group will provide services to process Administrative Citations issued by the City of South El Monte.

1.0 Citation Data:

All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will provide (pre-numbered) batch cards for tracking and controlling the citations sent to our office. Any variations will be researched by PHX and the CITY would be notified of any discrepancies.

2.0 Fine Schedule

The CITY will provide the Fine schedule along with associated late fees, and associated due dates.

3.0 Notice of Violation (Letters)

The notice of violation will be generated by PHX and include:

a. Amount due for the violation issued,
b. Applicable late fees,
c. How to contest the citation,
d. Warning of intent to notify a Third Party Collection Agency for non-compliance.

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Second and Final Warning letters are mailed prior to notification to a third party Collection Agency.

The letters provided for this program include:

a. First Notice after Violation; Title: Notice of Administration Violation
b. Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4.0 Payments

All citation payments will be made to the order of City of South El Monte. The payments will be processed within the current guidelines established between the CITY and PHX in Section 2.0 of the agreement.

Credit Card Payments: The public will be charged a convenience fee of $3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY.

Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

CITY will have the ability to set up payment plans with violators for installments for citations. The amount of the fine and the final due date is custom per citation and determined by the CITY.

5.0 Website Set up

A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6.0 Collections and FTB

If Authorized by AGENCY, PHX will pursue INDIVIDUALS with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). PHX Collections Criteria includes: Not paid, Not suspended, and in an OPEN status. PHX will mail out a delinquent letter of warning. If the citation remains unpaid PHX will use one or several collections efforts including but not limited to: Special Collections and/or FTB Collections.

All payment updates by FTB will be forwarded to PHX by AGENCY for updating and reporting.

7.0 ADMINISTRATIVE CITATION MANAGEMENT COSTS

Monthly Fee	$150.00	Minimum monthly fee
Cost per citation	$1.75	Per citation processed
Notice of Violation	$0.95 + Postage	A notice of violation letter is charged per letter for each citation that reaches the delinquent period.
Letters Issued	$1.25 + Postage	Cost per letter sent plus First Class Postage Rate
Payment Processing/Updates	No Charge	Payment processing is charged for ***each payment collected (not per citation issued)***
Custom Development	$150.00 per hour	Additional Custom Development after/during initial set-up
One Time Set-Up Fee	$0.00	One-time fee to add base agency business logic to system

Optional Services available:

			Authorize (Check and Initial)
Expedited Collections	26%	If fine amount is recovered after 90 days and before 14 months from citation period.	☐____
Special Collections	30%	Special collections: Activated Based on age of collections.	☐____
FTB (Franchise Tax Board)	35%	Franchise Tax Board Collections: Activated Based on age of collections.	☐____
Special Custom Letter	$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, collections, FTB or habitual violations (Scofflaw). PHX will not implement processing special letters without the consent of the AGENCY.	☐____
Hearing Officer	$75.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, make a fair determination, enter the decision in the system and send out the decision letter. 3 hour minimum.	☐____
Hearing Scheduling	$0.00	Hearings will be scheduled as directed by the City. PHX will send out hearing schedule letters, handle reschedules and notification to the city and the citizen.	☐____
Refunds	$5.00	Bank account must be controlled by PHX. The AGENCY will approve each refund in advance of disbursement.	☐____
Bank Returned Checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation.	☐____

8. CANCELLATION

AGENCY and PHX reserves the right to cancel this Agreement at any time upon ninety (90) days written notice to the other party to the address listed in this Agreement. At such time, PHX agrees to provide AGENCY with all AGENCY data plus an electronic file of all AGENCY data.

Accepted:
PHOENIX GROUP
Information Systems

SIGNATURE

ROBERT T. MURPHY
TYPED OR PRINTED NAME

PRESIDENT
TITLE

2/18/15
DATE

Accepted:
City of South El Monte

SIGNATURE

ANTHONY R. YBARRA
TYPED OR PRINTED NAME

City Manager
TITLE

2/17/15
DATE

AMENDMENT NO. 1 TO THE AGREEMENT FOR CITATION PROCESSING SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND PHOENIX GROUP INFORMATION SYSTEMS

This Amendment No. 1 dated September 10, 2013, hereby amends the agreement effective September 1, 2010 ("Agreement") between the City of South El Monte, a municipal corporation ("City") and Phoenix Group Information Systems, a California corporation ("Contractor").

RECITALS:

WHEREAS, City and Contractor entered into the original agreement (the "Agreement") that became effective on September 1, 2010, pursuant to which Contractor provides parking citation processing services for the City; and

WHEREAS, City and Contractor now desire to amend the Agreement to extend the term and modify the payment terms.

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the parties agree to amend the Agreement as follows:

1. Exhibit A (Cost of Services) to the Agreement is hereby replaced with Exhibit A to this Amendment No. 1, which is attached hereto and incorporated herein by reference.

2. The definition of "Expiration Date" in Section 1 (Definitions) is hereby amended to read as follows:

   "D. "Expiration Date": June 30, 2014."

3. All other terms and provisions of the Agreement shall have full force and effect.

4. The individuals executing this Amendment No. 1 each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

[Signatures begin next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date first written above:

CITY OF SOUTH EL MONTE

for _____
Luis Aguinaga, Mayor

ATTEST:

_____
Rose Juarez, City Clerk

APPROVED AS TO FORM:

_____
FOR Quinn Barrow, City Attorney

PHOENIX GROUP INFORMATION SYSTEMS

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

ATTACHMENT E

EXHIBIT A

COST OF SERVICES

July 15, 2013

Notice of Extension

City of South El Monte and Phoenix Group Information Systems Agreement for Citation Processing Dated 09/01/2010

The current rates are proposed for the fiscal year of July 1, 2013 – June 30, 2014

Minimum Fee: PHX will charge a monthly minimum fee of $ 150.00 each month. If the cost of citations issued exceeds $150.00 in actual billing charges, the minimum fee will be waived.

Postal Increases: In the event of a postal increase, PHX will request the adjustment of fees to offset the postal increase only; such requests will be in writing. Any other increases much be approved in writing.

Electronic copy for archival: PHX will charge $50.00 for each electronic copy as requested by AGENCY, which contains archived data as specified in Section 9.0 of the agreement.

In consideration of the services provided, AGENCY agrees to pay the following fees per citation:

1. Cost per citation (Handwritten)	$0.80	Cites Issued
2. Cost per citation (Automated)	$0.62	Cites Issued
3. Payment Processing	Included	Payment processing is included in this proposal.
4. Delinquent Notices	$0.85	A delinquent notice is **only charged for citations that reach the delinquent period and a delinquent notice is mailed,** or second notices as required. The charge is per citation. Not all citations are charge a delinquent notice fee.
5. Out of State citations See note 1.	32%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Special Collections		
6. Cost per Warning Letter	$1.25	
7. Collection Agency and/or FTB See note 3	35% of collected revenue	All costs charged by the SCO or FTB are will be paid by the AGENCY. No additional fees will be added for credit reporting, skip tracing, SSN search or custom

		work for your account.

Optional Costs/Services

8. Special customer letters. See note 2.	$1.25	During the term of this agreement, special letters may be included as directed by the AGENCY. Special letters are custom letters that follow up processing, such as hearing dates, hearing results, or habitual violations. PHOENIX will not implement processing special letters without the consent of the AGENCY. **(Optional Service)**
9. Bank returned checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation. **(Optional Service)**
10. Refunds	$5.00	Bank account must be controlled by PHOENIX. The AGENCY will approve each refund in advance of disbursement. **(Optional Service)**
11. County Surcharge Disbursement	$25.00	Checks are prepared and disbursed back to the AGENCY for payment to the County. **(Optional Service)**
12. Credit Card Payments	No Charge	A $3.95 convenience fee will be charge to the caller for a convenience fee – no cost to the AGENCY. **(Optional Service)**
13. On-line Contesting	$35.00	Per Month - This will provide online application processing for the public and provide the Agency will full access to the application and attachments. **(Optional Service)**

•Note (from above items)
Note 1. Item – 5. Out of State processing includes any costs charged by the state. The percentage is only for citations that are collected.

Note 2. Item – 8. During the term of agreement, special letters may be included as directed by the AGENCY. Special letters are custom letters that follow up processing. An example would be letters that inform the violator of habitual violations or Disposition Letters mailed for each Review and Hearing conclusion. PHOENIX will not implement processing special letters without the consent of the AGENCY.

The following parties agree to an annual extension of the current rates for the period of July 1, 2013 – June 30, 2014.

PROFESSIONAL SERVICES AGREEMENT FOR ADMINSTRATIVE CITATION PROCESSING

between

City of South El Monte

and

Phoenix Group Information Systems, a California Corporation

THIS AGREEMENT is made and entered into this 28th day of February 2013, by and between the City of South El Monte, a municipal corporation ("City") and Phoenix Group Information Systems, a California Corporation ("Consultant")

RECITALS

A. The City has determined that it seeks to hire a consultant to handle and process administrative citations issued by the City.

B. Consultant represents that it is fully qualified to provide the services based on the training, education, experience and expertise of its employees; and it desires to perform such services as provided herein.

C. No official or employee of City has a financial interest, within the provision of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. Consultant's Services.

1.1 Scope and Level of Services. Subject to the terms and conditions set forth in this Agreement, City hereby engages Consultant to provide consulting services relating to the processing, management and collection of fees for administrative citations issued for violations of the City's Municipal Code, as more fully set forth in Consultant's proposal dated May 15, 2012 and attached hereto as Exhibit A.

Specifically, Consultant agrees to process administrative citations issued by the City to individuals and businesses violating the City's Municipal Code. As part of this processing, Consultant agrees to: provide services to manage the administrative citations and provide access to data by both City and Consultant personnel, engage in data entry for purposes of entering relevant data from the administrative citations, generate delinquent notice letters, accept payments (online, credit card, cash and check) for administrative citations and deposit funds on behalf of the City on a daily basis, generate refund requests (if applicable), disburse credit card funds monthly, provide toll-free telephone access and support to individuals and

businesses who have been issued an administrative citation, provide contested citation support including administrative hearing support, ensure service and websites are adequately secure and all data is backed up on a regular customary basis, and cooperatively work with a third party collection company to obtain payment for all delinquent administrative citations.

The nature, scope and level of the Services to be performed by Consultant are more particularly described in Exhibit A. In the event of any inconsistencies between the Proposals and the Agreement, the terms and provisions of this Agreement shall control.

1.2 Time for Performance. Consultant shall perform all services under this Agreement on a timely, regular basis consistent with industry standards for professional skill and care.

1.3 Standard of Care. As a material inducement to City to enter into this Agreement, Consultant hereby represents that it has the experience necessary to undertake the services to be provided. In light of such status and experience, Consultant hereby covenants that it shall follow the customary professional standards in performing all services.

1.4 Familiarity with Services. By executing this Agreement, Consultant represents that, to the extent required by the standard of practice, Consultant (a) has investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) understands the difficulties and restrictions in performing the services under this Agreement. Consultant hereby warrants that it can and will perform the services contemplated by this Agreement.

2. Term of Agreement. This Agreement is effective as of February 28th, 2013 (the "Effective Date"), and shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided in Section 15 herein.

3. Compensation.

3.1 Compensation. City shall pay Consultant the following fees for the Services:

3.1.1 Fee for Customization. City shall pay Consultant a flat fee of $450.00 for customization of Consultant's services for the City.

3.1.2 Fee for Handling Each Citation. City shall pay Consultant $1.35 for each citation that is processed by Consultant.

3.1.3 Fee for Delinquent Notices. City shall pay Consultant $1.25 for the drafting, mailing and processing of a written delinquent notice informing the individual or business that was issued the administrative citation that it is delinquent in making payment to the City.

3.1.4 Fee for Custom Letters. City shall pay Consultant $1.25 for each custom letter Consultant prepares. Custom letters shall be limited to situations where Consultant generates a letter to inform a business or individual that was issued the administrative

citation of any hearing date, hearing results, of a returned check, or any collection agency referral. City shall be informed that a custom letter will be generated prior to incurring the charge.

3.1.5 Fee for Processing Returned Checks. City shall pay Consultant $10.00 whenever a check provided by a business or individual that was issued the administrative citation is returned by the bank for any reason.

3.1.6 Fee for Processing Refunds. City shall pay Consultant $5.00 for each refund processed by Consultant as directed by the City.

3.1.7 Fee for Collection Services. City shall pay Consultant 35% of the amount of all sums actually collected and remitted to City by Consultant for each citation that is submitted to Consultant by City for collection. If the payments (collections) are accepted by the Collection Agency then the city shall be paid net amounts collected on a monthly basis. At no point shall Consultant or its subcontractor be entitled to 35% if, in the City's determination, the amount due on the citation was remitted to City prior to Consultant's collection efforts.

4. Method of Payment.

4.1 Invoices. Consultant shall submit to City monthly invoices for the services performed pursuant to this Agreement. The invoices shall describe in detail the services rendered during the period. The invoice shall also separately describe any extra services authorized by the City Council. Any invoice claiming compensation for extra services shall include appropriate documentation of the City Council's prior authorization of such services.

4.2 City shall review such invoices and notify Consultant in writing within twenty business days of any disputed amounts.

4.3 City shall pay all undisputed portions of the invoice within thirty calendar days after receipt of the invoice.

4.4 All records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by the City.

5. Representatives.

5.1 City Representative. For the purposes of this Agreement, the contract administrator and City's representative shall be the City Manager, or such other person as the City Manager designates in writing (hereinafter the "City Representative"). It shall be Consultant's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions that must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

5.2 Consultant Representative. For the purposes of this Agreement, Mary Houghton, is hereby designated as the principal and representative of Consultant authorized to act in its behalf with respect to the services specified herein and make all decisions in connection

therewith (the "Responsible Principal"). It is expressly understood that the experience, knowledge, capability and reputation of the Responsible Principal were a substantial inducement for City to enter into this Agreement. Therefore, the Responsible Principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. Consultant may not change the Responsible Principal without the prior written approval of City, which approval shall not be unreasonably withheld.

6. Consultant's Personnel.

6.1 All Services shall be performed by Consultant or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City business license as required by the City Municipal Code.

6.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the standard of care set forth in Section 7 below.

6.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.4 Consultant shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of city or agency officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

7. Standard of Performance. Consultant shall perform all services to customary professional standards and in a manner reasonably satisfactory to City.

8. Ownership of Work Product.

8.1 Ownership of Plans. All plans, specifications, reports, studies, analysis, data, or other written material (collectively "Plans" in this Section 8) prepared or obtained by Consultant in the course of performing the Services shall be and remain the property of City without restriction or limitation upon its use or dissemination by City, and Consultant shall convey and transfer all copyrightable interests in the Plans to City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City. Such material shall not be the subject of a copyright application by Consultant. Any reuse by City of any such materials shall be at the sole risk of City unless City compensates Consultant for such use. City agrees to indemnify, defend and hold harmless Consultant against any claims, losses, costs or damages as a result of City's reuse of the Plans without compensation to, or prior authorization of, Consultant. In the event of

the return of the Plans to Consultant or its representative, Consultant shall be responsible for their safe return to City. Consultant shall be entitled to retain copies of the Plans for Consultant's files. Under no circumstances shall Consultant fail to deliver any draft or final plans, reports, studies, analysis, data or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Consultant and City concerning payment, performance of the contract, or otherwise. This Covenant shall survive the termination of this Agreement.

8.2 Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. They City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.3 Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City Representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

9. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as an agent of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and defend, indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 9.

10. Confidentiality. Consultant may have access to financial and personnel data of individuals and City employees. Consultant covenants that all data, documents, discussion, or

other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

11. Conflict of Interest.

11.1 Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

11.2 Consultant further represents that it has not employed or retained any person or entity, other than a *bona fide* employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a *bona fide* employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

11.3 Consultant has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in subsection 11.1.

12. Indemnification, Hold Harmless, and Duty to Defend

12.1 Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter), Consultant shall defend, hold harmless and indemnify the City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees") with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the

agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Subsection 12.1 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

12.2 Acknowledgment of Indemnity Duties. By affixing their initials below, each party representative hereby acknowledges that they have read and accepted the provisions set forth in this Section 12.

City _____ Consultant _____ Consultant _____

12.3 Nonwaiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

12.4 Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor.

12.5 Survival. The provisions of this Section 12 shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

13. Insurance.

13.1 Liability Insurance. Consultant shall procure and maintain in full force and effect for the duration of this Agreement insurance against claims for injuries to persons or damages to property and professional negligence which may arise from or in connection with the performance of the services hereunder by Consultant, and its agents, representatives, employees and subcontractors.

13.2 Minimum Scope of Insurance. Unless otherwise approved by City, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Professional Liability insurance in a form approved by the City.

13.3 Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(1) General Liability: $2,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.

(2) Automobile Liability: approved by the California Joint Powers Insurance Authority.

(3) Employer's Liability: $1,000,000 per accident and in the aggregate for bodily injury or disease and Workers' Compensation Insurance in the amount required by law.

(4) Professional Liability: $1,000,000 per claim/aggregate.

13.4 Deductibles and Self-Insured Retentions. Consultant shall inform City of any deductibles or self-insured retentions except with respect to professional liability insurance.

13.5 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of city or agency officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of city or agency officials which are not also limitations applicable to the named insured.

(2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of city or agency officials. Any insurance or self-insurance maintained by City, their officers, officials, employees, designated volunteers or agents serving as

independent contractors in the role of city or agency officials shall be excess of Consultant's insurance and shall not contribute with it.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially modified except after 30 days prior written notice by first class mail has been given to City.

(5) Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city or agency officials.

13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless waived in writing by City's Risk Manager.

13.7 Verification of Coverage. No work or services under this Agreement shall commence until Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. Proof of insurance must be sent directly to the City Clerk's Office.

13.8 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein unless otherwise approved in advance in writing by City.

14. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require. City shall compensate Consultant for any litigation support services in an amount to be mutually agreed upon by the parties.

15. Termination. Either party shall have the right to terminate this Agreement at any time for any reason on written notice the other party. In the event either party exercises its right to terminate this Agreement, City shall pay Consultant for any services rendered prior to the effective date of the termination. Consultant shall have no other claim against City by reason of such termination/ consultant shall have no other claim against City by reason of such termination, including any claim for compensations.

16. Suspension. City may, in writing, order Consultant to suspend all or any part of the Consultant's Services for the convenience of City or for work stoppages beyond the control of City or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the Services does not void this Agreement.

17. Notices. Any notices, bills, invoices, or reports authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be addressed as follows:

If to City:	City Clerk City of South El Monte 1415 Santa Anita Avenue South El Monte, CA 91733
If to Consultant:	Mary Hougton, Vice-President Phoenix Group Information Systems, Inc. 2677 North Main Street, Suite 400 Santa Ana, CA 92705

18. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. Non-Assignability; Subcontracting. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, with the exception of the subcontracting of the collection services. Consultant shall be required to obtain City's written consent prior to subcontracting the collection services. Any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder without City's prior written consent shall be null, void and of no effect.

20. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Consultant performs the Services.

21. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of

any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

22. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including all attorneys' fees incurred in connection therewith.

23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

24. Construction. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

25. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

ATTEST:

By: _____
City Clerk

CITY OF SOUTH EL MONTE

By: _____
Mayor

APPROVED AS TO FORM

By: _____
City Attorney

By: _____
Name: ROBERT F. MURPHY
Title: PRESIDENT & SECRETARY

By: _____
Name: MARY HOUGHTON
Title: Vice President

(Two signatures required for California Corporations Code Section 313)

EXHIBIT A

(PROPOSAL/SCOPE OF SERVICES)

PHOENIX GROUP
INFORMATION SYSTEMS

Presents to the City of South El Monte

WinCite.net

***Proposal Response to Request to* Provide**

Administrative Citation Processing Services

Proposed May 15, 2012

By: Mary Houghton

Vice President

PHOENIX GROUP Information Systems

Certified Small Business

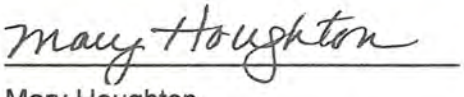
This Proposal is for services involved in the processing of Administrative Citations issued by the City of South El Monte, (CITY). This processing will consist of Data Entry, Data Communications, "Notice of Administrative Violation" preparation and mailings, subsequent processing of Payments, reporting to Collections and all other specifications identified within the Request.

The information contained within this Proposal is for evaluation by CITY. This Proposal should not be disclosed or forwarded to persons outside CITY. This bid will remain valid for a period not to exceed 180 days.

BIDDER:

PHOENIX GROUP Information Systems, a California Corporation
2677 North Main Street, Suite 400
Santa Ana, CA 92705
(714) 460-7200
(714) 384-0151 (Fax)
http://www.phxgroup.com

Years in Business: 22
Size of Organization: 22 employees
Certified Small Business Organization



Mary Houghton
Vice President
Email: Mhoughton@phxgroup.com
Primary Contact for Proposal
And Contract

Sub-contractor:
Collection Agency

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SECTION 1 – Scope of Services

Phoenix Group provides a proven and well known "Parking" citation service to over 190 clients throughout California. The administrative citation program was paralleled to meet many of the same services provided to the Police Department for the Citation processing program. Access to Administrative citations can be accessed using the same application as the parking program. Security set up will allow or prevent individual users for access to the data. The software is not purchased, instead the City is charged for the processing services. The program may be set up to meet custom specifications required by the City

We began with Administrative citation processing as a custom project for an existing client and modified our parking program to adjust the processing to meet the needs of Administrative citations over ten years ago. Since that time we have continued to provide this custom program for this client and many others. There are many new ordinances that have lead Cities to outsource the Administrative Citation Program. Our program has been adjusted to meet the specific needs of the City for Administrative Citations.

PHOENIX GROUP will provide (but are not limited to the) following services:

a. Citation management software services, Hosted client server system, web-based application service,
b. Citation Data Entry,
c. Notice (letter) generation,
d. Contested citation coordination, suspension and disposition,
e. Payment processing, updating, including credit card payments on-line and by telephone,
f. Toll free violator inquiry,
g. Customer Service,
h. System reports, PDF and excel exports available,
i. Real Time Local (City) inquiry capability,
j. Data storage, data retention, and other data so required within the proposal specifications.

The WINCITE system provides full edit capability with the exception of any modification to the citation number. The WINCITE system will maintain historical data for each citation on the system.

1.01 Experience:

Phoenix Group is celebrating our 23rd year of service to government agencies and processing citations. Our experience with citation processing and management is extensive with more than 60 years experience between *key* staff members. **The experience and teamwork of the staff at PHOENIX GROUP contribute to the success in the commitment and dedication in providing the best service possible for our clients.** This includes (but is not limited to) working on new projects, providing variables to the system, adding new enhancements and having the opportunity in sharing them with our customers.

Robert Murphy - President (previously Peat Marwick, Computer Auditor Specialist). Provides expertise in accounting and revenue tracking and control points. His responsibilities include all financial accounting and oversees the payment processing functions.

Mary Houghton - Vice President, brings over 30 years of experience in the Parking Management industry. Responsibilities include customer relations and service, contract negotiations, and new product development.

Dave Rotenberg – Manager of Technical Operations, has over 9 years experience beginning his career as a parking enforcement officer.

Rose Dominguez – Operations Supervisor, has over 10 years supervising the payment processing and mail operations.

1.02 Citation Import and Data Entry: All citations received by PHOENIX GROUP for data entry are in the system within 24 - 48 hours of receipt. The CITY will be notified of any errors or questions regarding the citations. Data entry is performed exclusively by Phoenix Group staff. All data entry fields are keyed into the system through a series of verifications. Data Scraping is not used to enter the data from the citation.

Hard copy citations are forwarded to PHOENIX GROUP on a regular defined schedule. PHOENIX GROUP will supply CITY with a tracking system for the citations that are sent by delivery (in addition to automated communications). This system will allow us to verify that all citations sent by CITY are received in our office.

1.03 Name of Violator: The CITY will remain in control of the name or CDL of the person responsible for the violation. Phoenix Group will enter the name and address provided on the citation.

1.04 Mailing Address: Phoenix Group will mail the delinquent notice (letter) to the name provided on the citation. Letters are generated daily based on the criteria established by the City. Daily payments are picked up by Phoenix Group staff from a 'pre-established' post office box locally in Santa Ana. The mail would be generated to reflect City's return address as:

City of South El Monte
C/o Citation Service Center
Post Office Box 11370
Santa Ana, CA 92711

1.05 Notice of Violation: Phoenix Group will mail the delinquent notice (letter) to the name provided on the citation. Letters are generated daily based on the criteria established by the City. Additionally with the on-line remote capabilities, CITY will have the option to cancel a notice immediately by closing the citation with a payment, void, dismissal, review, or hearing disposition. The Notices are mailed out on in Blue, Black and White form mailed in a #10 envelope with the City's Name identified, and includes a tear off remittance stub with a # 9 remittance envelope.

The number of days between the citation issue date and the notice mailing date will be established by the CITY, and will have the option to be adjusted if requested by the City. The information captured from the citation will be included on the Notice, which includes:

a. Violator's name and address,
b. Issuing Agency Name,
c. Citation number,
d. Location,
e. Date and time issued,
f. Violation code, and description,
g. Amount and date payment is due,
h. How to pay the citation, Return address for payment,
i. Payee Name,
j. Notice Mail Date, Last date to contest the citation,
k. Partial payment previously made, and remaining amount due
l. Custom verbiage for a special custom message such as payment or contesting procedures.

FAILED DELIVERY – All notices that are returned as "Undelivered" are entered into the system. However, in the event the notice is returned with a change in address the new address information is entered into the system and another notice is mailed.

1.06 Custom Letters: Custom letters will be generated for CITY for various reasons as an option to be added or discontinued at any time. Special letters for CITY would be:

1. Hearing Scheduling
2. Hearing Result Letters

3. Collection or Warning letters, 4. Bank returned checks.

FAILED DELIVERY – All letters that are returned as "Undelivered" are entered into the system for reference.

The letters will be accessible to the CITY to reprint or create the letter remotely. The letters are generated by Phoenix Group and mailed daily. Phoenix Group will provide a predefined list of reason codes for all dispositions.

1.07 Daily Payment and Depositing Process Overview: Daily, weekly and monthly procedures have been established to control and manage the citation payments received at PHOENIX GROUP. On a daily basis, all payments are batched and entered into the WINCITE system. Once this is completed, we begin our process to account for each and every check and make deposits within 24 hours of receipt. Mail is picked up daily from post office. All payments received by Phoenix Group are processed on a daily basis by our staff. Payments are entered into our system within 24-48 hours. The data entry of payments is performed on-line, and verified at the time of entry. The citation and the Delinquent Notice will provide instructions and address for the payment.

Payments are conducted by one of the following:

1. **Mailed to Phoenix Group,**
2. **Telephone, IVR 24/7,**
3. **Internet using a credit card, or**
4. **Made in person to CITY.**

PAYMENTS WOULD BE MADE PAYABLE TO:
CITY OF SOUTH EL MONTE
c/o Citation Service Center
P. O. Box 11370
Santa Ana, CA 92711

Cash payments, in the event a payment is received as cash through the mail, PHOENIX GROUP will exchange a company check for the cash payment and continue with the process. Cash (currency) does not leave our office and is not sent to the bank, instead substituted with a company check for security purposes.

Deposits are automatically emailed to CITY on a daily basis. On a monthly basis, all payments deposited at PHOENIX GROUP are reconciled once again to the monthly deposit reports for a final reconciliation of the monies deposited. Copies of the deposit are also available on line.

PHOENIX GROUP will process the payments and subsequent deposits directly to a bank account controlled by CITY or otherwise directed. The bank deposits would be made daily to a Union Bank or Bank of America account. Phoenix Group maintains a copy of all bank deposits and accounting.

1.08 Multiple Payments: Payments are detected when a duplicate (or secondary) payment is received. In the cases of a valid exception to enter the duplicate payment, the WINCITE program will provide detail information on every payment made.

1.09 Walk In Payments- Revenue Collected at the City: The CITY will have the option to accept "walk-in" payments if needed. The receipt information would be forwarded to PHOENIX GROUP for processing or entered remotely into the WINCITE program. The WINCITE system will denote the source of payment and the City will identify the payment type and reflect where the revenue was received and deposited. All payments entered on line will also track the Operator that entered the payment information.

PHOENIX GROUP will coordinate with CITY'S accounting officer for the implementation of any procedures for processing:

a) Bad checks b) partial payments c) refunds d) promissory notes

1.10 Public Web Access and Credit Card Payments: The system will allow citation inquiry with instructions and ability to continue with payment by credit card. The data is available in real-time with the highest level of security. All credit card payments are posted to the system immediately Credit Card payments will be made over the phone and Internet. The Internet Web/Credit Card Program is established and in a productive mode. The Violator can make credit card payments over the phone with operator assistance.

Charges for the credit card option will be a convenience fee to the public. Phoenix Group will charge a "Convenience Fee" to the Violator for processing the citation payment. No charge will be made to CITY for this service.

1.11 Payment Plans and Settlement Agreements: CITY has the option to set up a payment plan with a violator for installments for a particular citation. The amount of the fine and the final due date is custom per citation. The payment plan will allow CITY to set up as many installments as is necessary to assist the violator in completing the payment in full.

CITY will establish the number of payments and the final due date of the citation. The system will automatically suspend the citation at the stage and amount due at the time of the promissory note until the final due date of the promissory note.

1.12 Payment Extensions: PHOENIX GROUP provides for an "extension" feature. This feature allows CITY, to provide an extension of payment. The system will only suspend the citation until the extended date. This process could be used to track non-monetary obligations such as community service.

1.13 Bank Returned Checks: In the event the payment is returned from the bank due to a bad check, the payment will be "reversed". This process can be completed/entered by the City or Phoenix Group. Our remote access will allow for any department (provided they have access and security to alter or change the data of the citation) to access the data and enter immediately. PHOENIX GROUP will follow-up with a letter/notice. The name of the agency will be listed as well as the location for payment and any other data that is requested by CITY. The letter is custom and will have the option to be adjusted to add additional comments.

1.14 Refunds: REFUNDS - PHOENIX GROUP will provide verification that a refund is applicable and provide a refund request form to CITY. Upon approval of the refund, CITY will initiate the refund and the information will be tracked within WINCITE.

1.15 Payment Disposition Tracking and Reason Codes: The WINCITE program will track all voided, cleared, and or dismissed dispositions (separate status codes) for citations sent to the administrative review/hearing process. In addition to providing information as to the current status, the system will also provide the user with the entire history of the citation (or license plate).

The citation payment will remain in the system for approximately two years AFTER payment (purge data requested in advance). This will allow CITY to request revenue information for one complete fiscal year.

In addition to tracking the stage of the citation, PHOENIX GROUP established "Reason Codes" to further define the action of a disposition. There are various reasons why a citation is valid/upheld or dismissed/voided. PHOENIX GROUP provides a list of reasons codes to incorporate into the tracking of the dispositions.

1.16 Delivery of Documents: All correspondence that requires the attention of CITY will be "date stamped" to show the date received at Phoenix Group. All documents are recorded in the system, and suspended if they are review or hearing requests and finally forwarded to CITY once a week.

1.17 Toll Free Telephone and Violator Inquiry (Interactive Voice Response): PHOENIX GROUP will assist in responding to all inquires and initial complaints regarding the status or disposition of a citation. Assistance will be provided through our IVR system in both English and Spanish. PHOENIX GROUP provides a toll free 800-telephone number for violators (California and out-of-state) to call for assistance. Customer Service for Citizens is available from 8:00 - 5:00 daily, excluding weekends and holidays.

The Automated (Interactive) Voice Response System (IVR) will provide real time response both in English and Spanish. The system will provide after hours assistance to callers inquiring about the citation status. Additionally, the Automated Voice Response System will provide the capability to receive credit card payments, Visa, Discover, Master Card, and AMX.

1.18 Contested Citation and Tracking: The system will provide accountability and history for every citation within this process. The tracking process is available for inquiry by CITY on-line reflecting the current stage of the citation. The tracking process will indicate any previous administrative activity and provide complete historical information on the citation or license plate. CITY will be provided with reason codes within the system to identify the disposition, track all of the events, and finally identify the reason for the action.

PHOENIX GROUP will maintain these records and allow CITY access through on-line inquiry. The design of our system lends itself for variables and customization per CITY'S specifications. The following is a suggested outline for the procedures.

a. Administrative Hearing

The hearing request will be established to meet the guidelines set by CITY. In the event the Violator does not appear for the scheduled hearing and has deposited the fees due for a hearing, the fees will be deposited and will clear the citation with no further processing necessary. The instructions should also include procedures for indigent cases. Upon receipt of the hearing request, PHOENIX GROUP will suspend the processing and prepare the scheduling of the hearings. Upon receipt of the request, PHOENIX GROUP will:

1. Suspended all processing of the citation,
2. Enter the payment information
3. Establish an administrative tracking record to capture all information,
4. Prepare a hearing date,
5. Notify the violator of the hearing, and
6. Prepare a hearing schedule for the hearing officer.

PHOENIX GROUP customer service clerks will determine if the Violator has followed the time lines and any procedures that have been established or set-up by CITY. PHOENIX GROUP will direct the violator with any and all information required by CITY, including but not limited to crediting the deposit of fees, time limitations or other correspondence as required or needed to proceed with the hearing prior to forwarding to CITY.

b. Hearing Scheduling

Scheduling for hearings are provided as needed or if requested by the City. Also included is canceling a hearing in the event of a returned check, rescheduling or providing information of how to proceed if the defendant claims indigence. Phoenix Group will handle the set up, letter of confirmation, rescheduling, notification to the Hearing Officer, dispositions and disposition letters.

Phoenix Group will generate letter notifications to the public with the disposition of the citation. The letters and the contents will have the option for customization to meet the needs of CITY. Additionally each letter will have the ability for specific customization as needed due to the depth or situation of the citation.

1.19 Hearing Officer Services: Phoenix Group will work with the Hearing Officer to confirm the data needed to meet the specifications required. Additionally we can set up a hearing officer 'log-in' to research in advance of the hearing, update hearing results and record notes. The CITY will also have the option to enter the data using a Remote Processing program. The system will retain each level of the contested citation process.

1.20 Voiding and Dismissing Citations: CITY will direct all voids and dismissals. The Voids and Dismissals are entered on-line or directed to Phoenix Group via transmittals.

1.21 On Line Access: System provides full status, history, changes, and changes by operator, all associated dates, and note details. A standard Personal Computer with an operating system of XP, or Windows 2000Pro will allow CITY to access the main database (Host System) using only the Internet. No additional software or hardware is required. Remote access is provided to CITY at no cost.

Password protection is provided for all access into the system. CITY will be responsible for any costs for Internet telephone service at CITY, provide an up to date standard computer using Microsoft Windows 2000Pro. The system will be available 24 hours a day with the exception of system back up and maintenance, and/or troubleshooting problems.

1.22 Remote Data Entry and System Access: Remote Data entry is available using only the Internet and WINCITE to obtain full real-time information. Each operator is set up in our system with a unique password for security and tracking purposes.

1.23 Reporting: Monthly reports are available to access over the Internet using Wincite.net. The reports are in a PDF format and only require Adobe reader for viewing, searching, and printing. An Excel version is provided for most reports. Each report will include all the monthly documentation for officer performance, revenue, DMV, billing, and surcharge disbursement.

Ad hoc reporting is available using our Custom Reporting set up in Wincite.net accessible over the Internet. This will allow CITY to create and generate custom reports for very specific needs.

1.24 System Backup and Recovery: PRIMARY HOST SYSTEM Backup and Data Protection – PHOENIX GROUP Phoenix Group back up is performed on a Raid 5, which protects the data from hard drive failure. In addition, the Citation Data is copied in 30-minute increments to protect from data corruption and allows for a quick restore.

Daily Backups are performed seven days a week with one end of week backup and stored off site as well as one month of data maintained on site, the backup is maintained on external media.

1.25 Involvement with the Internet and City Link: PHOENIX GROUP has incorporated the use of the Internet into our process. This involvement includes:

1. True web based system
2. Daily communication to the Host database,
3. Monthly Report Access via the Internet
4. Web Site and City Link – Phoenix Group suggests the use of the City's website to host payment options, violation descriptions and also link to our credit card site for operation by the public. It is acknowledged that the City currently has a set up to this process and Phoenix Group will make sure that all the same features and benefits will be incorporated in our set up.
5. Violators – Credit Card Payments and Inquiry
6. Web Based System - Our web-based system will allow CITY access the database from any PC with Internet access. The site is a secure site with full remote capabilities.

Other applications that the City may want to integrate would need to be established. The integration would depend on type of program, web services, and fields desired.

1.26 Collections: Citations that meet the criteria of special collections would be as follows: Citations that did not meet the specific requirements set by the City, such as not paid within 90 days and not suspended due to a hearing. Our preferred method of follow up collection is a 'Collection Agency'. Using the methods set by FTB will only allow a once a year benefit while using the methods of a collection agency will bring results to the city monthly.

Phoenix Group will mail out a delinquent letter of warning. If the citation remains unpaid, the data will be turned over to a Collection Recovery Company.

Third PARTY COLLECTION SERVICES OVERVIEW

Third party collection agencies understand the primary objective of collection work for the City is to return the maximum amount of principal as quickly as possible with the highest level of customer service. In the event citations need to be placed with our agency, this is what you can expect. Some service protocols can be customized to suit the individual needs of your City.

The program is already established and in a productive mode. The process will involve a daily export for any citations that meet the established criteria. The same process will take place for any citations paid to the collection agency. Additionally any payments made to the City or Phoenix Group that has previously be sent to collections will be updated to the Collection agency.

The project will require the City to send (mail) tickets issued, or if desired the City may also enter the ticket. Other than the initial setup, very little is additionally required. The customer support staff will answer questions and set up hearings. Any other questions such as reason for the violation may be referred to the City.

1.27 Audits – Books and Records and Data Retention: PHOENIX GROUP shall maintain separate books and records for the processing of CITY'S citations. Such books and records will consist of citation origination and disposition documentation (source documentation) and related processing control documentation, and magnetic media, both computers resident (on-line) and archival (off-line).

The above defined books, records will be maintained at PHOENIX GROUP corporate headquarters and made available for inspection and audit by CITY at all reasonable times with 48 hours prior notice to PHOENIX GROUP. Citations, files, books, records, information stored on magnetic media, and other documents generated by PHOENIX GROUP shall be deemed the property of CITY and will be returned to CITY at the time of termination. PHOENIX GROUP shall at CITY'S direction, return all books and records. CITY shall notify PHOENIX GROUP of requirements to return books and records in writing.

Books and Records will be retained by PHOENIX GROUP as defined in DATA RETENTION AND STORAGE, or until returned to CITY.

SECTION 2 – Hardware and System Software

2.01 Hardware, Software, and Communications

WINCITE is an Internet based program referred to as: WINCITE.NET, The Citation Management System is a custom software product that has been in full production since 2002. All functions or capabilities requested within the Bid Specifications have been fully implemented and in production, with no special programming required to satisfy the needs of the CITY.

Preventive Maintenance: Our MIS department performs monthly preventive maintenance to ensure system reliability, data integrity, and overall system health. In addition we maintain testing environments for data integrity checks and system backup/restore processes to insure the performance and reliability of our system.

Backups:

- Every 15 minutes: Database transaction backup
- Daily: Entire database backup
- Daily handheld (Wincite Mobile) database backups to Phoenix Group's servers
- Monthly: On-site database backup
- Weekly: Off-site database backup
- Database clustering and automatic failover service for critical applications
- Phoenix Group uses Iron Mountain's secure off-site data backup services to ensure quick recovery of vital information in the event of a loss. Off-site tape vaulting services to meet the diverse needs of data centers, distributed offices, and remote sites.

Reports: Monthly reports generated by the system are available using Internet Explorer for easy retrieval. Software Information: The WINCITE.NET application was built in a Microsoft's .NET Framework environment using ASP.NET and a MS SQL Server backend to provide the greatest performance and efficiency of processing. It includes a sophisticated security system to protect data and prevent unauthorized access to information.

Disaster Recovery:

PHOENIX GROUP INFORMATION SYSTEMS can quickly handle any disaster recovery by restoring any of the services to another server in the event of failure

- Full and incremental backup processes
- Cluster Database server environment
- Off-site backup maintenance
- Test servers for backup, restore and data integrity testing
- Hot-swap replacement for key servers
- Cloned server files for catastrophic loss and replacement

2.02 System Security and Password Protection: PHOENIX GROUP INFORMATION SYSTEMS will maintain citation and system confidentiality by providing adequate security measures. The Wincite.net system has multiple and customizable levels of user privileges to ensure data access security. Hacker Safe is a third party software service to secure a Safe Secure Certified Site. This site will test and certify daily that our security has passed the FBI/SANS Internet Security Test.

2.03 Hardware and Software Required for Remote Access: The recommended minimum system for remote access to the WINCITE.NET database is:

- An Intel based PC that is running Microsoft Windows XP Pro
- Access to the Internet using Internet Explorer
- High-speed/broadband internet connection-highly recommended
- Video Display that will support 1024 - 768 or Higher
- Notes: *More memory is usually better than less. PHOENIX GROUP INFORMATION SYSTEMS recommends a minimum of 1gb of RAM for client machines*

Each operator would be set up as a Wincite.net user with a unique username and password. City's primary Administrator will have the ability to adjust user levels, functions, and security. CITY will be responsible for any costs for telephone lines, telephone service, or Internet access at CITY.

SECTION 3 – Customer Service, Training and References

3.01 Customer Service: PHOENIX GROUP has established a customer profile that is needed to support all aspects of processing citations for the highest level of customer service and assistance. PHOENIX GROUP will review CITY'S current rules of standard procedures for responding to citizen inquiries and complaints. This is to establish "Client Procedures" for the internal operations of PHOENIX GROUP.

Additional services of Customer Service are:

1. Maintaining verified and updated fee schedules (bail schedule),
2. Updating the customer of new or pending legislation,
3. Personal contact to inform CITY staff of potential problems, system updates, violator issues, or reporting needs,
4. Procedural changes, processing problems, or system enhancements,
5. Continue to Make Improvements to the program,
6. Meet the needs and Requests of CITY,

Training is an on going part of our program and service.

3.02 Account Representative and Training Personnel: Mary Houghton will manage and direct all aspects of the program, including new implementation procedures, and training for the program. Training and Customer service will not be compromised in any way. Training is provided at the beginning of the program with CITY and as needed throughout our contract through tele-support or on-site support.

