

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



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

## **CITY OF SOUTH EL MONTE**

### **REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL**

#### **REVISED AGENDA**

October 7, 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](mailto:sem.cityclerk@soelmonte.org). Emailed public comments are due by 5:00 p.m., and should be limited to no more than 250 words. Written public comments will be provided to the City Council and will be part of the record but will not be read aloud.

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

#### **LIVE STREAMING OF MEETINGS**

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

#### **AMERICANS WITH DISABILITIES ACT**

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

#### **MEETINGS**

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

## **POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES**

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

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

## **VIEWING OF AGENDA PACKETS**

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

## **ISSUES RELATED TO AGENDA**

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

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

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

## **LEVINE ACT DISCLOSURE**

Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$500 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

## **CONFLICT OF INTEREST**

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

## **AGENDA BEGINS ON THE FOLLOWING PAGE**

**1. ROLL CALL**

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

**2. PLEDGE OF ALLEGIANCE**

Councilmember Manuel Acosta

**3. INVOCATION**

Pastor Patricia Garrett, Faith Dominion Church

**4. PRESENTATIONS**

**4.a.** Certificate of Recognition to Sil Ruiz, South El Monte Librarian, for her dedication and exemplary service to South El Monte residents and the community.

**4.b.** Certificate of Recognition to the Vietnamese Alliance Christian Church of San Gabriel Valley for their 50th Anniversary.

**4.c.** Presentation by National League of Cities (NLC) on the Water and Sewer Service Line Program.

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

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

**6. PUBLIC COMMENT**

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

Consent Calendar next page.

## 7. CONSENT CALENDAR

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

### 7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF SEPTEMBER 2, 2025

Staff is requesting approval of the Minutes for the September 2, 2025, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of the Minutes for the September 2, 2025, Regular City Council Meeting.

### 7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-085, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 3, 2025, THROUGH OCTOBER 7, 2025

Authorizing payment of City expenditures for the period of September 3, 2025, through October 7, 2025, totaling \$3,112,350.26

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-085, authorizing payment of City expenditures.

### 7.c. CONSIDERATION AND APPROVAL OF RESOLUTION No. 25-086, AWARDED AN AGREEMENT TO EMERGENCY PLANNING CONSULTING (EPC) TO PROVIDE CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN AMOUNT NOT TO EXCEED \$140,000

The Federal Disaster Management Act of 2000 (DMA) requires every local, county, and state government to have an approved Local Hazard Mitigation Plan (LHMP), also known as the Plan. In addition to minimizing the impact of major hazard events on the community, completion of the Plan also maintains eligibility for future hazard mitigation funding following any significant disaster. The City of South El Monte is updating the LHMP, which will expire in December of 2026.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-086, awarding an agreement with EPC to provide consulting services to update the City's Local Hazard Mitigation Plan (LHMP) for an amount not to exceed one hundred forty thousand dollars (\$140,000).

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

## CONSENT CALENDAR (CONTINUED)

**7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-087, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE TREEPEOPLE INC.**

The Treepeople Inc. is a nonprofit organization that successfully received a federal grant with USDA Forest Service to plant trees in city right of ways and giveaway trees to the residents of South El Monte.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-087, approving an MOU agreement with Treepeople Inc.

**7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-089, APPROVING A FIRST AMENDMENT TO EXISTING AGREEMENT EXECUTED ON MARCH 21, 2025, FOR PROFESSIONAL SERVICE WITH TIERRA WEST, INC.**

Since March 21st, 2025, TierraWest has been providing economic development services to the city of South El Monte. Staff recommends approving amendment #1 with TierraWest to continue providing economic services in the amount of \$49,500.

**RECOMMENDED ACTION:** Staff recommends approving Resolution No. 25-089 First Amendment with TierraWest Advisors Inc. to provide economic development services.

**8. PUBLIC HEARINGS - None**

**9. GENERAL BUSINESS**

**9.a. CONTINUED FROM THE SEPTEMBER 16, 2025, REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING - CONSIDERATION OF INTRODUCTION OF FIRST READING OF ORDINANCE NO. 1284, AMENDING CHAPTER 2.64 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING WORKING OUT OF CLASS**

Section 2.64.090 of the South El Monte Municipal Code currently authorizes out-of-class compensation but does not address situations where greater adjustments are needed to maintain equity and operational effectiveness. The proposed amendment introduces a third calculation method, providing employees in out-of-class assignments with three alternative methods to ensure fair compensation.

**RECOMMENDED ACTION:** Staff recommends City Council waive first reading and introduce Ordinance No. 1284, an amendment to Municipal Code Section 2.64.090 authorizing the City Manager, at his discretion, to approve a salary increase in excess of five percent (5%) and up to a maximum of ten percent (10%) of an employee's base salary, when such adjustments are in the best interest of the City and consistent with budgetary appropriations.

General Business Item 9.b. next page.

## **GENERAL BUSINESS (CONTINUED)**

### **9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-088 APPROVING A FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH IYOB TESSEMA AS DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT**

The City Manager is asking the City Council to approve a First Amendment to the Employment Agreement between the City of South El Monte ("City") and Iyob Tessema which provides for a five percent (5%) merit-based salary increase effective retroactively to February 13, 2025, and revisions to align Mr. Tessema's benefits with those provided to newly appointed Director-level employees.

**RECOMMENDED ACTION:** The City Manager recommends City Council approve the First Amendment to Iyob Tessema's Employment Agreement contained herein, and adopt the attached Resolution No. 25-088.

### **10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS**

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

### **11. CORRESPONDENCE**

#### **11.a. CORRESPONDENCE FROM THE STREET ART TOURS WYNWOOD BUGGIES INVITING THE CITY OF SOUTH EL MONTE OLYMPICS COMMITTEE, CONSISTING OF COUNCILMEMBERS RUDY BOJORQUEZ, LARRY RODRIGUEZ, AND THE CITY MANAGER, RENE SALAS, TO A WYNWOOD ART DISTRICT TOUR IN MIAMI, FLORIDA, FROM OCTOBER 17-21, 2025**

The City's Olympic Committee has been invited by Christian Romero to visit the Miami Wynwood Arts District. Staff is recommending to allow three committee members, Rudy Borojurquez, Larry Rodriguez and Rene Salas to travel to Miami on an exploratory mission to see if this Art District concept would work for South El Monte.

**RECOMMENDED ACTION:** Staff recommends approving the trip to Miami to explore the possibility of duplicating an Arts District here in South El Monte.

### **12. COUNCILMEMBERS' AGENDA - None**

### **13. CLOSED SESSION**

#### **13.a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Pursuant to California Government Code Sections 54956.9(d)(2) and 54956(e)(1): Three matters.**

**14. ADJOURNMENT**

In memory of Lucio Vargas, city employee crossing guard, and Eduardo V. Retamoza, long-time South El Monte resident.

**NEXT REGULAR CITY COUNCIL MEETING:**

Tuesday, October 21, 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 October 2, 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](http://www.cityofsouthelmonte.org).



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Adrian Garcia, MMC



## City Council Agenda Report

### Agenda Item No. 4.a.

**DATE:** October 7, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** Certificate of Recognition to Sil Ruiz, South El Monte Librarian, for her dedication and exemplary service to South El Monte residents and the community.

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None



## City Council Agenda Report

### Agenda Item No. 4.b.

**DATE:** October 7, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:**

**SUBJECT:** Certificate of Recognition to the Vietnamese Alliance Christian Church of San Gabriel Valley for their 50th Anniversary.

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None



## City Council Agenda Report

### Agenda Item No. 4.c.

**DATE:** October 7, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Jason Espejo, Public Works Analyst

**SUBJECT:** Presentation by National League of Cities (NLC) on the Water and Sewer Service Line Program.

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**SUMMARY:** Received a presentation from NLC regarding a water and sewer service line program.

**RECOMMENDED ACTION:** Receive, file, and direct staff accordingly.

**FISCAL/FINANCIAL IMPACT:** No cost to the City to participate in the program.

**DISCUSSION:** The NLC Service Line Warranty Program, offered by Utility Service Partners (a HomeServe company) in collaboration with the National League of Cities, helps educate homeowners about their responsibility for service lines and offers financial protection against unexpected repair costs.

**ATTACHMENT(S):**

- A. NLC Service Line Program Presentation - South El Monte

# NLC Service Line Warranty Program

by



Bill Coffey  
Regional Director, Business Development  
Bill.Coffey@homeserveusa.com  
503-597-9171 (cell)



# NLC Service Line Warranty Program by HomeServe



Offering services for over 20 years



4.8 out of 5 stars customer satisfaction



Program endorsed since 2010

*“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”*

Clarence Anthony, Executive Director  
National League of Cities



## HomeServe Key Statistics\*

- Over **5 million** customers
- Over **9 million** plans
- Over **1,300** municipal and utility partnerships
- Job serviced **every 43 seconds**
- Customer savings to date: **over \$2 Billion**

\* As of January 2023



# Aging Infrastructure

Challenging for cities and homeowners

## Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

## Out of sight, out of mind

- Water lines located outside, usually underground

## Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

## Common homeowner misconceptions

- City is responsible for maintenance of water and sewer lines on their property
- Repairs are covered by their homeowner's policy



# Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them about repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



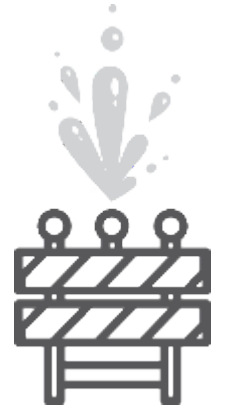
56% of Americans can't cover a \$1,000 emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported having \$500 or less or no money set aside for a home repair emergency. (Harris Poll/HomeServe 2021)



# Solution for Municipalities and their Residents



## Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs



Educates residents about their responsibility for exterior lines



## Municipality



Reduces calls to the City



Timely repairs reduce water loss from line breaks and use of local contractors infuses money into the local economy