Mary Houghton or designee will conduct the WINCITE training on site. PHOENIX GROUP will provide Customer Service and Technical Support as needed during normal working hours 8:00 a.m. to 5:00 p.m. Monday – Friday, excluding holidays.

3.03 References

ADMINISTRATIVE CITATIONS

NAME And TELEPHONE	ADDRESS
City of Westminster Marc Contreras, Supervisor (714) 548-3824	8200 Westminster Boulevard Westminster, CA 92683
Riverside County Mr. Mark McGinnis (951) 788-7043	3133 Mission Inn Ave Riverside, CA 92507
MRCA Ms. Diana Hartman (310) 858-7272 ext 104	2600 Franklin Canyon Dr. Beverly Hills, CA 90210
City of San Dimas Mr. Jeff Hartung (909) 394-6203	245 E. Bonita Ave San Dimas, CA 91773

SECTION 4 - Fees

City of South El Monte

PHOENIX GROUP FEE STRUCTURE

Description	Cost
1. Cost per citation (Handwritten)	$1.35
2. Delinquent Notices – Custom Letter	$1.25
3. Payment Processing/Updates	$0.00
4. Postage	Included
Optional Costs/Services	
5. Any Custom customer letters	$1.25
6. Bank returned checks	$10.00
7. Refunds	$5.00
8. Credit Card Payments	No Charge
9. Customization	$450.00
SPECIAL COLLECTIONS	
Collection Agency - Collection of Revenue	35%

SECTION 5 – COMPANY STATEMENT – Acceptance of Conditions

Phoenix Group is a Certified Small Business California Corporation ready and able to meet all requirements identified within the bid Specifications within the requested requirements.

5.01 Certified Small Business

Phoenix Group is a Certified Small Business

5.02 Conflict of Interest Statement

Phoenix Group will comply with all federal, state, and local conflict of interest laws, statues, and or regulations. In the event of a conflict of interest, Phoenix Group will notify the department director or the primary contact person authorized to bind this agreement. Notification will be made to verify or confirm any situations that may be deemed inappropriate or in conflict. Phoenix Group will follow the direction provided by CITY.

5.03 Affirmative Action Statement

It is the policy of the Company to provide equal opportunity employment to all employees and applicants for employment. No person shall be discriminated against employment because of race, religion, color, sex, age, national origin, handicap, ancestry, pregnancy, marital status, medical condition, or any other protected classification.

5.04 Clarifications/Exceptions to the Proposal Specifications

1. In the event of a postal increase the cost per notice will be increased to the cost per increase as it may apply to each mailing item.
2. Payments are processed within 24-48 hours workdays of receipt.
3. Toll free phone lines are available 24/7, (excluding maintenance); operator assistance is available 8 – 5, Monday through Friday, excluding holidays. Phone service is available in English and Spanish. At least 10 staff members are able to assist the public bilingual - Spanish.
4. Hard Copy Data retention is performed twice a year, sending anything older than 6 months back to the city.
5. All envelopes received with late payments are retained to proof of delivery or late date.

5.05 Insurance

Insurance - PHOENIX GROUP will provide CITY with the required insurance as stated within the RFP. The evidence of insurance will additionally name CITY. The specifically required insurance coverage will be:

1. General Liability	$2,000,000.00
2. Automobile Liability	$1,000,000.00
3. Workmen's Compensation	Basic Requirements
4. Commercial Crime Policy,	$1,000,000.00

PHOENIX GROUP agrees that it is an independent contractor and that its officers and employees do not become employees of CITY, nor are they entitled to any benefits as CITY employees as a result of execution of this contract. Any additional insurance, other than the insurance listed above may be negotiated and may be charged to CITY.

5.06 Subcontractors

Phoenix Group provides all work in house with the exception of our mailing center and our collection agency. All other work is performed in house.

Collection Agency:
Jeff Lowenstein
Collection Bureau of America
25954 Eden Landing Road, Hayward, CA 94545

ATTACHMENT E

PHOENIX GROUP
INFORMATION SYSTEMS

Wednesday, September 01, 2010

City of South El Monte
Jennifer Vasquez, Assistant City Manager
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear Ms. Vasquez,

Enclosed are three signed copies of the Agreement for Citation Processing, please sign and return to us a fully-executed copy for our records.

If you have any questions please feel free to contact me at (714) 460-7200 and I will be happy to assist you.

Sincerely,

Esmeralda Martinez
Administrative Assistant
Phoenix Group Information Systems

Enclosure(s)

Cc: Mary Houghton, Robert T. Murphy

AGREEMENT FOR CITATION PROCESSING

This Agreement for Citation Processing Services ("Agreement") is entered into this 1st day of September 2010 by and between the City of South El Monte, a Municipal corporation ("CITY") and Phoenix Group Information Systems, a California Corporation, ("CONTRACTOR").

RECITALS

A. The Parties intend to have CONTRACTOR process parking citations issued for parking violations pursuant to the laws of the State of California and the South El Monte Municipal Code. The processing of parking citations shall include the processing of all fines and penalties as provided in the Scope of Services.

B. CONTRACTOR represents that it is fully qualified to perform citation processing services by virtue of its experience and the training, education and expertise of its principals and employees. CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

1. DEFINITIONS

A. "Scope of Services": The services that are set forth in CONTRACTOR's proposal dated July 13, 2010 attached hereto as Exhibit A and incorporated herein by this reference.

B. "Approved Fee Schedule": Such compensation rates as are set forth in the fee schedule on pages 7+8 on Exhibit A.

C. "Commencement Date": September 1, 2010.

D. "Expiration Date": June 30, 2013.

2. CONTRACTOR'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall perform the services ("Services") identified in the Scope of Services (Exhibit A). To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement shall control. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Standard of Performance. CONTRACTOR shall perform all services to the highest professional standards and in a manner reasonably satisfactory to CITY.

CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

C. Time is of the Essence. Time is of the essence for each service provided by CONTRACTOR.

D. Performance Review. At CITY's option, CITY may conduct an annual review of the CONTRACTOR's performance and quality of services. CONTRACTOR shall cooperate with CITY in connection with such review, including providing to the CITY all documentation requested by the CITY.

E. Business License. CONTRACTOR will obtain and maintain a City of South El Monte Business License for the duration of the Agreement, and any extension thereof.

3. **REPRESENTATIVES**

A. CITY Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Assistant City Manager (hereinafter the "ACM"). It shall be CONTRACTOR's responsibility to assure that the ACM is kept informed of the progress of the performance of the Services, and CONTRACTOR shall refer any decisions that must be made by CITY to the ACM. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the ACM.

B. CONTRACTOR Representative. For the purposes of this Agreement, CONTRACTOR's Vice President is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to the Services and make all decisions in connection therewith (the "Responsible Principal"). CONTRACTOR may not change the Responsible Principal without the prior written approval of CITY.

4. **CONTRACTOR'S PERSONNEL**

A. CONTRACTOR shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

B. CONTRACTOR shall indemnify and hold harmless CITY and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of city or agency officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from CONTRACTOR's personnel practices. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

C. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of the Services, including a City of South El Monte business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing the Services, with the exception that CITY shall provide its own computer to operate CONTRACTOR's software, including Wincite.net.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 17 herein. CITY has the option to extend the Agreement for additional terms of not more than one year each by providing notice of its exercise of the option(s) to extend the Agreement no later than 30 days prior to the end of the initial term or any extended term then currently in effect. COMPENSATION

For all Services rendered to the satisfaction of the CITY, CITY shall pay CONTRACTOR in accordance with the Approved Fee Schedule in Exhibit A.

7. METHOD OF PAYMENT

A. Invoicing. Each month CONTRACTOR shall submit to CITY a detailed invoice for Services rendered. Each invoice shall itemize the Services rendered during the billing period and the amount due. Within 10 business days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Monthly invoices shall be mailed or delivered to:

City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Attn: Assistant City Manager

B. Method of Payment. Upon satisfactory completion of the monthly services that CONTRACTOR is obligated to perform under the terms of this Agreement, CITY shall pay to CONTRACTOR once each month, a sum equal to the amount specified in Section 7. Upon receipt and approval of an accepted invoice, CITY will make payment within 30 calendar days of receipt of invoice.

8. OWNERSHIP OF WORK PRODUCT

A. All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONTRACTOR may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. CITY acknowledges that the software and software programs used by CONTRACTOR were developed by CONTRACTOR and CITY makes no claims of ownership, right or interest in such software and software programs by virtue of this agreement.

9. INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act as an agent of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents, or employees are in any manner employees of CITY. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the work performed pursuant to this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 10.

10. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

11. CONFLICTS OF INTEREST

CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

12. **INDEMNIFICATION**

A. CONTRACTOR's Duty. CONTRACTOR shall defend, indemnify, and hold the CITY, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of city officials (collectively "Indemnities") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of CONTRACTOR, its employees, or its agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, CONTRACTOR shall defend Indemnitees, at CONTRACTOR's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. CONTRACTOR shall reimburse CITY and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONTRACTOR, the CITY, its directors, officials, officers, employees, agents or volunteers. All duties of CONTRACTOR under this Section shall survive termination of this Agreement.

B. Non-waiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.

C. Waiver of Right of Subrogation. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses, and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor.

D. Survival. The provisions of this Section 13 shall survive the termination of the Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an CONTRACTOR shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

13. **INSURANCE**

A. CONTRACTOR shall procure, carry and maintain, at its sole cost and expense, in form and content satisfactorily to CITY, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

1. Comprehensive General Liability Insurance. A policy of comprehensive general amount liability insurance written on a per occurrence basis, in amount not less than $2,000,000.00/4,000,000.00 combined single limit.

2. Workers' Compensation Insurance. A policy of workers' compensation insurance in an amount that will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the work or services contemplated in this Agreement. The minimum policy limits shall be either (i) $1,000,000 for each accident, (ii) $1,000,000 for bodily injury or disease, or (iii) $1,000,000 for each employee for bodily injury by disease.

3. Automobile Liability Insurance. A policy of comprehensive automobile liability insurance written with no less than $1,000,000 combined single limit per accident for bodily injury and property damage. The policy shall include coverage for Non-Owned and Hired Auto Liability used by CONTRACTOR

4. Commercial Crime Policy : Commercial Crime Insurance will provide loss of money, securities, or inventory resulting from claims from alleged employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting, and other criminal acts.

5. Deductible. Any deductible must be declared to and approved by CITY, and such approval shall not be unreasonably withheld. If, in the opinion of CITY, CONTRACTOR does not have sufficient financial resources to protect CITY from exposure with respect to any deductible, at the option of CITY, either the insurer shall reduce or eliminate such deductible as respects to CITY, its officers, official, employees and volunteers; or CONTRACTOR shall provide evidence satisfactory to the City Administrator guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. All of the above policies of insurance provided by CONTRACTOR shall be primary to any other coverage available to CITY and shall name CITY, its officers, employees and agents as additional insured. Any insurancemaintained by CITY, its officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR hereby waives all rights of contribution it may have against CITY, its officers, employees and agents and their respective insurers.

C. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR and CONTRACTOR'S employees, agents, subcontractors or volunteers from waiving the right to subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officers, employees and agents and their respective insurers.

D. No work or services under the Agreement shall commence until CONTRACTOR has provided CITY with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and the Certificates of Insurance or insurance binders are approved by CITY.

E. All certificates shall provide that the insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to CITY. In the event

any of the policies of insurance are cancelled, CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section.

F. CONTRACTOR agrees that provisions of this Section 14 shall not be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for the payment of damages to any persons or property resulting from CONTRACTOR'S activities or the activities of any person or persons for which CONTRACTOR is otherwise responsible.

14. MUTUAL COOPERATION

A. CITY shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONTRACTOR' s services.

B. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that CITY may require.

15. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration of the term of this Agreement or until all data is returned to the City. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

16. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on 30 calendar days' written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement for any reason or no reason on 30 calendar days' written notice to CITY. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

C. In the event of termination of this Agreement for any breach or failure of performance on the part of CONTRACTOR, CONTRACTOR agrees to pay CITY upon demand the amount of any damage, loss, costs and attorneys fees sustained by CITY caused by CONTRACTOR's breach or failure to perform.

17. **NO WAIVER**

Failure or neglect of either party to insist on the strict performance of any or all of the terms of this Agreement or any of these specifications shall not be considered as, or constitute a waiver of any term or condition of this Agreement or of any performance required there under.

18. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:
Attn: Jennifer E. Vasquez
Assistant City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Telephone: (626) 579-6540
Facsimile: (626) 579-2107

If to CONTRACTOR:
Attn: Mary Houghton
Phoenix Group Information Systems
2677 North Main Street
Suite 400
Santa Ana, CA 92705
Telephone: (714) 460-7200
Facsimile: (714) 384-0151

19. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

In the performance of this Agreement, CONTRACTOR shall neither engage in, nor permit others that CONTRACTOR may employ, to engage in discrimination against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during 'employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

20. **PROHIBITION AGAINST ASSIGNMENT**

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

21. **ATTORNEY'S FEES**

In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled

to recover its costs of suit, including all attorneys' fees incurred in connection with such enforcement or interpretation.

22. GENERAL COMPLIANCE WITH LAWS

CONTRACTOR will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by CONTRACTOR, or in any way affect the performance of the Services by CONTRACTOR, including but not limited to local, state and federal laws and regulations prohibiting discrimination and harassment.

23. COVENANTS AGAINST CONTINGENT FEES

CONTRACTOR warrants that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, contribution, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONTRACTOR.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. **SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

27. **EXECUTION**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

28. **AUTHORITY**

The individuals executing this Agreement and the instruments referenced in it on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SOUTH EL MONTE

Anthony R. Ybarra
City Manager

Rose Juarez
City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow
City Attorney

CONTRACTOR:

By: _____

By: _____

EXHIBIT A. COST OF SERVICES

Costs for processing services will remain in force for a period not less than 12 months. Exceptions would be postal increase as stated in item 2.

1. Minimum Fee: PHX will charge a monthly minimum fee of $ 150.00 each month. If the cost of citations issued exceeds $150.00 in actual billing charges, the minimum fee will be waived.

2 Postal Increases: In the event of a postal increase, PHX will request the adjustment of fees to offset the postal increase only; such requests will be in writing. Any other increases much be approved in writing.

3 Electronic copy for archival: PHX will charge $50.00 for each electronic copy as requested by AGENCY, which contains archived data as specified in Section 9.0 of the agreement.

In consideration of the services provided, AGENCY agrees to pay the following fees per citation:

1. Cost per citation (Handwritten)	$0.80	Cites Issued
2. Cost per citation (Automated)	$0.62	Cites Issued
3. Payment Processing	Included	Payment processing is included in this proposal.
4. Delinquent Notices	$0.83	A delinquent notice is **only charged for citations that reach the delinquent period and a delinquent notice is mailed,** or second notices as required. The charge is per citation. Not all citations are charge a delinquent notice fee.
5. Out of State citations See note 1.	32%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.

Optional Costs/Services

6. Special customer letters. See note 2.	$1.25	During the term of this agreement, special letters may be included as directed by the AGENCY. Special letters are custom letters that follow up processing, such as hearing dates, hearing results, or habitual violations. PHOENIX will not implement processing special letters without the consent of the AGENCY. **(Optional Service)**
7. Bank returned checks	$10.00	Bank returned items are charged to the AGENCY in the event that the bank returns a citation payment uncollected. These charges are usually passed on to the violator. There is no charge to reopen a citation. **(Optional Service)**
8. Refunds	$5.00	Bank account must be controlled by PHOENIX. The AGENCY will approve each refund in advance of disbursement. **(Optional Service)**
9. County Surcharge Disbursement	$25.00	Checks are prepared and disbursed back to the AGENCY for payment to the County. **(Optional Service)**

10. Credit Card Payments	No Charge	A $3.95 convenience fee will be charge to the caller for a convenience fee – no cost to the AGENCY. **(Optional Service)**
11. On-line Contesting	$35.00	Per Month - This will provide online application processing for the public and provide the Agency will full access to the application and attachments. **(Optional Service)**

•Note (from above items)
Note 1. Item – 5. Out of State processing includes any costs charged by the state. The percentage is only for citations that are collected.

Note 2. Item – 6. During the term of agreement, special letters may be included as directed by the AGENCY. Special letters are custom letters that follow up processing. An example would be letters that inform the violator of habitual violations or Disposition Letters mailed for each Review and Hearing conclusion. PHOENIX will not implement processing special letters without the consent of the AGENCY.

ATTACHMENT E

PHOENIX GROUP INFORMATION SYSTEMS

2677 N. Main Street, Suite 400
Santa Ana, CA 92705
Phone: (714) 460-7200
Fax: (714).384-0151

Proposal: City of South El Monte

Date: October 5, 2010
Quotation: SEM - 20101005
Customer ID: SEM - 192
Prepared by: Esmeralda Martinez
Valid until: November 4, 2010

Quotation for:
City of South El Monte
1443 Santa Anita Ave
South El Monte, CA 91733
Attention: Jennifer Vasquez
Phone: (626) 652-3111
Email: jvasquez@soelmonte.org

Description:
IT600 with O'Neil OC2 Printer
Hardware and Software Purchase

PURCHASE PRICES

QTY	DESCRIPTION	UNIT COST	CLIENT DISCOUNT	TOTAL
***Hardware: Handheld and Accessories**: PURCHASE*				
3	Hand Held: Casio IT600	$1,100.00		$3,300.00
3	Communication and Charging Cradle	$95.00		$285.00
1	USB Cable	$15.00		$15.00
3	AC Adapter for Cradle	$65.00		$195.00
3	PowerCord for AC Adapter	$4.00		$12.00
1	Screen Protectors (3pack)	$24.00		$24.00
	Printer			
3	Oneil OC2 Bluetooth Printer	$735.00		$2,205.00
3	OC2 AC Adapter	$40.00		$120.00
1	OC2 Rt Angle Cable	$34.00		$34.00
3	OC2 Belt Loop	$15.00		$45.00
SUBTOTAL (not including Software, training, installation, Supplies, Shipping and Taxes)				**$6,235.00**
Software: Application and License				
1	Wincite Mobile Software	$6,000.00		$6,000.00
1	Unlimited Site License	$1,000.00		$1,000.00
Services: Installation and Training				
3	Software Installation and Configuration	$90.00		$270.00
1	Training and On-site Installation	$900.00		$900.00
SUBTOTAL (not including Supplies, Shipping and Taxes)				**$14,405.00**
***Hardware: Handheld and Accessories**: PURCHASE*				
100	Citation Rolls (All Weather)	$6.50		$650.00
1	Plate Charges (One Time Fee*)	$165.00		$165.00
1	Phoenix Service Charge	$163.00		$163.00
SUBTOTAL (not including Shipping and Taxes)				**$15,383.00**
Taxes are estimated			Tax	$1,346.01
Shipping and Handling are estimated			Shipping	$200.00
GRAND TOTAL				**$16,929.01**

Annual/Monthly Maintenance Pricing

QTY	DESCRIPTION	UNIT COST	ANNUAL TOTAL	MONTHLY TOTAL
3	SUPPORT: Handheld Hardware/Software (yearly/each)	$440.00	$1,320.00	$110.00
1	SUPPORT: Desktop Software (yearly/each)	$600.00	$600.00	$50.00
TOTALS		**$1,040.00**	**$1,920.00**	**$160.00**
***Hardware: Optional Accessories**: PURCHASE*				
☑ 3	Casio IT600 Carrying Case *(optional)*	$110.00		$330.00
☑ 3	OC2 Cradle *(optional)*	$60.00		$180.00
☑ 3	OC2 Carrying Case *(optional)*	$60.00		$180.00

*** Check box(es) to order Optional Accessories*

Acceptance

Name: ANTHONY R. YBARRA
Signature: Anthony R. Ybarra
P.O. Number
Date: 10/12/10

50% of the purchase price will be billed upon approval of this bid, unless otherwise negotiated.
Please Note: Custom orders are subject to a 15-20% over/under run
Proposal is good for 30 days
Please Note: Prices subject to change based on order date.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT E

DATE (MM/DD/YYYY)
01/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agenc
524 S Rosemead Blvd
Pasadena CA 91107

CONTACT NAME: Julia B. Traughber, CISR, CLCS
PHONE (A/C, No, Ext): (818) 203-2209 **FAX (A/C, No):** (626) 799-7051
E-MAIL ADDRESS: julie@julietraughberins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Ohio Security Insurance Company	24082
INSURER B :	Twin City Fire Insurance Company	29459
INSURER C :	Houston Casualty Company	42374
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Phoenix Group Information Systems
2677 N Main St, Suite 440
Santa Ana CA 92705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		BKS58373560	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS58373560	10/01/2024	10/012025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Liability plus Tech/Guard Cyber Liability			H24TG31831-02	02/08/2024	02/08/2025	Errors&Omissions Lia Tech/Cyber Liability Deductible	$3,000,000 $3,000,000 $30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. Commercial Crime Coverage w/Policy No. 72KB028207021 w/limit of $1,000,000 for Policy Period 10/01/2024 to 10/1/2025.

It is agreed that the Certificate Holder shown is named Additional Insured w/regard to General Liability coverages per Form No. CG2026 (04/13) attached to the policy. All coverage is subject to the terms and conditions of each policy.

email:smuhne@soelmonte.org

CERTIFICATE HOLDER
City of South El Monte
1443 Santa Anita Avenue
South El Monte CA 91733

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Julia B Traughber

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ATTACHMENT E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Julia B. Traughber, CISR, CLCS	
Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agenc 524 S Rosemead Blvd Pasadena CA 91107	PHONE (A/C, No, Ext): (818) 203-2209	FAX (A/C, No): (626) 799-7051
	E-MAIL ADDRESS: julie@julietraughberins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C : Houston Casualty Company	42374
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Phoenix Group Information Systems
2677 N Main St, Suite 440
Santa Ana CA 92705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		BKS58373560	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58373560	10/01/2023	10/012024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Liability plus Tech/Guard Cyber Liability			H23TG31831-01	02/08/2023	02/08/2024	Errors&Omissions Lia Tech/Cyber Liability Deductible	$2,000,000 $3,000,000 $30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. Commercial Crime Coverage w/Policy No. 72KB028207021 w/limit of $1,000,000 for Policy Period 10/01/2023 to 10/1/2024.

It is agreed that the Certificate Holder shown is named Additional Insured w/regard to General Liability coverages per Form No. CG2026 (04/13) attached to the policy. All coverage is subject to the terms and conditions of each policy.

email: plara@soelmonte.org

CERTIFICATE HOLDER

City of South El Monte
1443 Santa Anita Avenue
South El Monte CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia B Traughber

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ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2022

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PRODUCER Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agenc 524 S Rosemead Blvd Pasadena CA 91107	CONTACT NAME: Julia B. Traughber, CISR, CLCS PHONE (A/C, No, Ext): (818) 203-2209 FAX (A/C, No): (626) 799-7051 E-MAIL ADDRESS: julie@julietraughberins.com
INSURED Phoenix Group Information Systems 2677 N Main St, Suite 440 Santa Ana CA 92705	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : Twin City Fire Insurance Company — 29459 INSURER C : Houston Casualty Company — 42374 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		BKS58373560	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS58373560	10/01/2022	10/012023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Liability plus Tech/Guard Cyber Liability			H22TG31831-00	02/08/2022	02/08/2023	Errors&Omissions Lia Tech/Cyber Liability Deductible	$2,000,000 $3,000,000 $30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. Commercial Crime Coverage w/Policy No. 72KB028207021 w/limit of $1,000,000 for Policy Period 10/01/2022 to 10/1/2023.

It is agreed that the Certificate Holder shown is named Additional Insured w/regard to General Liability coverages per Form No. CG2026 (04/13) attached to the policy. All coverage is subject to the terms and conditions of each policy.

email: plara@soelmonte.org

CERTIFICATE HOLDER

City of South El Monte

1443 Santa Anita Avenue
South El Monte CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia B. Traughber

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ATTACHMENT E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Julia B. Traughber, CISR, CLCS	
Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agenc 524 S Rosemead Blvd Pasadena CA 91107	PHONE (A/C, No, Ext): (818) 203-2209	FAX (A/C, No): (626) 799-7051
	E-MAIL ADDRESS: julie@julietraughberins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
INSURED Phoenix Group Information Systems 2677 N Main St, Suite 440 Santa Ana CA 92705	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C : Westchester Surplus Lines Insurance Company	10172
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		BKS58373560	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58373560	10/01/2021	10/012022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions Liability			F15160512002	01/07/2021	01/07/2022	Technology Errors & Omissions Liability inc Cyber Liability	$3,000,000 $10,000 deductibl

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. Commercial Crime Coverage w/Policy No. 72KB028207021 w/limit of $1,000,000 for Policy Period 10/01/2021 to 10/1/2022.

It is agreed that the Certificate Holder shown is named Additional Insured w/regard to General Liability coverages per Form No. CG2026 (04/13) attached to the policy. All coverage is subject to the terms and conditions of each policy.

email: plara@soelmonte.org

CERTIFICATE HOLDER

City of South El Monte

1443 Santa Anita Avenue
South El Monte CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia B. Traughber

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ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2020

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PRODUCER	**CONTACT NAME:** Julia B. Traughber, CISR, CLCS
Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agenc	**PHONE (A/C, No, Ext):** (818) 203-2209 **FAX (A/C, No):** (626) 799-7051
524 S Rosemead Blvd	**E-MAIL ADDRESS:** julie@julietraughberins.com
Pasadena CA 91107	
INSURED	
Phoenix Group Information Systems	
2677 N Main St, Suite 440	
Santa Ana CA 92705	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Twin City Fire Insurance Company	29459
INSURER C : Westchester Surplus Lines Insurance Company	10172
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		BKS58373560	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58373560	10/01/2020	10/012021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Liability			F15160512001	01/07/2020	01/07/2021	Incl. Cyber Liability, /Internet/Technology Technology	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. Commercial Crime Coverage w/Policy No. 72KB028207020 w/limit of $1,000,000 for Policy Period 8/01/2020 to 8/1/2021.

It is agreed that the Certificate Holder shown is named Additional Insured w/regard to General Liability coverages per Form No. CG2026 (04/13) attached to the policy. All coverage is subject to the terms and conditions of each policy.

email: plara@soelmonte.org

CERTIFICATE HOLDER

City of South El Monte

1443 Santa Anita Avenue
South El Monte CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia B Traughber

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ATTACHMENT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2019

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PRODUCER	CONTACT NAME: Julie Traughber Insurance Agency
Pacific Agents Alliance Kinney & Co. 524 S Rosemead Blvd Pasadena CA 91107	PHONE (A/C, No, Ext): 818-203-2209 FAX (A/C, No): (626) 799-7051 E-MAIL ADDRESS: julie@julietraughberins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Phoenix Group Information Systems 2677 N Main St, # 440 Santa Ana CA 92705	INSURER A: Ohio Security Insurance Company	24082
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C: Westchester Surplus Lines Ins. Co.	10172
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1992308907 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	Y	BKS58373560	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Designated Person	$ $ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAS58373560	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58373560	10/01/2019	10/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Commercial Crime Coverage			72KB028207019	10/01/2019	10/01/2020	$25,000 deductible		$1,000,000
C	Errors & Omissions Liability			G27942878004	01/07/2018	01/07/2019	Including Cyber/Internet/Technology		$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the Certificate Holder shoewn below is named Additional Insured w/regard to General Liability coverage per Form No. CG2026 (04/13) attached to the policy. All coverage is subject to the terms and conditions of each policy.

CERTIFICATE HOLDER

City of South El Monte,
Attention: Jennifer Vasquez
1443 Santa Anita Avenue
South El Monte, CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia B. Traughber, CISR

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

DATE: June 17, 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. 25-055 APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND WGJ ENTERPRISES INC. (DBA PCI) FOR CITYWIDE STRIPING MAINTENANCE SERVICES

SUMMARY: On April 23, 2024, the City Council awarded an Agreement for Contract Services for citywide striping maintenance services to WGJ Enterprises, Inc. (dba PCI). The Public Works Department Street Maintenance Division has overseen the contract. A request to extend the agreement is being presented to the City Council.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-055 approving Amendment No. 1 to the Contract Services Agreement between the City and WGJ Enterprises, Inc., for citywide striping maintenance services.

FISCAL/FINANCIAL IMPACT: Staff requests an additional appropriation of $17,339 for FY 2024/25 for payment of services. Although WGJ Enterprises, Inc. (dba PCI) offered to keep the existing unit pricing for the next two years, as the maintenance services were provided, staff determined that a request for an increased budget would be necessary to continue with any future work. Therefore, the proposed budget for FY 2025/26 includes a request for appropriation of $120,000 in Measure M Funds to perform additional striping maintenance services for the upcoming fiscal year. As such, the proposed amendment will include a not-to-exceed amount of $120,000 for Year One and Year Two (2) and $120,000 plus CPI, for Year Three (3).

DISCUSSION: On November 28, 2023, the City Council authorized staff to issue a Request For Proposals (RFP) for Citywide Striping Maintenance Services from qualified contractors to provide annual citywide repainting or traffic striping. On November 29, 2023, the City released the RFP with a deadline submission of January 10, 2024 at 2:00 p.m. However, the City did not receive any official submissions from contractors.

The City readvertised the RFP on January 30, 2024, and set the deadline for submission of responses to March 6, 2024 at 2:00 p.m. The City received one (1) proposal from

WGJ Enterprises, Inc. (dba PCI).

On April 23, 2024, the City Council awarded a Contract Services Agreement for Citywide Striping Maintenance Services to WGJ Enterprises, Inc. (dba PCI). The Public Works Department's Street Maintenance Division has overseen the contract, and the contractor has performed all services in accordance with the contract documents and specifications; however, a great need still exists to continue to provide annual striping maintenance services throughout the City.

On May 20, 2025, WGJ Enterprises, Inc. (dba PCI) offered the City a 3-year agreement extension with no price increase in the first two years and a CPI adjustment on year three (3). Amendment No. 1 will approve such an agreement extension the term to June 30, 2028, with a not-to-exceed amount of $120,000 for year one (1) and Year Two (2) and $120,000 plus CPI, for Year Three (3). Finally, said amendment will help the City continue to provide striping maintenance services throughout the City with the continued same unit pricing.

ATTACHMENT(S):

A. Resolution No 25-055
B. Amendment No 1 PCI (Striping)
C. Resolution No. 24-151

ATTACHMENT A

RESOLUTION NO. 25-055

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND WGJ ENTERPRISES, INC., DBA PCI FOR CITYWIDE STRIPING MAINTENANCE SERVICES

WHEREAS, on April 23, 2024, the City Council of the City of South El Monte approved Resolution No. 24-151 approving a Contract Services Agreement (the "Master Agreement") between the City of South El Monte (the "City") and WGJ Enterprises, Inc., dba PCI (the "Contractor"); and

WHEREAS, although the Master Agreement expired on April 23, 2025, Contractor continued to perform under the terms of the Master Agreement from the period commencing April 23, 2025, to the date of Amendment No. 1 to the Contract Services Agreement between the City and Contractor; and

WHEREAS, prior to the expiration of the Master Agreement, it was the City and Contractor's intent to extend the life of the Agreement to June 30, 2028, to allow the City to continue to receive citywide striping maintenance services; and

WHEREAS, the City and Contractor are in agreement that the term of the Master Agreement be extended nunc pro tunc, notwithstanding its April 23, 2025 expiration, and that the City and Contractor intend to be bound by the terms and conditions of the Master Agreement as extended by Amendment No. 1, as if Amendment No. 1 had been executed upon the initial April 23, 2025 expiration date; and

WHEREAS, between the April 23, 2025 expiration date of the Master Agreement and the execution date of Amendment No. 1, the City and Contractor have performed in compliance with the terms of the Master Agreement and intended all rights, responsibilities and procedures set forth under the Master Agreement, to have been in full force and effect during this interim period; and

WHEREAS, on May 20, 2025, Contractor submitted electronic correspondence proposing to extend the Master Agreement for three (3) years, to June 30, 2028; and

WHEREAS, Contractor's proposed extension would maintain the current unit pricing but would require an increased annual not-to-exceed Contract Sum to continue with the required striping maintenance services; and

WHEREAS, staff is recommending that the City Council consider and approve Amendment No. 1 to the Contract Services Agreement by and between the City of South El Monte and WGJ Enterprises Inc., dba PCI for a not-to-exceed Contract Sum of One Hundred Twenty Thousand Dollars ($120,000) for Year One (1) and Year Two (2); and One Hundred Twenty Thousand Dollars ($120,000) plus CPI, for Year Three (3).

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 adopts and approves this Resolution approving Amendment No. 1 to the Contract Services Agreement by and between the City of South El Monte and WGJ Enterprises Inc., dba PCI for a term of (3) years, until June 30, 2028, and a for a not-to-exceed Contract Sum of One Hundred Twenty Thousand Dollars ($120,000) for Year One (1) and Year Two (2); and One Hundred Twenty Thousand Dollars ($120,000) plus CPI, for Year Three (3).

SECTION 2: The City Council hereby authorizes and directs the City Manager to execute Amendment No. 1 to the Master Agreement in substantially the form attached as Attachment "B" to the June 17, 2025 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 1.

PASSED, APPROVED, AND ADOPTED this 17th day of June 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. 25-055, 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 17th day of June 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND WGJ ENTERPRISES, INC., DBA PCI FOR CITYWIDE STRIPING MAINTENANCE SERVICES

This First Amendment ("Amendment No. 1") to that certain agreement entitled "Contract Services Agreement," Agreement No. _____, dated June 25, 2019 ("Master Agreement"), by and between the City of South El Monte, a California municipal corporation ("City") and WGJ Enterprises, Inc., dba PCI, a California corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of this 17th day of June, 2025 ("Effective Date"). For purposes of this Amendment No. 1, the capitalized term "Parties" shall be collective reference to both City and Contractor. The capitalized term "Party" may refer to either City or Contractor, interchangeable as appropriate.

RECITALS

A. On April 23, 2024, the Parties entered into and executed the Master Agreement for Contractor to provide citywide striping maintenance services.

B. The Master Agreement is attached and incorporated hereto as "Exhibit A."

C. The Term of the Master Agreement was from April 23, 2024 to April 23, 2025.

D. Although the Master Agreement expired on April 23, 2025, Contractor continued to perform under the terms of the Master Agreement from the period commencing April 23, 2025, to the date of Amendment No. 1 to the Contract Services Agreement between the City and Contractor.

E. Prior to the expiration of the Master Agreement, it was the City and Contractor's intent to extend the life of the Agreement to June 30, 2028, to allow the City to continue to receive citywide striping maintenance services.

F. City and Contractor are in agreement that the term of the Master Agreement be extended nunc pro tunc, notwithstanding its April 23, 2025 expiration, and that the City and Contractor intend to be bound by the terms and conditions of the Master Agreement as extended by Amendment No. 1, as if Amendment No. 1 had been executed upon the initial April 23, 2025 expiration date.

G. Between the April 23, 2025 expiration date of the Master Agreement and the execution date of Amendment No. 1, the City and Contractor have performed in compliance with the terms of the Master Agreement and intended all rights, responsibilities and procedures set forth under the Master Agreement to have been in full force and effect during this interim period.

H. Contractor's proposed extension would maintain the current unit pricing but would require an increased annual not-to-exceed Contract Sum to continue with the required striping maintenance services.

I. Staff is recommending that the City Council consider and approve Amendment No. 1 to the Contract Services Agreement by and between the City and Contractor for a not-to-exceed Contract Sum of One Hundred Twenty Thousand Dollars ($120,000) for Year One (1) and Year Two (2); and One Hundred Twenty Thousand Dollars ($120,000) plus CPI, for Year Three (3).

J. Except as specifically amended by this Amendment No. 1, all other provisions of the Master Agreement shall remain in full force and effect. This Amendment No. 1, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. All defined terms herein, as shown by initial capitalization, shall have the meaning ascribed to them in the Master Agreement, unless otherwise indicated.

Section 2. Section 2.1 (CONTRACT SUM) of the Master Agreement is hereby amended to increase the existing Not-to-Exceed Contract Sum of Eighty Thousand Dollars ($80,000) for a new Not-to-Exceed amount of One Hundred Twenty Thousand Dollars ($120,000) for Year One (1) and Year Two (2) and One Hundred Twenty Thousand Dollars ($120,000), plus CPI, for Year Three (3).

Section 3. Section 3.4 (TERM) of the Master Agreement is hereby amended to extend the Master Agreement to continue through June 30, 2028.

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Master Agreement shall remain in full force and effect. This Amendment No. 1, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

Section 5. The provisions of this Amendment No. 1 shall be deemed a part of the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment No. 1 and the provisions of the Master Agreement, the provisions of this Amendment No. 1 shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

City:

City of South El Monte,
a California municipal corporation

By: _____
Name: Rene Salas
Title: City Manager

ATTEST:

By: _____
Name: Adrian Garcia
Titel: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Susie A. Altamirano
Title: City Attorney

Contractor:

WGJ Enterprises, Inc., dba PCI,
a California Corporation

By: _____
Name: William G. Jacob
Title: President/Owner

By: _____
Name: Todd Moysychyn
Title: Chief Financial Officer

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

ATTACHMENT C

RESOLUTION NO. 24-151

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO WGJ ENTERPRISES, INC DBA PCI FOR CITYWIDE STRIPING MAINTENANCE SERVICES

WHEREAS, on November 28, 2023, the City Council authorized staff to issue a Request for Proposals (RFP) for Citywide Striping Maintenance Services; and

WHEREAS, on January 10, 2024, City staff re-issued a RFP for Citywide Striping Maintenance Services with a proposal due date of March 6, 2024; and

WHEREAS, the City received one (1) proposal from WGJ Enterprises, Inc. dba PCI; and

WHEREAS, the City evaluated the proposal and determined that WGJ Enterprises, Inc. dba PCI was the most qualified pursuant to the City's purchasing policy and its proposal demonstrated the best understanding of the requested services; and

WHEREAS, WGJ Enterprises, Inc. dba PCI has extensive experience providing striping services since 1992. Additionally, each staff member assigned to the city project possesses over 20 years of experience in the industry, ensuring a high level of expertise and proficiency; and

WHEREAS, Several California cities' public works and engineering staff served as references and expressed positive experiences working with WGJ Enterprises, Inc. dba PCI on past projects.

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

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

SECTION 2: Upon reviewing the proposals submitted for Citywide Striping Maintenance Services, the City Council hereby finds that WGJ Enterprises, Inc. dba PCI has submitted the most qualified proposal pursuant to the City's purchasing policy, in the amount of $80,000.00.

SECTION 3: The City Council hereby authorizes the City Manager, or his designee, to take all actions necessary to effectuate and execute a professional service agreement with WGJ Enterprises, Inc. dba PCI in the amount of $80,000, subject to the approval by the City Attorney as to form.

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

PASSED, APPROVED AND ADOPTED this 23rd day of April 2024.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-151 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 April 2024, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

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

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: APPROVAL TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR AN INFRASTRUCTURE VALUATION SERVICE IN ACCORDANCE WITH GASB 34 AND 51

SUMMARY: Staff seeks City Council's approval to solicit proposals from qualified firms to provide an infrastructure valuation service in accordance with GASB 34 and 51.

RECOMMENDED ACTION: Staff recommends City Council approve the RFP for an infrastructure valuation service in accordance with GASB 34 and 51.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact for soliciting proposals.

DISCUSSION: The City was incorporated in July 1958.

In June 1999, the Governmental Accounting Standards Board (GASB) adopted Statement 34, which mandated local governments to include information about infrastructure assets for the first time as a part of their financial statements. GASB Statement 34 defines infrastructure assets as long-lived capital assets that are normally stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, traffic signals, and streetlights.

In June 2007, GASB adopted Statement 51, which mandated certain intangible assets to be classified as capital assets. Examples of intangible assets include easements and rights-of-ways.

Streets and Highway Code Section 989 states, “989. (a) (1) Upon the incorporation of a city or upon the annexation of territory to a city, all right, title, and interest of the county, including the underlying fee where owned by the county, in and to any county highway within the territory involved, which had been accepted into the county road system pursuant to Section 941 shall vest in the city and shall thereupon constitute a city street. (2) All right, title, and interest of a county in and to any county highway included within territory heretofore incorporated as a city or annexed to a city is hereby determined

to have vested in the city as a city street."

In 1999 or 2007, the City did not record the value of its infrastructure assets, net of accumulated depreciation, on its books as allowed under GASB 34 and 51.

By conducting an infrastructure valuation, Staff seeks to record the infrastructure assets, net of accumulated depreciation, on the City's books as allowed under GASB 34 and 51.

ATTACHMENT(S):

A. Attachment A - RFP for Infrastructure Valuation

REQUEST FOR PROPOSALS (RFP)

TO PROVIDE AN INFRASTRUCTURE VALUATION SERVICE IN ACCORDANCE WITH GASB 34 AND 51

June 17, 2025

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

REQUIRED NUMBER OF PROPOSALS
Two (2) hard copies and one (1) electronic copy (pdf)

CONTACT INFORMATION FOR INQUIRIES
contact via e-mail only, no telephone calls
Masami Higa
Director of Finance
mhiga@soelmonte.org

PROPOSAL DUE DATE
July 16, 2025, 4:00 p.m.

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Attachment A - Affidavit of Non-Collusion
Attachment B - Sample Professional Services Agreement

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE AN INFRASTRUCTURE VALUATION SERVICE IN ACCORDANCE WITH GASB 34 AND 51

To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **to Provide an Infrastructure Valuation Service in Accordance with GASB 34 and 51.**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 4:00 p.m. on July 16, 2025, to:

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

If you have any questions, please contact via email (no telephone calls):
Masami Higa
Director of Finance
mhiga@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Masami Higa
Director of Finance
City of South El Monte

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE AN INFRASTRUCTURE VALUATION SERVICE
IN ACCORDANCE WITH GASB 34 AND 51

June 17, 2025

1. GENERAL INFORMATION

A. History and Community Profile

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

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

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

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

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

B. Governance and Oversight

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

City Manager - Rene Salas
City Attorney - Susie Altamirano (employed by law firm of Olivarez Madruga Law Organization, LLP)
City Clerk - Adrian Garcia
Director of Finance - Masami Higa
Director of Human Resources/Risk Management - Iyob Tessema
Interim Director of Public Works – Danilo Batson
Interim Director of Community Development – Gerardo Marquez
Director of Community Services - Ariana De La Cruz

City Council appointed officers serve at the will of City Council, and other directors serves at the will of City Manager.

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

C. Background

The City was incorporated in July 1958.

In June 1999 the Governmental Accounting Standards Board (GASB) adopted Statement 34, which mandated local governments to include information about infrastructure assets for the first time as a part of their financial statements. GASB Statement 34 defines infrastructure assets as long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, traffic signals, and streetlights.

In June 2007 GASB adopted Statement 51, which mandated certain intangible assets to be classified as capital assets. Example of intangible assets include easements and rights-of-ways.

Streets and Highway Code Section 989 states, "989. (a) (1) Upon the incorporation of a city or upon the annexation of territory to a city, all right, title, and interest of the county, including the underlying fee where owned by the county, in and to any county highway within the territory involved, which had been accepted into the county road system pursuant to Section 941 shall vest in the city and shall thereupon constitute a city street. (2) All right, title, and interest of a county in and to any county highway included within territory heretofore incorporated as a city or annexed to a city is hereby determined to have vested in the city as a city street."

In 1999 or 2007, the City did not record the value of its infrastructure assets, net of accumulated depreciation, as allowed under GASB 34 and 51.

With this RFP, the City seeks to record its infrastructure assets on its books as allowed under GASB 34 and 51.

2. PURPOSE

The purpose of the Request for Proposals for an Infrastructure Valuation Service is to record the infrastructure assets on the City's books as allowed under GASB 34 and 51.

3. RFP SCHEDULE

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

Request for Proposals Posted and Issued	Wednesday, June 18, 2025
Deadline for Receipt of Questions	Wednesday, July 2, 2025
Addendum (if necessary) to Respond to Questions	Wednesday, July 9, 2025
Deadline for Receipt of Proposals (RFP Due Date)	**Wednesday, July 16, 2025, 4:00 p.m.**
Evaluation of proposals	July 2025
Final Selection	August 2025
Contract Awarded by City Council	September 2025
Contract Execution	September 2025

4. SCOPE OF SERVICES

The successful Bidder will appraise infrastructure capital assets, including right of ways, in accordance with GASB 34 and 51.

The scope of the infrastructure capital assets being appraised will be of the following:

Street (43.8 section miles; 8,131,331 square feet)
Curb & Gutter
Sidewalk
Right-Of-Ways
Streetlights (190)
Sewer Lines (43.8 miles; 231,504 feet)

Traffic Signals (22 intersections)

Upon completion, the Bidder is to provide an Infrastructure Asset Listing to be maintained by City's Public Works Department.

For all infrastructure assets appraised or valued, Bidder will document the City's decisions and actions including:

1. Identifying the infrastructure assets required to be reported under GASB 34 and 51 and the adequacy of present documentation for those assets.
2. Determining the grouping of the infrastructure assets, when applicable.
3. Determining the historical cost, useful life, and accumulated depreciation based on available documents. In the absence of historical records, Bidder shall supply a reasonable estimate of historical cost, useful life, and accumulated depreciation in accordance with GASB 34 and 51.

5. TIME OF COMPLETION

It is anticipated that the term of the contract will be for a period of no more than six (6) months.

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment B. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in sample of City's Professional Services Agreement as Attachment B.

8. CONSULTANT SELECTION METHODOLOGY

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

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

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

City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

9. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

10. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

Please submit your Proposal in the format specified below:

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

Table of Contents: Provide contents of proposal.

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

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

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide five (3) Public Agency references for similar projects.

Section 6. City's Standard Professional Services Agreement (see Attachment B. Sample Professional Services Agreement)**:** The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

- Attachment A - Affidavit of Non-Collusion
- Attachment B - Sample Professional Services Agreement

The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

11. FEE ESTIMATE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope. Include the proposed costs to provide the services desired. Include any other cost price information that would be contained in a potential agreement with the City. In addition, include the cost for extra after-hours services or any other services that are considered optional additions, such as hourly rate schedule for services outside of the scope of work of the flat base contract.

12. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Masami Higa
Director of Finance
mhiga@soelmonte.org

Questions regarding this proposal shall be submitted via email to the above contact within the deadline identified on the RFP Schedule. In response to all questions received by this date, City will issue an Addendum on the date identified on the RFP Schedule prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

13. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

- **Envelope 1:** Proposal, 2 copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:
  PROPOSAL
  TO PROVIDE AN INFRASTRUCTURE VALUATION SERVICE IN ACCORDANCE WITH GASB 34 AND 51

- **Envelope 2:** Fee Proposal, 1 bound copy and 1 pdf file on thumb drive. Please indicate on the Proposal Cover:
  FEE PROPOSAL
  TO PROVIDE AN INFRASTRUCTURE VALUATION SERVICE IN ACCORDANCE WITH GASB 34 AND 51

Proposal submittal due date is:
Thursday, July 16, 2025, 4:00 p.m.

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

Late proposals will not be accepted.

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

14. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement

- Costs associated with interviews, meetings, travel, or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Sample Professional Services Agreement

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that_____(name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

_____
(Authorized Signature)

_____
(Name of Company/Position)

Sworn to and subscribed before me this_____day of_____, 20_ .

_____
Notary Public for California

My Commission Expires: _____

ATTACHMENT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this_____day of_____, 2025 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and , ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

_____ _____

(Name) (Title)

_____ _____

(Name) (Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or

work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices

during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, City Clerk

APPROVED AS TO FORM:
OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

_____
Susie Altamirano, City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On_____, 2025 before me,_____, personally appeared_____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On_____, 2025 before me,_____, personally appeared_____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

III. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

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

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

DATE: June 17, 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: CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO SOLICIT PROPOSALS THROUGH THE REQUEST FOR PROPOSAL PROCESS (RFP) FOR A THIRD-PARTY INDEPENDENT REVIEW OF A MITIGATED NEGATIVE DECLARATION AND RELATED TECHNICAL STUDIES IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

SUMMARY: The City of South El Monte is requesting proposals from qualified professional firms to provide the City with a peer review of a Mitigated Negative Declaration report and related technical studies.

RECOMMENDED ACTION: Staff recommends that the City Council approve the issuance of a RFP to provide peer review of a Mitigated Negative Declaration (MND) and related technical studies RFP substantially in the form attached to the agenda report, subject to minor revisions by the City Attorney, and authorize the City to solicit proposals.

FISCAL/FINANCIAL IMPACT: There is no immediate fiscal impact associated with the approval of the RFP and authorization to solicit proposals. Third party peer review fees and cost associated will be paid by the applicant.

DISCUSSION: Henry Ho (Applicant) is proposing to develop a 50,272 square foot site that would include the construction of a 76 residential unit mixed-use development with a 6,603 square foot commercial component. Six of the 76 units would be located on a lot just south of the site, five will be townhomes and a single detached ADU will be provided. The site will provide a total of 137 parking stalls to accommodate the parking demand for this project. This project will require multiple applications including a General Plan Amendment, Zone Change, Conditional Use Permit and Lot Line Adjustment.

The RFP for third party services release date is July, 1, 2025; responses to the RFP will be due on August 1, 2025 at 5:00 p.m.; and, the anticipated award of contract date is late August or early September 2025.

ATTACHMENT(S):

A. Draft RFP MND

REQUEST FOR PROPOSAL

Peer Review of a Mitigated Negative Declaration for the South El Monte Mixed-Use Development Project

CITY OF SOUTH EL MONTE
Community Development Department
1415 North Santa Anita Avenue
South El Monte, CA 91733

July XX, 2025

Submittal Deadline: 5:00 P.M. August XX, 2025

Contact:
Gerardo Marquez, Interim Director of Community Development
Email: gmarquez@soelmonte.org

CITY OF SOUTH EL MONTE, CALIFORNIA

REQUEST FOR PROPOSAL (RFP)
Peer Review of a
Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND)
for the
South El Monte Mixed-Use Development Project

Firms wishing to be considered responsive to this RFP, must submit three (3) hard copies, and one (1) electronic PDF copy (saved on a flash drive) of their proposal in a sealed envelope no later than August 1, 2025, at 5:00 p.m. The envelope should be clearly marked as shown below:

Proposal for Peer Review of the South El Monte Mixed-Use Development MND
Attention:
Gerardo Marquez, Interim Director of Community Development
c/o Office of the City Clerk,
1415 Sana Anita Road
South El Monte, California 91733

Submit Questions to:

Gerardo Marquez, Interim Director of Community Development
gmarquez@soelmonte.org

LATE OR INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED.

The proposal must include all requirements listed under "Scope of Services" and "Proposal Requirements and Other Information". This RFP contains additional information regarding the evaluation process, general terms and conditions, and the City's template for professional services agreements under "Attachment D". and City staff is available to respond to questions. To facilitate proposal development, plans are provided under "Attachment A".

SCOPE OF SERVICES SUMMARY: The City of South El Monte is requesting proposals from qualified professional firms to provide the City with a peer review of a Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND) and related technical studies. The selected firm or team (hereinafter the "Consultant") will be responsible for the review and preparation of comments on the reviewed documents to ensure that the provisions of the California Environmental Quality Act are met.

PROJECT DESCRIPTION SUMMARY AND LOCATION

Location: The project site is an approximately 50,272 are that is comprised of three separate lots. The site is on the southwest corner of Michael Hunt Drive and Peck Road just north of State Route 60.

All of the lots in question are currently zoned Commercial (C) as part of the project, two of the three lots shall be merged and have the zone changed to Commercial Residential (C-R) to provide for the mixed-use development and the third lot nearest to the adjacent residential area will have its zoned changed to Multi-Family Residential (R-3) to serve as a buffer. A lot line adjustment and reciprocal ingress and egress access agreement shall also be a component of this project.

Mixed-Use Development: Henry Ho (Applicant) is proposing to develop a 50,272 square foot site that would include the construction of a 76 residential unit mixed-use development with a 6,603 square foot commercial component. Six of the 76 units would be located on a lot just south of the site five will be

townhomes and a single detached ADU will be provided. The site will provide a total of 137 parking stalls to accommodate the parking demand for this project.

City of South El Monte discretionary actions that could be approved based on the Mitigate Negative Declaration would include the following:

- General Plan Amendment
- Zoning Map Amendment
- Conditional Use Permit

SCOPE OF SERVICES:

The following scope of services is provided for the selection process. The City may alter the scope prior to executing a professional services agreement with the selected firm.

Peer Review of a Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND) for the South El Monte Mixed-Use Development Project

The environmental initial study is currently being prepared based on the construction of a 76 residential unit mixed-use development with a 6,603 square foot commercial component. Six of the 76 units would be located on a lot just south of the site five will be townhomes and a single detached ADU will be provided. The site will provide a total of 137 parking stalls. The initial study will include the following associated studies:

- Traffic Study with trip generation, distribution and VMT Assessment x
- AQ/GHG Study
- Hydrology Report
- Noise Study
- Preliminary Drainage and Low Impact Development (LID) Report
- Phase I Environmental Site Assessment, Soil Vapor and Soil Remediation Work Plan
- Geotechnical Investigation
- Aesthetics

The consultant would be responsible for reviewing the following:

- Draft IS/MND, technical studies (focusing on defensibility and adequacy pursuant to CEQA –note that the Phase I, Traffic Study, Preliminary Drainage and LID Report and Geotechnical Investigation

will be concurrently reviewed by the City's Engineering Department), Aesthetics, Mitigation Monitoring Reporting Program (MMRP); and

- Final IS/MND, including response to comments; and
- Attendance at Planning Commission to assist in answering any questions; and
- Review of all required postings

Scope Assumptions

Technical Studies

- Review all technical studies for CEQA adequacy, identifying any deficiencies or confirming adequacy in a memo to City staff.
- Review any necessary revised technical studies, identifying any deficiencies or confirming adequacy in a memo to City staff.
- Two rounds of review anticipated.

Responses to Comments

- Draft Responses to Comments (one round of review). The responses to comments will be provided as a separate document and will not be incorporated into the MND). Identify any deficiencies or confirm adequacy in a memo to City staff.
- Revised Responses to Comments (one round of review) to confirm all comments have been addressed.
- Two rounds of review anticipated.

Mitigation Monitoring and Reporting Program

- Draft Mitigation Monitoring and Reporting Program (MMR) (one round of review). Identify any deficiencies or confirm adequacy in a memo to City staff.
- Revised MMRP (one round of review) to confirm all comments have been addressed.
- Two rounds of review anticipated.

Findings of Fact and Statement of Overriding Considerations

- Draft Findings and Statement of Overriding Considerations (one round of review). Identify any deficiencies or confirm adequacy in a memo to City staff.
- Revised Findings and Overriding Considerations (one round of review) to confirm all comments have been addressed.
- Two rounds of review anticipated.

Meetings and Hearings

- Attendance at two Planning Commission and two City Council hearings. Address CEQA-related questions during the public hearings.
- Participation in up to six conference calls.

PROPOSAL REQUIREMENTS: The firm's proposal should describe the methodology to be used to furnish the requested services. The proposal should also describe the work which shall be necessary in order to

satisfactorily complete the task requirements. Please note: this RFQ cannot identify each specific, individual task required to successfully and completely implement this project. The City of South El Monte relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of services and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of services identified in this RFP.

Each proposal must include the following:

- **Cover Letter.** Letter addressed to **Gerardo Marquez, Interim Community Development Director,** signed by principal or authorized officer who may make legally binding commitments for the entity. The consultant shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposal.
- **Firm and Project Manager Experience.** Provide information concerning your firm's experience as it directly relates to the type of project and services set forth herein. Define the experience of the Project Manager, other key personnel and subconsultants assigned to work with the City. Identify all team members and their titles and responsibilities for the project in an Organizational Chart. Please provide resumes.

  Demonstrate the relevant expertise and experience of each key team member. Describe at least three projects demonstrating the Consultant's experience. The proposed Project Manager should have been the project manager or a prominent team member on these projects. Provide a description of the firm's prior performance in terms of meeting time and budget estimates, with specific references to the projects cited.

  The designated Project Manager shall be the primary contact with the City during the project period. The Consultant shall disclose in the any and all proposed subconsultant(s), including details regarding which services they would perform.
- **Technical Proposal.** Describe in detail your approach and understanding of all necessary tasks and steps involved in the project; include a list of deliverables.
- **References.** Provide a minimum of three references for work directly relevant to the project. The references must be for the Project Manager assigned to the project. In order that the City may contact the reference, please identify the name of the client, contact person, phone number, email address, a description of services, and dates of services performed.
- **Schedule assumptions.** Identify time duration for review of work efforts.
- **Cost proposal** identifying all task items, hourly rates, and other direct expenses involved with delivery of the requested services. Provide an hourly rate schedule with list of reimbursable expenses involved. Please include a 10 percent contingency.

Proposals must be in an 8 ½ X 11 format, may be no more than a <u>total</u> of 40 pages (20 sheets of paper, double sided and folded 11"x17" sheets are acceptable), including an organization chart, staff resumes and appendices, and cover letter. (A minimum font size of 10 points must be used). NOTE: Dividers, attachments included in this RFP to be submitted with the proposal do <u>NOT</u> count toward the 40-page limit.

<u>City Responsibilities</u>

The City shall provide the following items to assist the Consultant in completing services:

- A primary City representative to act as a project manager;
- Copies of all relevant planning documents and land use data;
- Coordinate and schedule meetings with the City and Applicant;
- Notice Public Meetings, post meeting agendas, and meeting minutes in accordance with the Brown Act;
- Provide staff support and oversight during the processing of the application; and
- Prepare Planning Commission and City Council staff reports and schedule public hearings.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation is for professional services and award of a professional services contract may be made to the most qualified firm who will best serve the City's interests taking into account the demonstrated competence and professional qualifications for the scope of services to be provided and at fair and reasonable price to the City.

The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of South El Monte in accordance with the standard Professional Services Agreement (see Attachment D). Requested changes to the Professional Services Agreement must be identified in the proposal but may not be approved.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

Evaluation and Award Schedule

The following is a tentative schedule of the RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

RFP Published	July 1, 2025
Proposals Due	August 1, 2025
Anticipated Consultant Selection:	First week of September 2025

CONSULTANT SELECTION METHODOLOGY

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

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures	25
Effectiveness of Project Schedule showing how the consultant will be able to complete the design within required time duration	15
Total Points	100

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

The City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At the City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected consultants and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

GENERAL TERMS AND CONDITIONS

The City of South El Monte shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant. Pre-contractual expenses are defined as expenses incurred by the consultant in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by consultant prior to the date of the executed agreement.

The City of South El Monte reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any consultant responding to this RFP.

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents and other products used or developed during the course of facilitating the services will remain the property of the City.

Rejection of Proposals: The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

Proposal Validity Period: Submission of a proposal will signify the consultant's agreement that the proposal, and contents thereof, are valid for 120 days following the submission of the proposal.

News Releases: News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name and shield shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

Closing: The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Services, schedule and fees with the Consultant. The City reserves the right to eliminate or add

tasks identified in the Scope of Services with a corresponding reduction or increase in the fee. Staff shall present its recommendation to the City Council and is subject to its approval.

ATTACHMENT "A"

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

SLSD
Space Light Structure Design
1414 FAIR OAKS AVE., SUITE 3
SOUTH PASADENA, CA 91030
TEL:626.799.8818 FAX:626.799.8823
ARCHITECTURE
PLANNING
INTERIORS

CROSSING at PECK
1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

A0.0

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

SLSD
Space Light Structure Design
1414 FAIR OAKS AVE., SUITE 3
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1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

A0.1

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

SLSD

Space Light Structure Design

1414 FAIR OAKS AVE., SUITE 3
SOUTH PASADENA, CA 91030
TEL:626.799.8818 FAX:626.799.8823

ARCHITECTURE
PLANNING
INTERIORS

CROSSING at PECK

1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

A0.2

PROJECT DATA

SITE ADDRESS	1510 & 1536 PECK ROAD, SOUTH EL MONTE
ASSESSOR'S ID NO	8113-003-067 & 8113-003-066
LEGAL DESCRIPTION	M R 43-43-45"FOR DESC SEE ASSESSOR'S MAPS POR OF LOT 3 BLK H
SITE AREA	LOT A (1536) - 30,254 SF (0.69 ACRES) LOT B (1510) - 20,018 SF (0.46 ACRES) TOTAL: 50,272 SF (1.15 ACRES)

LOT B (REQUIRES LOT LINE ADJUSTMENT)

ZONING	EXISTING USE C (COMMERCIAL)	PROPOSED USE R-2 (MULTIPLE RESIDENTIAL)
FLOOR AREA RATIO	N/A	
LOT COVERAGE	5,108 SF / 20,018 SF = 25.5%	
INCENTIVES REQUIRED	N/A	
ALLOWABLE DENSITY	BASE: (12 DU / 0.46ACRE) = 5.52 OR 6 UNITS	
PROPOSED DENSITY	5 UNITS AND 1 ADU	

SETBACKS	REQUIRED	PROVIDED
FRONT:	20'-0"	20'-0"
INTERIOR FIRST:	5'-0"	5'-0"
INTERIOR SECOND:		8'-0" (ADJACENT TO R1)
REAR FIRST:	5'-0"	5'-0"
REAR SECOND:		8'-0" (ADJACENT TO R1)
LANDSCAPING:	NO SPECIFIC PERCENTAGE	4,156 SF PROVIDED
MAX BUILDING HEIGHT:	ALLOWED 2 STORIES (25 FT.)	PROVIDED 2 STORIES (25 FT.)
STORAGE SPACE	N/A	
PARKING REQUIRED:	SFD 3 BEDROOM UNITS ADU 1 BEDROOM UNIT	5 UNITS (2 PER UNIT) = 10 SPACES 1 UNIT (1 PER UNIT) = 1 SPACE
PARKING PROVIDED:	COVERED PARKING GUEST PARKING	11 SPACES 6 SPACES

PROPOSED BUILDING AREA

	GARAGE	1ST FLR	2ND FLR	TOTAL SF	QTY.	TOTAL
TYPE A (SFD)	441 SF	399 SF	756 SF	1,596 SF	3	4,788 SF
TYPE B (SFD)	441 SF	399 SF	761 SF	1,601 SF	2	3,202 SF
TYPE C (ADU)	230 SF	678 SF		908 SF	1	908 SF
TOTAL						8,898 SF

REQUIRED COMMON SPACE: N/A

LOT A (REQUIRES LOT LINE ADJUSTMENT)

ZONING	EXISTING USE C (COMMERCIAL)	PROPOSED USE CR (COMMERCIAL-RESIDENTIAL)
FLOOR AREA RATIO	N/A	
LOT COVERAGE	N/A	
INCENTIVES PROPOSED	15% VERY LOW INCOME UNITS ARE NEEDED TO OBTAIN 3 INCENTIVES 3 INCENTIVES - NUMBER OF STORIES, LANDSCAPING, SETBACK LOT A	
ALLOWABLE DENSITY	BASE: (87 DU/ 0.69 ACRE, ADJ. TO MULTI-FAMILY) = 60.03 OR **61** 61 UNITS X 14% = 8.54 OR **9 UNITS** (14% DENSITY BONUS) 61 UNITS X 19% = 11.59 OR **12 UNITS** MODERATE INCOME	
PROPOSED DENSITY	70 UNITS	

SETBACKS	REQUIRED	PROPOSED
FRONT:	0'-0"	0'-2" TO 3.39'
INTERIOR FIRST:	5'-0"	
SECOND:	15'-0"	
THIRD:	25'-0"	
REAR:	N/A	5'-0"
LANDSCAPING:	3,025 SF	1,595 SF WITH INCENTIVE
MAX BUILDING HEIGHT:	5 STORIES (65 FT.)	5 STORIES (65 FT.) W/ INCENTIVE
STORAGE SPACE:	6,300 CF (MIN. 24 SF FOOTPRINT)	6,300 CF

PARKING REQUIRED:

COMMERCIAL		
RETAILS / OFFICE	3,316 SF / (1 PER 300 SF)	= 11.05 SPACES
SEE BREAKDOWN BELOW		= 38.91 SPACES
ONE BEDROOM	53 UNITS / (1 PER UNIT)	= 53 SPACES
TWO BEDROOM	17 UNITS / (2 PER UNIT)	= 34 SPACES
TOTAL		= 136.96 SPACES
TOTAL REQUIRED		= **137 SPACES**
GUEST PARKING	70 UNITS / (1 PER 4 UNITS)	= 17.5 SPACES
TOTAL		= 18 SPACES
(18 GUEST SHARED W/ COMMERCIAL & RESTAURANT)		

RESTAURANT BREAKDOWN

SUITE A (1,896 SF)		
KITCHEN / RM.	800 SF / 200	= 4.00
DINING AREA	1,096 SF / 15 = 73 / 4	= 18.26
EMPLOYEE	18.26 X 10%	= 1.82
TOTAL		= 24.08 SPACES
SUITE B (1,391 SF)		
KITCHEN / RM.	800 SF / 200	= 4.00
DINING AREA	591 SF / 15 = 39.4 / 4	= 9.85
EMPLOYEE	9.85 X 10%	= 0.98
TOTAL		= 14.83 SPACES
RESTAURANT TOTAL		**= 38.91 SPACES**

PARKING PROVIDED:

COMMERCIAL	GROUND FLOOR	= 11 SPACES
RESTAURANT	GROUND FLOOR	= 23 SPACE
RESTAURANT	BASEMENT	= 15 SPACES
RESIDENTIAL	BASEMENT	= 40 SPACES
	SECOND FLOOR	= 48 SPACES
	TOTAL PARKING PROVIDED	**= 137 SPACES**
	(18 GUEST SHARED W/ COMMERCIAL & RESTAURANT)	

PROPOSED BUILDING AREA

5-STORY BUILDING

COMMERCIAL AREA	6,603 SF
RESIDENTIAL UNITS AREA	60,438 SF
COMMUNITY RM / COMMON OPEN SPACE	8,180 SF
LEASING OFFICE	1,522 SF
PRIVATE OPEN SPACE	4,831 SF
SUBTOTAL USABLE AREA	81,574 SF
GARAGE (PARKING AREA)	
BASEMENT	24,482 SF
FIRST FLOOR	14,473 SF
SECOND FLOOR	14,306 SF
CIRCULATION (LOBBY / STAIRWAY)	12,835 SF
UTILITY / TRASH / BIKE STORAGE	6,836 SF
SUBTOTAL LEASABLE AREA	72,932 SF
GRAND TOTAL (USABLE + LEASABLE)	**154,506 SF**

COMMERCIAL AREA BREAKDOWN

UNIT TYPE	UNITS AREA	
SUITE A	1,777 SF	1,777 SF
SUITE B	1,431 SF	1,431 SF
SUITE C	1,321 SF	1,321 SF
SUITE D	686 SF	686 SF
SUITE E	686 SF	686 SF
SUITE F	730 SF	730 SF
TOTAL	6,631 SF	6,631 SF

RESIDENTIAL UNITS AREA BREAKDOWN

UNIT TYPE	UNITS AREA		QUANTITY	
TYPE 'A1'	760 SF	X	18	13,680 SF
TYPE 'A1.1'	776 SF	X	22	17,072 SF
TYPE 'A2'	760 SF	X	6	4,560 SF
TYPE 'A2.1'	776 SF	X	2	1,552 SF
TYPE 'B1'	771 SF	X	1	771 SF
TYPE 'B1.1'	785 SF	X	3	2,355 SF
TYPE 'C'	900 SF	X	1	900 SF
TYPE 'D1'	1,242 SF	X	1	1,242 SF
TYPE 'D2'	1,053 SF	X	1	1,053 SF
TYPE 'D2.1'	1,070 SF	X	1	1,070 SF
TYPE 'E1	1,044 SF	X	1	1,044 SF
TYPE 'E1.1'	1,056 SF	X	3	3,168 SF
TYPE 'F1'	1,102 SF	X	2	2,204 SF
TYPE 'F2'	1,095 SF	X	1	1,095 SF
TYPE 'F2.1'	1,111 SF	X	2	2,222 SF
TYPE 'G'	1,205 SF	X	4	4,820 SF
TYPE 'H'	1,630 SF	X	1	1,630 SF
TOTAL			70	60,438 SF

OPEN SPACE REQUIREMENT

OPEN SPACE (O.S.)	REQUIRED	PROVIDED
	140 X 70 UNITS (9,800 SF)	
OPEN SPACE		2,867 SF
COURTYARD A		3,865 SF
COURTYARD B		92 SF
COMMUNITY ROOM		5,075 SF
PRIVATE O.S. AND BALCONY		

PRIVATE O.S. AND BALCONY PER UNIT TYPE

UNIT TYPE		AREA	QTY.	TOTAL
UNIT A1	(1-BED) 3RD LVL	169 SF	2	338 SF
UNIT A1	(1-BED) 3RD LVL	172 SF	2	344 SF
UNIT A1	(1-BED) 3RD & 6TH LVL	43 SF	14	602 SF
UNIT A1.1	(1-BED) 4TH & 5TH LVL	43 SF	22	946 SF
UNIT A2	(1-BED) 3RD LVL	169 SF	1	169 SF
UNIT A2	(1-BED) 3RD LVL	312 SF	1	312 SF
UNIT A2	(1-BED) 4TH & 5TH LVL	43 SF	2	86 SF
UNIT A2	(1-BED) 6TH LVL	43 SF	2	86 SF
UNIT A2.1	(1-BED) 4TH & 5TH LVL	43 SF	2	86 SF
UNIT B1	(1-BED) 3RD LVL	34 SF	1	34 SF
UNIT B1.1	(1-BED) 4TH, 5TH & 6TH	34 SF	3	102 SF
UNIT C	(1-BED) 3RD LVL	145 SF	1	145 SF
UNIT D1	(2-BEDS) 4TH LVL	36 SF	1	36 SF
UNIT D2	(2-BEDS) 6TH LVL	100 SF	1	100 SF
UNIT D2.1	(2-BEDS) 5TH LVL	172 SF	1	172 SF
UNIT E1	(2-BEDS) 3RD LVL	80 SF	1	80 SF
UNIT E1.1	(2-BEDS) 4TH, 5TH & 6TH	80 SF	3	240 SF
UNIT F1	(2-BEDS) 3RD LVL	424 SF	1	424 SF
UNIT F1	(2-BEDS) 3RD LVL	38 SF	1	38 SF
UNIT F2	(2-BEDS) 6TH LVL	67 SF	1	67 SF
UNIT F2.1	(2-BEDS) 4TH LVL	110 SF	1	110 SF
UNIT F2.1	(2-BEDS) 5TH LVL	67 SF	1	67 SF
UNIT G	(2-BEDS) 3RD LEVEL	134 SF	1	134 SF
UNIT G	(2-BEDS) 4TH, 5TH & 6TH	48 SF	3	144 SF
UNIT H	(2-BEDS) 4TH LVL	316 SF	1	316 SF
TOTAL			70	5,178 SF

DRAWING INDEX

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A0.2	RENDERING IMAGES
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A0.4	PROGRAM DIAGRAMS
A0.5	PARKING DIAGRAMS
A0.6	ZONING AND AREA PLANS
A0.7	SITE STREETSCAPE
A0.8	SITE PHOTOGRAPHS
A0.9	MATERIALS BOARD
A0.10	SITE ANALYSIS
A1.0	DEMOLITION PLAN
A1.1	BASEMENT PLAN
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SCOPE OF WORK

PROPOSED NEW MIXED MULTI-USE 5-STORY FOR COMMERCIAL / RESTAURANT AND 70 RESIDENTIAL UNITS WITH 2-STORY 6 UNITS DETACHED SINGLE FAMILY DWELLING AND 1-STORY 1 UNIT DETACHED ADU.

PROJECT DIRECTORY

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CROSSING at PECK
1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
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Date:	09-17-2024

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

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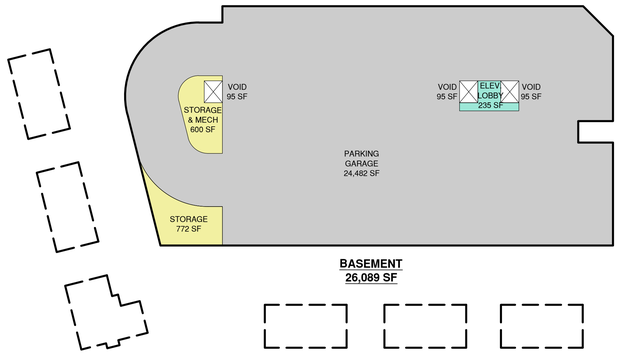
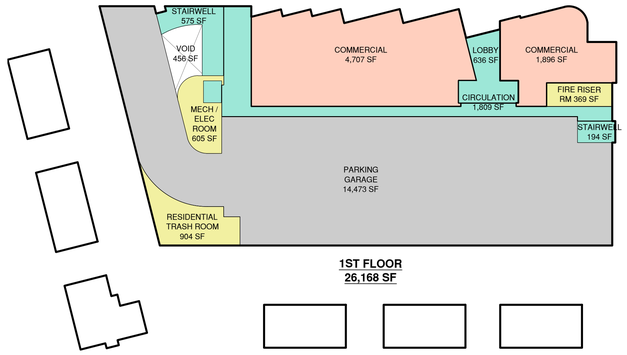


BASEMENT
26,089 SF

LEVEL 0 (BASEMENT)

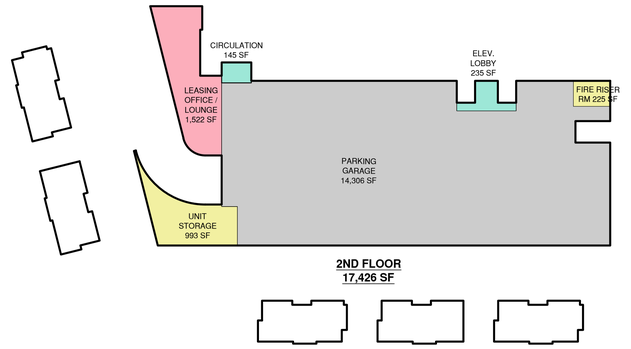
PARKING GARAGE	24,482 SF
CIRCULATION	235 SF
UTIL. / TRASH / STORAGE	1,372 SF
TOTAL BASEMENT AREA	26,089 SF



1ST FLOOR
26,168 SF

LEVEL 1 (1ST FLOOR)

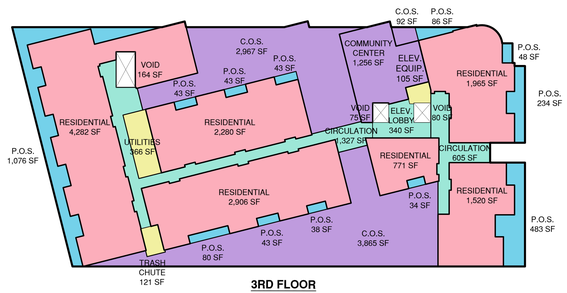
COMMERCIAL	6,631 SF
PARKING GARAGE	14,473 SF
CIRCULATION	3,214 SF
UTIL. / TRASH / STORAGE	1,878 SF
TOTAL 1ST FLOOR AREA	26,196 SF



2ND FLOOR
17,426 SF

LEVEL 2 (2ND FLOOR)

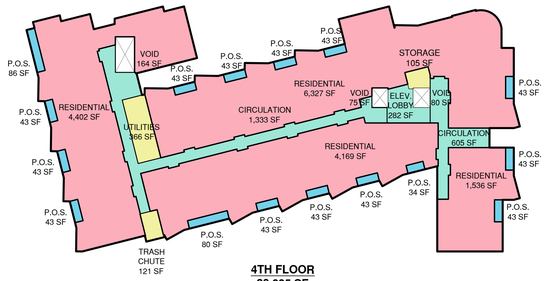
LEASING OFFICE / LOUNGE	1,522 SF
PARKING GARAGE	14,306 SF
CIRCULATION	380 SF
UTIL. / TRASH / STORAGE	1,218 SF
TOTAL 2ND FLOOR AREA	17,426 SF



3RD FLOOR
27,019 SF

LEVEL 3 (3RD FLOOR)

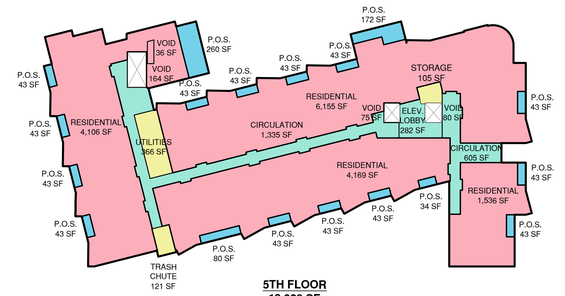
UNITS AREA	13,724 SF
COMMUNITY USED	8,163 SF
CIRCULATION	2,272 SF
UTIL. / TRASH / STORAGE	592 SF
TOTAL 3RD FLOOR AREA	24,751 SF
PRIVATE OPEN SPACE (P.O.S.)	2,251 SF



4TH FLOOR
20,005 SF

LEVEL 4 (4TH FLOOR)

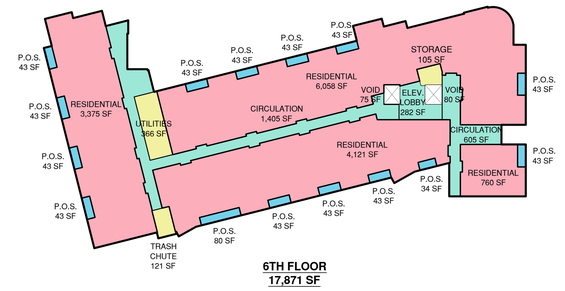
UNITS AREA	16,434 SF
CIRCULATION	2,220 SF
UTIL. / TRASH / STORAGE	592 SF
TOTAL 4TH FLOOR AREA	19,246 SF
PRIVATE OPEN SPACE (P.O.S.)	759 SF



5TH FLOOR
19,928 SF

LEVEL 5 (5TH FLOOR)

UNITS AREA	15,966 SF
CIRCULATION	2,222 SF
UTIL. / TRASH / STORAGE	592 SF
TOTAL 5TH FLOOR AREA	18,780 SF
PRIVATE OPEN SPACE (P.O.S.)	1,148 SF



6TH FLOOR
17,871 SF

LEVEL 6 (6TH FLOOR)

UNITS AREA	14,314 SF
CIRCULATION	2,292 SF
UTIL. / TRASH / STORAGE	592 SF
TOTAL 6TH FLOOR AREA	17,198 SF
PRIVATE OPEN SPACE (P.O.S.)	673 SF

FLOOR PLAN KEY

- PARKING
- UNITS
- COMMERCIAL
- TRASH/ UTILITY
- CIRCULATION
- PRIVATE OPEN SPACE
- OUTDOOR OPEN SPACE

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

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1510 & 1536 PECK ROAD
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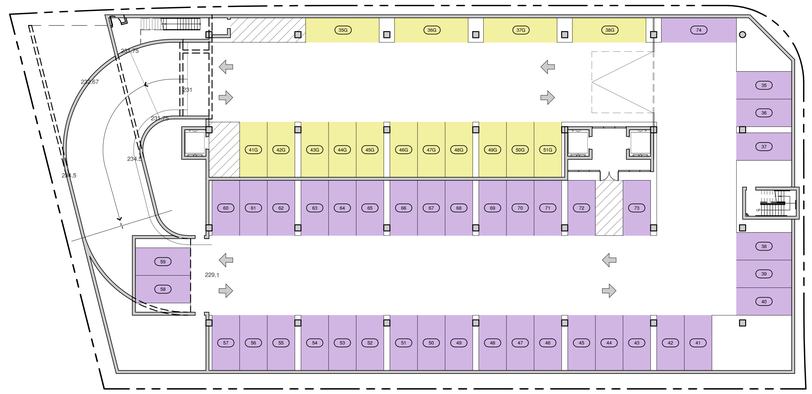
Revisions: Date

SLSD Project Number: 2022-12
Date: 08-23-2024

A0.4

PARKING DESIGNATION SUMMARY					
FLOOR	**UNIT NUMBER**	**PLAN TYPE**	**NO. OF BEDROOMS**	**PARKING REQUIRED**	**PARKING SPOTS**
LEVEL 3	301	UNIT G	2	2	1
	302	UNIT A1	1	1	21
	303	UNIT A1	1	1	22
	304	UNIT A2	1	1	23
	305	UNIT B1	1	1	24
	307	UNIT F1	2	2	2
	308	UNIT A1	1	1	25
	309	UNIT E1	2	2	3
	311	UNIT A2	1	1	26
	312	UNIT A1	1	1	27
	314	UNIT A1	1	1	28
	315	UNIT F1	2	2	4
	316	UNIT C	1	1	29
	317	UNIT A1	1	1	30
	318	UNIT A1	1	1	31
	319	UNIT A1	1	1	32
LEVEL 4	401	UNIT G	2	2	5
	402	UNIT A1.1	1	1	33
	403	UNIT A1.1	1	1	34
	404	UNIT A2	1	1	35
	405	UNIT B1.1	1	1	36
	407	UNIT A1.1	1	1	37
	408	UNIT A1.1	1	1	38
	409	UNIT A1.1	1	1	39
	410	UNIT E1.1	2	2	6
	412	UNIT A2.1	1	1	40
	414	UNIT A1.1	1	1	41
	415	UNIT A1.1	1	1	42
	416	UNIT F2.1	2	2	7
	417	UNIT H	2	2	8
	418	UNIT A1.1	1	1	43
	419	UNIT A1.1	1	1	44
	420	UNIT A1.1	1	1	45
	421	UNIT A1.1	1	1	46
	422	UNIT D1	2	2	9
LEVEL 5	501	UNIT G	2	2	10
	502	UNIT A1.1	1	1	47
	503	UNIT A1.1	1	1	48
	504	UNIT A2	1	1	49
	505	UNIT B1.1	1	1	50
	507	UNIT A1.1	1	1	51
	508	UNIT A1.1	1	1	52
	509	UNIT A1.1	1	1	53
	510	UNIT E1.1	2	2	11
	512	UNIT A2.1	1	1	54
	514	UNIT A1.1	1	1	55
	515	UNIT A1.1	1	1	56
	516	UNIT F2.1	2	2	12, 13
	517	UNIT A1.1	1	1	57
	518	UNIT A1.1	1	1	58
	519	UNIT A1.1	1	1	59
	520	UNIT A1.1	1	1	60
	521	UNIT D2.1	2	2	14
LEVEL 6	601	UNIT G	2	2	15
	602	UNIT A1	1	1	61
	603	UNIT A2	1	1	62
	604	UNIT B1.1	1	1	63
	606	UNIT A1	1	1	64
	607	UNIT A1	1	1	65
	608	UNIT A1	1	1	66
	609	UNIT E1.1	2	2	16
	611	UNIT A2	1	1	67
	612	UNIT A1	1	1	68
	614	UNIT A1	1	1	69
	615	UNIT F2	2	2	17, 18
	616	UNIT A1	1	1	70
	617	UNIT A1	1	1	71
	618	UNIT A1	1	1	72
	619	UNIT A1	1	1	73
	620	UNIT D2	2	2	19, 20

PARKING DESIGNATION SUMMARY					
–	**UNIT NUMBER**	**PLAN TYPE**	**NO. OF BEDROOMS**	**PARKING REQUIRED**	**PARKING SPOTS**
TOWNHOMES	301	TYPE A (SFD)	3	2	74, 75
	302	TYPE B (SFD)	3	2	77, 78
	303	TYPE C (ADU)	1	1	80
	304	TYPE B (SFD)	3	2	83, 84
	305	TYPE B (SFD)	3	2	86, 87
	307	TYPE A (SFD)	3	2	89, 90



BASEMENT PARKING DIAGRAM 3

SCALE: 1" = 20'-0"

1ST FLOOR PARKING DIAGRAM 2

SCALE: 1" = 20'-0"

2ND FLOOR PARKING DIAGRAM 1

SCALE: 1" = 20'-0"

KEY

- 1 BEDROOM PARKING
- 2 BEDROOM PARKING
- TOWNHOUSE COVERED PARKING
- GUEST PARKING
- RESTAURANT PARKING
- GENERAL RETAIL PARKING

CROSSING at PECK

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CROSSING at PECK
1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	08-23-2024

A0.5

PROPOSED ZONING MAP LEGEND

R-2 (MULTI FAMILY RESIDENTIAL)

C-R (COMMERCIAL RESIDENTIAL)

PROPOSED ZONING PLAN 5

SCALE: 1/64" = 1'-0"

NORTH

EXISTING ZONING MAP LEGEND

R-1 (SINGLE FAMILY RESIDENTIAL)

C (COMMERCIAL)

EXISTING ZONING PLAN 4

SCALE: 1/64" = 1'-0"

NORTH

VICINITY MAP 3

SCALE: NOT TO SCALE

NORTH

PROPOSED AREA PLAN 2

SCALE: 1/32" = 1'-0"

NORTH

EXISTING AREA PLAN 1

SCALE: 1/32" = 1'-0"

NORTH

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

SLSD

Space Light Structure Design

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ARCHITECTURE
PLANNING
INTERIORS

CROSSING at PECK

1510 & 1536 PECK ROAD
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A0.6

1606 DURFEE AVE. | 1510 & 1536 PECK RD. PROJECT SITE | 11303 PECK RD.

PECK RD./ DURFEE AVE.: EAST STREETSCAPE

SCALE: N.T.S.