Turnkey program - provides all marketing, billing, claims and customer service



No cost to the City to participate

# NLC Service Line Warranty Program

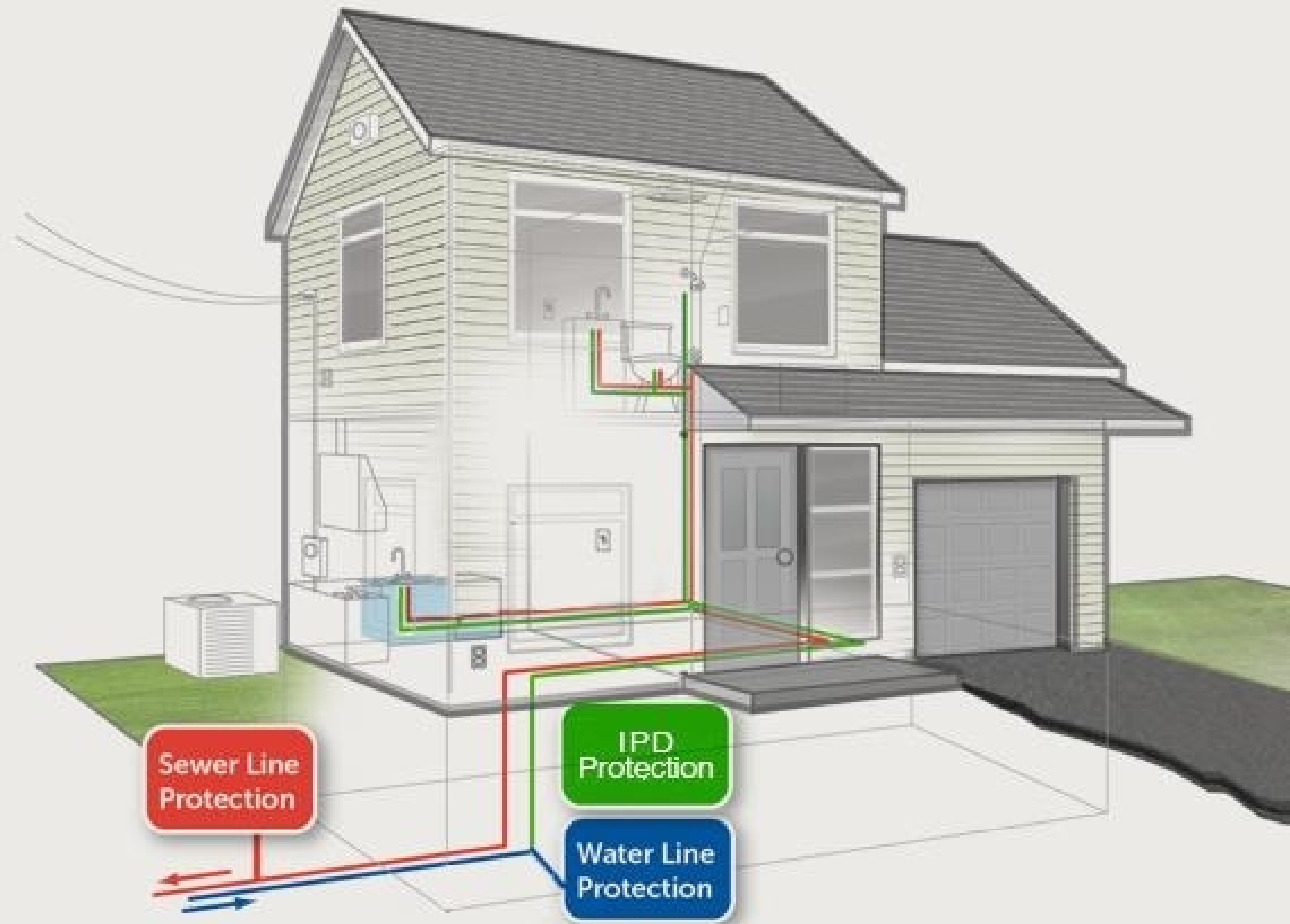
by



Endorsed by



CITIES STRONG TOGETHER

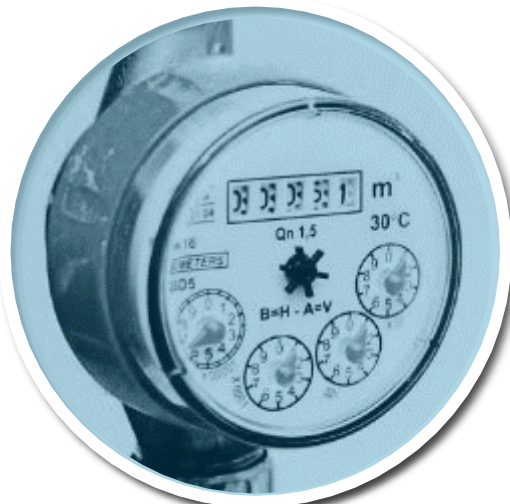


# We Deliver Peace of Mind



## SEWER LATERAL COVERAGE

Up to \$8,500 coverage per incident to repair/replace broken, cracked, or clogged exterior lines  
\$9.49/mo



## WATER LINE COVERAGE

Up to \$8,500 coverage per incident to repair/replace broken, cracked, or clogged exterior lines  
\$5.49/mo



## IN-HOME PLUMBING COVERAGE

Up to \$3,000 coverage per incident on all interior water, sewer, and drain lines inside the home after point of entry  
\$18.49/mo



Toll-free emergency number available 24 hours a day, 365 days a year to schedule a repair



Guaranteed repairs



Locally based, fully licensed and vetted contractors



Quality control to ensure exceptional customer experience



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



No pre-inspection required

# Homeowner Education

- No public funds used in the marketing, distribution, or administration of program
- Direct mail only – up to 3 mailing campaigns per year
- City must review and approve marketing material before each and every campaign
- Marketing clearly states City does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, telephone or web



# Current California Participants (34)

City of Antioch  
City of Chula Vista  
City of Claremont  
City of Culver City  
City of Daly City  
City of Duarte  
City of Fillmore  
City of Fresno  
City of Gustine  
City of Imperial Beach  
City of Laguna Beach  
City of La Habra  
City of La Puente  
City of Rialto  
City of San Diego  
City of Santa Paula  
City of Stockton

City of Vallejo  
City of West Covina  
City of Yuba City  
Town of Yountville  
Alameda County Water District  
California Water Service Company  
Contra Costa Water District  
Crestline Village Water District  
Diablo Water District  
East Valley Water District  
Golden State Water Company  
Great Oaks Water Company  
Liberty Utilities Park Water & Apple Valley  
Rincon del Diablo Water District  
San Bernardino Municipal Water District  
San Jose Water Company  
Woodlands Municipal Water District



# NLC Service Line Warranty Program Summary

The NLC Service Line Program helps residents understand their lateral line responsibilities *before* they have an unexpected issue and allows them to choose how they wish to prepare for these potentially expensive incidents. Our program increases the quality of life within your community by helping residents when they need it the most, while also reducing the number of distress calls made to the City.



# Our Promise:

We will be a trusted steward of your brand and reputation.

## Questions?

For more information contact:

**Bill Coffey**

**Regional Director**

**[Bill.Coffey@homeserveusa.com](mailto:Bill.Coffey@homeserveusa.com)**

Cell: (503) 597-9171





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

**DATE:** October 7, 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 SEPTEMBER 2, 2025

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**SUMMARY:** Staff is requesting approval of the Minutes for the September 2, 2025, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of the Minutes for the September 2, 2025, Regular City Council Meeting.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

A. DRAFT Reg CC Minutes 09-02-25

**CITY OF SOUTH EL MONTE**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
Tuesday, September 2, 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, City Attorney; Adrian Garcia, City Clerk; Masami Higa, Director of Finance; Ariana De La Cruz, Director of Community Services; Iyob Tessema, Director of Human Resources and Risk Management; Danilo Batson, Interim Director of Public Works; Gerardo Marquez, Interim Director of Community Development; and Sabrina Muhne, Deputy City Clerk.

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

**2. PLEDGE OF ALLEGIANCE – Mayor Olmos led the Pledge of Allegiance.**

**3. INVOCATION – Pastor Patricia Garrett, Faith Dominion Church, offered the invocation.**

**4. PRESENTATIONS**

**4.a.** Mayor and City Council presented Certificates of Recognition to the South El Monte High School Internship participants for successfully completing the 9-week internship program.

**4.b.** Mayor and City Council presented a Certificate of Recognition, and Captain Meza, Temple Sheriff's Station, expressed appreciation to Mr. Alan Izadi and Mrs. Julia Panasiti, Hot and Cold Plumbing Inc., for being leaders in the community and for their outstanding generosity to the Los Angeles County Sheriff's Department during the wildfire emergencies and periods of civil unrest.

**4.c.** Mayor and City Council presented a Certificate of Recognition to the owners of El Paisano Restaurant for their thirty-three years of business in the City.

**4.d.** Mayor and City Council presented a "Hero Award" Certificate of Recognition to Emely Gomez, Manuel Acosta, Tammy Ann Acosta, and Alexis Acosta.

## PRESENTATIONS (CONTINUED)

4.e. Ms. Sil Ruiz, Librarian, South El Monte Library, provided a presentation on the South El Monte Library Resources and Programs.

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

Mayor Olmos requested to move Agenda Item 12.b. to be heard after Public Comment.

Staff requested to continue Agenda Item 9.a. to a date uncertain to allow staff to provide more data and information.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to approve the agenda as amended. Motion passed 3-2, by the following vote:

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

### 6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Patricia Saucedo, resident, expressed concerns on Agenda Item 9.a., spoke on "Community Focus" posted on the City's website, asked questions on the city council selection process, and on the honey oil explosion federal investigation.
2. Dr. Julia Ruedas, Senior Project Manager & Policy Analyst, L.A. General Medical Center Foundation Wellness Center, spoke in support of Agenda Item 12.b.
3. Anahy Alcantara, Community Ambassador, L.A. General Medical Center Foundation, spoke in support of Agenda Item 12.b.
4. Rebecca Diaz, community member, expressed concerns on Agenda Item 9.a.
5. Vincent Diaz, community member, expressed concerns on Agenda Item 9.a.
6. Manuela Saldana, spoke in support of Agenda Item 12.b.
7. Ruby Rose Yopez, Valle Lindo School District Board of Education Trustee, thanked the City for continuous support and presence at school events.

## **PUBLIC COMMENT (CONTINUED)**

8. Kimberly Valencia, resident, expressed concerns on Agenda Item 9.a.
9. Tony Ozaeta, expressed concerns on Agenda Item 9.a.
10. Eve Ramos, resident, requested information on how questions can be directed to the City Council, and expressed concerns on Agenda Item 9.a.
11. Eduardo Saucedo, spoke on attorney fees used to fight Measure CM, other use of funds, and spoke on Agenda Item 9.a.
12. Frank Dieguez, resident, expressed concerns on Agenda Item 9.a. and spoke on the Conflict of Interest statement on the agenda.
13. Roseanne Angel, resident, expressed concerns on Agenda Item 9.a.
14. Arthur John Kingsbury Aceves, resident, expressed concerns on Agenda Item 9.a.
15. John Ventura, resident, spoke on cannabis, a honey oil warehouse explosion at Potrero and Enloe, expressed concerns on Agenda Item 9.a., and spoke on prior city council decisions.
16. Hortencia Vasquez, resident and Community Services Commissioner, expressed concerns on Agenda Item 9.a.
17. Daniel Anaya, New Beginnings Community Church, expressed concerns on Agenda Item 9.a.
18. Maria Heng, resident, expressed concerns on Agenda Item 9.a.
19. Monica Ramos, resident, expressed concerns on Agenda Item 9.a.
20. Cecilia Hernandez, resident, expressed concerns on Agenda Item 9.a.
21. Rose Saucedo, former resident, spoke on cannabis, businesses in the city, and holding a Town Hall for cannabis.
22. Jessica Bates, resident, expressed concerns on Agenda Item 9.a.
23. Deputy Ko announced his promotion to Detective in the Temple Sheriff's Station.

Mayor Pro Tem Delgado provided brief comments in response to the comments received.

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

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

**12.a. MAYOR GLORIA OLMOS**

1. Consideration of conducting a town hall meeting to bring awareness and fight drug abuse for the use of Fentanyl, Nitazene, and NAS in collaboration with the Wellness Center, LAC+USC Medical Center Foundation.

Mayor Olmos summarized her item and requested a vote to hold a Town Hall on this topic.

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to hold a Town Hall to bring awareness and fight drug abuse on the use of Fentanyl, Nitazene, and NAS. 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 Councilmember Bojorquez, seconded by Mayor Pro Tem Delgado, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

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

- 7.a.** Adopted Resolution No. 25-072, authorizing payment of City expenditures for the period of July 16, 2025, through September 2, 2025, totaling \$4,789,695.89.
- 7.b.** Adopted Resolution No. 25-073, amending the City of South El Monte's Purchasing Manual.
- 7.c.** Approved the RFP for comprehensive managed information technology services and authorized staff to solicit proposals.
- 7.d.** Adopted Resolution No. 25-074, approving the City's 2025 Title VI Program to reaffirm the City meets the requirements set forth in the FTA's Title VI Circular 4702.1B.
- 7.e.** Adopted Resolution No. 25-075, approving the Ground Lease Agreement between the City of South El Monte and the United States Postal Services, and authorized the City Manager or his designee to negotiate and execute the agreement.

## CONSENT CALENDAR (CONTINUED)

- 7.f. Adopted Resolution No. 25-076, amending the effective date of the medical opt-out benefit from January 1, 2026, to January 1, 2025.
- 7.g. Approved the rejection of all proposals received for Infrastructure Valuation Services in Accordance with GASB 34 and 51, and to republish the RFP.
- 7.h. Adopted and approved the plans and specifications for the FY 25-26 Pavement Rehabilitation Project, approved Resolution No. 25-077, awarding the FY 25-26 Pavement Rehabilitation Project contract to the lowest responsible bidder in an amount of \$1,963,000 to Onyx Paving Company, Inc., authorized the City Manager to execute the contract, and authorized twenty percent (20%) of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

### 8. PUBLIC HEARINGS – None

### 9. GENERAL BUSINESS

#### 9.a. CONTINUED FROM THE JULY 1, 2025, REGULAR CITY COUNCIL MEETING - UPDATE ON CANNABIS BUFFER ZONE MAPS

*This item was continued to a date uncertain.*

#### 9.b. GENERAL FUND RESERVE POLICY STUDY SESSION

Mayor Olmos introduced the item and Masami Higa, Director of Finance, provided a presentation.

This item was received and filed.

#### 9.c. **CONSIDERATION AND APPROVAL OF THE 2025 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZING TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRIBUTION OF DONATION LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY**

**Motion** by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to approve the 2025 "Christmas Wish Toy Giveaway" event donation letter, to authorize including the City Councilmembers' signatures, and to authorize distributing the donation letters to the South El Monte business community. 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

## GENERAL BUSINESS (CONTINUED)

### 9.d. CONSIDERATION AND APPROVAL OF THE MANAGEMENT OF FUNDS RAISED THROUGH THE FLAGS OF VALOR PROGRAM

Mayor Olmos introduced the item, and Ariana De La Cruz, Director of Community Services, presented a report.

**Motion** by Councilmember Bojorquez, seconded by Councilmember Acosta, to approve the City collecting, managing, and directly distributing the funds to support local veterans. 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

### 9.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-078, CONSENTING TO THE APPOINTMENT OF GERARDO MARQUEZ AS DIRECTOR OF COMMUNITY DEVELOPMENT & PUBLIC WORKS AND APPROVAL OF DIRECTOR OF COMMUNITY DEVELOPMENT & PUBLIC WORKS EMPLOYMENT AGREEMENT

Mayor Olmos introduced the item, and Rene Salas, City Manager, presented a report.

Iyob Tessema, Director of Human Resources and Risk Management, responded to questions on the recruitment process, and Gerardo Marquez, Interim Director of Community Development, spoke on his prior experience and background.

**Motion** by Councilmember Rodriguez, seconded by Councilmember Bojorquez, to adopt Resolution No. 25-078, approving the employment agreement between the City and Gerardo Marquez for the position of Director of Community Development & Public Works, and to authorize the Mayor to execute the employment agreement. Motion passed 5-0, by the following vote:

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

## 10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the Community Bike Rides, the Summer Night Markets, the Movies in the Park, the Unity in the Community event, National Night Out, the South El Monte Jets opening day, Congressman Gil Cisneros' Medicare Town Hall, the Valle Lindo School District's New Temple Elementary School playground ribbon-cutting ceremony, and the National Association of Latino Elected Officials (NALEO) Annual Conference.

## COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS (CONTINUED)

Councilmember Bojorquez announced he attended the following: the Summer Night Markets, the Senior Center Birthdays Social, LA28 Olympic Committee Meetings, the Community Bike Rides, City Dodger Night, the Homeless Commission Meeting, the Senior Center Prom Luncheon, and Congressman Gil Cisneros' Medicare Town Hall.

Mayor Pro Tem Delgado announced he attended the following: the Summer Night Markets, the Senior Center Prom Luncheon, the Foothill Transit Governing Board Meeting, Congressman Gil Cisneros' Medicare Town Hall, National Night Out, the Greater Los Angeles County Vector Control District Board of Trustees Meeting, and the South El Monte High School Eagles home game.

Councilmember Rodriguez announced he attended the following: the Homeless Commission Meeting, LA28 Olympic Committee Meetings, Congressman Gil Cisneros' Medicare Town Hall, and the California Contract Cities Association Legislative Committee Meeting.

Mayor Olmos announced she attended the following: the Summer Night Markets, the Movies in the Park, National Night Out, the Senior Center Prom Luncheon, the Valle Lindo School District's New Temple Elementary School playground ribbon-cutting ceremony, the Unity in the Community event, the South El Monte Jets opening day, Congressman Gil Cisneros' Medicare Town Hall, the Senior Center Birthdays Social, the Los Angeles County Sanitation District No. 15 Board of Directors Regular Meeting, and the San Gabriel Valley Council of Governments (SGVCOG) Governing Board Regular Meeting.

### 11. CORRESPONDENCE – NONE

### 12. COUNCILMEMBERS' AGENDA

#### 12.a. COUNCILMEMBER MANUEL ACOSTA

1. Installation of Surveillance Camera and Listening Device in the Councilmembers' Office.

Councilmember Acosta summarized his item and directed questions to the City Manager.

Discussion topics included the intent of the recordings, security risks, theft and crime prevention, the council's prior vote to install additional cameras, expectations of privacy, transparency, laws about recording without permission, camera location, additional cameras, and executive privilege.

**Motion** by Councilmember Acosta, to remove the surveillance camera with audio attachments from the councilmember's office.

## COUNCILMEMBERS' AGENDA (CONTINUED)

### Item 12.a.1.

**Substitute motion** by Mayor Olmos, seconded by Councilmember Acosta, to move the camera to the middle office. Motion failed 2-3, by the following vote:

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

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

ABSENT: Councilmember(s): None

**Substitute Motion** by Mayor Pro Tem Delgado to add two cameras to the Mayor's office and to the center office.

**Substitute motion** by Councilmember Rodriguez, seconded by Mayor Olmos, to continue this item to a future meeting.

Mayor Pro Tem Delgado withdrew his motion, and no votes were taken on either motion. No further action was taken on this item.

### 2. Update on the New Public Safety Officer Contract.

Councilmember Acosta summarized his item and directed questions to staff on the status of the new public safety officers and the RFP.

This item was received and filed.

### 12.b. MAYOR GLORIA OLMOS

This item was heard before the Consent Calendar.

### 13. CLOSED SESSION

At 9:37 p.m., Mayor and City Council recessed into Closed Session.

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

**13.b. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION,**  
Pursuant to California Government Code Sections 54956.9(d)(2) and  
54969(e)(1): One matter

**13.c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Pursuant to Government Code Section 54957 Title: City Manager

At 9:58 p.m., Mayor and City Council voted unanimously to extend the meeting past 10 p.m.

At 11:23 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

**CLOSED SESSION (CONTINUED)**

Susie A. Altamirano, City Attorney, announced City Council discussed Items 13.a. through 13.c., reports were provided, feedback was given, and there was no reportable action.

**14. ADJOURNMENT**

There being no further business coming before this body, at 11:23 p.m., Mayor Olmos adjourned the meeting in honor of Eddie Rozuk, Jr., to a Regular City Council Meeting on Tuesday, September 16, 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:** October 7, 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. 25-085, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 3, 2025, THROUGH OCTOBER 7, 2025

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**SUMMARY:** Authorizing payment of City expenditures for the period of September 3, 2025, through October 7, 2025, totaling \$3,112,350.26

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-085, authorizing payment of City expenditures.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

- A. Resolution No. 25-085
- B. Expense Approval Report 10.7.25

**ATTACHMENT A**

RESOLUTION NO. 25-085

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF SEPTEMBER 3, 2025, THROUGH OCTOBER 7, 2025, TOTALING \$ 3,112,350.26.