5

1537 MICHAEL HUNT DR. | 1536 MICHAEL HUNT DR. PROJECT SITE | 1533 MICHAEL HUNT DR.

MICHAEL HUNT DR.: SOUTH STREETSCAPE

SCALE: N.T.S.

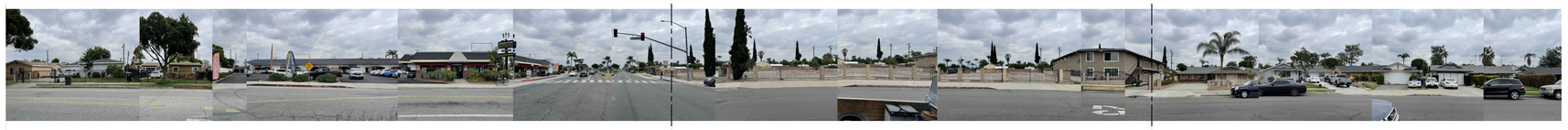
4

1501 PECK RD. | 1509 - 1533 PECK RD. OPPOSITE TO PROJECT SITE | 1603 DURFEE AVE.

PECK RD./ DURFEE AVE.: WEST STREETSCAPE

SCALE: N.T.S.

3



1603 MICHAEL HUNT DR. | 1606 & 11339 MICHAEL HUNT DR. OPPOSITE TO PROJECT SITE | 11345 MICHAEL HUNT DR.

MICHAEL HUNT DR.: NORTH STREETSCAPE

SCALE: N.T.S.

2

STREETSCAPE KEY PLAN

SCALE: N.T.S.

1

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CROSSING at PECK
1510 & 1536 PECK ROAD
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A0.7

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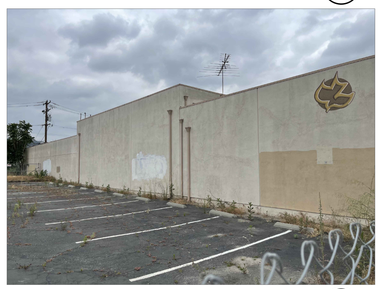

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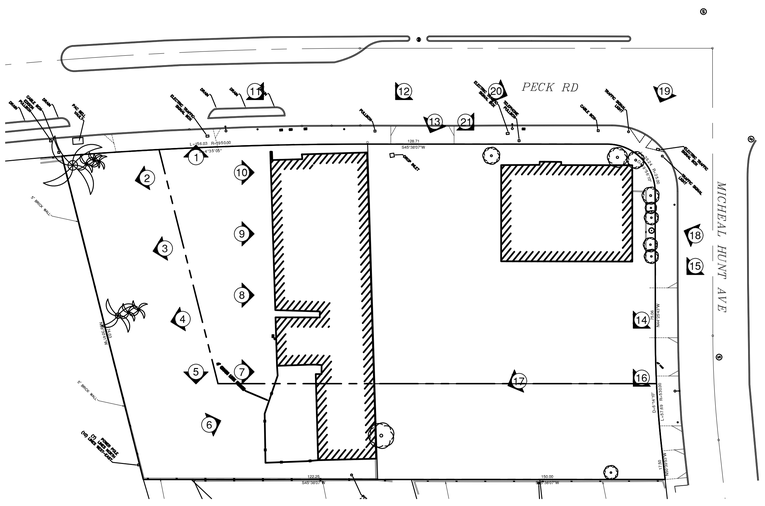

SITE PHOTOS KEY PLAN

SCALE: 1/32" = 1'-0"

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A0.8

MIXED USE BUILDING

TOWNHOMES

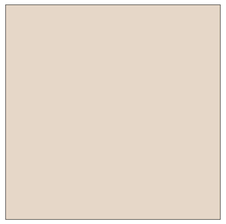
MIXED-USE BUILDING

ANGELUS BLOCK
PRECISION NORMAL WEIGHT
'NATURAL GRAY'

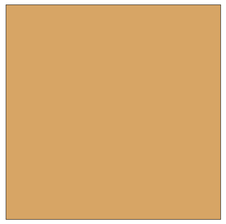
ANGELUS BLOCK
SPLIT FACE MEDIUM WEIGHT
'NATURAL GRAY'

ANGELUS BLOCK
SPLIT FACE MEDIUM WEIGHT
'HARVEST'

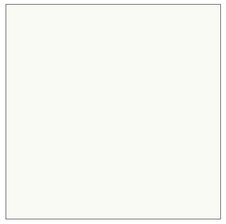
LONGBOARD SIDING
WOODGRAIN FINISH
'LIGHT NATIONAL WALNUT'



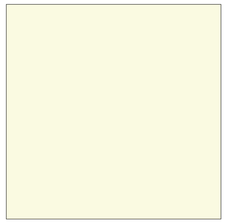
STENI FACADE PANELS
STENI COLOR PLANK (FS200)
'SN9521' (NCS S 1704-Y50R)



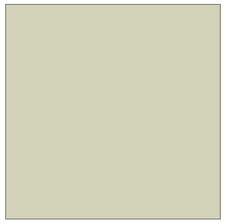
STENI FACADE PANELS
STENI COLOR PLANK (FS200)
'SN9517' (NCS S 2030-Y20R)



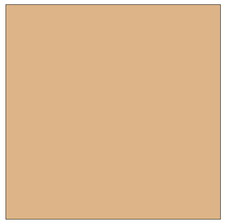
LA HABRA STUCCO
X-40 (66) BASE 200
'DOVE GREY'



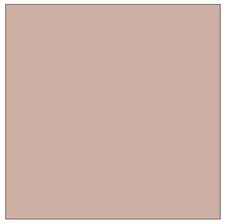
LA HABRA STUCCO
X-81 (68) BASE 200
'OATMEAL'



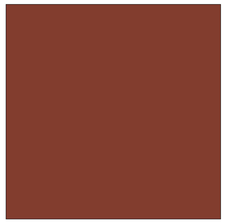
LA HABRA STUCCO
X-696 (42) BASE 200
'SOUTHERN MOSS'



LA HABRA STUCCO
81584 (34) BASE 100
'SUFFOLK'

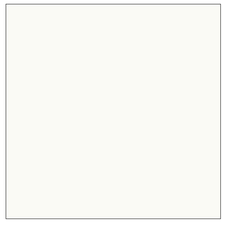


STENI FACADE PANELS
STENI COLOR PLANK (FS200)
'SN9528' (NCS S 2509-Y77R)

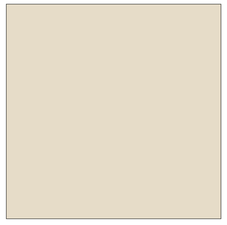


STENI FACADE PANELS
STENI COLOR PLANK (FS200)
'SN9534' (NCS S 5030-Y80R)

TOWNHOMES



LA HABRA STUCCO
X-40 (66) BASE 200
'DOVE GREY'



LA HABRA STUCCO
X-820 (48) BASE 200
'SILVERADO'

DUNN EDWARDS
DEC756
'WEATHERED BROWN'

JAMES HARDIE
LAP SIDING SMOOTH
'BOOTHBAY BLUE'

JAMES HARDIE
LAP SIDING SMOOTH
'TIMBER BARK'

CERTAINTEED
LANDMARK TL SOLARIS
'COUNTRY GRAY'

CROSSING at PECK

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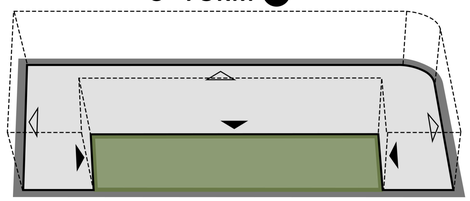
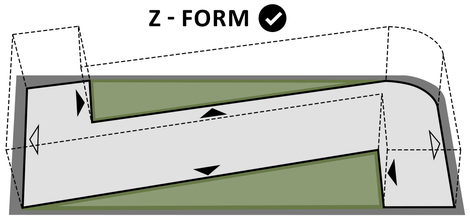
A0.9

U - FORM ✕

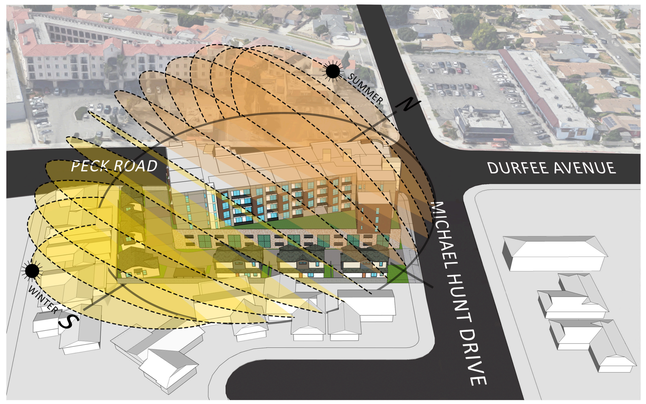


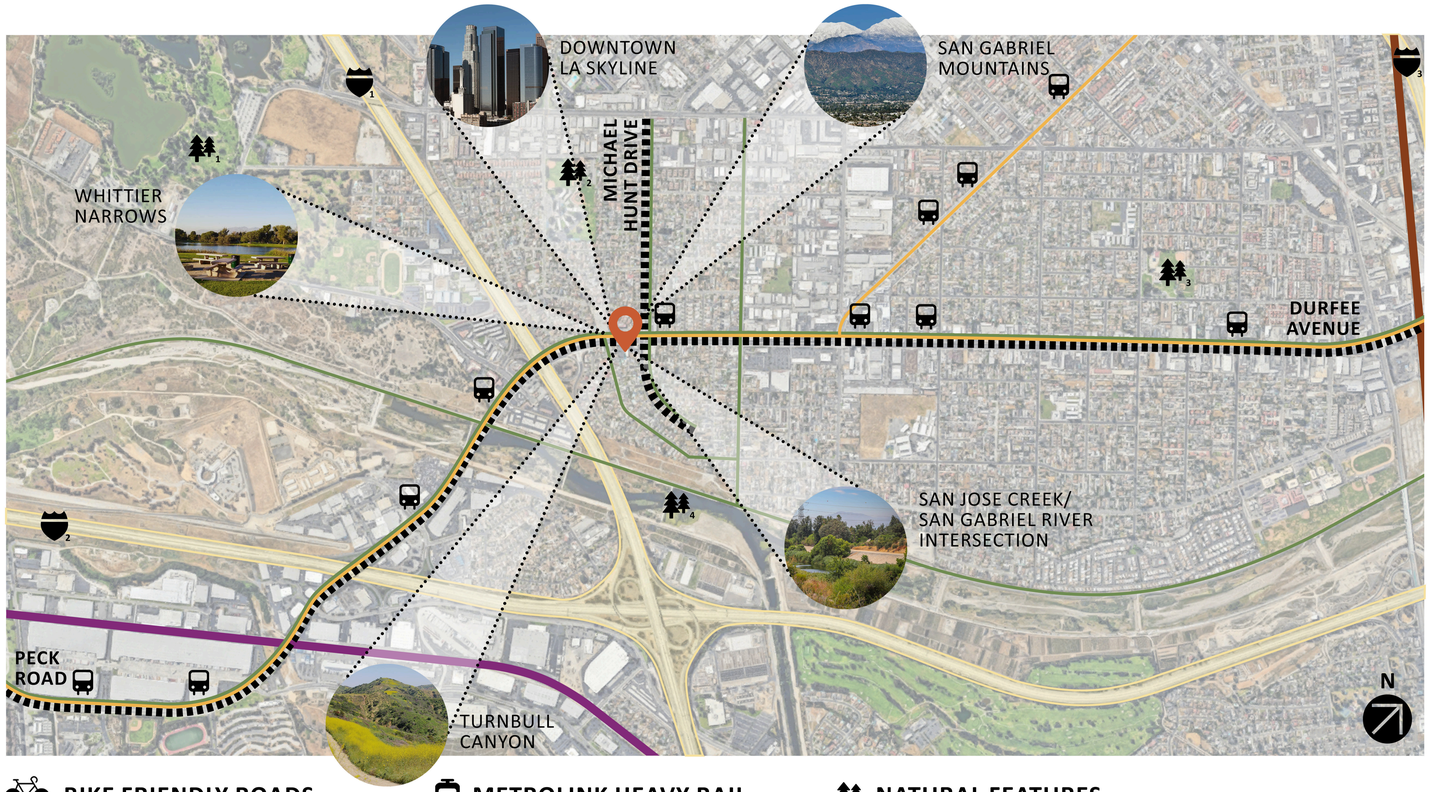
DESIGNING BUILDING ALONG THE PERIMETER OF LOT REDUCES ACCESS TO GREEN SPACES WITH SINGULAR COURTYARD

Z - FORM ✓



DESIGNING BUILDING ALONG HYPOTENUSE OF LOT MAXIMIZES THE LONGEST WIDTH OF LOT AND INCREASES ACCESS TO GREEN SPACES WITH TWO COURTYARDS





BIKE FRIENDLY ROADS
PECK ROAD
MICHAEL HUNT DRIVE
FARNDON STREET
DURFEE AVENUE (DEDICATED LANE)
SAN GABRIEL RIVER TRAIL (PAVED TRAIL)

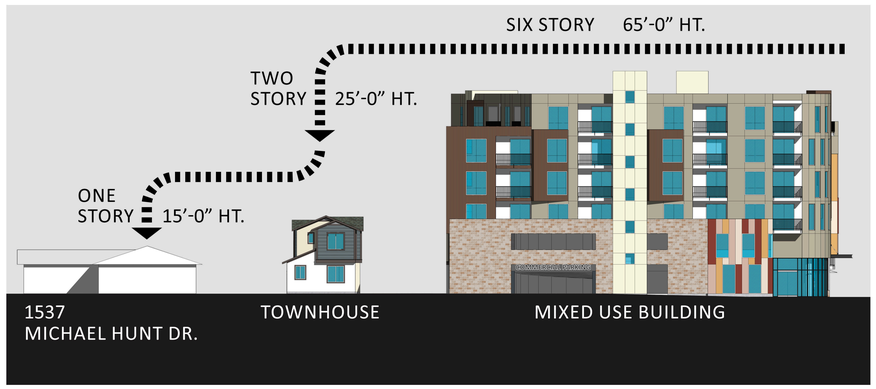
METROLINK HEAVY RAIL
1. METROLINK SAN BERNARDINO LINE
   EL MONTE STATION
   (2.9 MILES N.E.)
2. METROLINK RIVERSIDE LINE
   MONTEBELLO/COMMERCE STATION
   (7.2 MILES S.W.)

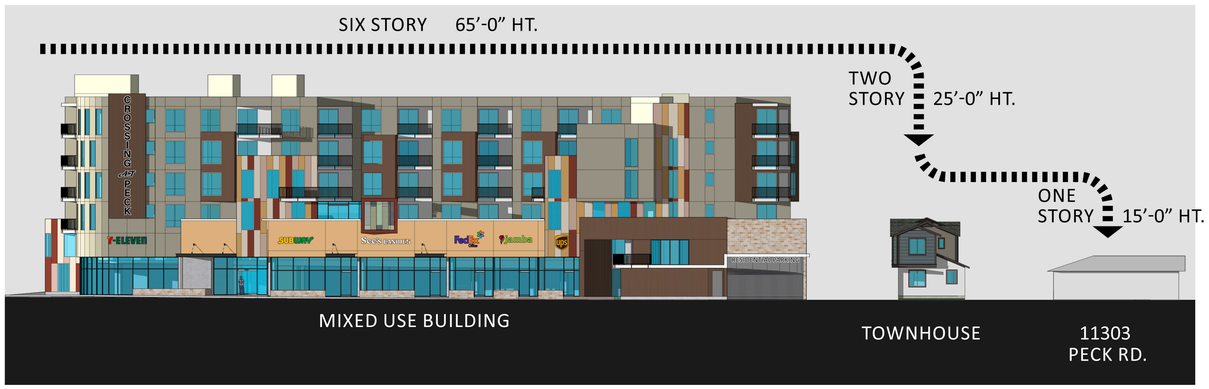
NATURAL FEATURES
1. WHITTIER NARROWS NATURE CENTER/ RECREATION AREA
2. NEW TEMPLE PARK
3. MOUNTAIN VIEW PARK
4. SAN JOSE CREEK/ SAN GABRIEL RIVER INTERSECTION

RELEVANT STREETS
PECK ROAD
DURFEE AVENUE
MICHAEL HUNT DRIVE

BUS STOPS
DURFEE AVENUE
7, YELLOW ROUTE, ORANGE ROUTE
PECK ROAD
1, 7, 274, 577

FREEWAYS
1. SR-60 POMONA/ MORENO VALLEY FREEWAY
2. I-605 SAN GABRIEL RIVER FREEWAY
3. I-10 SAN BERNARDINO FREEWAY





CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

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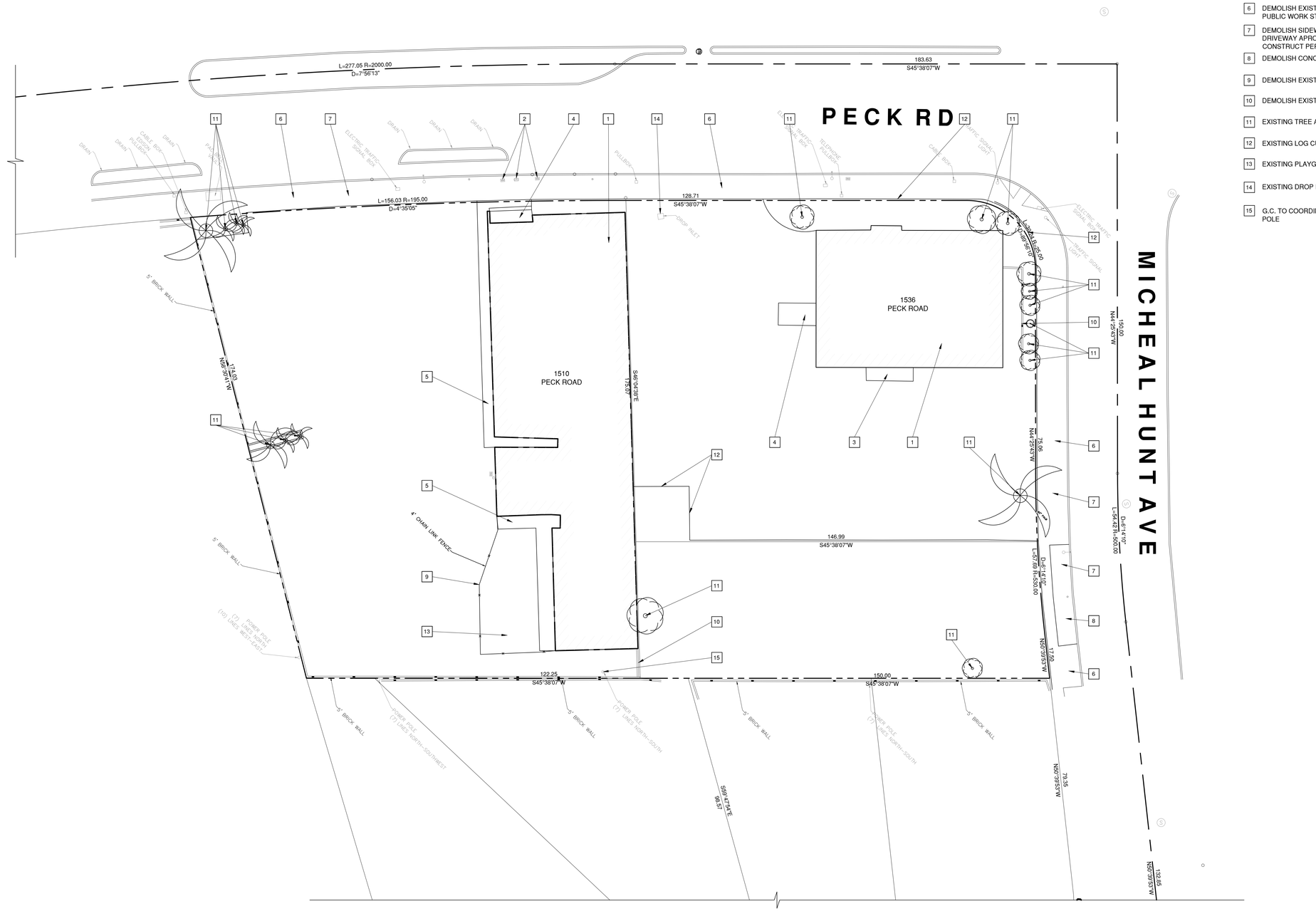
A0.10

DEMOLITION NOTES

1. EXISTING BUILDING TO BE DEMOLISHED
2. EXISTING UTILITIES LIKE GAS METER AND WATER METER TO BE ABANDONED AND CAPPED
3. EXISTING CONCRETE LANDING AND STEPS TO BE DEMOLISHED
4. EXISTING CONCRETE LANDING AND RAMP TO BE DEMOLISHED
5. EXISTING CONCRETE WALKWAY TO BE DEMOLISHED
6. DEMOLISH EXISTING DRIVEWAY APRON AND CONSTRUCT PER PUBLIC WORK STANDARD
7. DEMOLISH SIDEWALL/CURB AND PUBLIC RIGHT OF WAY FOR NEW DRIVEWAY APRON. REFER TO SITE PLAN FOR LOCATION AND CONSTRUCT PER PUBLIC WORK STANDARD
8. DEMOLISH CONCRETE PAVEMENT AND CONCRETE CURB
9. DEMOLISH EXISTING 4'-0" HEIGHT CHAIN LINK FENCE
10. DEMOLISH EXISTING 5'-0" HEIGHT BRICK WALL
11. EXISTING TREE AND HEDGES TO BE REMOVED TO THE ROOTS
12. EXISTING LOG CURB TO BE DEMOLISHED
13. EXISTING PLAYGROUND AND EQUIPMENT TO BE DEMOLISHED
14. EXISTING DROP INLET TO BE DEMOLISHED
15. G.C. TO COORDINATE W/ EDISON TON RELOCATING THE POWER POLE



DEMO PLAN

SCALE: 1/16" = 1'-0"

NORTH

CROSSING at PECK

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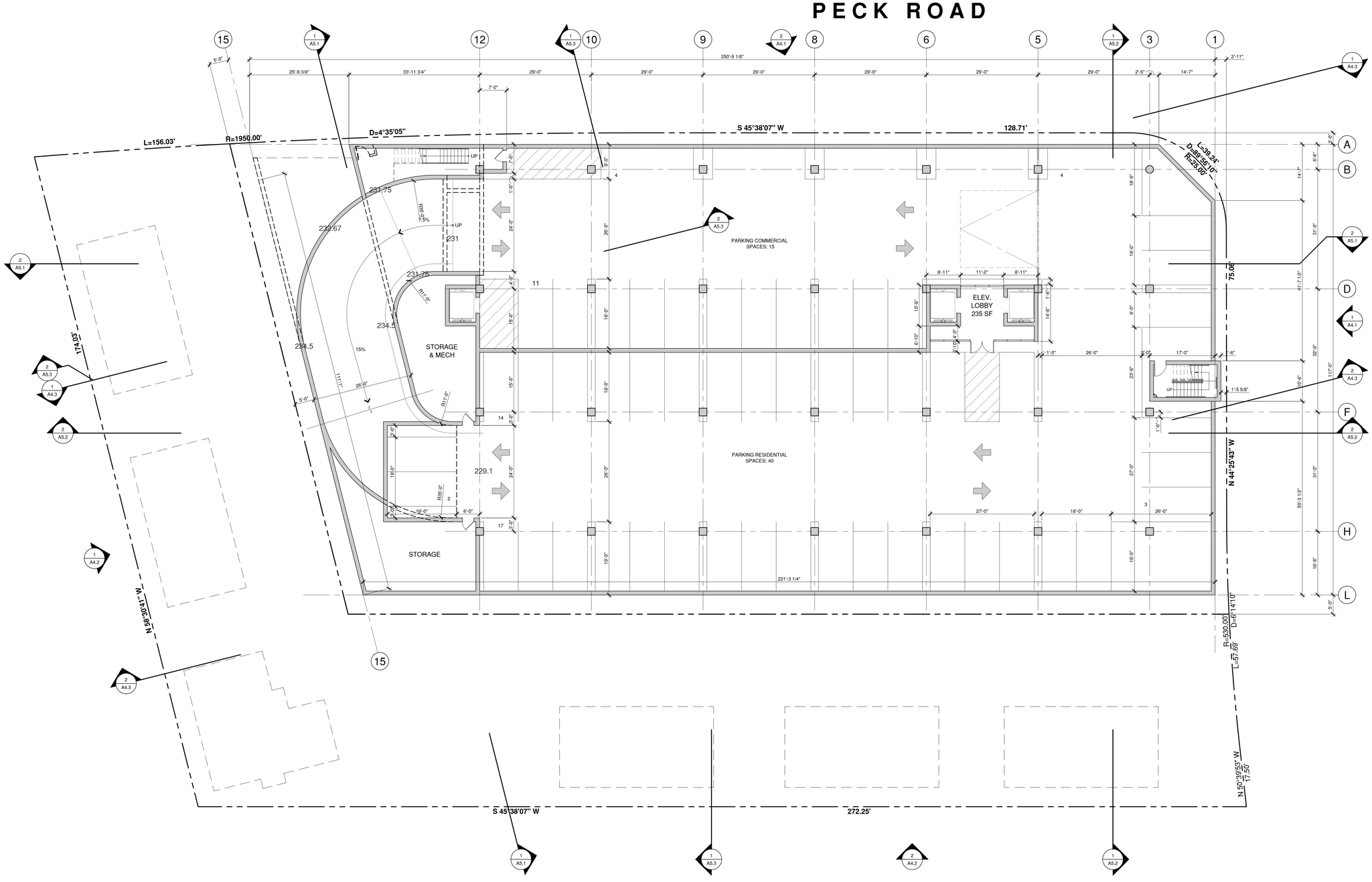

BASEMENT PLAN

SCALE: 3/32" = 1'-0"

NORTH

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

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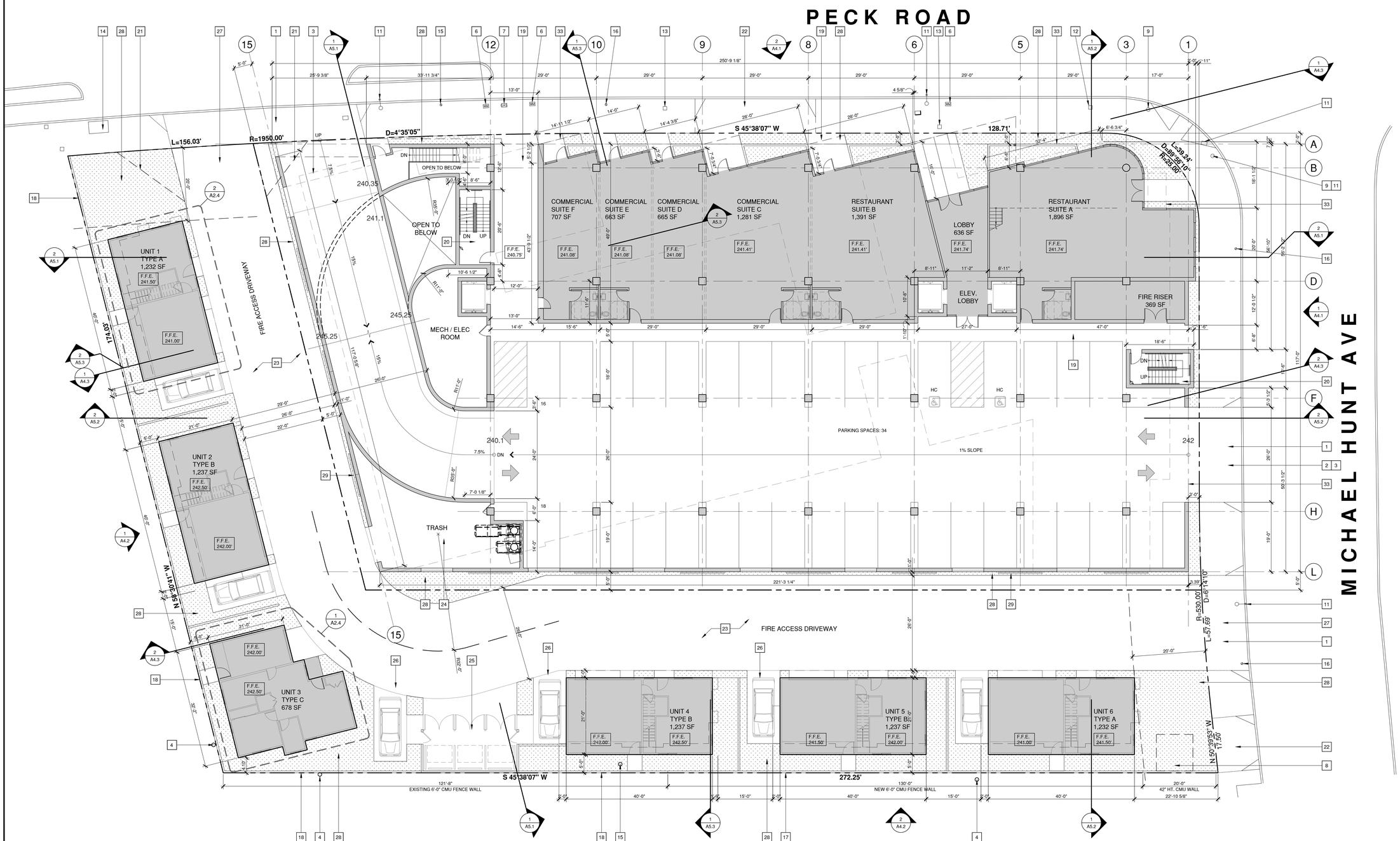
A1.1

FLOOR PLAN NOTES

1. NEW DRIVEWAY APRON PER PUBLIC WORK STANDARD.
2. DRIVEWAY TO COMMERICAL / RETAIL PARKING
3. DRIVEWAY TO RESIDENTIAL PARKING
4. EXISTING NEIGHBOR ELECTRICAL POLE.
5. EXISTING SCE ELECTRICAL POLE.
6. EXISTING WATER METER TO BE ABANDON.
7. EXISTING GAS METER TO BE ABANDON.
8. SCE TRANSFORMER
9. TRAFFIC SIGNAL LIGHT
10. ELECTRIC TRAFFIC SIGNAL BOX
11. STREET LIGHT POLE
12. CABLE BOX
13. TELEPHONE PULLBOX
14. PAC BELL VAULT
15. PUBLIC BANNER POLE
16. PUBLIC SIGNAGE POLE
17. NEW 6' H CMU FENCE WALL
18. EXISTING 6' H CMU FENCE WALL
19. CONCRETE WALKWAY / PATH OF TRAVEL
20. 2-HOURS FIRE RATED BUILDING EXIT STAIRWELL.
21. LINE OF SIGHT AT DRIVEWAY
22. CLOSE ALL UNUSED DRIVEWAYS ALONG THE PROPERTY FRONTAGE ON PECK ROAD AND MICHAEL HUNT AVENUE AND CENTER STREET WITH STANDARD CURB, GUTTER, AND SIDEWALK ALONG THE PROPERTY FRONTAGE TO THE SATISFACTION OF PUBLIC WORKS.
23. FIRE APPARATUS ACCESS ROAD
24. COMMERCIAL / RESIDENTIAL TRASH ROOM
25. TRASH ENCLOSURE USE FOR TOWNHOMES. SIGNS CLEARLY IDENTIFYING ALL RECYCLING AND REFUSE COLLECTION AREAS, AND THE MATERIALS ACCEPTED FOR RECYCLING SHALL BE POSTED ADJACENT TO ALL POINTS OF ACCESS TO EACH TRASH ENCLOSURE.
26. GUEST PARKING SPACES SHALL BE CLEARLY MARKED WITH THE WORD "GUEST" ON EITHER A WHEEL STOP OR CURB AT THE HEAD OF EACH SPACE, OR ON THE PARKING SURFACE AT THE OPENING OF EACH SPACE.
27. DRIVE APPROACH AT ENTRANCES WILL HAVE PAVING TREATMENT PER LANDSCAPE PLAN.
28. LANDSCAPED AREA PER LANDSCAPE PLAN
29. LANDSCAPED WITH LATTICE PANEL PER LANDSCAPE PLAN
30. COMMON OPEN SPACE PER LANDSCAPE PLAN.
31. PRIVATE OPEN SPACE BALCONY WITH 42" METAL HIGH GUARDRAIL.
32. 42" HIGH GUARDRAIL
33. DASHED LINE INDICATED BUILDING LINE ABOVE



CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

FIRST FLOOR / SITE PLAN

SCALE: 3/32" = 1'-0"

NORTH

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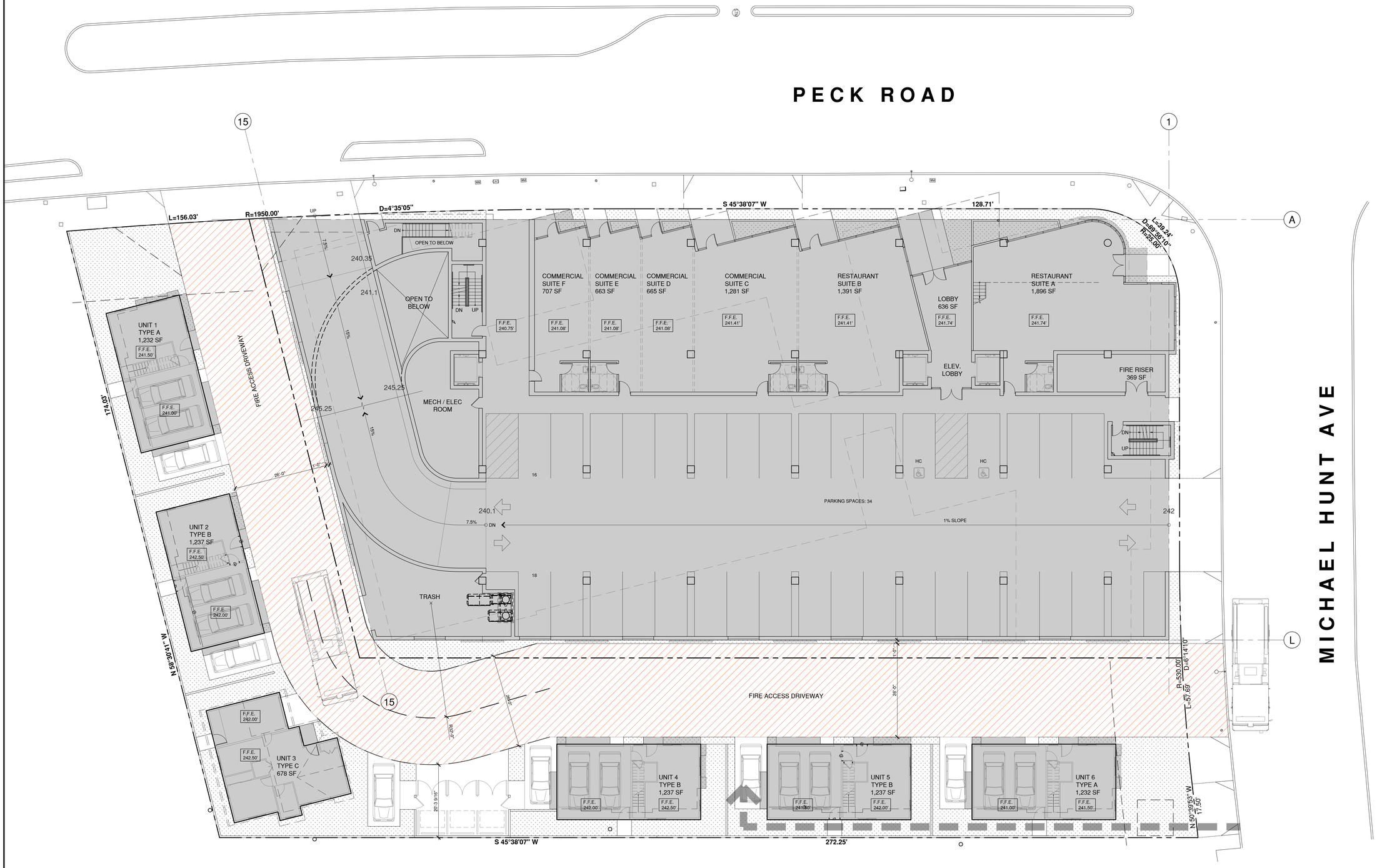
A1.2



FIRST FLOOR / SITE PLAN

SCALE: 3/32" = 1'-0"

NORTH

CROSSING at PECK

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Date:	08-26-2024

A1.2.1

FLOOR PLAN NOTES

1. NEW DRIVEWAY APRON PER PUBLIC WORK STANDARD.
2. DRIVEWAY TO COMMERICAL / RETAIL PARKING
3. DRIVEWAY TO RESIDENTIAL PARKING
4. EXISTING NEIGHBOR ELECTRICAL POLE.
5. EXISTING SCE ELECTRICAL POLE.
6. EXISTING WATER METER TO BE ABANDON.
7. EXISTING GAS METER TO BE ABANDON.
8. SCE TRANSFORMER
9. TRAFFIC SIGNAL LIGHT
10. ELECTRIC TRAFFIC SIGNAL BOX
11. STREET LIGHT POLE
12. CABLE BOX
13. TELEPHONE PULLBOX
14. PAC BELL VAULT
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23. FIRE APPARATUS ACCESS ROAD
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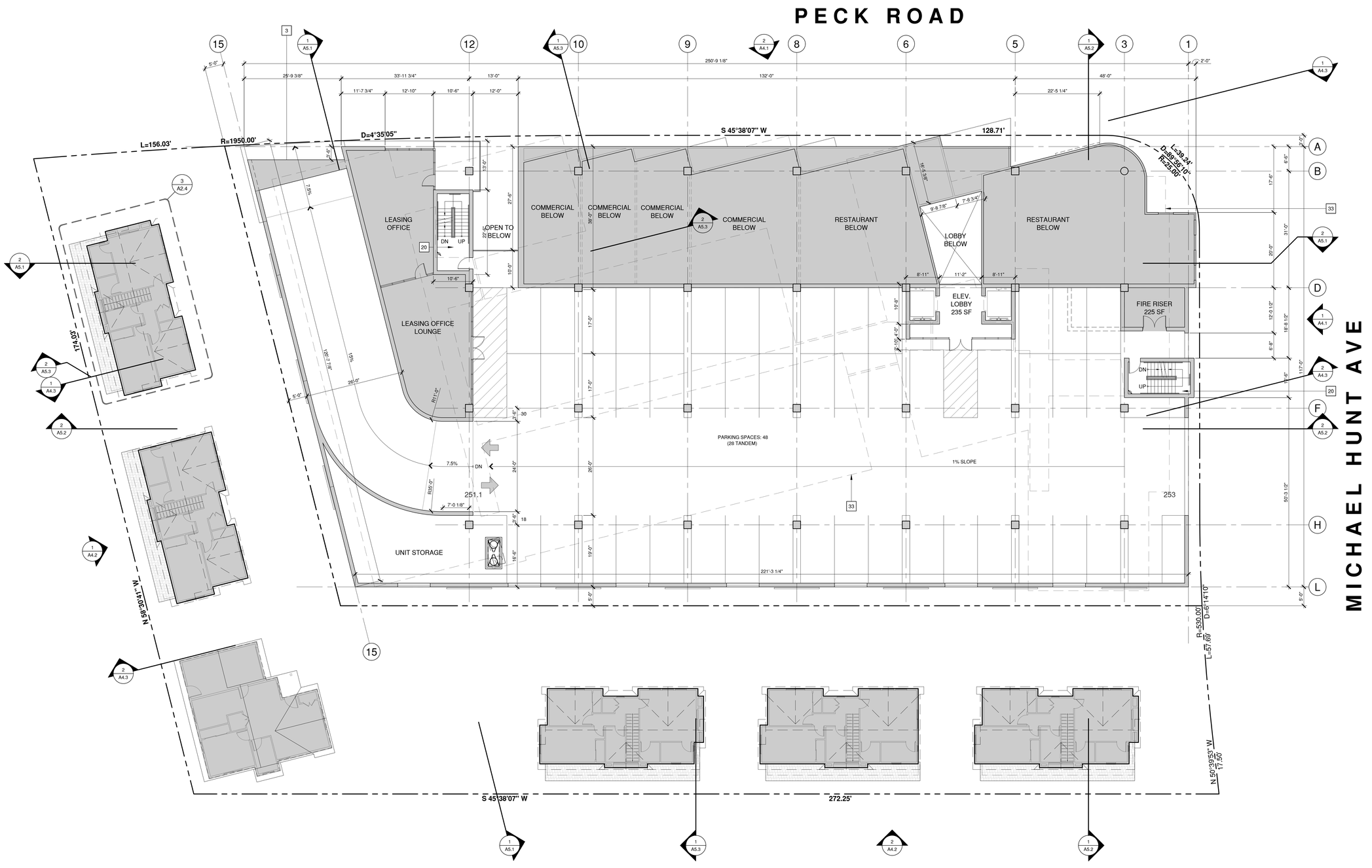
32. 42" HIGH GUARDRAIL
33. DASHED LINE INDICATED BUILDING LINE ABOVE



SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

NORTH

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

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SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

A1.3

FLOOR PLAN NOTES

1. NEW DRIVEWAY APRON PER PUBLIC WORK STANDARD.
2. DRIVEWAY TO COMMERICAL / RETAIL PARKING
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4. EXISTING NEIGHBOR ELECTRICAL POLE.
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8. SCE TRANSFORMER
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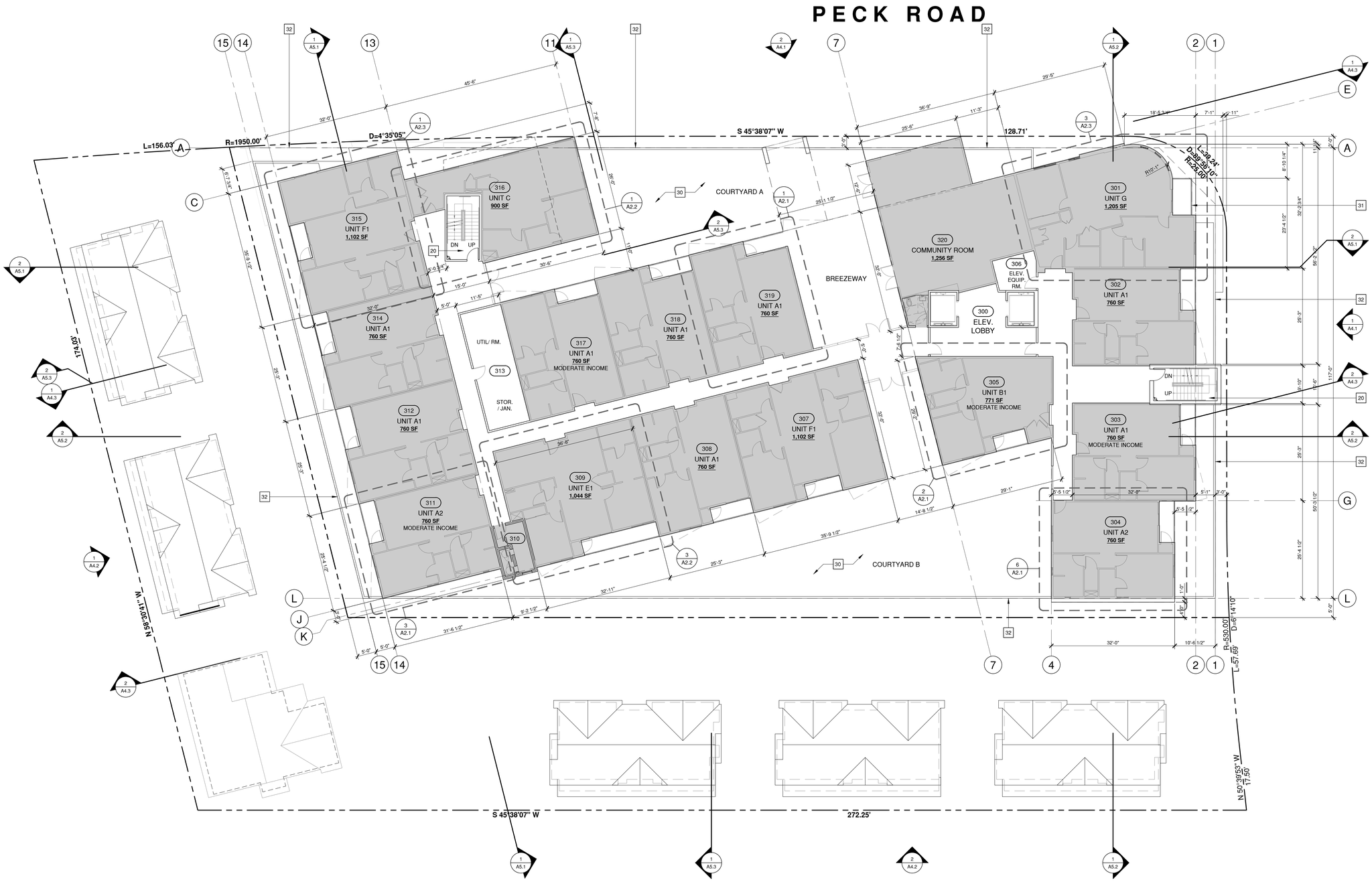

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"

NORTH

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Revisions:	Date
SLSD Project Number:	2022-12
Date:	08-23-2024

A1.4

FLOOR PLAN NOTES

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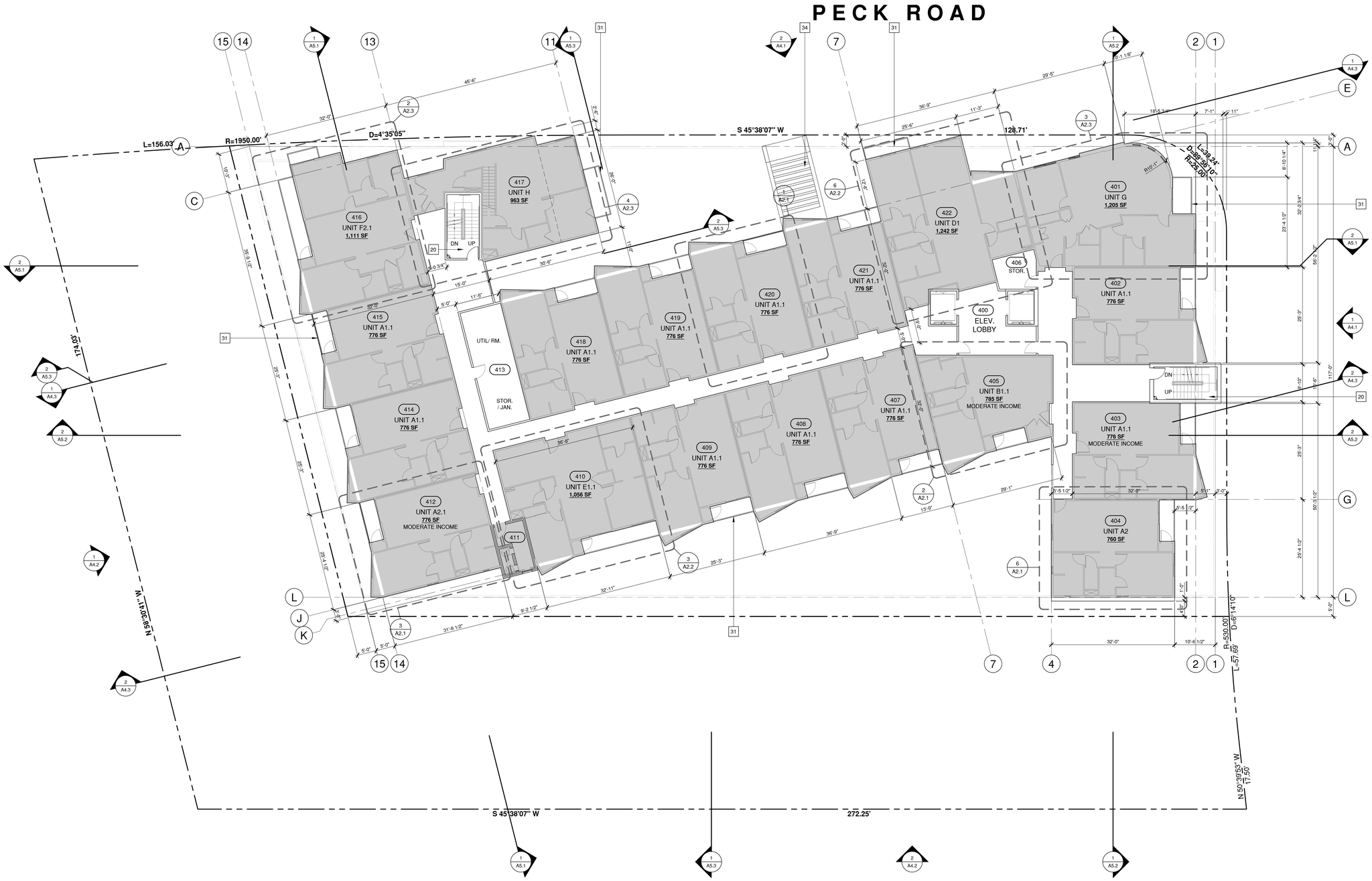

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

FOURTH FLOOR PLAN

SCALE: 3/32" = 1'-0"

NORTH

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Revisions:	Date
SLSD Project Number:	2022-12
Date:	08-26-2024

A1.5

FLOOR PLAN NOTES

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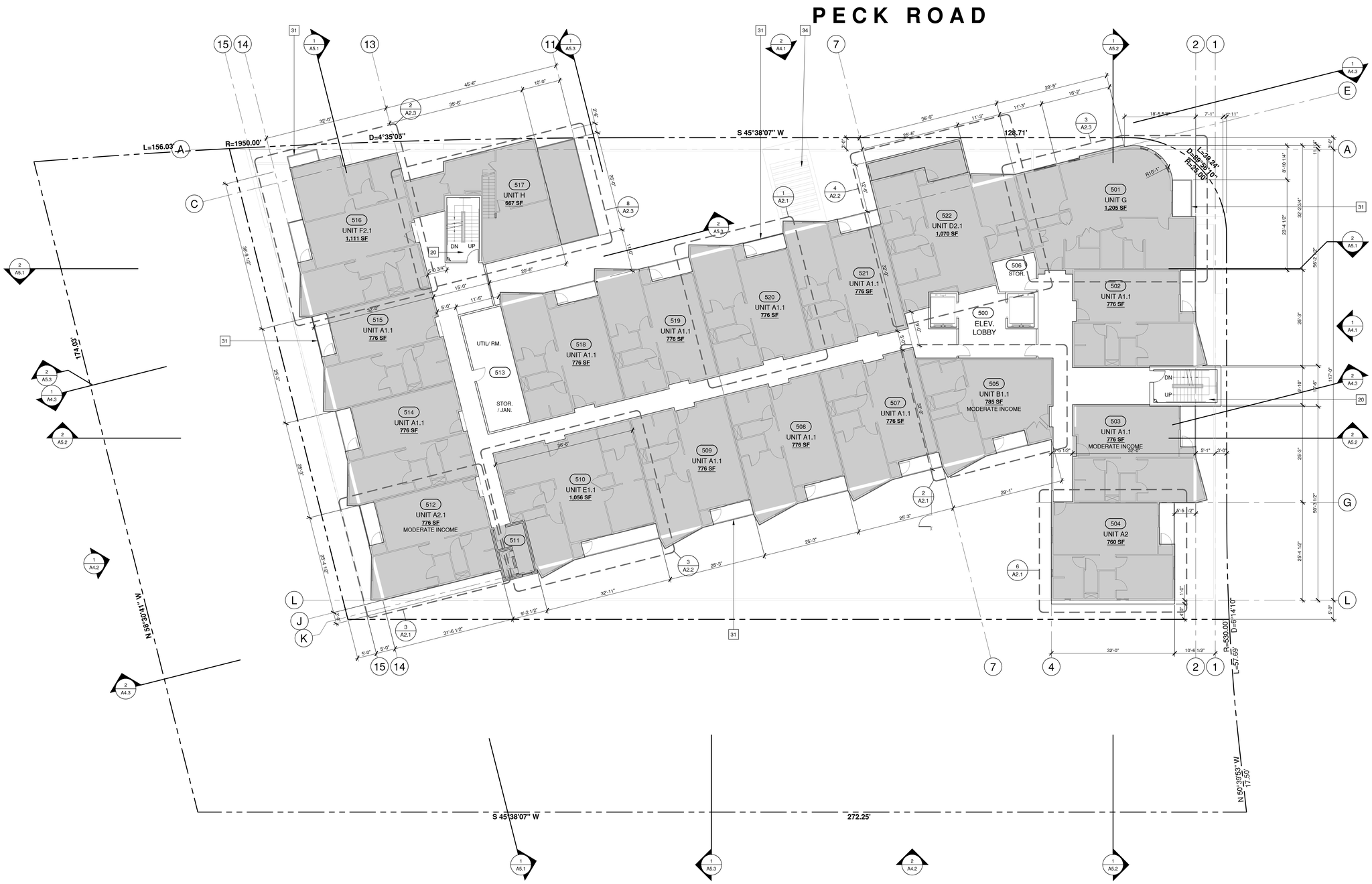

FIFTH FLOOR PLAN

SCALE: 3/32" = 1'-0"

NORTH

CROSSING at PECK

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Revisions:	Date
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A1.6

FLOOR PLAN NOTES

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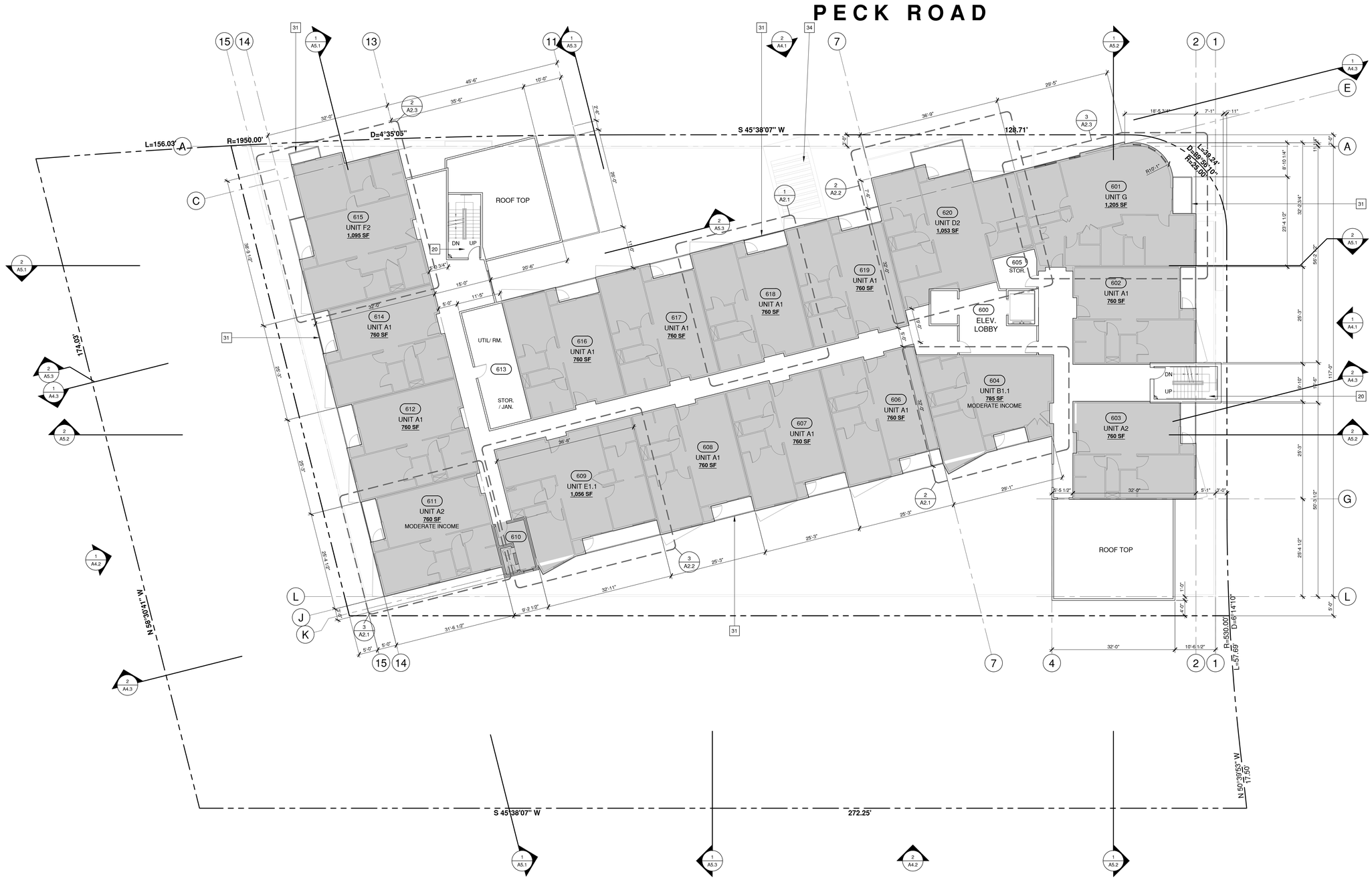

CROSSING at PECK

1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

SIXTH FLOOR PLAN

SCALE: 3/32" = 1'-0"

NORTH

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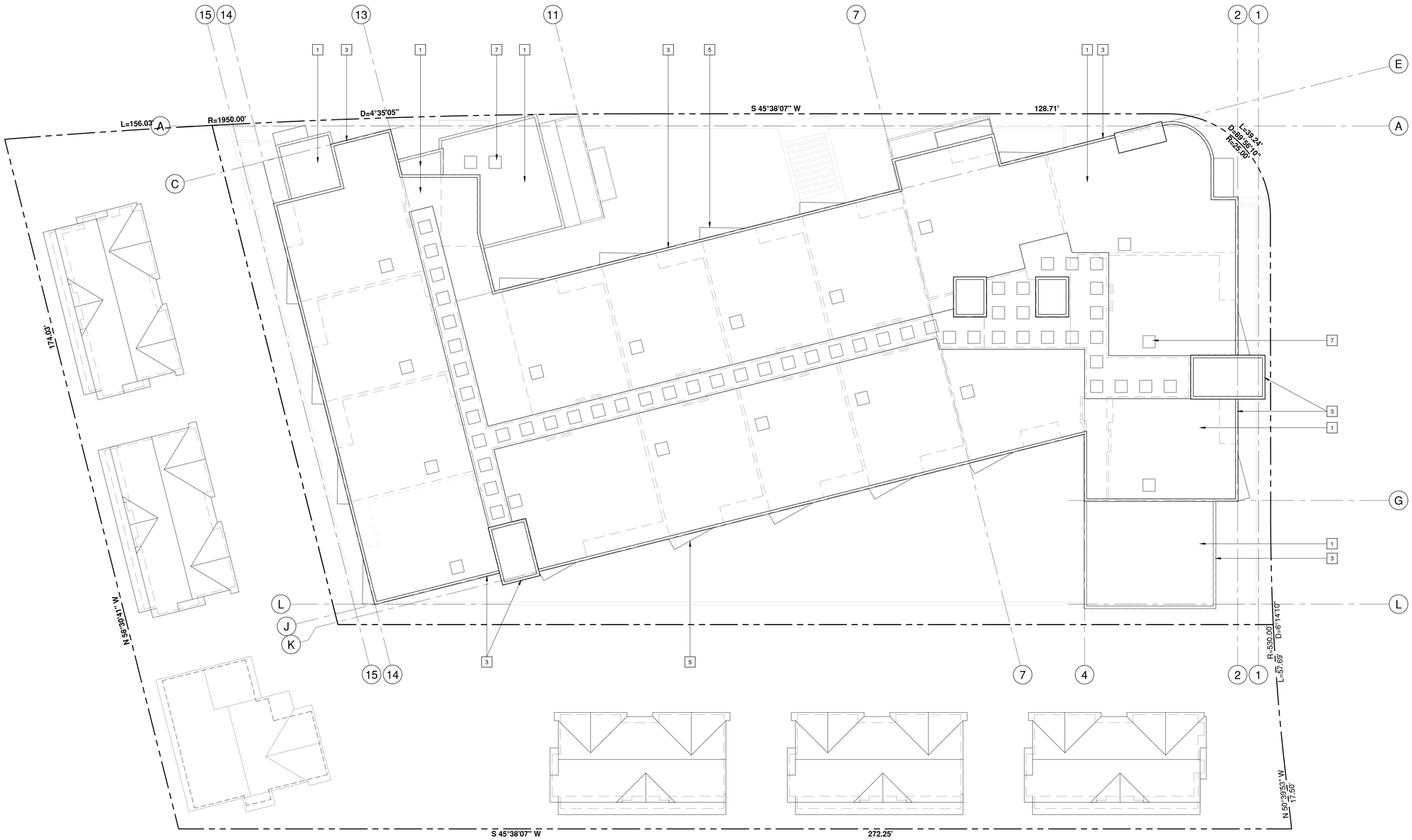
Revisions:	Date
SLSD Project Number:	2022-12
Date:	08-26-2024

A1.7

KEY NOTES

1. FIRESTONE ULTRAPLY TPO INSTALLED PER MANUFACTURER INSTRUCTIONS, MECHANICALLY FASTENED TO 1" ISO 95+ INSULATION BOARD, MECHANICALLY FASTENED TO ROOF SHEATHING PER STRUC. ENGINEER
2. ROOF DRAIN WITH OVERFLOW TO BE DESIGN BUILT, CONNECT TO STORM DRAIN SYSTEM PER GRADING & DRAINAGE DRAWINGS.
3. 24 GA. MTL. CAP FLASHING AT ROOF PARAPETS, FINISH PER ELEVATIONS.
4. PRIOR TO ROOF SHEATHING INSTALLATION, THE CONTRACTOR SHALL PHYSICALLY INSPECT ROOF SLOPES & VERIFY ADEQUATE DRAINAGE AND ADVISE THE ARCHITECT ACCORDINGLY. ROOF SLOPES TO BE MIN. 1/2" PER FOOT.
5. ROOF EDGE
6. CRICKET AS REQUIRED.
7. A/C CONDENSER UNIT SIT ON A RAISED PLATFORM AND PROVIDE SOUND ABSORB AND VIBRATION MECHANISM.
8. ALL ROOF VENT PIPES TO BE PENETRATING AT NON-VISIBLE SIDE OF ROOF FROM STREET VIEW, WHENEVER POSSIBLE.



ROOF PLAN

SCALE: 3/32" = 1'-0"

NORTH

CROSSING at PECK

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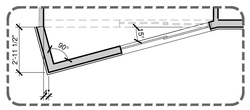
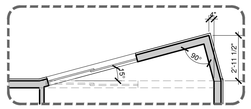
A1.8



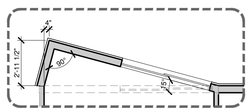
UNIT B1.1 - ALTERNATE CONDITION (+16 sf) 7

SCALE: 1/4" = 1'-0"



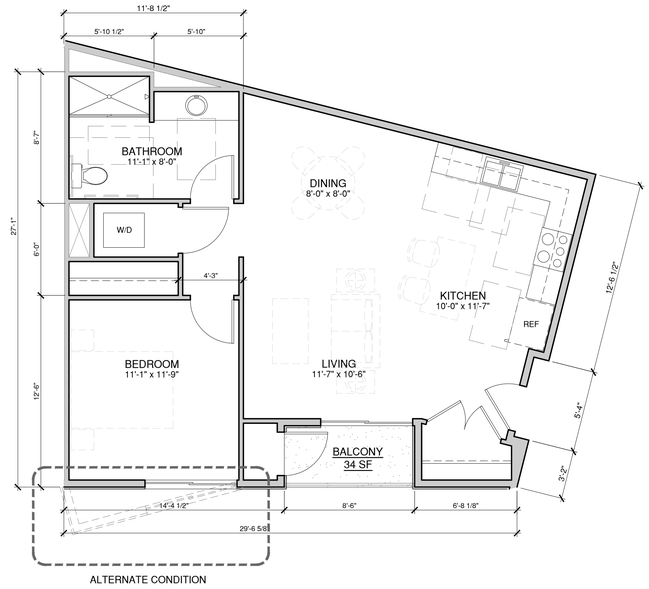
UNIT A2.1 - ALTERNATE CONDITION (+16 sf) 5

SCALE: 1/4" = 1'-0"



UNIT A1.1 - ALTERNATE CONDITION (+16 sf) 4

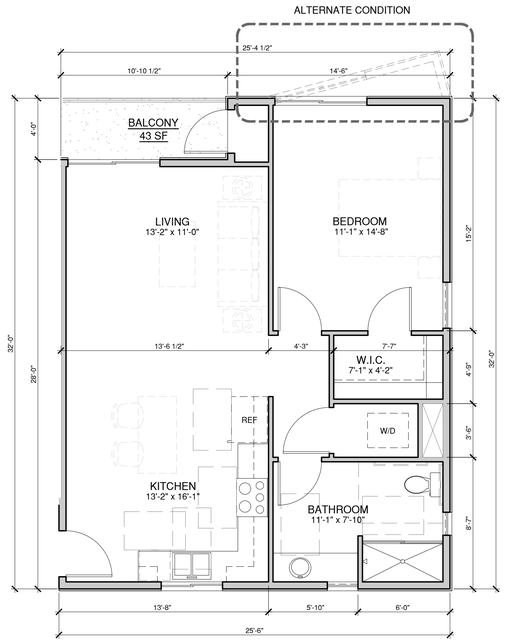
SCALE: 1/4" = 1'-0"



ALTERNATE CONDITION

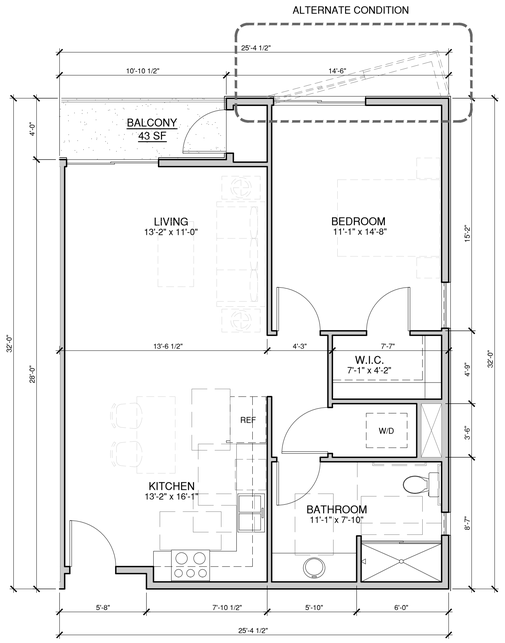
UNIT B1 - FLOOR PLAN (771 sf) 2

SCALE: 1/4" = 1'-0"



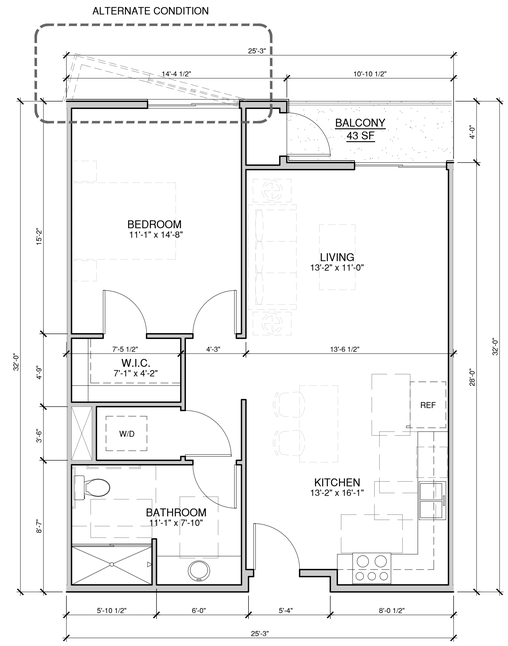
UNIT A2 - FLOOR PLAN (760 sf) 6

SCALE: 1/4" = 1'-0"



UNIT A2 - FLOOR PLAN (760 sf) 3

SCALE: 1/4" = 1'-0"



UNIT A1 - FLOOR PLAN (760 sf) 1

SCALE: 1/4" = 1'-0"

CROSSING at PECK

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Revisions:	Date
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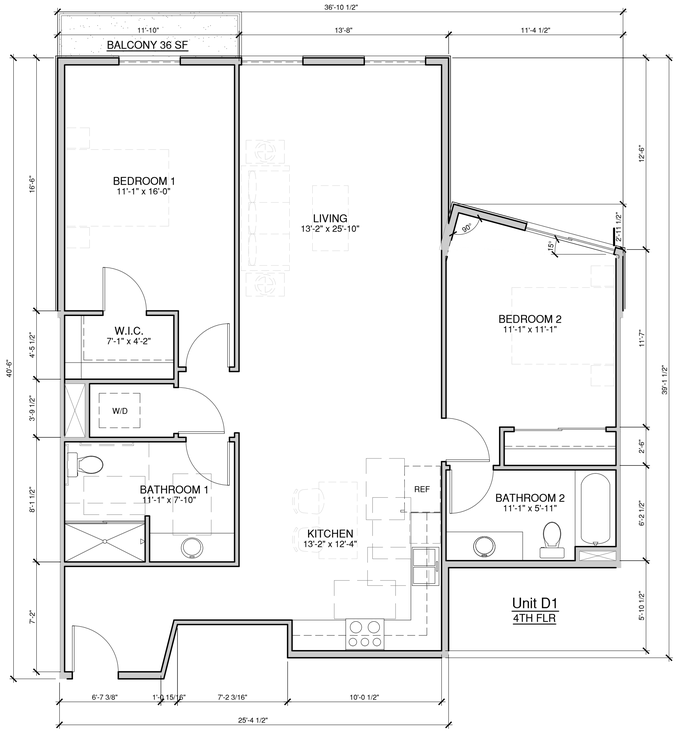
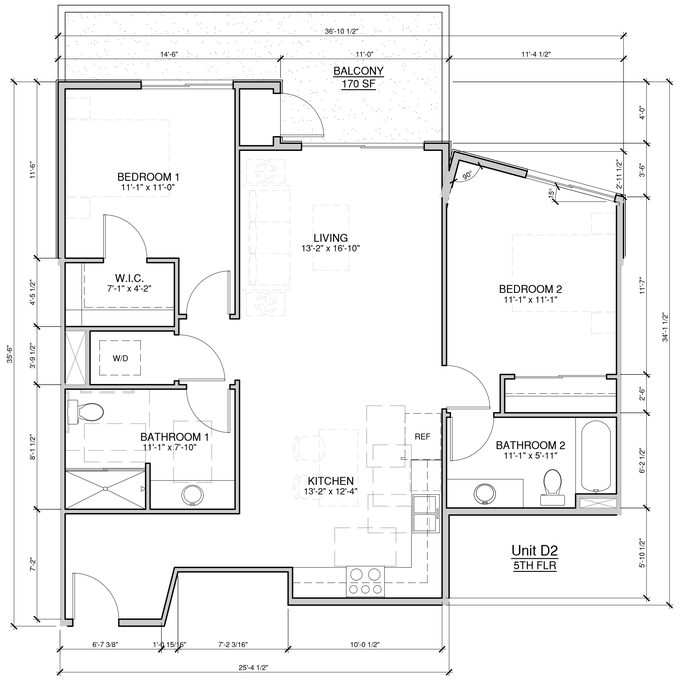
A2.1



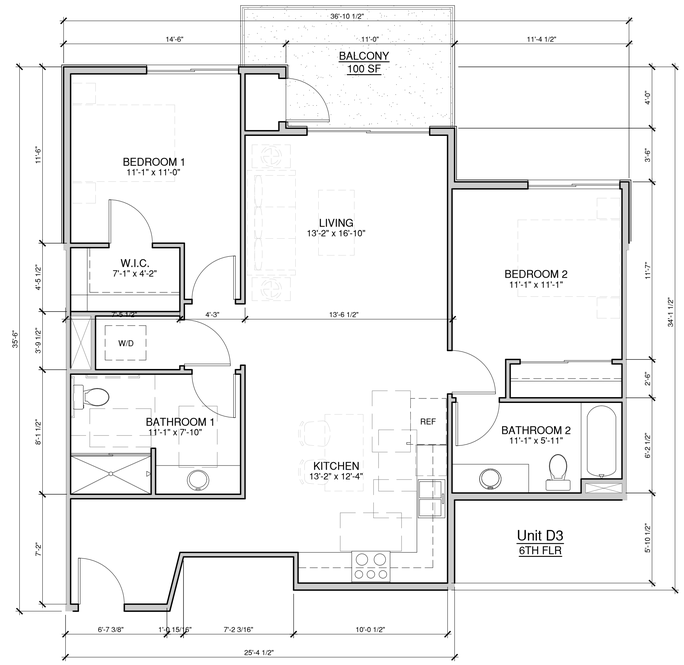
UNIT D1 - FLOOR PLAN (1,242 sf) 6

SCALE: 1/4" = 1'-0"



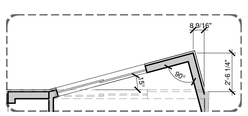
UNIT D2.1 - FLOOR PLAN (1,070 sf) 4

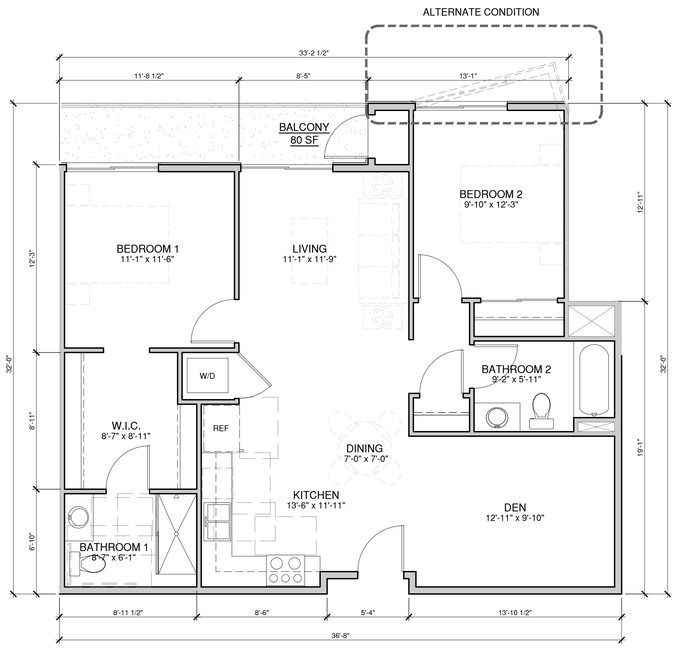
SCALE: 1/4" = 1'-0"



UNIT D2 - FLOOR PLAN (1,053 sf) 2

SCALE: 1/4" = 1'-0"



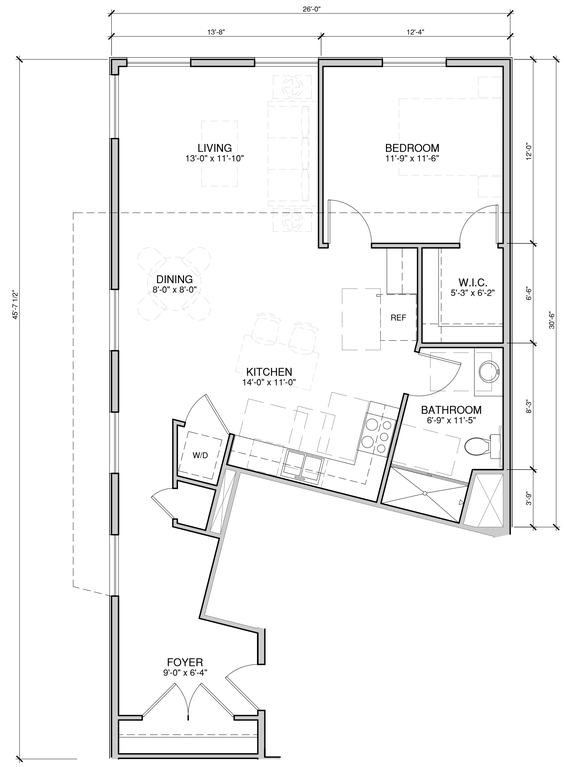


UNIT E1.1 - ALTERNATE CONDITION (+12 sf) 5

SCALE: 1/4" = 1'-0"

UNIT E1 - FLOOR PLAN (1,044 sf) 3

SCALE: 1/4" = 1'-0"



UNIT C - FLOOR PLAN (900 sf) 1

SCALE: 1/4" = 1'-0"

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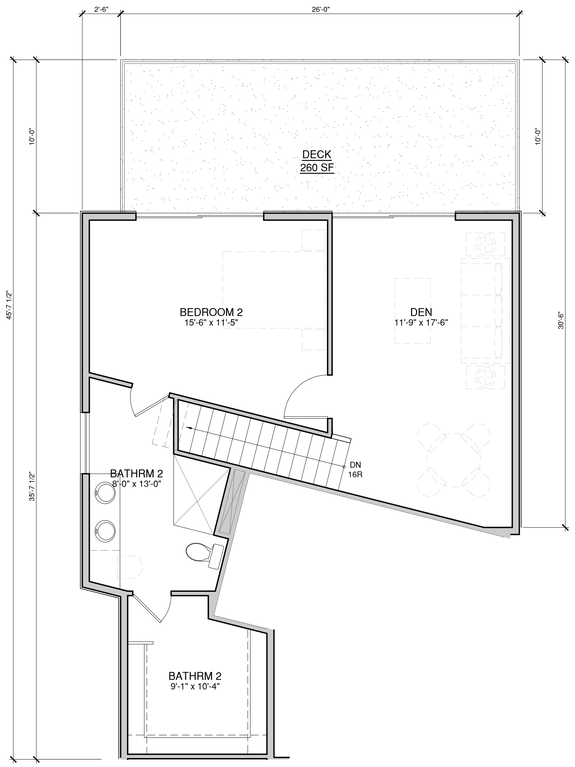
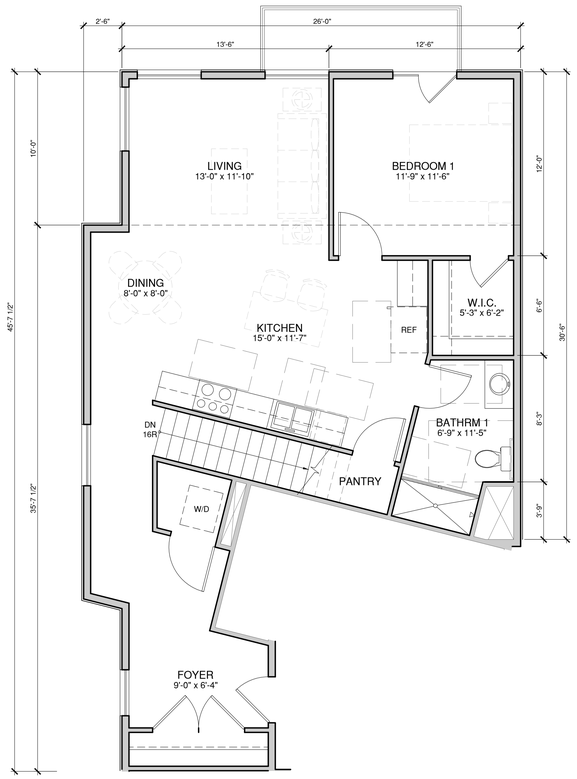
Date:	07-19-2024

A2.2



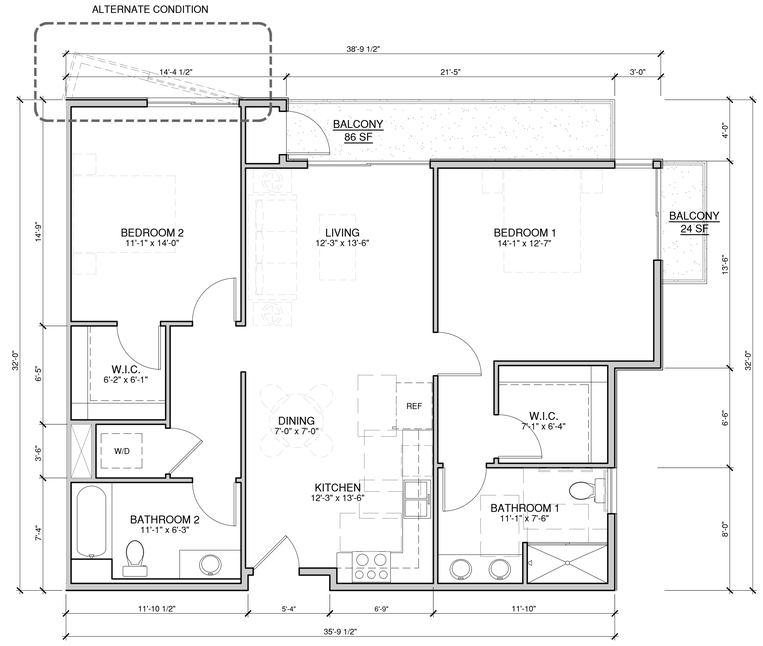
UNIT H - SECOND FLOOR PLAN (667 sf) 8

SCALE: 1/4" = 1'-0"



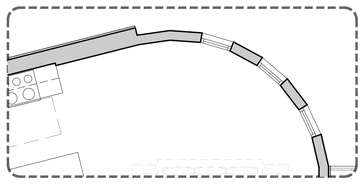
UNIT H - FIRST FLOOR PLAN (963 sf) 4

SCALE: 1/4" = 1'-0"



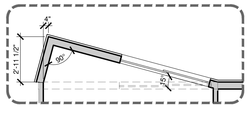
UNIT F2 - FLOOR PLAN (1,095 sf) 2

SCALE: 1/4" = 1'-0"



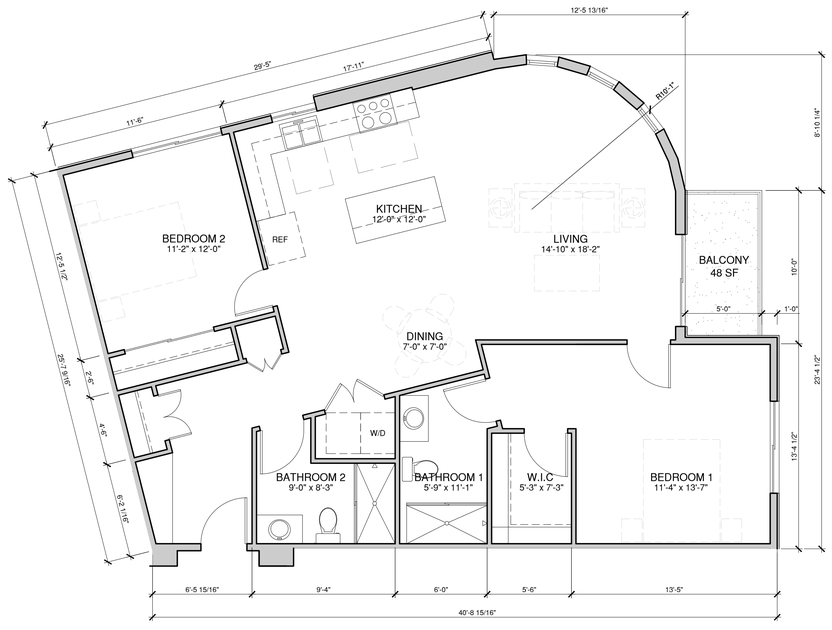
UNIT G - ALT. CONDITION LEVEL 3 & 5 6

SCALE: 1/4" = 1'-0"