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

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

\_\_\_\_\_  
Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 25/26	Electronic Warrants	9/3/25-10/7/25	DFT0002989-3069	\$703,246.28
FY 25/26	Regular Warrants	9/3/25-10/7/25	17125-17309	\$1,811,169.15
Payroll	Direct Deposit	PPE 8/30/25	11017-11143	\$191,856.78
Payroll	Check	PPE 8/30/25	2255-2259	\$4,462.73
Payroll	Direct Deposit	PPE 9/13/25	11144-11266	\$190,668.41
Payroll	Check	PPE 9/13/25	2260-2264	\$14,357.58
Payroll	Direct Deposit	PPE 9/27/25	11267-11393	\$190,866.67
Payroll	Check	PPE 9/27/25	2265-2271	\$5,722.66

TOTAL EXPENDITURES RESOLUTION NO. 25-085 \$3,112,350.26

**PASSED, APPROVED, AND ADOPTED** this 7th day of October 2025.

\_\_\_\_\_  
Gloria Olmos, Mayor

ATTEST:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-085, 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 7th day of October 2025, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Adrian Garcia, MMC, City Clerk



South El Monte, CA

## ATTACHMENT B

## Warrant Register Council Meeting 10/07/25

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	17125	08/28/2025	AUG'25 MISC	594.00
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	17125	08/28/2025	AUG'25 ADMIN	1,748.00
01.0170.1710.5520	PLUMBING HEROES LLC	17126	08/28/2025	SEWER HYDROJET NSPECTION/ CHALL	2,200.00
01.0170.1710.5520	PLUMBING HEROES LLC	17126	08/28/2025	SEWER CAMERA INSPECTION/ CHALL	600.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17127	08/28/2025	R.R GARNISHMENT PPE 8/16/25	586.61
01.0000.0000.2240	VONS CREDIT UNION	17128	08/28/2025	AUG'25	111.00
01.0150.1530.5952	ANDY PEREZ	17129	09/02/2025	EQUIP RENTAL/ GRANDPARENT DAY LUNCHEON	1,300.00
01.0100.1010.5910	MANUEL ACOSTA	17130	09/02/2025	SEPT'25 FALL EDUCATIONAL SUMMIT/ PER DIEM	336.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	17131	09/02/2025	7/15-8/15/25 1946 MERCED AVE	2,252.25
01.0130.1330.5715	T-MOBILE USA INC	17132	09/02/2025	PHONES PURCHASE CREDIT	(2,690.00)
01.0130.1330.5715	T-MOBILE USA INC	17132	09/02/2025	7/21-8/20/25 CITY CELL PHONES	2,986.85
01.0000.0000.2224	STANDARD INSURANCE	17133	09/04/2025	SEPT'25 LIFE AD&D & SUPPLEMENTAL	436.66
01.0000.0000.2225	STANDARD INSURANCE	17134	09/04/2025	SEPT'25 LIFE AD&D	5,562.90
01.0000.0000.4560	ALEJANDRA REYES	17135	09/10/2025	SWIMMING LESSON REFUND	30.00
01.0151.1545.5430	ALLIANT INSURANCE SERVICES	17136	09/10/2025	7/31/25 NIGHT MARKET INSURANCE	463.00
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	ELECTRIC AIR DUSTER/ CREDIT REFUND	(120.45)
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	WALL CALENDAR	7.35
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	DEPARTMENT CLEANING SUPPLIES REFUND	(120.48)
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	ELECTRIC AID DUSTER	105.20
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	UNIFORMS/PPE VISORS	132.80
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	BUSINESS CARD BOOK HOLDER	12.61
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	ARM SLEEVES CREDIT REFUND	(31.93)
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	LARGE SEAT SOFT FOAM CUSHION REFUND	(18.82)
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	ADJUSTABLE STANDING DESKS	294.58
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	ETHERNET CABLE	31.42
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	GRANDPARENTS DAY BANNER	66.00
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	DEPT OFFICE SUPPLES	75.22
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	DEPARTMENT CLEANING SUPPLIES	120.48
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	CRAFT SUPPLIES	37.71
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	PROM SUPPLIES	84.15
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	TICKET DISPENSER/ EVENTS	89.10
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	IT SUPPLIES/ SCTR	75.28
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	FLAG POLE TOPS	324.72
01.0150.1540.5406	AMAZON CAPITAL SERVICES, INC	17137	09/10/2025	CELL PHONE CHARGERS	13.16
01.0130.1330.5931	AMOBIOUS GROUP INC	17138	09/10/2025	PASSPORT SCHEDULING SOFTWARE	810.00
44.0800.8010.5525	ANDY TRUONG	17139	09/10/2025	#16 NEW ALTERNATOR	665.31
01.0170.1520.5914	AREA D	17140	09/10/2025	FY '25 - '26 - RESIDENTIAL POPULATION DUE	1,556.88
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	17141	09/10/2025	#53 LED SAFETY LIGHT BAR	2,873.50
01.0170.1770.5525	AUTOZONE	17142	09/10/2025	#15 RGT REAR TAILLIGHT REPAIR	34.78
01.0170.1770.5525	AUTOZONE	17142	09/10/2025	#26 CORE RETURN	(22.00)
01.0170.1770.5525	AUTOZONE	17142	09/10/2025	#8 NEW WIPER BLADES	39.85
01.0170.1770.5525	AUTOZONE	17142	09/10/2025	TOW HITCH & LOCKS	287.78
01.0170.1770.5525	AUTOZONE	17142	09/10/2025	TOW HITCH LOCKS	74.09

01.0170.1770.5525	AUTOZONE	17142	09/10/2025	GATE REMOTE BATTERIES	38.63
01.0170.1020.5515	BASE HILL, INC.	17143	09/10/2025	AUG'25 JANITORIAL SVCS	8,335.00
01.0170.1020.5515	BASE HILL, INC.	17143	09/10/2025	AUG'25 SCTR SPECIAL EVENTS CLEANING	700.00
01.0170.1710.5520	BASE HILL, INC.	17143	09/10/2025	LOGO MAT CLEANING CHALL	150.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	17144	09/10/2025	JULY'25 TRAFFIC SIG RESPONSE	17,069.00
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	17144	09/10/2025	JULY'25 TRAFFIC SIG ROUTINE	2,225.00
01.0000.0000.2510	BUREAU VERITAS NORTH AMERICAN INC.	17145	09/10/2025	JULY '25 - KB HOME INSPECTOR SVCS	8,820.00
01.0130.1330.5931	CIVICPLUS, LLC	17146	09/10/2025	JULY'25-JUNE'26- ANNUAL FEES	17,494.68
01.0100.1050.5936	CONCENTRA	17147	09/10/2025	5/7-5/13/25 NEW HIRE PHYSICALS	2,860.00
01.0100.1050.5936	CONCENTRA	17147	09/10/2025	8/21-8/22/25 NEW HIRE PHYSICALS	520.00
01.0000.0000.2510	CSG CONSULTANTS, INC	17148	09/10/2025	JULY '25 - PROF SVCS - 825 LEXINGTON GALLATIN	680.00
01.0150.1505.5952	CYNTHIA MARIE GARCIA	17149	09/10/2025	WOMEN'S EMPOWERMENT EVENT/ PHOTO SVCS	500.00
01.0160.1610.5520	DDC ELECTRIC SUPPLY, INC.	17150	09/10/2025	DRIVEWAY LIGHTS CCTR	365.41
01.0160.1630.5520	DDC PLUMBING SUPPLY, INC.	17151	09/10/2025	FLUSH VALVES /MCTR	105.39
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17152	09/10/2025	MILK/ CI NUTR PRGM	395.79
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17152	09/10/2025	MILK/ CII NUTR PRGM	43.97
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17152	09/10/2025	MILK/ CI NUTR PRGM	369.41
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17152	09/10/2025	MILK/ CII NUTR PRGM	41.04
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17152	09/10/2025	MILK/ CI NUTR PRGM	52.78
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17152	09/10/2025	MILK/ CII NUTR PRGM	5.86
44.0800.8010.5525	DWS TIRES	17153	09/10/2025	RT REAR TIRE REPAIR	45.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	17154	09/10/2025	8/21 PEST CONTROL SCTR	325.00
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	17154	09/10/2025	8/28 PEST CONTROL SCTR	325.00
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	17154	09/10/2025	8/21 PEST CONTROL YARD	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	17154	09/10/2025	8/21 PEST CONTROL CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	17154	09/10/2025	8/21 PEST CONTROL CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	17154	09/10/2025	9/4 PEST CONTROL SCTR	341.15
01.0170.1720.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	17155	09/10/2025	GATE REMOTES	68.67
01.0000.0000.4560	ELIZABETH ACOSTA	17156	09/10/2025	SWIMMING LESSON REFUND	30.00
37.0670.6720.5977	EWING IRRIGATION	17157	09/10/2025	SANTA ANITA MEDIAN IRR. REPAIRS	280.22
01.0160.1650.5520	EWING IRRIGATION	17157	09/10/2025	WATER HOSE NOZZLES	25.70
01.0160.1660.5520	EWING IRRIGATION	17157	09/10/2025	WATER HOSE NOZZLES	25.70
01.0160.1670.5520	EWING IRRIGATION	17157	09/10/2025	WATER HOSE NOZZLES	25.70
01.0170.1750.5520	EWING IRRIGATION	17157	09/10/2025	HERBICIDE/HAMMER	267.34
01.0170.1770.5525	FORD OF MONTEBELLO	17158	09/10/2025	#8 INSTAL TAILGATE INSERT	16.52
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	17159	09/10/2025	EQUIP SUPPS	146.08
44.0800.8010.5525	GM BROTHERS	17160	09/10/2025	#38 4 NEW TIRES	956.88
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	17161	09/10/2025	8/11-8/21/25 MUNI TEMP SVCS/ HR ANALYST	6,004.00
01.0140.1410.5204	GRACIE H. RETAMOZA	17162	09/10/2025	AUG'25 - PC MEETING	150.00
01.0160.1660.5520	GRAINGER	17163	09/10/2025	PHOTOCONTROL TURNLOCK	81.87
01.0160.1660.5520	GRAINGER	17163	09/10/2025	PHOTOCELL FOR DRIVEWAY	116.73
01.0170.1710.5520	GRAINGER	17163	09/10/2025	PHOTOCONTROL LOCKING CIVIC CENTER	233.47
01.0170.1020.5962	GRAINGER	17163	09/10/2025	SMALL TOOL TESTER	50.24
01.0170.1710.5520	GRAINGER	17163	09/10/2025	STRIKER CHALL DOOR	209.69
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	PULL PLUGS CCTR	34.24
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	REPAIR NUTS & SCREWS CCTR	9.93
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	KEYS FOR SHIVLEY PARK	22.54
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	MISC REPAIR SUPPS	4.24
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	KEYS FOR NTP	11.27
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	DOOR LEVER RTN PSO OFFICE RFND	(80.65)
01.0160.1640.5425	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	POOL SUPPS	35.34