UNIT F2.1 - ALTERNATE CONDITION(+16 sf) 5

SCALE: 1/4" = 1'-0"



UNIT G - FLOOR PLAN LEVEL 4 & 6 (1,205 sf) 3

SCALE: 1/4" = 1'-0"

UNIT F1 - FLOOR PLAN (1,102 sf) 1

SCALE: 1/4" = 1'-0"

CROSSING at PECK

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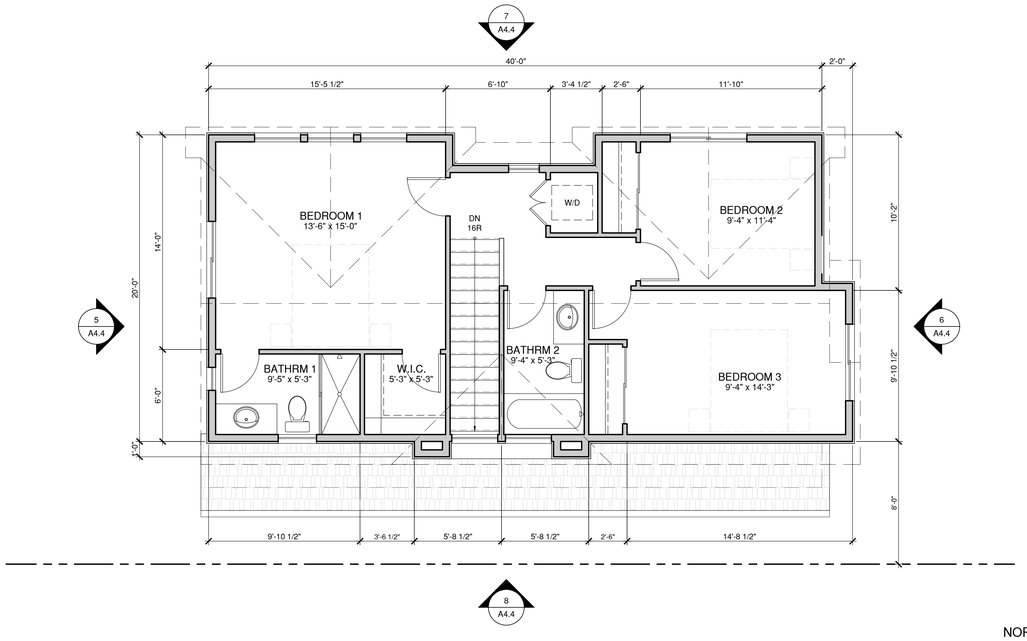
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

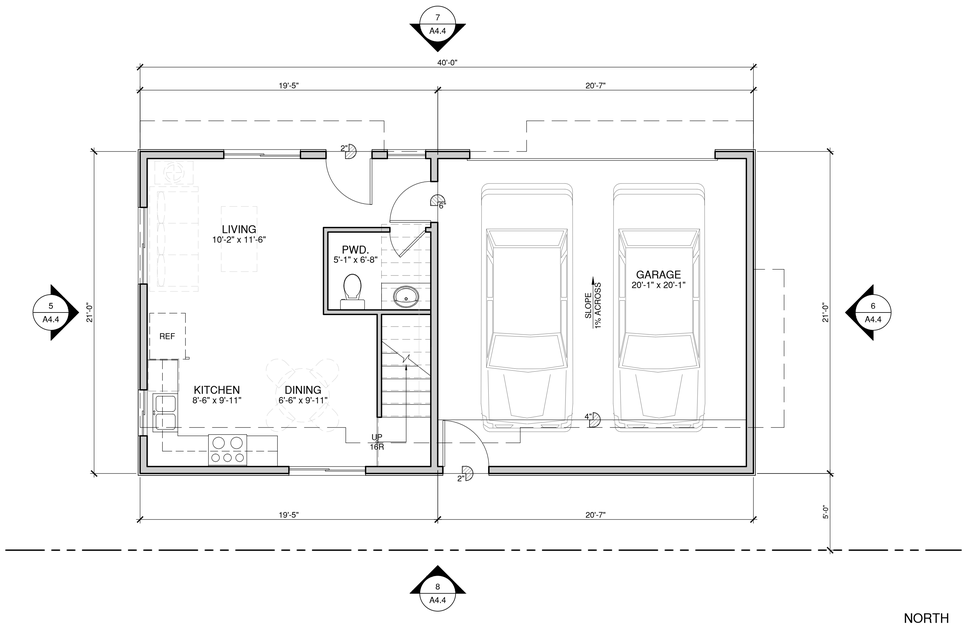
A2.3



TYPE B SECOND FLOOR PLAN (761 sf) 4

SCALE: 1/4" = 1'-0"

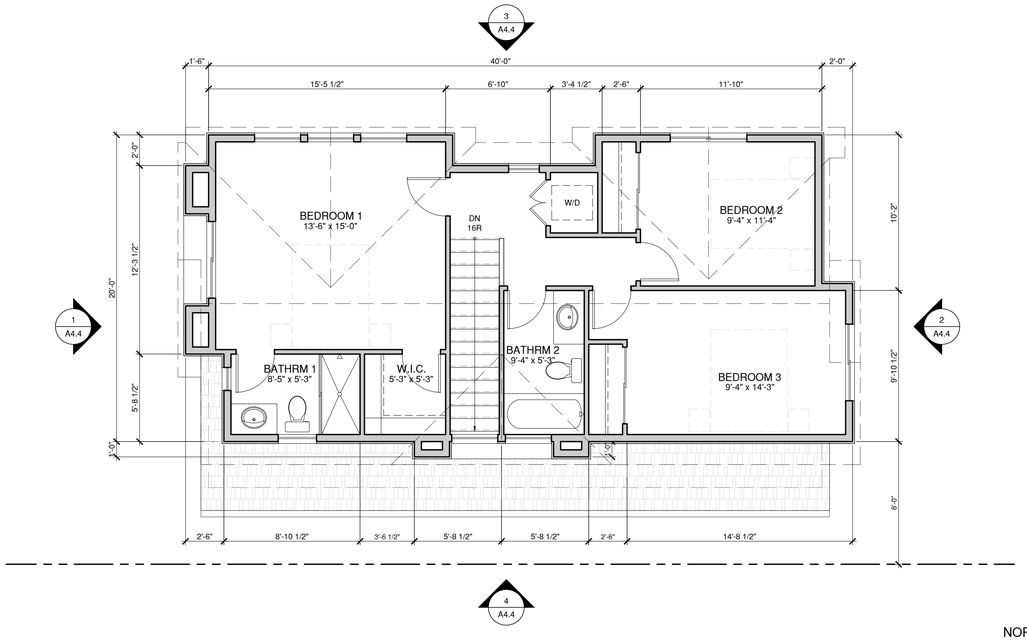
NORTH



TYPE B FIRST FLOOR PLAN (399 sf) 3

SCALE: 1/4" = 1'-0"

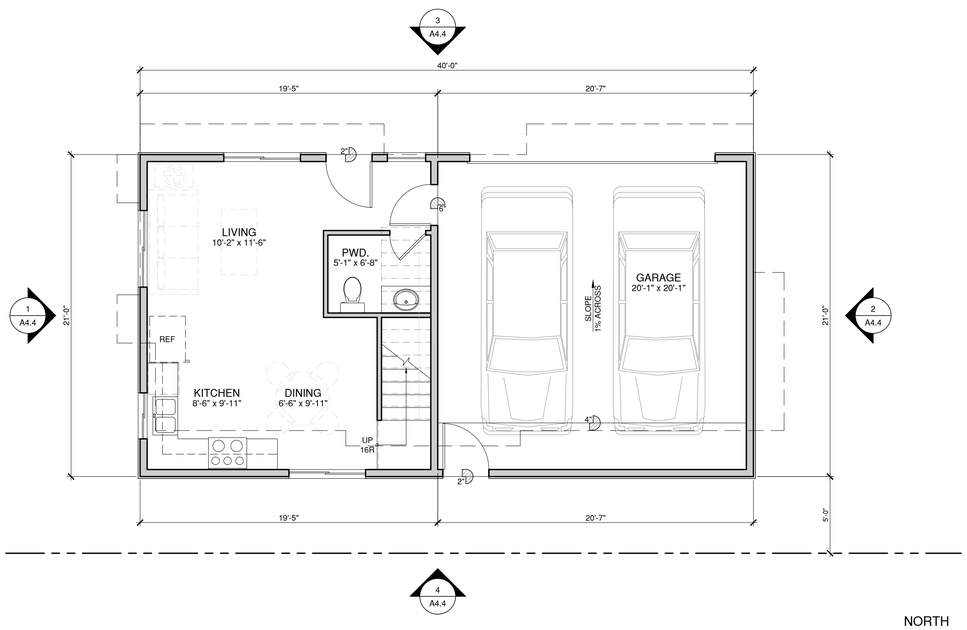
NORTH



TYPE A SECOND FLOOR PLAN (756 sf) 2

SCALE: 1/4" = 1'-0"

NORTH



TYPE A FIRST FLOOR PLAN (399 sf) 1

SCALE: 1/4" = 1'-0"

NORTH

CROSSING at PECK

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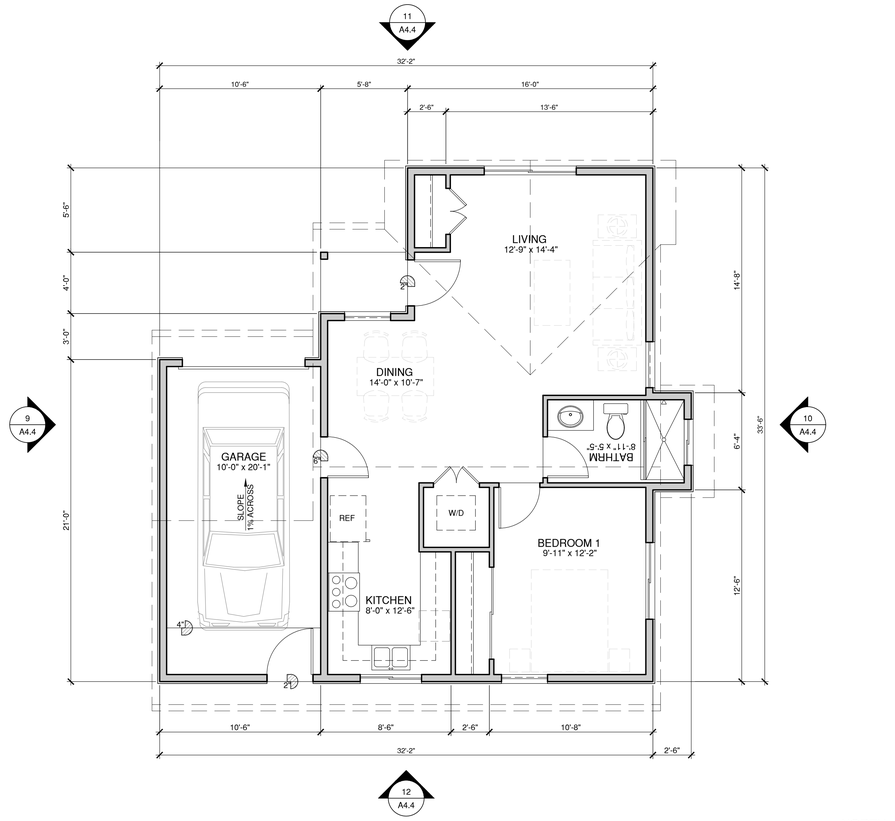
Revisions:	Date
SLSD Project Number:	2022-12
Date:	08-27-2024

A2.4



TYPE C FIRST FLOOR PLAN (678 sf) 1

SCALE: 1/4" = 1'-0"

NORTH

CROSSING at PECK

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Revisions:	Date
SLSD Project Number:	2022-12
Date:	08-27-2024

A2.5

WEST ELEVATION

SCALE: 3/32" = 1'-0"

2

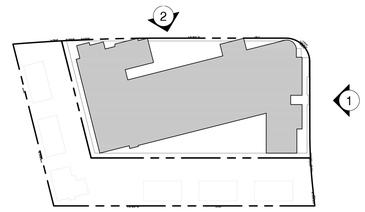
NORTH ELEVATION

SCALE: 3/32" = 1'-0"

1

KEYNOTES

1. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: DOVE GREY X-40 (66) BASE 200
2. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: SUFFOLK 81584 (34) BASE 100
3. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: SOUTHERN MOSS X-696 (42) BASE 200
4. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: OATMEAL - X-81 (68) BASE 200
5. 3/4" METAL REVEAL PAINTED TO MATCH EXTERIOR PLASTER
6. VERTICAL TONGUE & GROOVE PLANK CLADDING 6" V-GROOVE BY LONGBOARD ARCHITECTURAL PRODUCTS FINISHES WOODGRAINS: LIGHT NATIONAL WALNUT (LNW)
7. COMMERCIAL SUITE SIGNAGE TO BE DETERMINED
8. BUILDING ANGELUS BLOCK WITH COLORS AND TEXTURES DESIGN. NATURAL GRAY PRECISION 50%, NATURAL GRAY SPLIT FACE 25% AND HARVEST SPLIT FACE 25%.
9. ALUM. STOREFRONT SYSTEM W/ CLR. TEMPERED GLASS AND CLEAR ANODIZED ALUM.
10. ALUMINUM WINDOW W/ CLEAR TEMPERED GLASS BY MILGARD
11. ALUMINUM PATIO SLIDING DOOR BY MILGARD DUEL GLAZED LOW-E WITH TEMPERED GLASS
12. 1 1/2" METAL TUBE RAILING W/ 1" METAL TUBE INTERMEDIATE RAIL. PAINTED BLACK.
13. BUILDING SIGNAGE DESIGN TO BE DETERMINE
14. PRE-FABRICATED ALUMINUM COLUMN COVER
15. METAL LATTICE PANEL
16. EXISTING GRADE LINE
17A. VERTICAL COMPOSITE STONE RAINSCREEN PANEL 6MM THICK, 47.75" WIDE MAX, 11'-5" LONG MAX BY STENI - STENI COLOUR PLANK (FS200) COLOR: SN 9517 (NCS S 2030-Y20R)
17B. VERTICAL COMPOSITE STONE RAINSCREEN PANEL 6MM THICK, 47.75" WIDE MAX, 11'-5" LONG MAX BY STENI - STENI COLOUR PLANK (FS200) COLOR: SN 9521 (NCS S 1704-Y50R)
17C. VERTICAL COMPOSITE STONE RAINSCREEN PANEL 6MM THICK, 47.75" WIDE MAX, 11'-5" LONG MAX BY STENI - STENI COLOUR PLANK (FS200) COLOR: SN 9528 (NCS 2509-Y77R)
17D. VERTICAL COMPOSITE STONE RAINSCREEN PANEL 6MM THICK, 47.75" WIDE MAX, 11'-5" LONG MAX BY STENI - STENI COLOUR PLANK (FS200) COLOR: SN 9534 (NCS S 5030-Y80R)
18. PLANTERS AND LANSCAPE PER LANDSCAPE PLAN
19. METAL CANOPY COLOR: DARK BRONZE POWDER COATED
20. SHADE STRUCTURE
21. METAL PERFORATED SCREEN PANEL BY HENDRICK MANUFACTURING OR SIMILAR



KEYPLAN

CROSSING at PECK

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Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

A4.1

EAST ELEVATION

SCALE: 3/32" = 1'-0"

2

SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

1

KEYNOTES

1. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: DOVE GREY X-40 (66) BASE 200
2. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: SUFFOLK 81584 (34) BASE 100
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7. COMMERCIAL SUITE SIGNAGE TO BE DETERMINED
8. BUILDING ANGELUS BLOCK WITH COLORS AND TEXTURES DESIGN. NATURAL GRAY PRECISION 50%, NATURAL GRAY SPLIT FACE 25% AND HARVEST SPLIT FACE 25%.
9. ALUM. STOREFRONT SYSTEM W/ CLR. TEMPERED GLASS AND CLEAR ANODIZED ALUM.
10. ALUMINUM WINDOW W/ CLEAR TEMPERED GLASS BY MILGARD
11. ALUMINUM PATIO SLIDING DOOR BY MILGARD DUEL GLAZED LOW-E WITH TEMPERED GLASS
12. 1 1/2" METAL TUBE RAILING W/ 1" METAL TUBE INTERMEDIATE RAIL. PAINTED BLACK.
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15. METAL LATTICE PANEL
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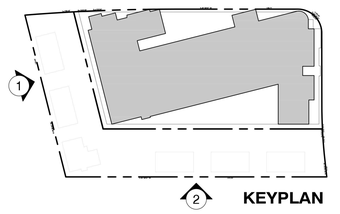

KEYPLAN

CROSSING at PECK

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Revisions:	Date
SLSD Project Number:	2022-12
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A4.2

EAST ELEVATION / SECTION

SCALE: 3/32" = 1'-0"

2

WEST ELEVATION / SECTION

SCALE: 3/32" = 1'-0"

1

KEYNOTES

1	EXTERIOR PLASTER - FINE SAND FINISH. COLOR: DOVE GREY X-40 (66) BASE 200
2	EXTERIOR PLASTER - FINE SAND FINISH. COLOR: SUFFOLK 81584 (34) BASE 100
3	EXTERIOR PLASTER - FINE SAND FINISH. COLOR: SOUTHERN MOSS X-696 (42) BASE 200
4	EXTERIOR PLASTER - FINE SAND FINISH. COLOR: OATMEAL - X-81 (68) BASE 200
5	3/4" METAL REVEAL PAINTED TO MATCH EXTERIOR PLASTER
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7	COMMERCIAL SUITE SIGNAGE TO BE DETERMINED
8	BUILDING ANGELUS BLOCK WITH COLORS AND TEXTURES DESIGN. NATURAL GRAY PRECISION 50%, NATURAL GRAY SPLIT FACE 25% AND HARVEST SPLIT FACE 25%.
9	ALUM. STOREFRONT SYSTEM W/ CLR. TEMPERED GLASS AND CLEAR ANODIZED ALUM.
10	ALUMINUM WINDOW W/ CLEAR TEMPERED GLASS BY MILGARD
11	ALUMINUM PATIO SLIDING DOOR BY MILGARD DUEL GLAZED LOW-E WITH TEMPERED GLASS
12	1 1/2" METAL TUBE RAILING W/ 1" METAL TUBE INTERMEDIATE RAIL. PAINTED BLACK.
13	BUILDING SIGNAGE DESIGN TO BE DETERMINE
14	PRE-FABRICATED ALUMINUM COLUMN COVER
15	METAL LATTICE PANEL
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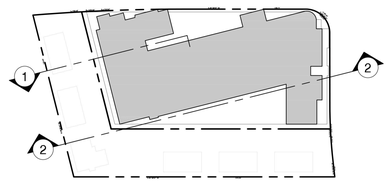
17C	VERTICAL COMPOSITE STONE RAINSCREEN PANEL 6MM THICK, 47.75" WIDE MAX, 11'-5" LONG MAX BY STENI - STENI COLOUR PLANK (FS200) COLOR: SN 9528 (NCS 2509-Y77R)
17D	VERTICAL COMPOSITE STONE RAINSCREEN PANEL 6MM THICK, 47.75" WIDE MAX, 11'-5" LONG MAX BY STENI - STENI COLOUR PLANK (FS200) COLOR: SN 9534 (NCS S 5030-Y80R)
18	PLANTERS AND LANSCAPE PER LANDSCAPE PLAN
19	METAL CANOPY COLOR: DARK BRONZE POWDER COATED
20	SHADE STRUCTURE
21	METAL PERFORATED SCREEN PANEL BY HENDRICK MANUFACTURING OR SIMILAR



KEYPLAN

CROSSING at PECK

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Revisions: Date

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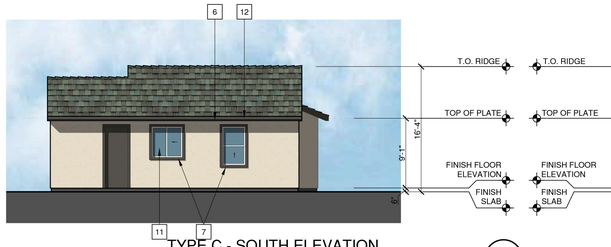
A4.3



TYPE C - SOUTH ELEVATION 12

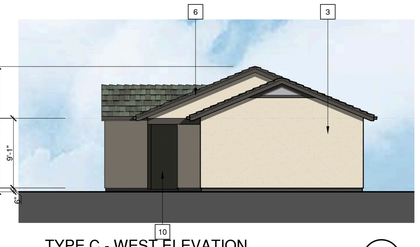
SCALE: 1/8" = 1'-0"

TYPE C - NORTH ELEVATION 11

SCALE: 1/8" = 1'-0"

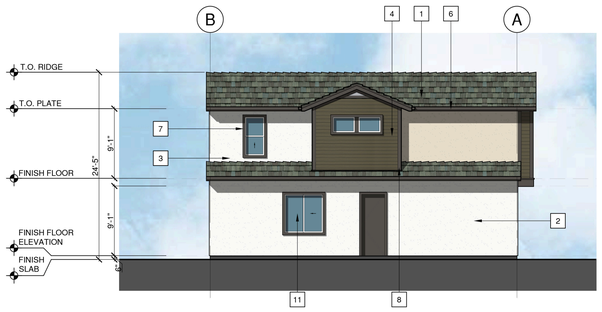
TYPE C - EAST ELEVATION 10

SCALE: 1/8" = 1'-0"



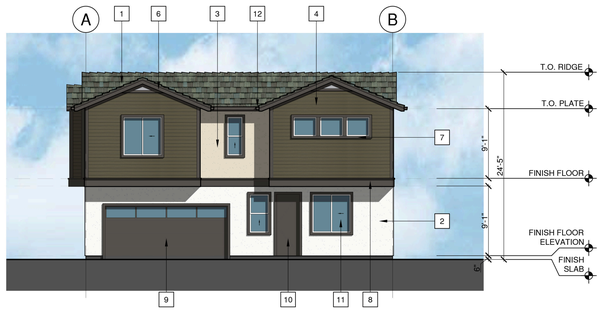
TYPE C - WEST ELEVATION 9

SCALE: 1/8" = 1'-0"



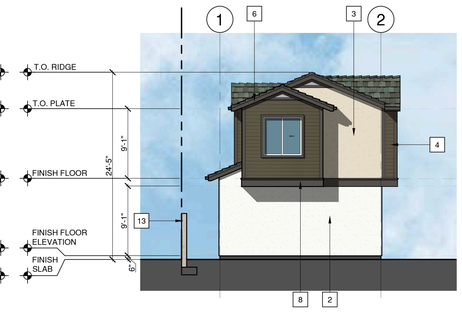
TYPE B - SOUTH ELEVATION 8

SCALE: 1/8" = 1'-0"



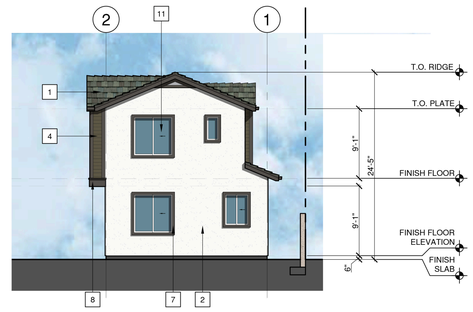
TYPE B - NORTH ELEVATION 7

SCALE: 1/8" = 1'-0"



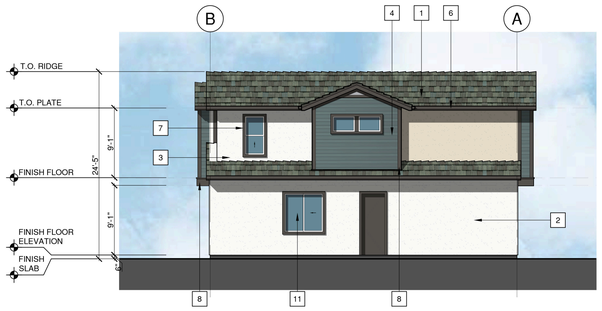
TYPE B - EAST ELEVATION 6

SCALE: 1/8" = 1'-0"



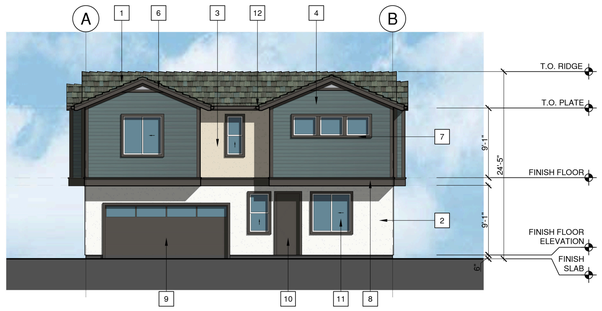
TYPE B - WEST ELEVATION 5

SCALE: 1/8" = 1'-0"



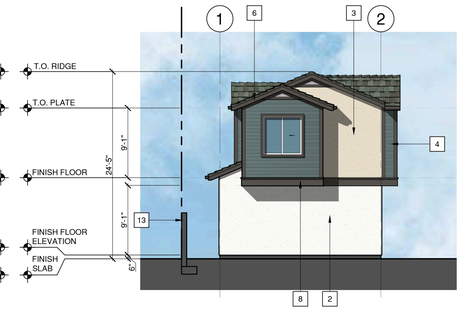
TYPE A - SOUTH ELEVATION 4

SCALE: 1/8" = 1'-0"



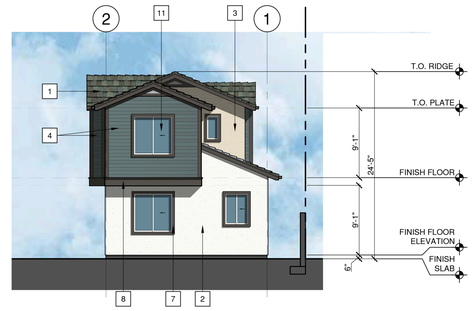
TYPE A - NORTH ELEVATION 3

SCALE: 1/8" = 1'-0"



TYPE A - EAST ELEVATION 2

SCALE: 1/8" = 1'-0"



TYPE A - WEST ELEVATION 1

SCALE: 1/8" = 1'-0"

KEYNOTES

1. ASPHALT SHINGLE COOL ROOF BY 'CERTAINTEED' COLOR: SOLARIS COUNTRY GRAY; LANDMARK TL SOLARIS
2. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: DOVE GREY X-40 (66) BASE 200
3. EXTERIOR PLASTER - FINE SAND FINISH. COLOR: SILVERADO X-820 (48) BASE 200
4. HORIZONTAL SIDING BY 'JAMES HARDIE', SMOOTH, 7 1/4" (6" EXPOSURE), COLOR: BOOTHBAY BLUE (INCLUDED IN TYPE A)
5. HORIZONTAL SIDING BY 'JAMES HARDIE', SMOOTH, 7 1/4" (6" EXPOSURE), COLOR: TIMBER BARK (INCLUDED IN TYPE B)
6. 2X FASCIA, PAINTED. COLOR: 'DUNN EDWARDS' DEC756 WEATHERED BROWN.
7. WOOD TRIM SURROUND PRIMED AND PAINTED 2 COATS. COLOR: 'DUNN EDWARDS' DEC756 WEATHERED BROWN.
8. EXTERIOR 2x12 WOOD TRIM PRIMED AND PAINT 2-COATS. COLOR: 'DUNN EDWARDS' DEC756 WEATHERED BROWN.
9. GARAGE DOOR BY 'CLOPAY' , CANYON RIDGE MODERN, 6" PLANK
10. UNIT ENTRY SOLID CORE DOOR, STAINGRADE ALDER, 1 3/4" THK. STAIN COLOR: MEDIUM BROWN
11. VINYL FRAME DUAL GLAZE WINDOWS BY 'MILGARD' TUSCANY SERIES PER WINDOW AND DOOR SCHEDULE. COLOR: WHITE (EXTERIOR), WHITE (INTERIOR)
12. 5" K-STYLE ALUMINUM GUTTERS BY 'AMERIMAX', AND 2" x 3" ALUMINUM DOWNSPOUTS BY 'AMERIMAX'. COLOR: BROWN
13. CMU BLOCK WALL BY 'ANGELUS BLOCK CO, INC.' COLOR: 'ANGELUS BLOCK' PRECISION NORMAL WEIGHT NATURAL GRAY
14. EXISTING GRADE LINE — — — — —

CROSSING at PECK

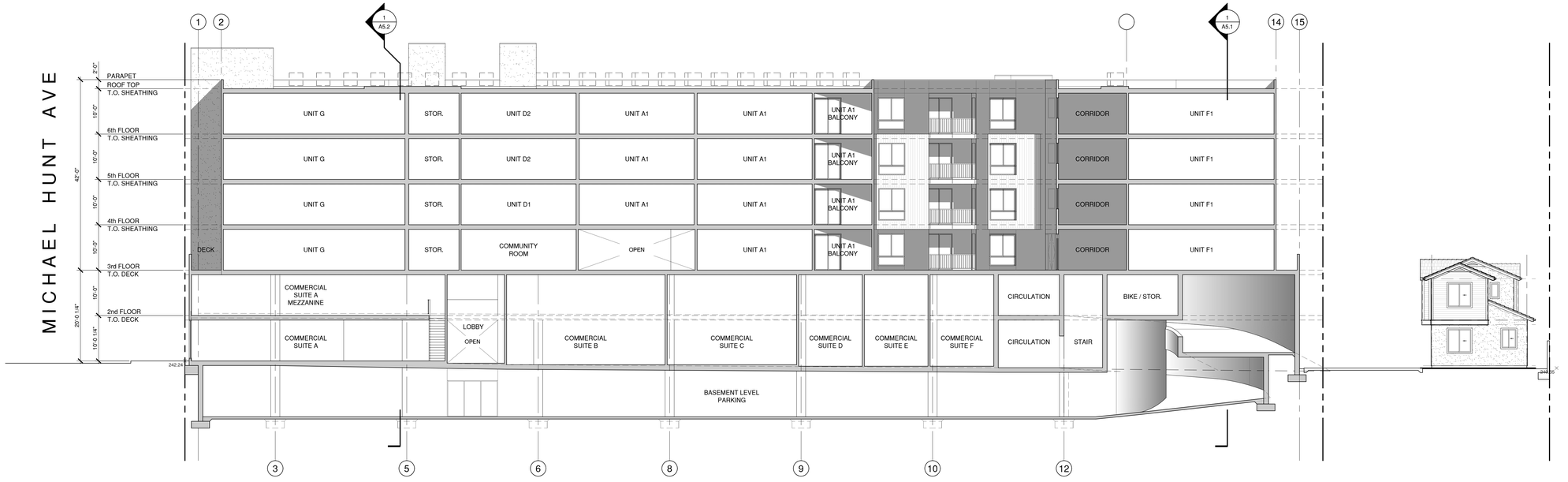
1510 & 1536 PECK ROAD, SOUTH EL MONTE, CA 91733

SLSD
Space Light Structure Design
ARCHITECTURE
PLANNING
INTERIORS
1414 FAIR OAKS AVE., SUITE 3
SOUTH PASADENA, CA 91030
TEL: 626.799.8818 FAX: 626.799.8823

CROSSING at PECK
1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-16-2024

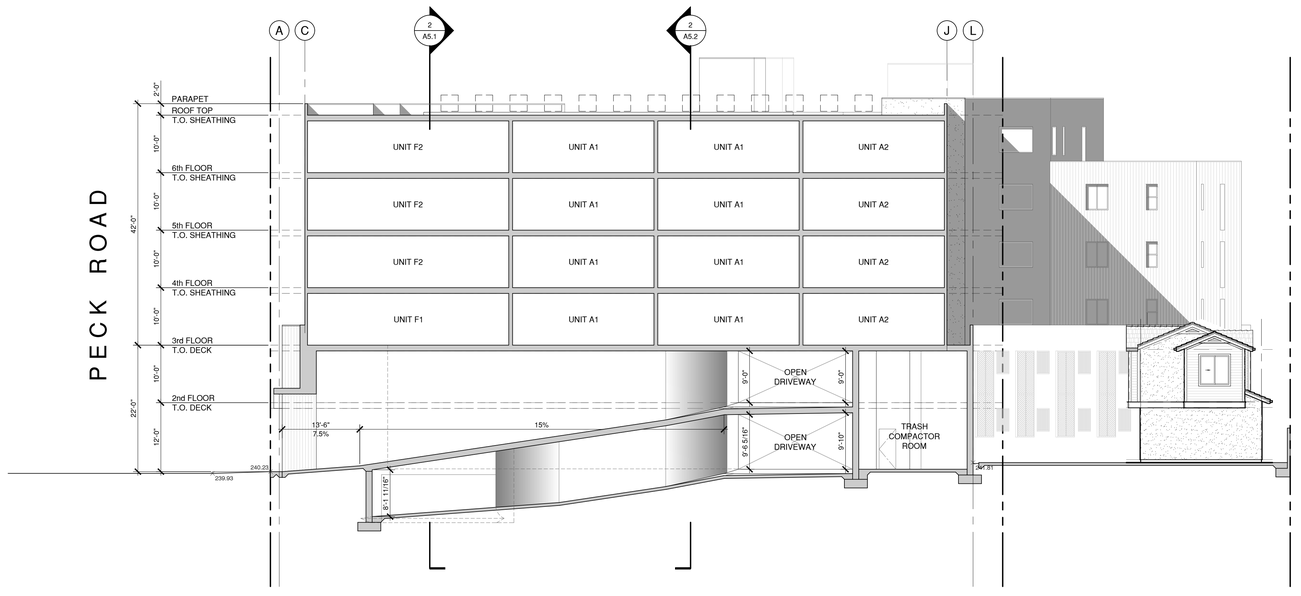
A4.4



LONGITUDINAL SECTION

SCALE: 3/32" = 1'-0"

2



TRANSVERSE SECTION

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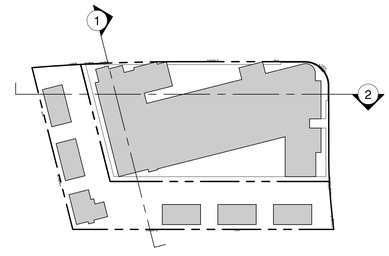

KEYPLAN

CROSSING at PECK

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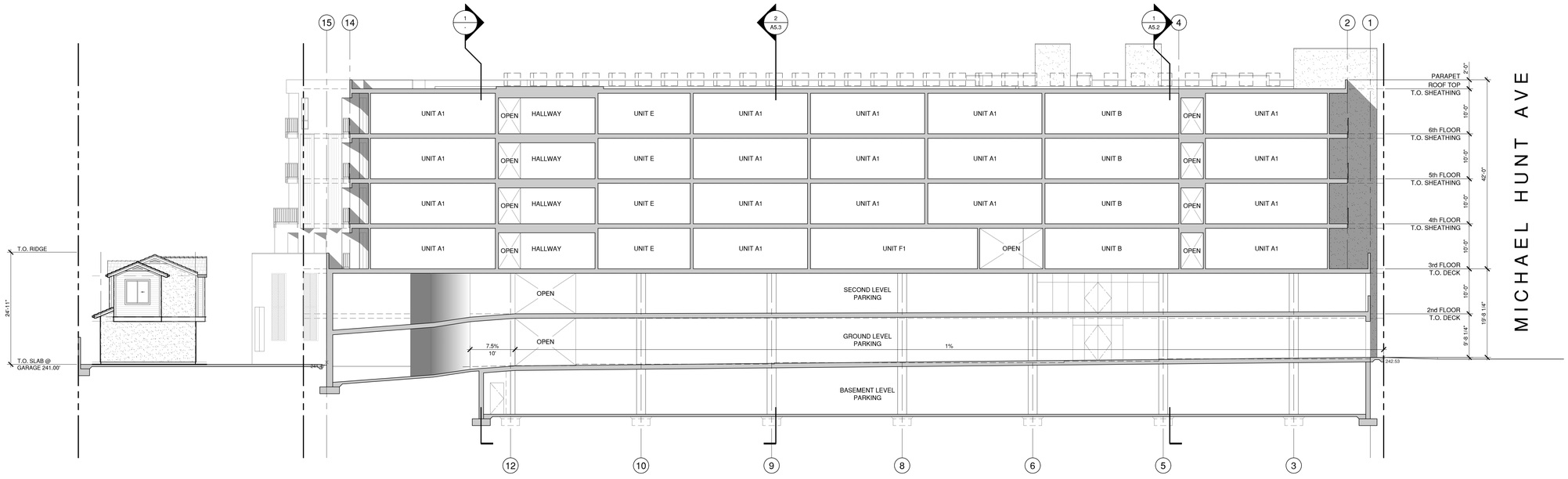
CROSSING at PECK
1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions:	Date
SLSD Project Number:	2022-12
Date:	07-19-2024

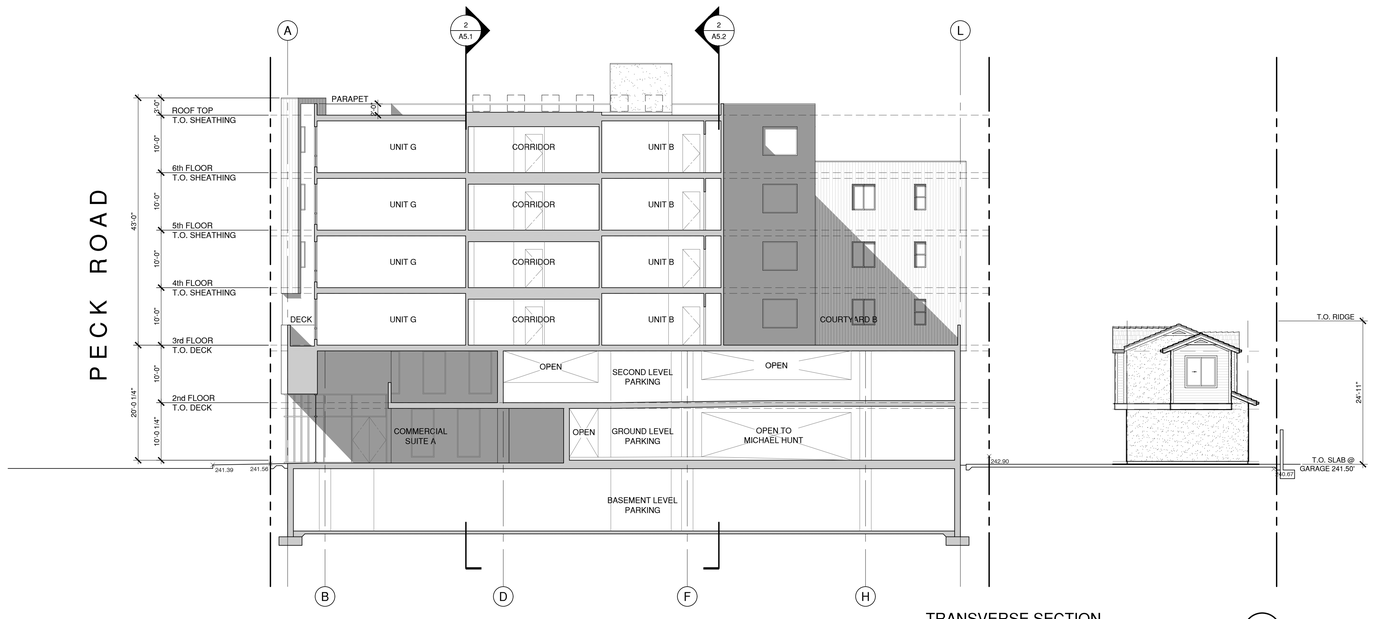
A5.1



LONGITUDINAL SECTION

SCALE: 3/32" = 1'-0"

2



TRANSVERSE SECTION

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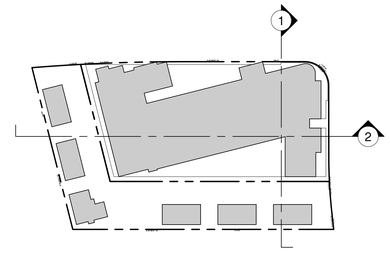

KEYPLAN

CROSSING at PECK

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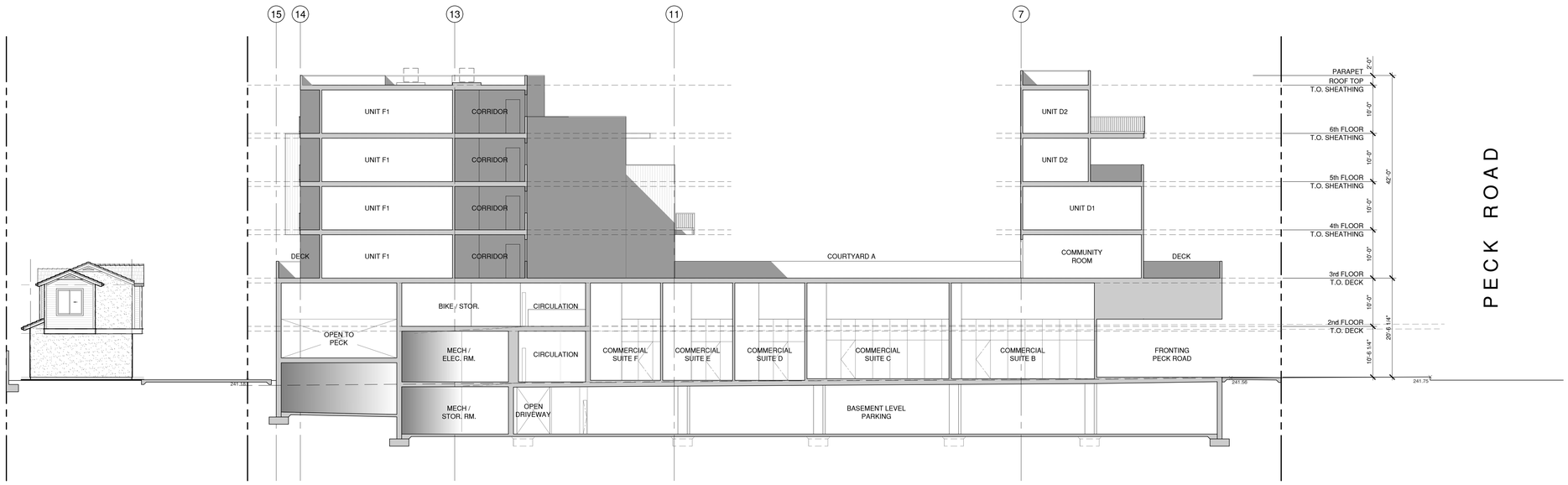
1510 & 1536 PECK ROAD
SOUTH EL MONTE, CA 91733

Revisions: Date

SLSD Project Number: 2022-12

Date: 07-19-2024

A5.2



TRANSVERSE SECTION 2

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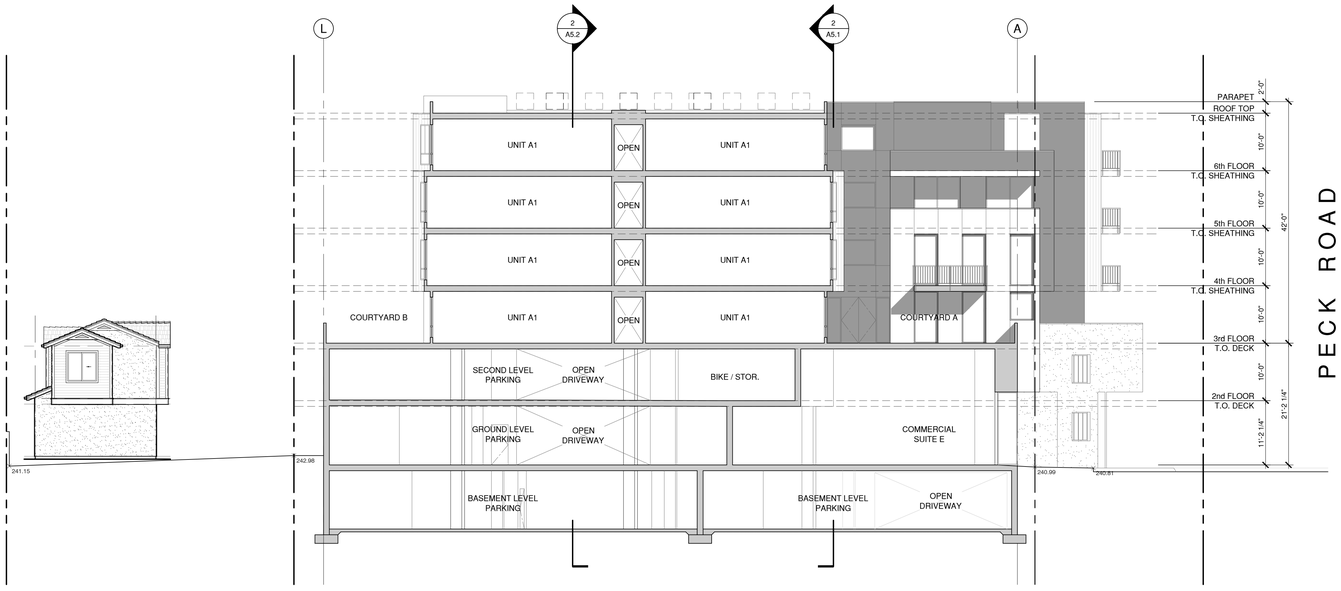
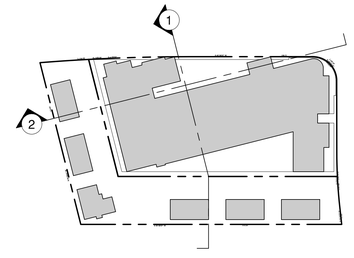


PARTIAL SECTION 1

SCALE: 3/32" = 1'-0"



KEYPLAN

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SOUTH EL MONTE, CA 91733

Revisions: Date

SLSD Project Number: 2022-12
Date: 07-19-2024

A5.3

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

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

_____
(Authorized Signature)

_____
(Name of Company/Position)

Sworn to and subscribed before me this day _____ of _____,20__.