01.0151.1545.5499	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	MISC REPAIR SUPP NM	15.43
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	MTNC SUPPLIES CREDIT RFND	(43.04)
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	CAMERA SUPPS	98.21
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	FRONT DESK CHALL INTERNET CABLES	45.27
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	CAMERA INSTALL SUPPS	19.88
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	LOCK & KEY FOR HR OFFICE	32.39
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	17164	09/10/2025	KEYS/TAPE/LOCK TAPE	37.49
01.0160.1640.5425	HASA INC.	17165	09/10/2025	7/2 CHEMICAL DELIVERY	940.71
01.0160.1640.5425	HASA INC.	17165	09/10/2025	7/9 CHEMICAL DELIVERY	1,059.16
01.0160.1640.5425	HASA INC.	17165	09/10/2025	8/20 CHEMICAL DELIVERY	562.91
01.0160.1640.5425	HASA INC.	17165	09/10/2025	8/27 CHEMICAL DELIVERY	706.36
01.0160.1640.5425	HASA INC.	17165	09/10/2025	8/31 CHEMICAL DELIVERY	490.17
01.0160.1640.5520	HASA INC.	17165	09/10/2025	EMEC PUMP REPAIRS	1,795.80
06.0300.3010.5215	HUNTINGTON CULINARY	17166	09/10/2025	8/4-8/9/25 MEALS/ CI NUTR PRGM	6,210.00
06.0300.3010.5440	HUNTINGTON CULINARY	17166	09/10/2025	8/4-8/9/25 MEALS/ SATURDAY MEALS	1,363.75
06.0300.3020.5215	HUNTINGTON CULINARY	17166	09/10/2025	8/4-8/9/25 MEALS/ CII NUTR PRGM	671.55
06.0300.3010.5215	HUNTINGTON CULINARY	17166	09/10/2025	8/11-8/16/25 MEALS/ CI NUTR PRGM	6,152.50
06.0300.3010.5440	HUNTINGTON CULINARY	17166	09/10/2025	8/11-8/16/25 MEALS/ SATURDAY MEALS	1,277.50
06.0300.3020.5215	HUNTINGTON CULINARY	17166	09/10/2025	8/11-8/16/25 MEALS/ CII NUTR PRGM	695.75
06.0300.3010.5215	HUNTINGTON CULINARY	17166	09/10/2025	8/18-8/23/25 MEALS/ CI NUTR PRGM	7,313.25
06.0300.3010.5440	HUNTINGTON CULINARY	17166	09/10/2025	8/18-8/23/25 MEALS/ SATURDAY MEALS	1,611.00
06.0300.3020.5215	HUNTINGTON CULINARY	17166	09/10/2025	8/18-8/23/25 MEALS/ CII NUTR PRGM	653.40
01.0160.1650.5520	INDUSTRIAL PIPE & STEEL	17167	09/10/2025	PLATE REPAIR BBQ GRILL	26.80
01.0140.1410.5204	JACQUELINE RUBIO	17168	09/10/2025	AUG'25 - PC MEETING	150.00
01.0160.1610.5520	JCL TRAFFIC SERVICES	17169	09/10/2025	GAS SHUT OFF PLATE	33.06
01.0160.1620.5520	JCL TRAFFIC SERVICES	17169	09/10/2025	GAS SHUT OFF PLATE	33.06
01.0160.1630.5520	JCL TRAFFIC SERVICES	17169	09/10/2025	GAS SHUT OFF PLATE	33.06
01.0160.1640.5520	JCL TRAFFIC SERVICES	17169	09/10/2025	GAS SHUT OFF PLATE	33.07
01.0170.1710.5520	JCL TRAFFIC SERVICES	17169	09/10/2025	GAS SHUT OFF PLATE	33.07
01.0170.1720.5520	JCL TRAFFIC SERVICES	17169	09/10/2025	GAS SHUT OFF PLATE	33.08
01.0170.1020.5962	JCL TRAFFIC SERVICES	17169	09/10/2025	24 MAINT ORANGE CONES	309.49
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	17170	09/10/2025	AUG'25 PC MEETING	150.00
01.0170.1720.5406	JORGE A PULIDO ARRIERO	17171	09/10/2025	9/4 DRINKING WATER/ YARD	102.35
01.0140.1410.5204	KENNETH EUEKHEANG TANG	17172	09/10/2025	AUG'25 PC MEETING	150.00
01.0160.1640.5520	L.A. COUNTY FIRE DEPARTMENT	17173	09/10/2025	FY 25-26 -HAZ MAT PRGM/ POOL	665.00
01.0170.1710.5520	L.A. COUNTY FIRE DEPARTMENT	17173	09/10/2025	HAZ MAT TANKS PROGRAM CHALL	1,191.00
01.0140.1410.5204	LEONEL A. BARRERA JR	17174	09/10/2025	AUG'25 PC MEETING	150.00
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	POOL WATER TESTING SUPP	147.38
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	POOL CHEM TESTING SUPP	113.92
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	POOL TILE CLEANING SUPP	267.80
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	POOL CHEM TESTING KITS	231.61
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	CHEM TESTING SUPP POOL	384.54
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	MEASURING CUP FOR CHEM	7.66
01.0160.1640.5425	LESLIE'S POOL SUPPLIES INC.	17175	09/10/2025	CHEM TESTING SUPP	190.26
01.0000.0000.4250	LIFETIME SOLUTIONS INC	17176	09/10/2025	RES-PLM-25-136/ PERMIT REFUND	62.00
01.0130.1310.5215	MARIBEL LARIOS	17177	09/10/2025	QRTLTY ACCOUNTING PROFESSIONAL SVCS	1,250.00
01.0160.1650.5520	MCMASTER-CARR SUPPLY CO.	17178	09/10/2025	PADLOCKS/ SHIVLEY	563.86
36.0360.3600.5204	MICHAEL SHORT	17179	09/10/2025	AUG'25 - HOMELESS COMMISSION MTG	150.00
01.0000.0000.4560	MIGUEL TORO	17180	09/10/2025	SWIMMING LESSON REFUND	20.00
55.0495.4970.5996	MNS ENGINEERS, INC	17181	09/10/2025	MARCH '25 - PROFFESIONAL SVCS.	3,195.00
55.0495.4970.5996	MNS ENGINEERS, INC	17181	09/10/2025	APR-JUNE'25 - PROFESSIONAL SVCS	11,005.00

55.0495.4970.5996	MNS ENGINEERS, INC	17181	09/10/2025	JULY '25 - PROFFESIONAL SVCS	1,155.00
01.0130.1330.5215	MODERN IT, INC	17182	09/10/2025	SEPT'25 MANAGED SVCS	13,530.00
01.0130.1330.5215	MODERN IT, INC	17182	09/10/2025	SEPT'25 OOFICE 365	6,457.28
44.0800.8020.5215	NADA BUS, INC.	17183	09/10/2025	8/13/25 SR SVCS EXCURSION/ OC FAIR	1,605.00
01.0170.1770.5525	NAPA AUTO PARTS	17184	09/10/2025	EOC NEW BATTERIES	786.65
01.0170.1770.5525	NAPA AUTO PARTS	17184	09/10/2025	EOC BATTERY RETURN	(141.29)
01.0150.1530.5406	NEW SIGN SOLUTION, INC.	17185	09/10/2025	SIGNAGE/ SCTR	204.88
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17186	09/10/2025	JULY '25 COMM DEVELOPMENT SVCS	3,520.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17186	09/10/2025	JULY '25 - PLANNING DEPT SVCS	5,024.00
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	17187	09/10/2025	STREET SIGN POLES ST/RD MNTC	2,458.65
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	17187	09/10/2025	STREET SIGN POSTS ST/RD MNTC	2,062.72
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	17187	09/10/2025	LOMA ST ST/RD MNTC	1,555.91
01.0151.1545.5430	PARTY PRONTO	17188	09/10/2025	8/28/25 NIGHT MARKET/ EQUIP RENTALS	1,468.00
01.0160.1610.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ CCTR	51.61
01.0160.1620.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ SCTR	51.61
01.0160.1630.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ MCTR	51.61
01.0160.1640.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ POOLS	51.61
01.0160.1650.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ NTP	107.40
01.0160.1670.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ MVD	107.40
01.0170.1710.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ PSO	101.58
01.0170.1710.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ CHALL	137.76
01.0170.1720.5520	POST ALARM SYSTEMS	17189	09/10/2025	OCT'25 ALARM SVCS/ YARD	161.46
68.0900.9000.6025	POST ALARM SYSTEMS	17189	09/10/2025	CHANGE ORDERS/ CHALL RSTRMS	3,893.64
01.0151.1545.5430	PREMIER JANITORIAL SERVICES	17190	09/10/2025	NIGHT MARKET EQUIP RENTALS	1,445.05
01.0100.1020.5405	QUENCH USA, INC.	17191	09/10/2025	AUG'25 WATER FILTER/ CHALL	147.15
01.0160.1620.5520	QUENCH USA, INC.	17191	09/10/2025	AUG'25 WATER FILTER/ SCTR	62.74
01.0160.1610.5520	QUENCH USA, INC.	17191	09/10/2025	CC' WTR/FLTR SEPT'25	38.77
36.0360.3600.5204	RUDY LEIJA	17192	09/10/2025	AUG'25 - HOMELESS COMMISSION MTG	150.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	17193	09/10/2025	CITY NOTICE/ NIB FY25/26 PVMT REHAB PJT	1,079.35
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	17193	09/10/2025	CITY NOTICE/ PH PC CUP 25-05	282.38
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	17193	09/10/2025	CITY NOTICE/ PH PC TPM 25-01	274.96
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	17193	09/10/2025	CITY NOTICE/ NOA LEXINGTON-GALLATIN	483.04
01.0100.1020.5910	SGV CITY MANAGERS' ASSOCIATION	17194	09/10/2025	SEP'25 SGVCMA MEETING REGISTRATION	40.00
37.0670.6720.5977	SHARPLINE SOLUTIONS, INC	17195	09/10/2025	42 YELLOW 36 POSTS ST/RD MNTC	2,459.58
37.0670.6720.5977	SHARPLINE SOLUTIONS, INC	17195	09/10/2025	8 ORANGE POSTS ST/RD MNTC	454.46
01.0120.1210.5933	SOCAL SHRED LLC	17196	09/10/2025	AUG'25 SHREDDING SVCS	55.00
01.0160.1630.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17197	09/10/2025	PLASTER SAND MCTR	93.01
01.0170.1020.5956	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17197	09/10/2025	RUBBER BOOTS PPE	21.65
15.0450.4510.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17197	09/10/2025	PICNIC TABLE CONCRETE SUPPLIES	141.87
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17197	09/10/2025	DURFEE/PECK BIKE LANE REPAIR	167.01
01.0170.1720.5520	SPRAGUES READY MIX	17198	09/10/2025	CONCRETE TO REPAIR TRANSPO YARD	823.70
01.0151.1545.5499	SUNBELT RENTALS, INC.	17199	09/10/2025	FORKLIFT RENTAL NM	609.51
01.0151.1545.5499	SUNBELT RENTALS, INC.	17199	09/10/2025	8/14/25 FORK LIFT RENTAL NM	642.86
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	17200	09/10/2025	APR'25 CODE&PSO CARE WASH	95.96
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	17200	09/10/2025	JUNE'25 CODE&PSO VEHICLE WASH	177.93
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	17200	09/10/2025	7/5-8/12/25 CODE&PSO CAR WASH	173.94
01.0000.0000.4560	THANH THAI	17201	09/10/2025	SWIMMING LESSON REFUND	50.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	17202	09/10/2025	SEPT'25 NEWSLETTER	6,298.82
01.0140.1430.5215	TIERRA WEST ADVISORS, INC	17203	09/10/2025	JULY'25 ECON DEV & ICSC SERVICES	10,748.75
01.0170.1020.5515	TIERRA WEST ADVISORS, INC	17203	09/10/2025	AUG'25 INTERIM SERVICES	26,400.00
44.0800.8020.5215	TLC LUXURY LLC	17204	09/10/2025	8/15/25 COMMUNITY SVCS EXCURSION	1,638.00

44.0800.8020.5215	TLC LUXURY LLC	17204	09/10/2025	8/22/25 EXCURSION/ GRIFFITH OBSERVATORY	1,386.00
01.0130.1350.5215	TPX COMMUNICATIONS CO	17205	09/10/2025	AUG'25 SERVICE CHARGE	149.68
01.0000.0000.2510	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUNE '25 - PERMIT TECH SVCS. KB HOME	5,662.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 PRGM MGMT#140	175.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 CON MGMT#407	2,095.00
68.0900.9000.5968	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 CON MGMT/SCWP#408	600.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 CON/PJT MGMT#296	2,974.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 CON MGMT#640	1,719.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 PS&E/ADM#644	59,378.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 PJT MGMT#110	7,144.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 PJT MGMT #607	5,326.00
68.0900.9000.6025	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 PJT MGMT/CHALL RSTRM#252	11,151.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 MTHLY ENG SVCS.	21,973.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	17206	09/10/2025	JUL'25 TRF/2002 DURF-RED CURB	1,085.00
01.0170.1020.5956	ULINE	17207	09/10/2025	PPE GLOVES, SHARPS, COVERALLS	1,053.72
01.0170.1710.5520	WATER CHEMISTS, DIV. OF CCI CHEMICAL	17208	09/10/2025	AUG' 25 H2O TREATMENT	425.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	17209	09/10/2025	JANITORIAL SUPPS	347.38
01.0170.1750.5215	WEST COAST ARBORISTS, INC	17210	09/10/2025	FRANK STILES ER RESPONSE	4,342.50
14.0440.4410.6020	WESTERN A/V	17211	09/10/2025	CITY COUNCIL CHAMBER UPGRADES	35,877.43
44.0800.8040.5555	WINZER	17212	09/10/2025	BUS SHELTER MNTC	971.45
01.0151.1542.5952	DELILAH PONCE	17213	09/10/2025	9/11/25 NIGHT MARKET/ BOXING OFFICIAL FEE	450.00
01.0151.1545.5210	IVAN DE LEON	17214	09/10/2025	9/11/25 NIGHT MKT BAND PERFORMANCE	1,850.00
01.0000.0000.4522	JIA BRAGADO	17215	09/10/2025	6/12 NIGHT MARKET GEN VENDOR RFND	60.00
01.0151.1545.5430	ZUMAYA RENTALS	17216	09/10/2025	NIGHT MARKET EQUIPMENT RENTALS	1,000.00
01.0150.1530.5952	ANDY PEREZ	17217	09/15/2025	9/15/25 CHAIR AND TABLE RENTAL	1,150.00
01.0150.1540.5956	MAKE IT LA LLC	17218	09/15/2025	SUMMER STAFF UNIFORM SHIRTS	400.00
15.0450.4510.6025	RENAISSANCE CONSTRUCTION	17219	09/15/2025	NTP/ DEPOSIT PARKING LOT SLURRY	1,200.00
01.0000.0000.4554	CARMEN RAMOS	17220	09/15/2025	MVD CR FULL RFND (CANCELLED)	250.00
01.0151.1542.5952	GERON SHEPPARD	17221	09/15/2025	9/11/25 BOXING SHOW DOCTOR FEE	400.00
01.0150.1530.5952	HORTENCIA VASQUEZ	17222	09/15/2025	9/15/25 DJ SVCS/ INDEPENDENCE LUNCHEON	350.00
01.0170.1720.6025	RENAISSANCE CONSTRUCTION	17223	09/16/2025	INSTALL/ELECTRIC VEH CHRГ STATION	1,021.23
44.0800.8015.6015	RENAISSANCE CONSTRUCTION	17223	09/16/2025	INSTALL/ELECTRIC VEH CHRГ STATION	11,350.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17224	09/16/2025	R.R GARNISHMENT PPE 8/30/25	586.61
15.0450.4510.6025	RENAISSANCE CONSTRUCTION	17225	09/18/2025	SHIVELY PARKING LOT SLURRY - DEPOSIT	4,850.00
01.0160.1650.5520	VALLEY FLOOD-LITE SERVICE, INC.	17226	09/18/2025	REPAIR FIELD LIGHTS	6,958.58
40.0900.9000.5968	PTM GENERAL ENGINEERING SERVICES INC	17227	09/23/2025	AUG'25 CONST RET/HSIP#607	(16,895.15)
40.0900.9000.5968	PTM GENERAL ENGINEERING SERVICES INC	17227	09/23/2025	AUG'25 CONST/HSIP#607	337,903.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	17228	09/23/2025	8/15-9/15/25 1946 MERCED AVE	3,208.40
01.0140.1430.5910	GERARDO MARQUEZ	17229	09/24/2025	SEPT'25 ICSC PALM SPRINGS/ PER DIEM	280.00
02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	17230	09/24/2025	1ST QRT FY 25-26 COUNTY LIGHTING MAINT	41,669.82
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	17231	09/25/2025	SEPT'25 ADMIN	1,656.00
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	17231	09/25/2025	SEPT'25 MISC	486.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17232	09/25/2025	E.H GARNISHMENT PPE 9/13/25	234.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17233	09/25/2025	A.R GARNISHMENT PPE 9/13/25	8.15
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17234	09/25/2025	R.R GARNISHMENT PPE 9/13/25	586.61
01.0000.0000.2240	VONS CREDIT UNION	17235	09/25/2025	SEPT'25	105.00
01.0000.0000.4554	EL MONTE WESLEYAN CHURCH	17236	09/30/2025	7/6/25 POOL RESERVATION DAMAGE DEPOSIT	600.00
01.0151.1545.5210	NICK MAZZEO	17237	09/30/2025	10/2/25 NIGHT MARKET BAND PERFORMANCE	1,000.00
01.0130.1330.5715	T-MOBILE USA INC	17238	09/30/2025	8/21-9/20/25 CITY CELL PHONES	3,044.37
44.0800.8010.5908	WENDY CAYCO	17239	09/30/2025	OCT'25 ADA COMPLIANCE TNG SEMINAR PER DIEM	448.00
01.0151.1545.5430	ZUMAYA RENTALS	17240	09/30/2025	10/2/25 NIGHT MARKET EQUIPMENT RENTAL	1,000.00

01.0170.1720.5520	A & R SAFE & LOCK CORP.	17241	10/01/2025	KEYS/ SFTY CTR	247.29
01.0150.1515.5204	ABRAHAM FLORES ROJO	17242	10/01/2025	SEPT'25 PC MEETING	100.00
01.0150.1505.5952	ANDRES FERNANDEZ	17243	10/01/2025	WOMENS EMPOWERMENTR EVENT/ SHIRTS	2,385.28
01.0151.1543.5952	ANDRES FERNANDEZ	17243	10/01/2025	WALK TO END DOMESTIC VOILENCE EVENT SHIRTS	1,633.56
01.0000.0000.4554	APRIL CANCHOLA	17244	10/01/2025	MVD CR DMG DEP FRND	50.00
01.0151.1543.5952	ARIANA GUTIERREZ	17245	10/01/2025	BALLON GARLAND/ GRANDPARENT DAY EVENT	225.00
01.0151.1543.5952	ARIANA GUTIERREZ	17245	10/01/2025	9/11 MEMORIAL CEREMONY SUPPLIES	250.00
01.0150.1505.5952	ARIANA GUTIERREZ	17245	10/01/2025	WOMENS EMPOWERMENT EVNT/ BALLOON GARLAND	250.00
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT INC	17246	10/01/2025	#54 INSTALL ER LIGHT BAR	2,818.81
01.0150.1515.5204	BLANCA M. FIGUEROA	17247	10/01/2025	SEPT'25 PC MEETING	100.00
01.0000.0000.4554	BRIANNA ZUMAYA	17248	10/01/2025	MVD GAZ DMG DEP FRND	50.00
39.0900.9000.6025	BRIDGEROCK CONSTRUCTION INC	17249	10/01/2025	AUG'25 CHALL RSTRMS/CON#637	(5,107.35)
39.0900.9000.6025	BRIDGEROCK CONSTRUCTION INC	17249	10/01/2025	AUG'25 CHALL RSTRMS/CON#637	102,147.05
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	17250	10/01/2025	SEPTEMBER BOXING SHOW PLAQUES	664.50
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	17251	10/01/2025	AUGUST '25 - BLDG INSPECTOR SVCS.	6,526.10
01.0160.1620.5520	BUTLER CHEMICALS, INC.	17252	10/01/2025	SCTR KITCHEN SUPPLIES	98.79
01.0150.1510.5204	CINDY B NGUYEN	17253	10/01/2025	SEPT'25 COMM SVCS COMMISSION MTG	100.00
01.0130.1460.5215	CITY OF DOWNEY	17254	10/01/2025	FY 25-26 ANIMAL CTRL & SHELTERING SVCS	73,059.50
01.0160.1620.5520	COAST FITNESS	17255	10/01/2025	FITNESS EQUIPMENT MAINTENANCE	250.00
01.0130.1330.5931	COSTAR REALTY INFORMATION, INC	17256	10/01/2025	SEPT'25-SEPT'26 - SOFTWARE LICENSE	395.00
01.0130.1330.5931	COSTAR REALTY INFORMATION, INC	17256	10/01/2025	SEPT'25-NOV'25 - SOFTWARE LICENSE	2,901.21
46.0460.9000.5215	COUNTY L.A. DEPT OF PUBLIC WORKS	17257	10/01/2025	AUG'25 SSMP/PJ#Y90273110	6,190.31
01.0160.1660.5520	DDC PLUMBING SUPPLY, INC.	17258	10/01/2025	IRR REPAIR SUPPS/ SHIVLEY	101.85
01.0150.1510.5204	DENISE R. SILVA	17259	10/01/2025	SEPT'25 COMM SVCS COMMISSION MTG	100.00
01.0000.0000.4554	DIEGO MENDEZ	17260	10/01/2025	MVD CR & GAZ DMG DEP RFND	100.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR PRGM	105.55
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR PRGM	11.72
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR PRGM	369.41
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR PRGM	41.04
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR PRGM	360.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR PRGM	40.04
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR	423.58
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR	47.06
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR PRGM	561.24
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR PRGM	62.36
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR	301.80
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR	33.53
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR	360.04
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR	40.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CI NUTR PRGM	136.89
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17261	10/01/2025	MILK/ CII NUTR PRGM	15.20
15.0450.4510.6025	EL MONTE ORNAMENTAL SUPPLY, INC.	17262	10/01/2025	CCTR PICNIC TABLE PROJECT	188.28
01.0140.1430.5406	EL MONTE PRINTING	17263	10/01/2025	DEPT. SUPPLIES	55.38
01.0151.1546.5406	EL MONTE PRINTING	17263	10/01/2025	CHRISTMAS WISH SUPPLIES: ENVELOPES	465.15
01.0150.1505.5952	EL MONTE UNION HIGH SCHOOL DISTRICT	17264	10/01/2025	9/26/25 COOKIES WOMEN EMPWRMT BRUNCH	200.00
01.0170.1750.5520	EWING IRRIGATION	17265	10/01/2025	HERBASIDE	383.71
01.0160.1660.5520	EWING IRRIGATION	17265	10/01/2025	IRR REPAIRS/ SHIVLEY	1,056.88
01.0000.0000.4250	FASHION MAPLE DESIGN & CO	17266	10/01/2025	COM-ALT-25-007/ WITHDRAWN APPLICATION RFND	378.16
01.0150.1510.5204	GEORGE ANGUIANO	17267	10/01/2025	SEPT'25 COMM SVCS COMMISSION MTG	100.00
01.0130.1330.5215	GLOBAL PAYMENTS INC	17268	10/01/2025	JUNE'25-JUNE'26- ANNUAL SUBSCRIPTION	6,000.00
01.0170.1760.5520	GRANT'S TRUE VALUE HARDWARE	17269	10/01/2025	SOLAR PANEL CLEANING	28.16