_____
Notary Public for California
My Commission Expires: _____

ATTACHMENT C

CLAIMS HISTORY

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

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

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.

- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.

- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.

- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).

- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than $100,000.00.

- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).

- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).

- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT D

PROFESSIONAL SERVICES CONTRACT TEMPLATE

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and _____ ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $50,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 1 year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ____ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

_____ _____

(Name) (Title)

_____ _____

(Name) (Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Rene Salas, City Manager

ATTEST:

_____
Adrian Garcia, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address: _____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

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

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

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

EXHIBIT "E"

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐AUTOMOBILE LIABILITY ☐GENERAL LIABILITY ☐PRODUCTS/COMPLETED OPERATIONS ☐BLANKET CONTRACTUAL ☐Consultant'S PROTECTIVE ☐PERSONAL INJURY ☐EXCESS LIABILITY ☐WORKERS' COMPENSATION ☐					

It is hereby understood and agreed that the City of South El Monte, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of South El Monte and the named insured is covered under the policy: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of South El Monte

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE:_____ BY:

_____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

RM02.DOC REVISED 10/14/96.

Successor Agency Agenda Report
Agenda Item No. 8.a.

DATE: June 17, 2025

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR APRIL 15, 2025

SUMMARY: Staff is requesting approval of the Minutes of the April 15, 2025, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the April 15, 2025, Successor Agency Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT SA Minutes 04-15-25

CITY OF SOUTH EL MONTE
REGULAR SUCCESSOR AGENCY MEETING MINUTES

Tuesday, April 15, 2025 - 6:00 p.m.
1415 Santa Anita Ave., South El Monte, CA 91733

Successor Agency Meeting Immediately Followed Regular City Council Meeting.

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

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

Chair Olmos called the meeting to order at 8:11 p.m.

16. CALL TO ORDER AND ROLL CALL

PRESENT:	Board Member(s):	Acosta, Rodriguez, Vice Chair Delgado, and Chair Olmos
ABSENT:	Board Member(s):	Bojorquez

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, Interim General Counsel; Adrian Garcia, City Clerk; Masami Higa, Treasurer; 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.

17. APPROVAL OF AGENDA

Motion by Vice Chair Delgado, seconded by Board Member Acosta, to approve the agenda. Motion carried 4-0, by the following vote:

AYES:	Board Member(s):	Acosta, Rodriguez, Vice Chair Delgado, and Chair Olmos
NAYS:	Board Member(s):	None
ABSENT:	Board Member(s):	Bojorquez

18. PUBLIC COMMENTS

Chair Olmos opened Public Comment.

There being no public comment, Chair Olmos closed public comment.

19. CONSENT CALENDAR

Motion by Board Member Rodriguez, seconded by Vice Chair Delgado, to approve the Consent Calendar. Motion carried 4-0, by the following vote:

AYES:	Board Member(s):	Acosta, Bojorquez, Rodriguez, Vice Chair Delgado, and Chair Olmos
NAYS:	Board Member(s):	None
ABSENT:	Board Member(s):	Bojorquez

19.a. Approved the Regular Successor Agency Meeting Minutes of March 18, 2025.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:14 p.m., Chair Olmos adjourned the meeting.

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

_____ _____

Adrian Garcia, MMC, City Clerk Gloria Olmos, Mayor

DRAFT

City Council Agenda Report

Agenda Item No. 9.a.

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF THE AB 2561 REQUIREMENTS

SUMMARY: Effective January 1, 2025, AB 2561 requires public agencies to monitor and track job vacancies once per fiscal year and before the adoption of the final budget, present information about job vacancy status and the agency's recruitment and retention efforts at a public hearing before the governing body.

RECOMMENDED ACTION: Staff recommends city council approve finding from staff that all AB 2561 requirements have been met.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact

DISCUSSION: On September 22, 2024, Governor Gavin Newsom signed Assembly Bill 2561 ("AB 2561") into law, adding a section to the Meyers-Milias-Brown Act ("Meyers-Milias Act") that creates a new obligation for public agencies to publicly address the status of their vacant job positions and their recruitment and retention efforts during a public hearing at least once per fiscal year, and before adopting the final budget. If the vacancy rate for a bargaining unit exceeds twenty percent (20%), then AB 2561 imposes additional reporting requirements. The California Legislature enacted AB 2561 to address widespread vacancies, which negatively impact the delivery of public service by requiring employees to take on heavier workloads, resulting in burnout and increased turnover.

We currently have 5 vacancies in different departments. We have a total of 82 full-time positions in the city. This translates to a vacancy rate of 6% which is well below the 20% threshold of AB 2561, which would require more details on our recruiting efforts.

The City's recognized employee association was provided timely advance notice of the public hearing.

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 10.a.

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: FISCAL YEAR (FY) 2025-2026 ANNUAL BUDGET STUDY SESSION

SUMMARY: On June 3rd, 2025, the City held its first FY25-26 Annual Budget Study Session. At that meeting, staff made a presentation to City Council summarizing the General Fund's FY25-26 Proposed Budget, its 5-Year Financial Forecast, and the causes of the main changes in those financial forecasts. The General Fund's FY25-26 Proposed Budget showed a deficit of $448,744 and growing over the next five years. City Council and staff discussed, and agreed that the City must "tighten its belts" before pursuing any additional tax revenues.

RECOMMENDED ACTION: At the June 3rd FY25-26 Annual Budget Study Session, City Council raised various questions and proposed solutions for the City to "tighten its belts". Staff have gathered information to answer those questions and assessed the feasibility of the solutions proposed. Staff recommends City Council review the answers, discuss, and provide further direction to staff towards finalizing the FY25-26 budget.

FISCAL/FINANCIAL IMPACT: To be determined.

DISCUSSION: On June 3rd, 2025, the City held its first FY25-26 Annual Budget Study Session. At that meeting, the Director of Finance made a presentation to City Council covering the following:

1. FY24-25 Year-End Forecast and FY25-26 Proposed Budget
2. FY26-30 Five-Year Forecast
3. Previously unforeseen decreases in estimated revenues due to global tariffs
4. Previously unforeseen cost increases
5. Possible contingency plans including a possible tax measure in the future

The General Fund's FY25-26 Proposed Budget showed a deficit of $448,744 and growing over the next five years. City Council and staff discussed, and agreed that the City must "tighten its belts" before pursuing any additional tax revenues. City Council raised

various questions and proposed solutions for the City to “tighten its belts”. Staff have gathered information to answer those questions and assessed the feasibility of the solutions proposed as listed below:

Question 1: What is the cost savings from eliminating one full-time Code Enforcement Officer position?
Answer 1: Approximately $120,000 including salary and benefits.

Question 2: What is the cost savings from eliminating two full-time Public Safety Officer positions?
Answer 2: Approximately $173,000 including salaries and benefits.

Question 3: What is the cost of the City’s janitorial costs, why has it gone up, and can it be reduced?
Answer 3: The estimated City-wide janitorial cost is $170,000, budgeted under the Public Works Administration Division (01-170-1020-5515). The City has a contract with Base Hill, Inc. dba Jan Point Building Services (Resolution No. 24-143) with the following monthly and supplemental request costs:

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

1. Facilities		
A. City Hall	$1,005.00	Per Month
B. Community Center & Boxing Center	$3,240.00	Per Month
C. Mini Center	$600.00	Per Month
D. Public Safety Center	$145.00	Per Month
E. Senior Center	$2,495.00	Per Month
F. Maintenance Yard	$600.00	Per Month
Total Monthly Cost	$8,085.00	
II. Supplemental Request Cost		
A. Shampoo all carpet areas (Quarterly)		
a. City Hall	$350.00	
b. Community Center	$150.00	
c. Mini Center	$150.00	
d. Senior Center	$200.00	
B. III. Special Clean-up Facilities		
a. City Hall	$275.00	
b. Community Center	$275.00	
c. Mini Center	$175.00	
d. Public Safety Center	$75.00	
e. Senior Center	$240.00	
f. Maintenance Yard	$100.00	
C. Strip and Wax Gymnasium Floor	$2,950.00	
D. Clean Venetian Blinds	$250.00	
E. Clean Room Dividers	$250.00	
F. Strip and Wax Senior Center Floor	$2,650.00	

Besides the annual contract cost of $97,020 ($8,085 x 12 = $97,020), the City budgeted an additional $72,980 for supplemental requests, due to the fact that City's events have grown with limited part-time staffing hours that can be committed towards cleaning efforts. However, the budgeted supplemental request costs could be reduced and adjusted mid-year based on the year-to-date actual at mid-year. For example, during COVID, the City incurred unexpected cleaning costs to keep employees and the public safe, so for FY24-25, the City budged $250,000, but spent approximately $131,020, so it reduced the budgeted amount from $250,000 to $170,000.

Question 4a: What are the travel and conferences/seminars costs budgeted under

Public Works that could be reduced?
Answer 4a: $10,000 budgeted under the Public Works Administration Division (01-170-1020-5910) for Public Works Director, Analyst, Supervisor, and Staff to attend the League of California Cities and APWA conferences.

Question 4b: What are the City-wide conferences/seminars costs that could be reduced?
Answer 4b: The City-wide conferences/seminars costs by Department and Divisions are as follows:

	FUND	DEPT	DIVISION	ACCOUNT	FY 24-25 Adopted	FY 24-25 Forecasted	FY 25-26 Proposed @6/3/25	Adjustment	FY 25-26 Proposed @6/17/25
ADMINISTRATION - CITY COUNCIL	01	100	1010	5910 - CONFERENCES/SEMINARS	$ 75,000	$ 59,823	$ 90,000	$ (40,000)	$ 50,000
CITY ADMINISTRATION	01	100	1020	5910 - CONFERENCES/SEMINARS	$ 10,000	$ 12,212	$ 18,000	$ (9,000)	$ 9,000
HUMAN RESOURCES	01	100	1050	5910 - CONFERENCES/SEMINARS	$ 5,000	$ 2,001	$ 7,500	$ (3,750)	$ 3,750
RISK MANAGEMENT	01	100	1060	5910 - CONFERENCES/SEMINARS	$ 2,000	$ 549	$ 3,000	$ (1,500)	$ 1,500
CITY CLERK	01	120	1210	5910 - CONFERENCES/SEMINARS	$ 3,000	$ 1,960	$ 3,000	$ (1,500)	$ 1,500
FINANCE/TREASURER - ACCOUNTING	01	130	1310	5910 - CONFERENCES/SEMINARS	$ 4,630	$ 4,652	$ 4,630	$ (2,315)	$ 2,315
COMMUNITY DEVELOPMENT	01	140	1430	5910 - CONFERENCES/SEMINARS	$ 7,800	$ 6,976	$ 8,000	$ (4,000)	$ 4,000
WOMEN'S COMMISSION (COMMUNITY SERVICES)	01	150	1505	5910 - CONFERENCES/SEMINARS	$ 500	$ 539	$ 1,000	$ (500)	$ 500
SENIOR SERVICES (COMMUNITY SERVICES)	01	150	1530	5910 - CONFERENCES/SEMINARS	$ 6,000	$ 3,931	$ 7,000	$ (3,500)	$ 3,500
RECREATION (COMMUNITY SERVICES)	01	150	1540	5910 - CONFERENCES/SEMINARS	$ 6,000	$ 6,551	$ 8,000	$ (4,000)	$ 4,000
PUBLIC WORKS ADMINISTRATION	01	170	1020	5910 - CONFERENCES/SEMINARS	$ 5,197	$ 9,164	$ 10,000	$ (5,000)	$ 5,000
				TOTAL CONFERENCES/SEMINARS	$ 125,127	$ 108,358	$160,130	$ (75,065)	$ 85,065

The FY24-25 Forecasted column shows that employees did not spend as much as they budgeted for FY24-25. The City could try and reduce the level of proposed FY25-26 conferences/seminars to the FY24-25 Forecasted level or reduce the FY25-26 Proposed amounts in half.

Question 5: What are the pros and cons of processing business licenses in-house, which is currently outsourced to HdL?
Question 5: The City outsourced its business licensing function to HdL on September 11, 2018, and has been amending the contract periodically to extend its terms. The fee structure for the service has not changed since September 11, 2018, with a CPI adjustment as shown below:

	9/11/18 Professional Services Agreement					Amend #1		Amend #2	
Fiscal Year	2019	2020	2021	2022	2023	2024	2025	2026	2027
Admin fee per license	$13.00	$14.00	$15.00	$16.07	$17.06	$17.68	$18.12	$18.57	$19.03
Collections	25%	25%	25%	25%	25%	25%	25%	25%	25%
Discovery	35%	35%	35%	35%	35%	35%	35%	35%	35%
Audit	35%	35%	35%	35%	35%	35%	35%	35%	35%
Note:									
Applicable Calendar CPI-WU				7.10%	6.20%	3.60%	2.50%	2.50%	2.50%

The City's net business license revenues for the past 3 years are summarized below:

Month Closed	Total Business License Revenues	State Fees	Bank Fees	HdL Fees	Net Business License Revenues	
5/31/2022	$ 35,411.50	$ (70.40)	$ (574.86)	$ (3,259.99)	$ 31,506.25	
6/30/2022	$ 30,788.00	$ (63.90)	$ (509.76)	$ (3,784.21)	$ 26,430.13	
7/31/2022	$ 19,531.60	$ (51.20)	$ (427.68)	$ (2,432.08)	$ 16,620.64	
8/31/2022	$ 21,630.25	$ (47.20)	$ (397.96)	$ (3,717.36)	$ 17,467.73	
9/30/2022	$ 19,338.20	$ (44.00)	$ (349.43)	$ (2,261.80)	$ 16,682.97	
10/31/2022	$ 23,625.70	$ (44.80)	$ (483.88)	$ (3,448.65)	$ 19,648.38	
11/30/2022	$ 20,784.25	$ (56.00)	$ (426.15)	$ (4,437.49)	$ 15,864.62	
12/31/2022	$ 15,299.50	$ (41.20)	$ (315.38)	$ (2,272.75)	$ 12,670.17	
1/31/2023	$ 80,178.50	$ (202.40)	$ (1,807.46)	$ (23,127.17)	$ 55,041.47	
2/28/2023	$ 75,421.25	$ (189.20)	$ (1,263.59)	$ (2,646.81)	$ 71,321.65	
3/31/2023	$ 60,259.00	$ (116.40)	$ (835.22)	$ (2,105.81)	$ 57,201.57	
4/30/2023	$ 19,264.25	$ (39.20)	$ (378.74)	$ (2,491.48)	$ 16,354.83	
7/5/3374	**$ 421,532.00**	**$ (965.90)**	**$ (7,770.11)**	**$ (55,985.59)**	**$ 356,810.40**	
5/31/2023	$ 25,871.50	$ (53.60)	$ (465.34)	$ (3,447.94)	$ 21,904.62	
6/30/2023	$ 21,598.00	$ (45.20)	$ (437.20)	$ (3,665.53)	$ 17,450.07	
7/31/2023	$ 26,817.56	$ (61.90)	$ (559.93)	$ (3,665.70)	$ 22,530.03	
8/31/2023	$ 24,233.24	$ (56.80)	$ (412.74)	$ (3,262.04)	$ 20,501.67	
9/30/2023	$ 19,081.75	$ (38.10)	$ (384.00)	$ (2,185.29)	$ 16,474.36	
10/31/2023	$ 25,833.75	$ (50.00)	$ (544.44)	$ (2,709.57)	$ 22,529.74	
11/30/2023	$ 23,906.25	$ (57.60)	$ (464.73)	$ (4,511.51)	$ 18,872.41	
12/31/2023	$ 19,675.25	$ (48.80)	$ (453.68)	$ (1,876.28)	$ 17,296.49	
1/31/2024	$ 115,243.50	$ (267.20)	$ (2,430.80)	$ (24,925.01)	$ 87,620.49	
2/29/2024	$ 91,230.75	$ (200.00)	$ (1,520.93)	$ (4,247.64)	$ 85,262.18	
3/31/2024	$ 58,116.00	$ (111.20)	$ (762.98)	$ (3,598.47)	$ 53,643.35	
4/30/2024	$ 40,573.00	$ (63.20)	$ (741.38)	$ (4,376.67)	$ 35,391.75	
7/5/3386	**$ 492,180.55**	**$ (1,053.60)**	**$ (9,178.15)**	**$ (62,471.64)**	**$ 419,477.16**	**17.56%**
5/31/2024	$ 73,133.50	$ (110.00)	$ (1,325.86)	$ (14,214.96)	$ 57,482.68	
6/30/2024	$ 66,861.25	$ (138.40)	$ (1,204.34)	$ (19,731.90)	$ 45,786.61	
7/31/2024	$ 32,867.00	$ (67.60)	$ (386.96)	$ (7,357.46)	$ 25,054.98	
8/31/2024	$ 36,094.75	$ (75.20)	$ (583.00)	$ (8,449.24)	$ 26,987.31	
9/30/2024	$ 34,208.25	$ (73.60)	$ (560.04)	$ (6,250.55)	$ 27,324.06	
10/31/2024	$ 62,854.01	$ (108.80)	$ (839.83)	$ (15,944.27)	$ 45,961.11	
11/30/2024	$ 57,077.25	$ (119.60)	$ (848.76)	$ (14,744.87)	$ 41,364.02	
12/31/2024	$ 45,649.75	$ (104.00)	$ (643.94)	$ (7,358.57)	$ 37,543.25	
1/31/2025	$ 147,536.25	$ (341.20)	$ (3,069.92)	$ (32,545.47)	$ 111,579.66	
2/28/2025	$ 125,545.00	$ (262.40)	$ (1,981.98)	$ (7,572.85)	$ 115,727.77	
3/31/2025	$ 56,300.25	$ (132.40)	$ (808.55)	$ (3,585.64)	$ 51,773.67	
4/30/2025	$ 46,161.00	$ (75.60)	$ (808.25)	$ (5,796.13)	$ 39,481.02	
7/11/3398	**$ 784,288.26**	**$ (1,608.80)**	**$ (13,061.43)**	**$ (143,551.90)**	**$ 626,066.13**	**49.25%**
	$ 1,698,000.81	**$ (3,628.30)**	**$ (30,009.69)**	**$ (262,009.13)**	**$ 1,402,353.69**	
		0.21%	**1.77%**	**15.43%**		

As can be seen from the above, the City's net business license revenues for the last 12 months increased 49.25% as compared to the previous 12 months. This is due to HdL's

increased discovery and collection efforts. The fee breakdown over the same 3 years is shown below:

	Month Closed	New Account			Renewals			Collection			Discovery			Total
		Count	Rate	Fees	Count	Rate	Fees	Count	Rate	Fees	Count	Rate	Fees	Fees
1	5/31/2022	30	$16.06	$ 481.80	57	$16.06	$ 915.42	0.25	$ 5,575.20	$ 1,393.80	0.35	$ 1,339.92	$ 468.97	$ 3,259.99
2	6/30/2022	33	$16.06	$ 529.98	70	$16.06	$ 1,124.20	0.25	$ 8,520.11	$ 2,130.03	0.35	$ -	$ -	$ 3,784.21
3	7/31/2022	22	$16.06	$ 353.32	76	$16.06	$ 1,220.56	0.25	$ -	$ -	0.35	$ 2,452.01	$ 858.20	$ 2,432.08
4	8/31/2022	32	$16.06	$ 513.92	113	$16.06	$ 1,814.78	0.25	$ 2,956.93	$ 739.23	0.35	$ 1,855.52	$ 649.43	$ 3,717.36
5	9/30/2022	32	$16.06	$ 513.92	59	$16.06	$ 947.54	0.25	$ 2,536.12	$ 634.03	0.35	$ 475.16	$ 166.31	$ 2,261.80
6	10/31/2022	32	$16.06	$ 513.92	75	$16.06	$ 1,204.50	0.25	$ 5,913.46	$ 1,478.37	0.35	$ 719.60	$ 251.86	$ 3,448.65
7	11/30/2022	37	$16.06	$ 594.22	180	$16.06	$ 2,890.80	0.25	$ 3,809.86	$ 952.47	0.35	$ -	$ -	$ 4,437.49
8	12/31/2022	32	$16.06	$ 513.92	63	$16.06	$ 1,011.78	0.25	$ 2,988.21	$ 747.05	0.35	$ -	$ -	$ 2,272.75
9	1/31/2023	40	$17.34	$ 693.60	1,204	$17.34	$ 20,877.36	0.25	$ 2,310.03	$ 577.51	0.35	$ 2,796.28	$ 978.70	$ 23,127.17
10	2/28/2023	32	$17.34	$ 554.88	65	$17.34	$ 1,127.10	0.25	$ 3,859.33	$ 964.83	0.35	$ -	$ -	$ 2,646.81
11	3/31/2023	36	$17.34	$ 624.24	42	$17.34	$ 728.28	0.25	$ 3,013.17	$ 753.29	0.35	$ -	$ -	$ 2,105.81
12	4/30/2023	37	$17.34	$ 641.58	59	$17.34	$ 1,023.06	0.25	$ 3,307.35	$ 826.84	0.35	$ -	$ -	$ 2,491.48
		395		**$ 6,529.30**	**2,063**		**$ 34,885.38**		**$ 44,789.77**	**$11,197.44**		**$ 9,638.49**	**$ 3,373.47**	**$ 55,985.59**
13	5/31/2023	49	$17.34	$ 849.66	63	$17.34	$ 1,092.42	0.25	$ 6,023.43	$ 1,505.86	0.35	$ -	$ -	$ 3,447.94
14	6/30/2023	37	$17.34	$ 641.58	82	$17.34	$ 1,421.88	0.25	$ 6,318.44	$ 1,579.61	0.35	$ 64.17	$ 22.46	$ 3,665.53
15	7/31/2023	31	$17.34	$ 537.54	63	$17.34	$ 1,092.42	0.25	$ 8,142.95	$ 2,035.74	0.35	$ -	$ -	$ 3,665.70
16	8/31/2023	46	$17.34	$ 797.64	86	$17.34	$ 1,491.24	0.25	$ 3,892.62	$ 973.16	0.35	$ -	$ -	$ 3,262.04
17	9/30/2023	33	$17.34	$ 572.22	49	$17.34	$ 849.66	0.25	$ 3,053.64	$ 763.41	0.35	$ -	$ -	$ 2,185.29
18	10/31/2023	32	$17.34	$ 554.88	80	$17.34	$ 1,387.20	0.25	$ 3,069.96	$ 767.49	0.35	$ -	$ -	$ 2,709.57
19	11/30/2023	35	$17.34	$ 606.90	174	$17.34	$ 3,017.16	0.25	$ 3,549.80	$ 887.45	0.35	$ -	$ -	$ 4,511.51
20	12/31/2023	24	$17.34	$ 416.16	65	$17.34	$ 1,127.10	0.25	$ 1,332.07	$ 333.02	0.35	$ -	$ -	$ 1,876.28
21	1/31/2024	43	$18.09	$ 777.87	1,273	$18.09	$ 23,028.57	0.25	$ 2,592.40	$ 648.10	0.35	$ 1,344.21	$ 470.47	$ 24,925.01
22	2/29/2024	36	$18.09	$ 651.24	62	$18.09	$ 1,121.58	0.25	$ 6,617.28	$ 1,654.32	0.35	$ 2,344.28	$ 820.50	$ 4,247.64
23	3/31/2024	27	$18.09	$ 488.43	54	$18.09	$ 976.86	0.25	$ 7,203.30	$ 1,800.83	0.35	$ 949.58	$ 332.35	$ 3,598.47
24	4/30/2024	48	$18.09	$ 868.32	79	$18.09	$ 1,429.11	0.25	$ 8,316.97	$ 2,079.24	0.35	$ -	$ -	$ 4,376.67
		441		**$ 7,762.44**	**2,130**		**$ 38,035.20**		**$ 60,112.86**	**$15,028.22**		**$ 4,702.24**	**$ 1,645.78**	**$ 62,471.64**
25	5/31/2024	27	$18.09	$ 488.43	69	$18.09	$ 1,248.21	0.25	$ 33,457.23	$ 8,364.31	0.35	$ 11,754.33	$ 4,114.02	$ 14,214.96
26	6/30/2024	50	$18.09	$ 904.50	102	$18.09	$ 1,845.18	0.25	$ 51,600.80	$12,900.20	0.35	$ 11,662.91	$ 4,082.02	$ 19,731.90
27	7/31/2024	31	$18.09	$ 560.79	59	$18.09	$ 1,067.31	0.25	$ 8,189.70	$ 2,047.43	0.35	$ 10,519.82	$ 3,681.94	$ 7,357.46
28	8/31/2024	36	$18.09	$ 651.24	87	$18.09	$ 1,573.83	0.25	$ 5,687.21	$ 1,421.80	0.35	$ 13,721.05	$ 4,802.37	$ 8,449.24
29	9/30/2024	37	$18.09	$ 669.33	54	$18.09	$ 976.86	0.25	$ 8,824.92	$ 2,206.23	0.35	$ 6,851.80	$ 2,398.13	$ 6,250.55
30	10/31/2024	43	$18.09	$ 777.87	79	$18.09	$ 1,429.11	0.25	$ 20,174.20	$ 5,043.55	0.35	$ 24,839.25	$ 8,693.74	$ 15,944.27
31	11/30/2024	27	$18.09	$ 488.43	198	$18.09	$ 3,581.82	0.25	$ 23,851.44	$ 5,962.86	0.35	$ 13,462.16	$ 4,711.76	$ 14,744.87
32	12/31/2024	30	$18.09	$ 542.70	66	$18.09	$ 1,193.94	0.25	$ 13,175.88	$ 3,293.97	0.35	$ 6,651.30	$ 2,327.96	$ 7,358.57
33	1/31/2025	41	$18.60	$ 762.60	1,363	$18.60	$ 25,351.80	0.25	$ 21,987.29	$ 5,496.82	0.35	$ 2,669.28	$ 934.25	$ 32,545.47
34	2/28/2025	33	$18.60	$ 613.80	63	$18.60	$ 1,171.80	0.25	$ 5,475.26	$ 1,368.82	0.35	$ 12,624.10	$ 4,418.44	$ 7,572.85
35	3/31/2025	37	$18.60	$ 688.20	58	$18.60	$ 1,078.80	0.25	$ 4,658.29	$ 1,164.57	0.35	$ 1,868.75	$ 654.06	$ 3,585.64
36	4/30/2025	32	$18.60	$ 595.20	76	$18.60	$ 1,413.60	0.25	$ 12,222.87	$ 3,055.72	0.35	$ 2,090.33	$ 731.62	$ 5,796.13
		424		**$ 7,743.09**	**2,274**		**$ 41,932.26**		**$209,305.09**	**$52,326.27**		**$118,715.08**	**$41,550.28**	**$143,551.90**
		1,260		**$22,034.83**	**6,467**		**$114,852.84**		**$314,207.72**	**$78,551.93**		**$133,055.81**	**$46,569.53**	**$262,009.13**
										18.50%				

In the last 12 months, increased activities in discovery and collection have led to an increase in fees as follows:

- Discovery fees increased from $4,702 to $118,718 or 25.2 times compared to the previous 12 months.
- Collection fees increase from $60,113 to $209,305 or 3.5 times compared to the previous 12 months.
- As compliance rates throughout the cities improve, the City expects HdL's fees for discovery and collection to decrease accordingly, while the renewal and new application processing fees will remain fairly constant.

Within the FY25-26 proposed budget, the City budgeted business license revenues of $540,909. Staff will adjust this to $630,000, or an increase in estimated business license revenues of $89,091.

A qualified Business License staff member who understands the City Code, and knows how to resolve issues, is estimated to cost around $130,000 per year with salary and benefits (See **Attachment A**). In general, the cost to process a business license is

roughly one-third when outsourced to HdL, as compared to retaining full-time in-house staff (to process renewals and new applications). However, some cities will still choose to retain in-house staff rather than outsource, to provide a more friendly human touch, which some businesses prefer. Also, the amount of time and effort required for discovery and collection, either by HdL staff, or the City's in-house business license staff, depends on the in-house staff's experience and aggressiveness. If processed in-house, the City must also consider the additional cost of using a software, payment platform, and a collection agency. Also, if processed in-house, there will be additional layers of review and approval required by City staff who currently do not (for example, Director of Finance, City Manager, and City Attorney).

In FY24-25, to provide better customer service to City businesses, the City trained one in-house Administrative Assistant to respond to customer questions, so that HdL staff are not the only staff customers can ask questions regarding business licensing matters.

Question 6: Are there any impact fees being generated on Accessory Dwelling Units (ADU's) within the City?
Answer 6: Currently, there are no impact fees being generated on ADU's within the City. Under Government Code sections 66311 and 66234(c)(1), the City can impose impact fees on ADU's larger than 750 sf. However, the impact fees cannot be "arbitrary, excessive, or burdensome" and do not include connection or capacity charges or application and processing fees. ADU's 750 sf. or less must be exempt from impact fees.

In addition, some jurisdictions require a business license for ADU's, treating them as a rental unit. The City's annual business license registration fees for rentals are $25 per unit (Resolution No. 95-64). Currently, there are approximately 150 ADU's within the City. Assuming each ADU consists of one unit, 150 x $25 = $3,750 is approximately available in business license fees.

Finally, some jurisdictions have adopted a Short Term Rental ("STR") Ordinance which regulates any residential property or portion of a residential property that is rented to an individual or group for thirty (30) consecutive days or less. STR's are subject to Transient Occupancy Taxes ("TOT"), levied by local jurisdictions. STR TOT's are similar to hotel taxes and vary across cities and counties.

Question 7: Can the City's IT cost be reduced by conducting an RFP?
Answer 7: Staff believes yes, but must go through an RFP process to best access the cost savings.

Question 8: What would be the cost of outsourcing the Public Safety function?
Question 8: Staff was able to find one vendor that has been providing Parking Enforcement Services to the City of Glendora and Azusa, Inter-Con Security Systems, Inc. The City of Azusa has a population of 50,000 and has an area of 9.7 square miles. Attached is a Staff Report from the City of Azusa's Police Chief to City Manager dated October 2, 2023, recommending two full-time Parking Enforcement Officers with a Fiscal Impact statement as follows, "The annual cost of the Service Agreement with Inter-Con Security Systems, Inc. will not exceed $202,800.00 in year one. In Azusa's Citation revenues generated by this program are expected to fully cover the cost of the contract and likely generate additional revenues above the contract cost" issuing approximately 900 parking citations monthly (See **Attachment B**).

On June 9, 2025, staff reached out to Inter-Con Security Systems, Inc. to obtain an estimate. Staff will inform City Council once the estimate comes in. As the City of Azusa's population and size is more than double compared to the City of South El Monte's, staff expect the cost to be comparable.

Question 9: What benefits are City Councilmembers receiving, and is there a way for the City to save on employees' benefit costs?
Answer 9: Three out of five Councilmembers are currently receiving health insurance benefits from the City. Staff believes the City can save on health insurance costs by providing a medical opt-out provision similar to surrounding cities. Currently, the City provides a medical opt-out incentive to employees as follows:

City Council - $0
Executives - $600 per month
SEMEMTA - $100 per month
SEMEA - $100 per month

Surrounding cities provide a higher medical opt-out provision shown below, which could save more for both the employer and employee:

	Pasadena	Bell	Santa Fe Springs	Pico Rivera	West Covina	El Monte	Norwalk	Rosemead
Medical Opt Out (per month)	65% of premium	$500.00	80% of premium	80% of premium	$ 600.00	$ 600.00	50% of unused allocation	$ 500.00

Staff recommends City providing a 65% premium opt-out provision for employees for the employer to save 35% of cost:

For example, the FY25-26 Proposed budget includes a city-wide health insurance cost of $1,447,394 as follows:

Opt-Out	2 employees at $0	$	-
Opt-Out	1 employee at $1,200 (Receive $100 per month instead)	$	1,200
Opt-Out	2 employees at $7,200 (Receive $600 per month instead)	$	14,400
One	20 employees at $11,563.24	$	231,265
One	2 employees at $15,164.76	$	30,330
Two	9 employees at $23,126.49	$	208,138
Family	32 employees at $30,064.41	$	962,061
		$	1,447,394

For example, if 10 employees with a family plan would opt-out, the City would save roughly $105,225 ($30,064.41 x 10 x 35% = $105,225), assuming the City adopts a 65% premium opt-out provision for employees.

Question 10: What are the added costs of having an additional committee and commission?
Answer 10: Different committees and commissions have different numbers of members serving as well as different volumes of public documents to be generated, reviewed, published, and retained. For example, excluding various overhead costs, the direct operating costs of our commissions are as follows:

Women's Commission - $14,000
Community Services Commission - $8,900
Patriotic Commission - $8,000

Depending on the volume of documents that need to be generated and reviewed by various department staff, Executives, City Attorney, City Manager, and City Clerk, the indirect cost varies based on the hours required to review, approve, and process them.

Question 11: Are there any Prop A funds that can be exchanged or traded?
Answer 11: All Prop A funds has been dedicated for a specific purpose over the next 5 years in the 5-year forecast. The majority of the funds are planned to be spent on employees' labor operating the Paratransit program (25% Senior Services Supervisor; 25% Senior Services Coordinator; 25% Senior Services Sr. Recreation Leaders; and 100% Transportation Services Van Drivers).

Question 12: Can the City repurpose its Sewer Assessment Fees?
Answer 12: No, the sewer service fees must be used for services and facilities furnished by the City in connection with the sanitary sewer system as adopted per Ordinance No. 1141 under Section 5471 of the California Health and Safety Code.

Staff have prepared a FY25-26 Recommended Budget Adjustment Worksheet to collaborate with City Council (See **Attachment C**).