01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	17269	10/01/2025	GALVANIZED CAPS	13.24
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	17269	10/01/2025	GRINDER DISC	55.14
01.0160.1640.5425	HASA INC.	17270	10/01/2025	9/10 CHEMICAL DELIV	1,242.20
01.0150.1510.5204	HORTENCIA VASQUEZ	17271	10/01/2025	SEPT'25 COMM SVCS COMMISSION MTG	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	17272	10/01/2025	MEALS/ CI NUTR PRGM	6,037.50
06.0300.3010.5440	HUNTINGTON CULINARY	17272	10/01/2025	MEALS/ SATURDAY MEALS	1,392.50
06.0300.3020.5215	HUNTINGTON CULINARY	17272	10/01/2025	MEALS/ CII NUTR PRGM	653.40
06.0300.3010.5215	HUNTINGTON CULINARY	17272	10/01/2025	MEALS/ CI NUTR PRGM	5,750.00
06.0300.3010.5440	HUNTINGTON CULINARY	17272	10/01/2025	MEALS/ SATURDAY MEALS	1,392.50
06.0300.3020.5215	HUNTINGTON CULINARY	17272	10/01/2025	MEALS/ CII NUTR PRGM	532.40
06.0300.3010.5215	HUNTINGTON CULINARY	17272	10/01/2025	9/8-9/13/25 MEALS/ CI NUTR PRGM	6,509.00
06.0300.3010.5440	HUNTINGTON CULINARY	17272	10/01/2025	SATURDAY MEALS	1,392.50
06.0300.3020.5215	HUNTINGTON CULINARY	17272	10/01/2025	9/8-9/13/25 MEALS/ CII NUTR PRGM	665.50
06.0300.3010.5215	HUNTINGTON CULINARY	17272	10/01/2025	9/15-9/20/25 MEALS/ CI NUTR PRGM	7,015.00
06.0300.3010.5440	HUNTINGTON CULINARY	17272	10/01/2025	SATURDAY MEALS	1,622.50
06.0300.3020.5215	HUNTINGTON CULINARY	17272	10/01/2025	9/15-9/20/25 MEALS/ CII NUTR PRGM	665.50
01.0160.1670.5520	INDUSTRIAL PIPE & STEEL	17273	10/01/2025	MVD RESTROOM REPAIR	20.21
01.0170.1720.5406	JORGE A PULIDO ARRIERO	17274	10/01/2025	CC' WTR GALLONS (6)	36.94
01.0170.7020.5406	JORGE A PULIDO ARRIERO	17274	10/01/2025	WATER DELIVERY SERVICE/ SFTY CTR	80.69
36.0360.3600.5204	JOSHUA JASSO-ORTEGA	17275	10/01/2025	SEPT'25 HOMELESS COMMISSION MTG	150.00
01.0000.0000.2510	KEYSER MARSTON ASSOCIATES, INC	17276	10/01/2025	JULY '25 - PROFESSIONAL SVCS. KB HOME	457.50
40.0900.9000.5968	KIMLEY-HORN AND ASSOCIATES, INC.	17277	10/01/2025	AUG'25 CON SUP HSIP#607	3,258.35
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	17278	10/01/2025	AUG'25 LAW ENF. SERVICES	496,213.37
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	17278	10/01/2025	AUG'25 LIABILITY INSURANCE	64,507.74
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	17278	10/01/2025	JUL'25 TRAFFIC ENFORCEMENT	2,261.36
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	17278	10/01/2025	JUL'25 CRIME SUPPRESSION	11,444.89
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	17278	10/01/2025	JUL'25 NIGHT MARKET SERVICES	7,010.20
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	17278	10/01/2025	JULY'25 4TH OF JULY SPECIAL EVENT	8,989.43
01.0000.0000.4554	LINDA OBREGON	17279	10/01/2025	MVD CR DMG DEP FRND	50.00
01.0000.0000.4560	LORENA GAYTAN	17280	10/01/2025	SWIMMING LESSON REFUND	50.00
01.0000.0000.4554	MABEL RODRIGUEZ	17281	10/01/2025	MVD CR DMG DEP FRND	50.00
01.0000.0000.4554	MARY DOWNING	17282	10/01/2025	MVD CR DMG DEP RFND	50.00
01.0000.0000.4554	MICHAEL LEE	17283	10/01/2025	MVD CR DMG DEP FRND	50.00
36.0360.3600.5204	MICHAEL SHORT	17284	10/01/2025	SEPT'25 - HOMELESS COMMISSION MTG	150.00
01.0130.1330.5215	MODERN IT, INC	17285	10/01/2025	NETFILE SSO SERVICES	3,500.00
01.0150.1515.5204	NAOMI LOPEZ	17286	10/01/2025	SEPT'25 PC MEETING	100.00
01.0000.0000.4554	NORMA RODRIGUEZ	17287	10/01/2025	MVD CR DMG DEP FRND	50.00
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	17288	10/01/2025	AUG'25 FOLKLORICO DANCE LESSONS	350.00
01.0150.1515.5204	NYDIA ROMERO	17289	10/01/2025	SEPT'25 PC MEETING	100.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 CITY COUNCIL SERVICES	23,802.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 CITY MANAGER SERVICES	825.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 CITY CLERK SERVICES	6,664.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 FINANCE SERVICES	2,428.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 PUBLIC WORKS SERVICES	1,210.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 - COMM DEVELOPMENT SVCS	3,396.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 COMMUNITY DEV SERVICES	247.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG. '25 - PLANNING SVCS	2,735.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	17290	10/01/2025	AUG'25 COMMUNITY FOUNDATION SERVICES	3,902.50
68.0900.9000.6025	ONYX ARCHITECTS, INC	17291	10/01/2025	AUG'25 CHALL RSTRM CON SUPPORT#252	2,822.30
01.0151.1545.5430	PARTY PRONTO	17292	10/01/2025	NIGHT MARKET EQUIPMENT RENTALS	3,179.00
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	17293	10/01/2025	9/11 MEMORIAL CEREMONY RENTALS	496.90

01.0151.1545.5430	PREMIER JANITORIAL SERVICES	17293	10/01/2025	NIGHT MARKET EQUIPMENT RENTALS	1,974.25
01.0100.1020.5405	QUENCH USA, INC.	17294	10/01/2025	OCT'25 WATER FILTER/ CHALL	134.45
01.0160.1620.5520	QUENCH USA, INC.	17294	10/01/2025	OCT'25 WATER FILTER/ SCTR	62.59
01.0160.1610.5520	QUENCH USA, INC.	17294	10/01/2025	CC' WTR/FLTR OCT'25	38.77
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	17295	10/01/2025	AUG'25 BUS PASSES	32.32
01.0150.1510.5204	ROBERT BECERRA	17296	10/01/2025	SEPT'25 COMM SVCS COMMISSION MTG	100.00
01.0170.1020.5956	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	STRAWHAT PPE	15.23
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	ST/RD MNTC TOOLS	93.36
15.0450.4510.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	PICNIC TABLE PROJECT	360.09
15.0450.4510.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	PICNIC TABLE PROJECT	137.33
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	LINE LEVELS FOR ST/RD MNTC	17.61
15.0450.4510.6025	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	PICNIC TABLE PROJECT	165.02
01.0170.1750.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	17297	10/01/2025	FIRESTATION SAND	93.01
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	75.33
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	8.37
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	21.55
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	2.39
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	100.00
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	11.63
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	100.44
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	11.16
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	70.31
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	7.81
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	88.92
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	9.88
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	101.20
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	11.24
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	170.75
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CII NUTR PRGM	18.97
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17298	10/01/2025	FOOD ITEMS/ CI NUTR PRGM	14.37
17.0900.9020.6025	THE ENERGY COALITION	17299	10/01/2025	AUG'25 CONTRACTUAL SVCS/DOE	310.00
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	17300	10/01/2025	OCT'25 MONTHLY NEWSLETTER	6,298.82
44.0800.8020.5215	TLC LUXURY LLC	17301	10/01/2025	8/27/25 SENIOR SERVICE EXCURSION	1,512.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	17302	10/01/2025	JULY'25 CONSULTING SERVICES	9,500.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	17302	10/01/2025	AUG'25 CONSULTING SERVICES	9,500.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	17302	10/01/2025	SEP'25 CONSULTING SERVICES	9,500.00
01.0130.1350.5215	TPX COMMUNICATIONS CO	17303	10/01/2025	SEPT'25 SERVICE CHARGE	194.94
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	17304	10/01/2025	AUG'25 PL CK 1106/2542 CENTRAL	3,337.99
01.0140.1440.5215	TRANSTECH ENGINEERING, INC.	17304	10/01/2025	JULY '25 - BLDG PLAN CHECK SVCS.	22,024.60
01.0000.0000.2510	TRANSTECH ENGINEERING, INC.	17304	10/01/2025	JULY '25 - KB HOME PERMIT TECH SVCS.	3,696.00
01.0170.1020.5420	UNISHIELD	17305	10/01/2025	FIRST AID SUPPS	269.30
01.0160.1640.5420	UNISHIELD	17305	10/01/2025	FIRST AID SUPPS	278.83
01.0170.1710.5420	UNISHIELD	17305	10/01/2025	FIRST AID SUPPLIES CHALL	337.36
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	992.03
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	2,781.70
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	170.48
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	42.06
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	PW UNIFORM PANTS	524.84
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	CREDIT FOR MISSING UNIFORMS	(524.84)
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	RTN PW UNIFORM PANTS	(363.08)
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	363.08