ATTACHMENT(S):

A. Transparent California's Business License Position Listing
B. Staff Report from City of Azusa's Police Chief to City Manager_10022023
C. FY25-26 Recommended Budget Adjustment Worksheet_06172025v2

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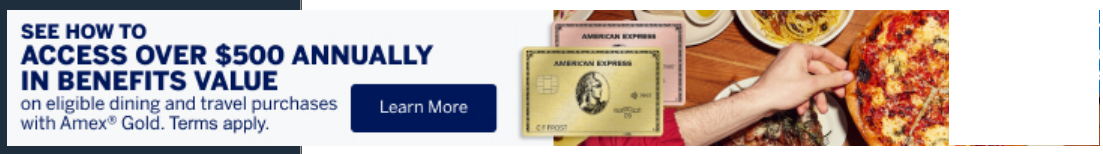

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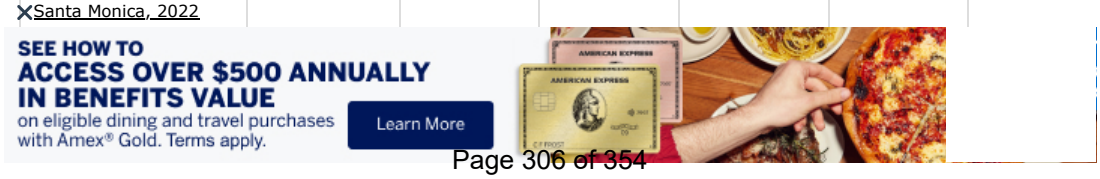
Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Benefits	Pension debt	Total pay & benefits
Haley N Favre-Smith	Business License Administrator Santa Monica, 2023	$136,249.00	$0.00	$28,732.00	$164,981.00	$41,999.00	$25,353.95	$232,333.95
Haley N Favre-Smith	Business License Administrator Santa Monica, 2022	$130,161.48	$0.00	$16,067.53	$146,229.01	$38,615.97	$27,454.57	$212,299.55



Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Benefits	Pension debt	Total pay & benefits
Haley N Favre-Smith	Business License Administrator Santa Monica, 2020	$128,531.16	$0.00	$12,220.80	$140,751.96	$64,918.22	0	$205,670.18
Haley N Favre-Smith	Business License Administrator Santa Monica, 2019	$126,636.00	$0.00	$13,385.00	$140,021.00	$48,276.00	$17,106.76	$205,403.76

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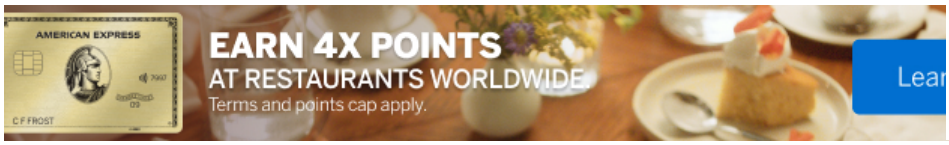

Wendy Anderson	Business License Program Spec Pleasanton, 2023	$117,172.00	$0.00	$18,562.00	$135,734.00	$39,050.00	$28,649.70	$203,433.70
Haley N Favre-Smith	Business License Administrator Santa Monica, 2021	$128,604.09	$0.00	$9,133.37	$137,737.46	$57,132.30	0	$194,869.76
Haley N Favre-Smith	Business License Administrator Santa Monica, 2018	$124,836.00	$0.00	$7,095.00	$131,931.00	$61,504.00	0	$193,435.00
Smith Haley N Favre-Smith	Business License Administrator Santa Monica, 2017	$123,390.00	$0.00	$7,115.00	$130,505.00	$60,946.00	0	$191,451.00
Haley N Favre-Smith	Business License Administrator Santa Monica, 2016	$120,912.00	$0.00	$6,062.00	$126,974.00	$57,723.00	0	$184,697.00
Haley Favre-Smith	Business License Administrator Santa Monica, 2015	$117,708.00	$0.00	$5,162.00	$122,870.00	$54,115.00	0	$176,985.00
Jeremy Hamilton	Business License Liaison Moreno Valley, 2021	$74,571.00	$3,834.00	$6,639.00	$85,044.00	$77,003.55	0	$162,047.55
Casey L Andrade	Business License Supervisor Santa Monica, 2023	$84,508.00	$1,495.00	$17,696.00	$103,699.00	$42,427.00	$15,748.62	$161,874.62

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Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Benefits	Pension debt	Total pay & benefits
Haley Favre-Smith	Business License Administrator Santa Monica, 2014	$105,458.00	$0.00	$5,727.00	$111,185.00	$50,021.00	0	$161,206.00
Racheal B Cravitz	Business License Supervisor Huntington Beach, 2020	$90,383.00	$322.00	$249.00	$90,954.00	$39,228.00	$25,466.10	$155,648.10
Leslie Andrews	Business License Coordinator Palmdale, 2022	$74,346.00	$70.00	$4,189.00	$78,605.00	$16,744.00	$60,023.31	$155,372.31
Wendy Anderson	Business License Program Spec Pleasanton, 2018	$97,854.45	$0.00	$1,898.80	$99,753.25	$37,619.82	$17,113.49	$154,486.56
Wendy J Anderson	Business License Program Spec Pleasanton, 2022	$111,279.20	$0.00	$2,164.00	$113,443.20	$40,604.23	0	$154,047.43
Eileen L Precie	Business License Supervisor Ontario, 2020	$55,657.88	$0.00	$69,890.01	$125,547.89	$21,638.92	$6,814.52	$154,001.33
Wendy Anderson	Business License Program Spec Pleasanton, 2020	$107,836.81	$0.00	$0.00	$107,836.81	$40,967.36	0	$148,804.17
Vincent Pizzo	Business License Inspector Monterey, 2023	$83,350.00	$0.00	$4,601.00	$87,951.00	$22,446.00	$37,277.44	$147,674.44
Wendy J Anderson	Business License Program Spec Pleasanton, 2021	$107,044.00	$0.00	$0.00	$107,044.00	$40,479.37	0	$147,523.37
Wendy Anderson	Business License Program Spec Pleasanton, 2017	$95,009.70	$0.00	$1,843.60	$96,853.30	$43,142.91	$7,142.80	$147,139.01
Karla Robles	Business License Specialist Richmond, 2023	$75,143.00	$3,364.00	$2,253.00	$80,760.00	$63,792.00	0	$144,552.00

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Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Benefits	Pension debt	Total pay & benefits
B Rodriguez	Business License Enforcement Officer Huntington Park, 2020	$63,261.00	$3,963.00	$19,386.00	$86,610.00	$33,177.00	$24,468.89	$144,255.89
Kim M Engel	Business License Supervisor Huntington Beach, 2022	$94,856.00	$0.00	$1,823.00	$96,679.00	$47,309.00	0	$143,988.00 Report Ad
Casey L Andrade	Business License Supervisor Santa Monica, 2022	$77,119.25	$3,624.87	$6,872.56	$87,616.68	$38,376.67	$16,120.79	$142,114.14
Wendy Anderson	Business License Program Spec Pleasanton, 2016	$92,144.61	$0.00	$0.00	$92,144.61	$49,829.16	0	$141,973.77
Wendy Anderson	Business License Program Spec Pleasanton, 2019	$100,782.47	$0.00	$1,682.24	$102,464.71	$39,502.32	0	$141,967.03

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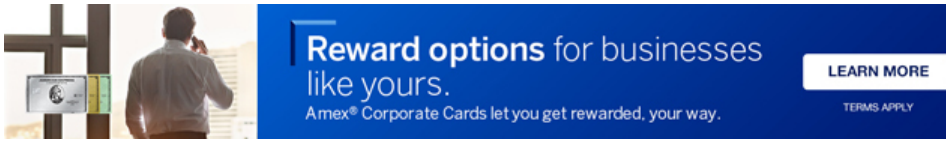

Karla Robles	Business License Specialist Richmond, 2021	$64,168.00	$3,934.00	$8,495.00	$76,597.00	$64,339.00	0	$140,936.00
Karla Robles	Business License Specialist Richmond, 2022	$67,749.00	$521.00	$4,251.00	$72,521.00	$65,644.00	0	$138,165.00
Haley N Favre-Smith	Business License Administrator Santa Monica, 2013	$98,874.00	$0.00	$2,630.00	$101,504.00	$36,329.00	0	$137,833.00
Veretta D Edwards	Business License Specialist Richmond, 2019	$69,577.92	$0.00	$493.68	$70,071.60	$49,489.31	$18,250.57	$137,811.48
Angie Tart	Senior Business License Office Cerritos, 2023	$75,782.00	$0.00	$1,471.00	$77,253.00	$35,112.00	$25,366.42	$137,731.42
Shauna Vuoti	Business License Officer San Marcos, 2023	$75,378.00	$0.00	$1,473.00	$76,851.00	$31,937.00	$28,126.95	$136,914.95

Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Benefits	Pension debt	Total pay & benefits
Robin R Herman	Business License Inspector Santa Monica, 2023	$82,065.00	$0.00	$15,845.00	$97,910.00	$23,368.00	$15,278.14	$136,556.14
Wendy J Anderson	BUSINESS LICENSE PROGRAM SPEC Pleasanton, 2015	$87,638.42	$0.00	$0.00	$87,638.42	$48,270.80	0	$135,909.22

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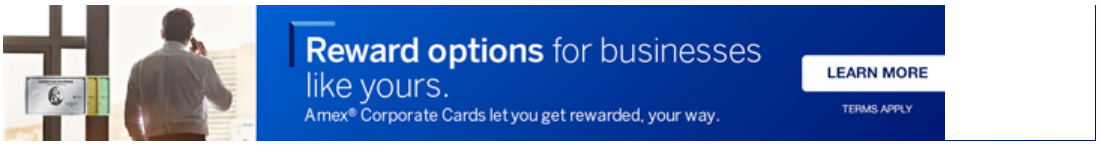
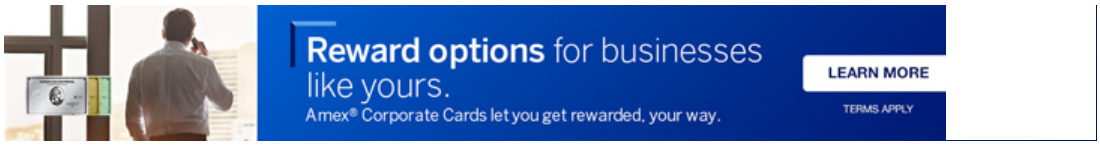


Kim M Engel	Business License Supervisor Huntington Beach, 2023	$91,685.00	$0.00	$5,446.00	$97,131.00	$36,494.00	$2,028.45	$135,653.45
Karla Robles	Business License Specialist Richmond, 2020	$68,108.85	$0.00	$0.00	$68,108.85	$67,193.98	0	$135,302.83
Racheal B Cravitz	Business License Supervisor Huntington Beach, 2019	$79,037.00	$28.00	$240.00	$79,305.00	$34,207.00	$21,499.04	$135,011.04
Minerva Guadal Bonilla-Gamboa	Business License Supervisor Rancho Cucamonga, 2021	$71,849.00	$0.00	$15,513.00	$87,362.00	$47,187.00	0	$134,549.00
Amber Abeyta	Business License Officer Arcadia, 2021	$76,938.21	$495.90	$23,650.79	$101,084.90	$33,045.47	0	$134,130.37
Karla M Robles	Business License Specialist Richmond, 2019	$60,152.56	$622.43	$1,946.00	$62,720.99	$53,689.22	$17,413.48	$133,823.69
Cecilia Y. MacIel	Business License Specialist Ontario, 2021	$82,696.91	$5,759.41	$12,539.90	$100,996.22	$27,574.43	$4,564.11	$133,134.76
Mary E Garcia	Business License Specialist Ii Carson, 2022	$82,331.29	$0.00	$15,269.33	$97,600.62	$34,217.21	$1,047.81	$132,865.64

Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Benefits	Pension debt	Total pay & benefits
ADVERTISEMENT 								
Valerie M Lua George	Business License Specialist Ii Carson, 2022	$80,146.21	$0.00	$16,820.09	$96,966.30	$34,432.25	$1,041.40	$132,439.95
Shauna Vuoti	Business License Officer San Marcos, 2021	$69,215.00	$0.00	$8,091.00	$77,306.00	$29,114.00	$25,829.93	$132,249.93
Cesar Lucrecio	Business License Technician Coachella City, 2021	$71,157.00	$1,126.00	$9,289.00	$81,572.00	$32,318.00	$17,751.51	$131,641.51
Shauna Vuoti	Business License Officer San Marcos, 2022	$74,232.00	$0.00	$1,619.00	$75,851.00	$29,753.00	$25,966.87	$131,570.87
Jason Hogan	Business License Inspector Westminster, 2022	$67,907.00	$0.00	$21,295.00	$89,202.00	$17,748.00	$23,861.19	$130,811.19
Deedra M Touschner	Business License Enforcement Officer Lancaster, 2015	$86,886.00	$0.00	$1,617.00	$88,503.00	$41,702.00	0	$130,205.00

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CONSENT ITEM
E-6

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

VIA: SERGIO GONZALEZ, CITY MANAGER

FROM: ROCKY WENRICK, CHIEF OF POLICE

DATE: OCTOBER 2, 2023

SUBJECT: APPROVE A 3-YEAR AGREEMENT BETWEEN THE CITY OF AZUSA AND INTER-CON SECURITY SYSTEMS, INC. FOR ONGOING PARKING ENFORCEMENT SERVICES

BACKGROUND:

Since 2018, Inter-Con Security Systems, Inc. has been contracted to provide parking enforcement in the City of Azusa. The service has proven to be reliable, with Inter-Con staff issuing approximately 900 parking citations monthly.

The current agreement between the City of Azusa and Inter-Con Security Systems expired on June 30, 2023. A contract for continued parking enforcement service is required. This action approves a 3-year Agreement between the City of Azusa and Inter-Con Security Systems for Parking Enforcement Services with the option for two (2) one (1) year extensions.

RECOMMENDATIONS:

Staff recommends the City Council take the following actions:

1) Approve a 3-year Agreement between the City of Azusa and Inter-Con Security Systems, Inc. for parking enforcement services with the option for two (2) one (1) year extensions.

2) Authorize the City Manager, or designee, to execute the Agreement, in a form acceptable to the City Attorney, on behalf of the City, and approve subject to non-substantive changes approved by the City Attorney and City Manager.

ANALYSIS:

Inter-Con Security Systems, Inc. is a leading U.S. owned Security Company, which provides a full range of physical security services to government and commercial customers. Parking enforcement is one of the many services they offer. In addition to providing parking enforcement services to the City of Azusa, Inter-Con Security Systems provide unarmed security services to our city facilities. They continue to contract with several other cities in the region as well.

On June 18, 2018 the City Council approved a 3-year agreement with Inter-Con Security Systems, Inc. to provide parking enforcement in the City of Azusa. The contract and franchise agreement includes an option for it to be extended for two additional one-year extensions by mutual agreement of both parties. The first one-year extension was approved on July 1, 2021 and expired on June 30, 2022. The second and final extension allowed under the original 2018 contract and franchise agreement was effective July 1, 2022 and expired June 30, 2023.

The parking enforcement conducted by Inter-Con employees under this agreement is limited to California Vehicle Code Sections and Azusa Municipal Code Sections related to on-street parking laws and posted off-street parking lot violations such as, parking in excess of 72 hours, prohibited signs/markings, limited or restricted parking, and parking in alley's just to name a few. Parking enforcement officers will be under the direct supervision and follow the direction of the police watch commander. The service has proven to be reliable, with Inter-Con staff issuing approximately 900 parking citations monthly. Inter-Con Security currently provides contact Security Services to the City of Azusa in addition to contract parking enforcement. By entering into this contract, it allows Inter-Con to cross train employees to handle both security services and parking enforcement services for the City of Azusa.

FISCAL IMPACT:

Approval of this contract is expected to have a positive impact on the General Fund. The annual cost of the Service Agreement with Inter-Con Security Systems, Inc. will not exceed $202,800.00 in year one. Citation revenues generated by this program are expected to fully cover the cost of the contract and likely generate additional revenues above the contract cost. $196,042.00 was included in the FY2023-24 Proposed Budget under account 10-20-333-000-6498, and the difference of $6,758.00 will be transferred to the FY 2023-24 budget after adoption.

Prepared by:

Thomas Avila
Lieutenant

Reviewed and Approved:

Rocky Wenrick
Chief of Police

Fiscal Impact Reviewed by:

Talika M. Johnson
Director of Administrative Services

Reviewed and Approved:

Sergio Gonzalez
City Manager

Attachment: Proposed Inter-Con Security Systems, Inc. parking enforcement extension

Attachment 1

Parking Enforcement 5-Year Cost Proposal | Inter-Con Security Systems, Inc.

JULY 28, 2023

ATTACHMENT B

EXECUTIVE SUMMARY

On December 12, 2022, ahead of the end of our contract year on July 1st, 2023, and in anticipation of a contract extension, Inter-Con submitted a modification request representing a wage and rate increase in-line with inflation at the time. After July 1st, 2023, the City chose not to extend our contract for another year and requested a cost proposal for the next five years, which we are pleased to present here.

Inter-Con's proposal for a new five-year contract is based on a wage realignment with the local market. Azusa Parking personnel currently earn just $17.65/hour while the median wage for personnel in this industry has increased to $20.16/hour. Furthermore, many other parking programs in the Los Angeles County and the San Gabriel Valley now pay $20.00/hour, with grave shift positions paid as high as $27.00/hour.

Given this significant shift in the labor market for parking enforcement, Inter-Con has proposed a starting wage of $20.00/hour in the first year of the program. Each year thereafter, we have increased wages by $0.75/hour, which represents between a 3.4% and 3.8% increase each year – a figure we believe should track with inflation over the next five years.

PROPOSED RATES & BUDGET

Our proposed rates and budget for the next five years is shown below.

Year One						
Labor Categories	**Hourly Pay Rate**	**Hourly Bill Rate**	**Weekly Hours**	**Annual Hours**	**Weekly Cost**	**Annualized Cost**
Parking Enforcement Rep. A	$20.00	$48.75	40	2,080	$1,950.00	$101,400.00
Parking Enforcement Rep. B	$20.00	$48.75	40	2,080	$1,950.00	$101,400.00
		Totals	**80**	**4,160**	**$3,900.00**	**$202,800.00**

Year Two						
Labor Categories	**Hourly Pay Rate**	**Hourly Bill Rate**	**Weekly Hours**	**Annual Hours**	**Weekly Cost**	**Annualized Cost**
Parking Enforcement Rep. A	$20.75	$50.58	40	2,080	$2,023.20	$105,206.40
Parking Enforcement Rep. B	$20.75	$50.58	40	2,080	$2,023.20	$105,206.40
		Totals	**80**	**4,160**	**$4,046.40**	**$210,412.80**

Year Three						
Labor Categories	**Hourly Pay Rate**	**Hourly Bill Rate**	**Weekly Hours**	**Annual Hours**	**Weekly Cost**	**Annualized Cost**
Parking Enforcement Rep. A	$21.50	$52.40	40	2,080	$2,096.00	$108,992.00
Parking Enforcement Rep. B	$21.50	$52.40	40	2,080	$2,096.00	$108,992.00
		Totals	**80**	**4,160**	**$4,192.00**	**$217,984.00**

Year Four						
Labor Categories	**Hourly Pay Rate**	**Hourly Bill Rate**	**Weekly Hours**	**Annual Hours**	**Weekly Cost**	**Annualized Cost**
Parking Enforcement Rep. A	$22.25	$54.23	40	2,080	$2,169.20	$112,798.40
Parking Enforcement Rep. B	$22.25	$54.23	40	2,080	$2,169.20	$112,798.40
		Totals	**80**	**4,160**	**$4,338.40**	**$225,596.80**

ATTACHMENT B

Year Five						
Labor Categories	**Hourly Pay Rate**	**Hourly Bill Rate**	**Weekly Hours**	**Annual Hours**	**Weekly Cost**	**Annualized Cost**
Parking Enforcement Rep. A	$23.00	$56.06	40	2,080	$2,242.40	$116,604.80
Parking Enforcement Rep. B	$23.00	$56.06	40	2,080	$2,242.40	$116,604.80
		Totals	**80**	**4,160**	**$4,484.80**	**$233,209.60**

Grand Total 5-year Cost	**$1,090,003.20**

PASS-THROUGH MEDICAL COST ESTIMATE

Due to the enactment of the Affordable Care Act ("ACA") and the mandate that employers provide medical insurance to all employees working more than thirty hours per week, the City agrees to pay 100% of the direct pass-through costs for all employees working more than thirty hours per week who enroll in the medical plan. The current plan offered to employees is ACA-compliant and provided by Aetna.

Position	Full Time Employees*	Monthly Premium**	Annual Cost
Parking Enforcement Rep.	0	$442.98	$0.00

*No employees are currently enrolled in the program.

** Subject to change every January 1st. Our expected cost for this program eff. January 1st, 2024, will be $460.70.

POST EXHIBIT

Labor Classification	Schedule	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Total HPW**
Parking Enforcement Rep. A	06:30 - 04:30*	-	-	10	10	10	10	-	40
Parking Enforcement Rep. B	06:30 - 04:30*	-	10	10	10	10	-	-	40
								Total Hours per Week	**80**

*Schedule includes a 30-min unpaid meal break.

**Post exhibit reflects current staffing and hours per week, which are reduced due to COVID.

PRICE ASSUMPTIONS

- All full-time employees receive a holiday benefit of eight (8) paid hours, included in the bill rate. Inter-Con recognizes ten (10) holidays for City of Azusa Parking Enforcement employees: New Year's Day, MLK Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- Forty (40) hours of paid time off (PTO) are provided to every full-time employee.
- Sick leave of twenty-four (24) hours for part-time employees to match the requirements of CA sick leave law.
- Forty (40) hours of new hire training included in the bill rate.
- Uniform costs included in the rate.
- Two (2) vehicles and all associated costs are included in the bill rate.
- Overtime or Temporary Additional Services incurred outside the scope of the weekly hours quoted above will be billed out an OT rate at 1.5x the regular rate.

City of South El Monte
Fiscal 2025-2026 Budget
Recommended Budget Adjustments Worksheet

General Fund Revenues	
Proposed Budget Discussed at the 6/3/25 Annual Budget Study Session	**$ 26,283,782**
Adjustments	
Business license revenues	89,091
New Position - Transportation Coordinator (90% funded by Prop A)	80,431
Total adjustments	169,522
Adjusted General Fund Revenues	**26,453,304**
General Fund Expenditures	
Proposed Budget Discussed at the 6/3/25 Annual Budget Study Session	**(26,732,526)**
Adjustments	
Professional Services - Tierra West Advisors, Inc.	(50,000)
Professional Services - Townsend Public Affairs	(50,000)
New Position - Transportation Coordinator (90% funded by Prop A)	(89,368)
Revert Full-Time Equipment Mechanic to Part-Time	64,444
City Councilmembers conferences and seminars	40,000
City-wide employees' conferences and seminars	35,065
Scanning Services - ECS	35,000
Cleaning Services - Base Hill, Inc.	38,980
Correction for vacant position health insurance estimate	18,501
Scale down of software licenses	3,600
Medical Opt-Out? (See Note 1)	-
Other	-
Total adjustments	46,222
Adjusted General Fund Expenditures	**(26,686,304)**
General Fund Net Deficit / Reserves Applied	**$ (233,000)**

Note 1: Total health insurance cost budgeted for FY25-26 is $1,447,394 broken out as follows:

Opt-Out	2 employees at $0	$	-
Opt-Out	1 employee at $1,200 (Receive $100 per month instead)	$	1,200
Opt-Out	2 employees at $7,200 (Receive $600 per month instead)	$	14,400
One	20 employees at $11,563.24	$	231,265
One	2 employees at $15,164.76	$	30,330
Two	9 employees at $23,126.49	$	208,138
Family	32 employees at $30,064.41	$	962,061
		$	1,447,394

For example, if the City adopts 65% medical opt-out plan, for every employee with a family plan who opt-out, the City could save 35% or $10,523 ($30,064 x 0.35 = $10,523).

City Council Agenda Report

Agenda Item No. 10.b.

DATE: June 17, 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. 25-056, ADOPTING THE CITY'S FISCAL YEAR (FY) 2025-26 GANN APPROPRIATION LIMIT

SUMMARY: A Resolution to approve the FY 2025-26 for the City of South El Monte pursuant to Article XIIIB of the State of California Constitution.

RECOMMENDED ACTION: City staff recommends City Council adopt Resolution No. 25-056, establishing the City's Appropriation (Gann) Limit at $195,006,820 for FY 2025-26.

FISCAL/FINANCIAL IMPACT: None. This is a statutory calculation to adopt the City's annual General Fund spending limit.

DISCUSSION: In November 1979, the State of California approved Proposition 4, which created Article XIIIB of the State Constitution that imposed restrictions on the amount of revenue that may be appropriated in any fiscal year. This annual calculation is referred to as the "Appropriation Limit", or more commonly as the "Gann Limit", named after Paul Gann, who sponsored Proposition 4 and was also the co-author of Proposition 13.

Because the language in Article XIIIB was extremely vague and did not allow for the substantial economic changes that occurred in the State during the late 1980's, California voters approved Proposition 111 eliminating much of the ambiguity and it provided new adjustment factors that made the appropriation limit more responsive to the local growth issues.

Staff has prepared the FY 2025-26 Gann Limit calculation using the appropriation limit adjustment factors and has summarized them. The City's spending limit is substantially less than the statutory limit. The adoption of this spending limit is an administrative requirement that is required by State law.

Staff report prepared by Teresa Garcia, Accounting Manager.

ATTACHMENT(S):

A. Resolution No. 25-056 - FY2025-26 Appropriation Limit
B. Exhibit A to Resolution

RESOLUTION NO. 25-056

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ESTABLISHING THE FISCAL YEAR 2025-26 APPROPRIATIONS LIMIT FOR THE CITY PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, the voters of the State of California in November 1979 added Article XIIIB (Proposition 4) to the State Constitution placing various limitations on the appropriations of the State and local governments; and

WHEREAS, the voters of the State of California in June 1990 modified Article XIIIB by approving Proposition 111, which revised the annual adjustment factors to be applied to the 1986-87 limit and each year thereafter; and

WHEREAS, the City of South El Monte has complied with all provisions of Article XIIIB in determining the Appropriation Limit for the 2025-26 fiscal year.

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

SECTION 1. The Appropriation Limit for the 2025-26 Fiscal Year shall be $195,006,820 for the City as determined by Exhibit A attached hereto.

SECTION 2. The Fiscal Year 2025-26 appropriation limit was calculated using the increase in the County of Los Angeles population as the population factor and the increase in the California per capita personal income as the price factor.

SECTION 3. The population factor and the price factor used are as reported by the State Department of Finance.

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

PASSED, APPROVED AND ADOPTED this 17th day of June 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. 25-056, was duly passed and approved by the South El Monte City Council at a Regular meeting of said Council held on the 17th day of June 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

Exhibit A to Resolution

CITY of SOUTH EL MONTE
Article XIIIB Appropriations Limit
Fiscal Year 2025-2026
Appropriations Limit

A. Fiscal Year 2024-2025 Limit	182,659,067
B. Adjustment Factors:	
1. Population %	1.00300
2. Inflation %	1.06440
Total Adjustment %	1.06760
C. Annual Adjustment $	12,347,753
D. Fiscal Year 2025-2026 Limit	195,006,820

CITY of SOUTH EL MONTE
Article XIIIB Appropriations Limit
Fiscal Year 2025-2026
Appropriation Limit Adjustment Factors

Percentage Change in Population	% Change	Factor
City of South El Monte	-0.02%	0.99980
County of Los Angeles	0.30%	1.00300

Population Factor Selected:
County of Los Angeles 1.00300

Percent Change in Price	% Change	Factor
California Per Capita Personal Income	6.44%	1.06440
Non-Residential Assessed Valuation	1.46%	1.01460

Price Factor Selected:
California Per Capita Personal Income 1.06440

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: $1.0644 \times 1.0028 = 1.0674$

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

About the Data

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Los Angeles City	Los Angeles	0.44	3,813,575	3,830,479	3,835,263
Lynwood City	Los Angeles	0.45	66,360	66,660	66,660
Malibu City	Los Angeles	-0.18	10,623	10,604	10,604
Manhattan Beach City	Los Angeles	-0.18	34,111	34,051	34,051
Maywood City	Los Angeles	-0.25	24,557	24,496	24,496
Monrovia City	Los Angeles	1.94	38,181	38,920	38,920
Montebello City	Los Angeles	0.79	62,243	62,732	62,732
Monterey Park City	Los Angeles	-0.13	59,342	59,262	59,269
Norwalk City	Los Angeles	-0.32	100,585	100,265	101,075
Palmdale City	Los Angeles	0.31	166,580	167,097	167,097
Palos Verdes Estates City	Los Angeles	-0.12	13,014	12,999	12,999
Paramount City	Los Angeles	-0.08	52,415	52,371	52,371
Pasadena City	Los Angeles	0.41	140,054	140,631	140,631
Pico Rivera City	Los Angeles	0.00	60,859	60,858	60,858
Pomona City	Los Angeles	0.68	152,005	153,042	153,042
Rancho Palos Verdes City	Los Angeles	-0.25	40,831	40,727	40,727
Redondo Beach City	Los Angeles	-0.33	68,319	68,091	68,091
Rolling Hills City	Los Angeles	0.24	1,673	1,677	1,677
Rolling Hills Estates City	Los Angeles	-0.14	8,557	8,545	8,545
Rosemead City	Los Angeles	0.41	50,296	50,501	50,501
San Dimas City	Los Angeles	-0.05	34,226	34,209	34,209
San Fernando City	Los Angeles	0.62	23,546	23,692	23,692
San Gabriel City	Los Angeles	1.00	38,569	38,953	38,953
San Marino City	Los Angeles	-0.09	12,341	12,330	12,330
Santa Clarita City	Los Angeles	0.35	231,573	232,377	232,377
Santa Fe Springs City	Los Angeles	0.90	18,341	18,506	18,680
Santa Monica City	Los Angeles	0.19	93,034	93,212	93,212
Sierra Madre City	Los Angeles	-0.30	10,903	10,870	10,870
Signal Hill City	Los Angeles	-0.31	11,457	11,421	11,421
South El Monte City	Los Angeles	-0.02	19,538	19,535	19,535
South Gate City	Los Angeles	0.08	92,883	92,955	92,955
South Pasadena City	Los Angeles	0.06	26,272	26,287	26,287
Temple City	Los Angeles	0.70	36,069	36,322	36,322
Torrance City	Los Angeles	-0.10	143,410	143,261	143,261
Vernon City	Los Angeles	-0.48	208	207	207
Walnut City	Los Angeles	0.74	28,008	28,214	28,214
West Covina City	Los Angeles	-0.21	109,657	109,428	109,428
West Hollywood City	Los Angeles	0.10	35,250	35,284	35,284
Westlake Village City	Los Angeles	-0.31	7,943	7,918	7,918
Whittier City	Los Angeles	0.03	87,820	87,850	87,850
Unincorporated	Los Angeles	0.18	1,001,862	1,003,674	1,004,490
Incorporated	Los Angeles	0.31	8,834,429	8,861,693	8,872,321
County Total	Los Angeles	0.30	9,836,291	9,865,367	9,876,811
Chowchilla City	Madera	-1.64	13,729	13,504	18,742
Madera City	Madera	-0.85	67,013	66,443	66,443
Unincorporated	Madera	2.24	75,718	77,414	77,414
Incorporated	Madera	-0.98	80,742	79,947	85,185
County Total	Madera	0.58	156,460	157,361	162,599
Belvedere City	Marin	0.29	2,052	2,058	2,058
Corte Madera City	Marin	0.09	9,947	9,956	9,966

FISCAL YEAR 2025-26
Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

About the Data

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Incorporated	Alameda	0.37	1,507,666	1,513,172	1,514,836
County Total	Alameda	0.31	1,655,644	1,660,751	1,662,482
County Total	Alpine	-0.42	1,181	1,176	1,177
Incorporated	Amador	-0.88	13,964	13,841	17,715
County Total	Amador	-1.34	36,131	35,646	39,563
Incorporated	Butte	2.67	149,856	153,863	153,863
County Total	Butte	-0.17	207,873	207,525	207,525
Incorporated	Calaveras	-0.42	3,585	3,570	3,570
County Total	Calaveras	-0.23	44,768	44,666	44,722
Incorporated	Colusa	-0.32	12,164	12,125	12,125
County Total	Colusa	-0.30	22,093	22,026	22,026
Incorporated	Contra Costa	0.03	981,987	982,308	982,308
County Total	Contra Costa	0.00	1,158,165	1,158,141	1,158,225
Incorporated	Del Norte	-0.69	4,064	4,036	6,056
County Total	Del Norte	-1.32	24,802	24,475	26,544
Incorporated	El Dorado	0.01	31,650	31,654	31,664
County Total	El Dorado	0.08	190,512	190,663	190,770
Incorporated	Fresno	0.97	863,943	872,318	876,849
County Total	Fresno	0.84	1,022,826	1,031,466	1,037,053
Incorporated	Glenn	1.36	14,975	15,179	15,179
County Total	Glenn	1.35	28,979	29,369	29,369
Incorporated	Humboldt	0.36	62,966	63,191	63,346
County Total	Humboldt	-0.22	133,591	133,298	133,817
Incorporated	Imperial	1.06	147,725	149,297	151,728
County Total	Imperial	0.98	179,096	180,854	186,499
Incorporated	Inyo	-0.10	3,854	3,850	3,850
County Total	Inyo	-0.27	18,792	18,742	18,800
Incorporated	Kern	1.09	598,320	604,862	617,253
County Total	Kern	0.74	902,508	909,213	923,961
Incorporated	Kings	1.98	109,956	112,128	123,857
County Total	Kings	1.88	135,091	137,628	154,015
Incorporated	Lake	0.57	21,436	21,559	21,559
County Total	Lake	-0.24	67,325	67,166	67,254
Incorporated	Lassen	1.90	9,199	9,374	12,270
County Total	Lassen	1.82	24,001	24,438	28,716
Incorporated	Los Angeles	0.31	8,834,429	8,861,693	8,872,321
County Total	Los Angeles	0.30	9,836,291	9,865,367	9,876,811
Incorporated	Madera	-0.98	80,742	79,947	85,185
County Total	Madera	0.58	156,460	157,361	162,599

THE CITY OF SOUTH EL MONTE

NONRESIDENTIAL NEW CONSTRUCTION

2023/24 TO 2024/25 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2025/26 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
5281-007-024	Industrial	Lincoln Training Center And Rehabilitatio	1,928,302	2,048,868	+ 6.3%
8103-020-035	Industrial	Wg Llc	0	2,126,577	+ 99,999.9%
8103-024-009	Commercial	Ezzard Jeanne	81,551	239,292	+ 193.4%
8116-018-008	Industrial	Jtk Llc	515,702	792,016	+ 53.6%
8117-002-002	Industrial	Ted Levine Drum Company	1,169,290	1,215,334	+ 3.9%
8117-024-004	Commercial	Best Choice Investments	326,757	337,828	+ 3.4%
8118-019-027	Industrial	Roa Acquisition Ii Llc	620,078	987,934	+ 59.3%
7 Parcels Listed			**4,641,680**	**7,747,849**	**+ 66.9%**

This calculation reflects the 2024/25 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2024/25 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	3,106,169
Less Automatic 2.000% Assessors's Inflation Adjustment	-92,834
Actual Change in Non-Residential Valuation	3,013,335
Change in Total Assessed Value	205,711,595
= Alternate 2025/26 Appropriations Limit Factor	**1.46%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

City Council Agenda Report
Agenda Item No. 10.c.

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION OF APPOINTMENTS TO HOMELESS COMMISSION

SUMMARY: Appointments to be made to the Homeless Commission, which is a five-member commission.

RECOMMENDED ACTION: Staff recommends City Council consider appointing five individuals seeking appointment to the Homeless Commission.

FISCAL/FINANCIAL IMPACT: Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

DISCUSSION: A "Notice of Vacancy" was posted on the City's webpage on April 2, 2025, with a deadline to submit applications through Wednesday, April 30, 2025, by 5:30 p.m. An additional "Notice of Vacancy" was posted on May 5, 2025, extending the deadline to Thursday, May 29, 2025, by 5:30 p.m.

The Homeless Commission is a five-member commission consisting of five city residents appointed by the majority of the City Council. This appointment is for a term ending January 31, 2026. The Homeless Commission acts in an advisory capacity to the City Council. Seven (7) applicants were received.

Seeking appointment:

- Michael Short
- Roberto Yrigoyen
- Joshua Jasso-Ortega
- Adrean Flores
- Rudy Leija
- Maria Eunkyu Heng
- Eunice Santillan

ATTACHMENT(S):

A. Homeless Commission Applications

CITY OF SOUTH EL MONTE

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 JUN -5 P 3:59

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and complete a Live Scan prior to appointment. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

(✓) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 JUN -5 P 1:06

PERSONAL INFORMATION *Please print:*

Name: Maria Eunkyu Heng Address: [redacted]

Years in South El Monte: 4 Home Phone: 8 NA.

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Stay home mom Work Phone: NA.

Occupation: Stay home mom Employer's Address: _____

EDUCATION/TRAINING

High School:

Granada Hills high. 12th.
Name/Location Highest Grade Completed

University, College, Trade School, or Other:

CSUN History
Name/Location Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

None.

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

Harvey Council PTA

Friends of the Library Baptk el monte Board.

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

- My deep commitment to Community Engament. - Helping our local nonprofit to give fresh food at Cutivala farm. Serving as Friends of the Library and help them develop it out so we can hold community events and help our library serve our families near.
- Leadership of advocacy experience— as an active Leader in PTA at the council level I have gained first hand experience in advocacy, organizing initiatives & speaking behalf of others. Key responsibilities for a commissioner is to advocate for community interests.
- Collaboration & coalition building — I volunteer and working with diverse groups across all the nonprofit board and community I am able to bring ppl together, listen to multiple perspectives & move forward in collaboration.

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 6/21/2025

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 APR 10 P 5:03

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

(✓) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

PERSONAL INFORMATION *Please print:*

Name: Michael Short Address: [redacted]

Years in South El Monte: _____ Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Advocates for Human Potential Work Phone: _____

Occupation: Senior Consultant Employer's Address: [redacted]

EDUCATION/TRAINING

High School:

Medfield High School, Medfield Massachusetts — Senior

Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

UCLA-Grad Cert, Risk Mgmt-CA, Grace College-Masters Nonprofit Mgmt.-Indiana

Name/Location — Major/Degree

Chapman University, BFA-Film & television,

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

N/A

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

Executive Board Member - My Friend's Place, LA

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I have extensive experience addressing homelessness and mental health at the State and Local Levels. As a Senior Consultant to the state of California help Shape Strategies and Policies that impact Vulnerable Populations. My background includes managing homeless Shelters and Large Scale permanent Supportive housing programs. This experience will help me Contribute meaningfully to the city of South El Monte.

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 4/10/25

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 APR 30 P 1:40

All-America City

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and if appointed, complete a Live Scan. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission you wish to serve on:

( ) Advancement for Women and Girls:
- ( ) Representing Senior Member At Least 55 years of age
- ( ) Representing Youth Member Between 16-17 years of age

( ) Community Services: ( ) Representing Senior Member At Least 60 years of age
- ( ) Representing Youth Member Between 16-21 years of age

( ) Patriotic ( ) Planning (✓) Homeless Commission

PERSONAL INFORMATION *Please print:*

Name: Eunice Santillan Address: [redacted]

Years in South El Monte: 60 years Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: _____ Work Phone: _____

Occupation: Ama de casa Employers Address: _____

EDUCATION/TRAINING

High School

Universidad de Guadalajara (Abogado)

Name/Location Highest Grade Completed

University, College, Trade School, or Other

Centro Universitario de Ciencias Sociales y Humanidades

Name/Location Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

Yo eh trabajado como Seguridad Privada y creO que podria ayudar por que tengo experienaia trabajando con homeleSS

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

By signing the application, you acknowledge your understanding and commitment as a commissioner and if appointed, consent to a Live Scan background check. Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date** 04/30/25.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

If appointed, Human Resources will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

(✓) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE
2025 APR 29 P 2:50

PERSONAL INFORMATION *Please print:*

Name: Roberto Yrigoyen Sr. Address: [redacted]

Years in South El Monte: 45 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: retired Work Phone: _____

Occupation: Fmr. Logistics Mgr Employer's Address: _____

EDUCATION/TRAINING

High School:

Garfield High School — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

2 years @ V.S.C. Computer Science & 1 year Mount SAC. A+ Computer Cert.
Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

Previous Planning Commissioner

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

Epiphany Catholic Church - 40 Days for Life Day Leader
Marriage Preparation Team Archdiocese of L.A.
Cursillo English & Archdiocese of L.A.
Bible & Lectionary Teacher @ S.J.V, Hacienda Heights

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As an active member of my Church I have witnessed & assisted in serving the Homeless through participation in food Banks & street ministry. As a Citizen for 45 years in South El Monte, I have witness the growth of the Homeless Population & other side walk Camping to those are open to it. For several Years I helped with the S.G.V. Coalition in Housing the Homeless at Shelters during winter. I also have strong Managerial, teaching & problem Solving Skills having worked in Management for 40 years.

IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 4-29-25

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

Rcvd 5/29/25 @ 1:34 pm SAM

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

All-America City

APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

(X) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

PERSONAL INFORMATION *Please print:*

Name: Rudy Leija Address: [redacted]

Years in South El Monte: 10 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Blue-White Ind Work Phone: _____

Occupation: Sales Employer's Address: [redacted]

EDUCATION/TRAINING

High School:

Mountain View — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Cal State Monterey Bay — MBA
Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

NA

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

Association of Water Technology

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a long-time resident of South El Monte, I have witnessed and adapted to the many changes our city has undergone. My deep understanding of the community shifts, combined with my higher eduction, equips me with the insight and skills necessary to thoughtfully address the evolving needs of out residents. As a commissioner, I would bring valuable insight and dedication to identifying effective solutions that support the growth and well-being of our city. I am committed to playing an active role in addressing key challenges, including the on-going homelessness crisis.

IMPORTANT

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Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 5-29-25

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

Revd 5/29/25 @ 11:23am AK

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and complete a Live Scan prior to appointment. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

(X) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

PERSONAL INFORMATION *Please print:*

Name: Adrean Flores Address: [redacted]

Years in South El Monte: 25 Home Phone: _____

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Self/Doordash Work Phone: _____

Occupation: delivery driver Employer's Address: _____

EDUCATION/TRAINING

High School:

Mountain View high school El Monte — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

ELAC — N/A
Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

N/A

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

N/A

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

As a delivery driver, and as a mobile citizen of South El Monte, I come into contact with and befriend many of our fellow citizens facing hardships such as theft if being unhoused. As someone who speaks easily with those others are afraid to speak to, I believe I can bring in a ground level perspective about what my friends and fellow citizens are in need of to help them achieve the goal of being housed.

IMPORTANT

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Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 5/28/2025

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

Rcvd 5/28/25 @ 4:52 pm SAM

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

(✓) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

PERSONAL INFORMATION *Please print:*

Name: JOSHUA JASSO-ORTEGA Address: [redacted]

Years in South El Monte: 41 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: KAISER Work Phone [redacted]

Occupation: SERVICE REP Employer's Address: [redacted]

EDUCATION/TRAINING

High School:

BISHOP AMAT, LA PUENTE — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

RIO HONDO, WHITTIER
Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

COMMUNITY SERVICES

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

SEIU-UHW

UBT

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I WAS A FORMER CHAIR OF THE COMMUNITY SERVICES COMMISSION TWICE.

I'VE ALSO BEEN INVOLVED WITH DIFFERENT ORGANIZATIONS AND CAPACITIES FOR OVER 20 YEARS.

I ALSO SERVED IN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS DURING MY LAST TIME AS A COMMISSIONER.

IMPORTANT

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Signature of Applicant: [redacted] **Date:** 5/28/25

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

City Council Agenda Report

Agenda Item No. 13.a.

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **COUNCILMEMBER MANUEL ACOSTA**

1. Discussion/Action: An ordinance be written to mitigate foul odors of tobacco and marijuana smoke.

2. Discussion/Action: Consider holding a Town Hall meeting with experts and organizations that have direct experience with cannabis and the impact cannabis businesses have on a community.

SUMMARY:

1. Discussion/Action/Direction: There are several city ordinances that target public nuisance, which are actions that unreasonably interfere with a right that the general public shares in common. It can involve various activities that affect the public's health, safety, comfort, or property. Some examples include major health hazards, like unsafe food storage, or unsanitary conditions that can endanger the public's health; excessive noise that disrupts the peace and quiet of a neighborhood, such as loud music, barking dogs, or construction noise; and foul odors emanating from a property that affect the surrounding area. So my question is, can tobacco smoke or marijuana smoke emanating from a place of business, public space, or private yard be considered public nuisance. And can an ordinance be written to mitigate foul odors of tobacco and marijuana smoke?

2. Discussion/Action: On the March 18, 2025 City Council meeting, Mayor Pro Tem Hector Delgado proposed “changing the distance requirement for cannabis in order to align with California state standard.” The California state standard, also known as a buffer zone, is 600 feet from a sensitive zone. A sensitive zone refer to specific locations where cannabis businesses are typically restricted or subject to buffer distance requirements, and include schools, libraries, day care centers, youth centers, parks, churches, residential neighborhoods, and drug rehabilitation and treatment centers. While the state establishes baseline requirements, local governments in California can modify the buffer distances and add other sensitive

locations based on their specific needs and concerns. Currently, the buffer zone in South El Monte, established and approved by the City Council on August 2, 2022, is 1,000 feet. It was established because local governments have the legal authority to establish the buffer distances between cannabis businesses and sensitive zones. To add context, there are many California cities that have a 1,000 foot buffer distance or zone; most notably, they are San Diego City and County, San Luis Obispo, San Jose, and Long Beach. There are even cities that prohibit commercial cannabis activities, such as the neighboring cities of Rosemead, Temple City, Pico Rivera, Whittier, Industry, West Covina, and Monterey Park. Another thing to note, Measure CM that passed by a slim margin, 53.6% to 46.4%, on the November 2022 general municipal election, allows up to three (3) cannabis businesses in South El Monte. Measure X, which would have allowed up to ten (10) cannabis businesses, did not obtain voter approval in the same November 2022 election. The current South El Monte cannabis zoning map with a 1,000 foot buffer distance allows for four (4) cannabis businesses in Commercial-Manufacturing zones and twelve (12) in Manufacturing zones in South El Monte. Lowering the buffer distance to match the California state standard of 600 feet, will allow for twenty-four (24) cannabis businesses in Commercial-Manufacturing zones and two-hundred fifty (250) in Manufacturing zones in South El Monte. As we evaluate “changing the distance requirement for cannabis in order to align with California state standard,” the city council should consider holding a townhall meeting with experts and organizations that have direct experience with cannabis and the impact cannabis businesses have on a community.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 13.b.

DATE: June 17, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **MAYOR GLORIA OLMOS**

Discussion/Action: Consideration of purchasing benches with handles to be placed at the Community Center.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None