01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	104.05
01.0170.1020.5956	VESTIS GROUP, INC	17306	10/01/2025	UNIFORM PANTS	84.13
01.0150.1515.5204	VICTOR MONTIEL	17307	10/01/2025	SEPT'25 PC MEETING	100.00
01.0170.1170.5966	VICTORIA MORA	17308	10/01/2025	8/25-9/15/25 MILEAGE REIMBURSEMENT	42.00
01.0130.1330.5406	WCC TECHNOLOGIES GROUP	17309	10/01/2025	13-CAM RHOMBUS INSTALL	9,935.44
01.0130.1330.5406	WCC TECHNOLOGIES GROUP	17309	10/01/2025	13-CAM RHOMBUS INSTALL	3,641.39
01.0130.1330.5215	WCC TECHNOLOGIES GROUP	17309	10/01/2025	13-CAM RHOMBUS INSTALL	1,640.00
01.0130.1330.5406	WCC TECHNOLOGIES GROUP	17309	10/01/2025	13-CAM RHOMBUS INSTALL	1,443.00
68.0900.9000.6025	WCC TECHNOLOGIES GROUP	17309	10/01/2025	SEPT'25 CHALL RSTRM NETWORK RELO#252	6,966.00
68.0900.9000.6025	WCC TECHNOLOGIES GROUP	17309	10/01/2025	SEPT'25 CHALL RSTRM NETWORK RELO#252	1,428.00
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CITY COUNCIL MTG/ MEALS	191.80
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CONRADO/ HOTEL CHARGES	665.80
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICSC WESTERN REGISTRATION	675.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE/ PARKING CHARGES	3.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE HOTEL CHARGES	1,415.79
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE MEALS	227.48
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	MEETING MEALS/ CITY COUNCIL	54.97
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE MEALS	112.67
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE MEALS	141.60
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE MEALS	148.91
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE MEALS	177.62
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICA CONFERENCE MEALS	305.30
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'25 ICA CONF/ SUPPLIES	49.81
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ZOOM.US-SUBSCRIPTION	363.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	LA TIMES - SUBSCRIPTION	16.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	LA DODGERS EXCURSION/ AUG'25	3,706.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JUN'25 EMPLOYEE RECOGNITION SUPPLIES	16.99
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JUN'25 EMPLOYEE RECOGNITION SUPPLIES	5.49
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'25 ICA CON/ HOTEL CHARGES	1,409.55
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'25 ICA CON/ HOTEL DEPOSIT	665.54
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	COSTCO MEMBERSHIP SUPPLIES	325.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	36.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	22.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	REC CLASS SUPPLIES	43.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	50.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	131.21
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	AFTER SCHOOL PRGM SUPPLIES	165.36
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	3.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	84.16
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	241.66
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	423.36
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	437.34
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NUTRITION SUPPLIES	18.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPOTIFY MONTHLY SUBSCRIPTION	19.99
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	COORDINATOR BUSINESS CARDS	58.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	APPLE CLOUD SUBSCRIPTION	2.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	32.75
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NIGHT MARKET/ AD	7.40
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99

01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0160.1640.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	POOL CHEMICAL TEST KITS	191.28
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NTP ELECTRIC SUPPLIES	466.26
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NTP ELECTRIC SUPPLIES	19.94
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SEPT'25 MSA TRAINING REGISTRATION	796.90
01.0170.1020.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	MSA LA CONFERENCE MEMBERSHIP	468.65
01.0170.1020.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ECAPORATIVE TOWELS	207.38
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'24 ICA CONF/ HOTEL CHARGES	1,879.40
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ADOBE SUBSCRIPTION	22.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PARKING/ SENIOR EXCURSION REFUND	(57.50)
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DJ SVCS/ 4TH OF JULY LUNCHEON	400.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	FLYER TEMPLATE	1.92
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PARKING/ SENIOR EXCURSION	57.50
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUPPLIES/ KAOROKO EVENT	78.94
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DECOR/ SPECIAL EVENTS	155.92
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CITY BDAY LUNCHEON SUPPLIES	72.57
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	AMAZON REFUND	(57.09)
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CITY BDAY LUNCHEON SUPPLIES	95.73
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NUTR PRGM SUPPLIES	358.70
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NUTR PRGM SUPPLIES	435.35
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PATRIOTIC COMMISSION FLAGS	24.35
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PATRIOTIC COMMISSION LETTERS	163.51
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PATRIOTIC COMMISSION LETTERS	94.27
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PATRIOTIC COMMISSION LETTERS	17.70
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	FRONT OFFICE SUPPLIES	44.49
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	FRONT OFFICE SUPPLIES	42.04
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	FRONT OFFICE SUPPLIES	38.96
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING EQUIPMENT	327.60
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING EQUIPMENT	109.62
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING EQUIPMENT	66.30
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING SPECIAL EVNTS ITEMS	398.63
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OUTSIDE INTERVIEW PANELIST/ GIFT CARD	50.00
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OUTSIDE INTERVIEW PANELIST/ GIFT CARD	75.00
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CALPERLA CONF/ FLIGHT INSURANCE	29.45
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CALPERLA CONF/ HOTEL CHARGES	587.71
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CALPERLA CONF/ FLIGHT CHARGES	436.97
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	96.05
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SOFTWARE CHARGES/ LETTER & REPORTS	144.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	143.65
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	52.35
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	40.34
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	29.89
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CITY COUNCIL MEETING DINNER	360.48
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CITY COUNCIL MEETING DINNER	225.67
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	182.97
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SYMPATHY FLOWERS	151.39
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SCHOOL VISIT SUPPLIES	99.82
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	FRONT OFFICE SUPPLIES	122.82
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	221.38
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SCHOOL VISIT SUPPLIES	86.12

01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'25 ICA CONF/ HOTEL CHARGES	1,879.40
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SEPT'25 FALL EDUCATIONAL SUMMIT REGISTRATION	775.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NALEO CON/ FLIGHT CHARGES	44.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NALEO CON/ FLIGHT CHARGES	44.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NALEO CON/ FLIGHT CHARGES	44.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'25 NALEO CON/ FLIGHT CHARGES	44.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NALEO CONF/ TRANSPORTATION CHARGES	37.24
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	0.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY CRAFT SUPPLIES	4.15
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NAPKINS/ CI NUTR PRGM	148.76
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY LUNCHEON SUPPLIES	37.58
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NAPKINS/ CI NUTR PRGM	178.51
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	NUTR PRGM SUPPLIES	478.09
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OCT'25 SEMINAR/ HOTEL CHARGES	376.29
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OCT'25 ADA TNG/ REGISTRATION	1,349.00
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DRIVER PANTS UNIFORM	120.68
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DRIVER PANTS UNIFORM	159.06
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CMCA CONF & TRAINING REGISTRATION	250.00
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CMCA CONF & TRAINING REGISTRATION	650.00
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CMCA CONF & TRAINING REGISTRATION	650.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CIVIC CENTER VISIT FOOD	68.43
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CIVIC CENTER VISIT BEVERAGES	99.96
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CIVIC CENTER VISIT FOOD	136.87
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	CIVIC CENTER VISIT FOOD	205.30
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE SUPPLIES	79.15
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	OFFICE & PRGM SUPPLIES	105.02
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DEPARTMENT SUPPLIES	391.26
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DEPARTMENT SUPPLIES	32.29
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	DEPARTMENT SUPPLIES	13.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOOMERS LA SUMMER CAMP FIELD TRIP	2,039.15
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	LA ZOO SUMMER CAMP FIELD TRIP	1,794.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	LA SPARKS GAME SUMMER CAMP FIELD TRIP	1,600.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	530.40
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP 5 SUPPLIES	252.67
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	AQUA SWIM LESSON & SUMMER CAMP SUPPLIES	246.04
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	212.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	185.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP 2 SUPPLIES	61.42
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY REC CLASSES	174.47
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY REC CLASSES	160.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP FOOD CRAFTS	128.67
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	AQUATICS EVENT GIVEAWAYS	105.12
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP SUPPLIES	97.88
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP 2 SUPPLIES	78.79
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PAINT & SIP SUPPLIES	5.97
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP 6 SUPPLIES	163.26
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SUMMER CAMP 2 SUPPLIES	204.33
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	WSI TRAINING REGISTRATION	310.00
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	WSI TRAINING REGISTRATION	310.00
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	LIFEGUARD TRAINING	235.00
01.0151.1541.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	AQUATICS SWIM EVENT FOOD GIVEAWAY	502.19

01.0151.1541.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	YOUTH SPORTS FOOD & SNACKS	515.91
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING PRGM EQUIPMENT	773.57
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING PRGM EQUIPMENT	132.89
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING PRGM EQUIPMENT	132.89
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING PRGM EQUIPMENT	2,072.94
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PROGRAM SUPPLIES	11.02
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PROGRAM SUPPLIES	212.93
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PROGRAM SUPPLIES	115.86
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	PROGRAM SUPPLIES	99.22
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BASKETBALL CAMP SUPPLIES	283.68
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING OFFICIAL/ FOOD	96.94
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING SUPPLIES	342.19
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BOXING SUPPLIES	323.44
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BIKE RIDE SUPPLIES	321.60
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	MOVIE IN PARK/ LICENSE	1,995.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	79.18
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	108.54
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	120.38
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	45.33
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	SPECIAL EVENT SUPPLIES	565.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BIKE RIDE SUPPLIES	31.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	BIKE RIDE SUPPLIES	215.11
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	61.59
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	33.14
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	80.00
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	166.69
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	371.83
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	253.70
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	510.30
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	991.64
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	853.67
01.0151.1544.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY SUPPLIES	843.77
01.0151.1544.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY FOOD	233.81
01.0151.1544.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY FOOD	32.49
01.0151.1544.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY FOOD	1,466.57
01.0151.1544.5440	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	4TH OF JULY FOOD	838.30
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JUNE'25 STAMPLI CHARGES	1,965.50
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JUNE'25 INTERNET SVCS	327.04
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	5/3-6/2/25 CITY CELL PHONES	4,860.17
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	TELENYX PLATFORM	109.22
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	JULY'25 PARKING/ SOCAL SUMMIT	22.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0002989	08/13/2025	ADOBE CLOUD SUBSCRIPTION	295.91
01.0130.1310.5215	CALPERS RETIREMENT	DFT0002990	08/26/2025	GASB-68 REPORTS 385	350.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002991	08/13/2025	RATE PLAN 685	10,471.45
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002991	08/13/2025	RATE PLAN 23047	2,317.48
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002991	08/13/2025	RATE PLAN 27216	22,310.44
01.0000.0000.2021	CALPERS RETIREMENT	DFT0002991	08/13/2025	SERVICE CREDIT PURCHASE/ A. O	155.77
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002992	08/28/2025	RATE PLAN 685	130.43

01.0000.0000.2020	CALPERS RETIREMENT	DFT0002992	08/28/2025	RATE PLAN 27216	86.60
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002993	08/26/2025	RATE PLAN 27216	587.70
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002994	08/26/2025	RATE PLAN 27216	21,997.78
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002994	08/26/2025	RATE PLAN 685	10,396.16
01.0000.0000.2020	CALPERS RETIREMENT	DFT0002994	08/26/2025	RATE PLAN 23047	2,317.48
01.0000.0000.2021	CALPERS RETIREMENT	DFT0002994	08/26/2025	SERVICE CREDIT PURCHASE/ A. O	155.77
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0002995	08/28/2025	8/9-9/8/25 INTERNET SVCS/ 1450 LIDCOMBE	5.00
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0002996	08/25/2025	FEDERAL PPE 8/16/25	25,172.56
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002996	08/25/2025	FICA PPE 8/16/25	35,298.92
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002996	08/25/2025	MEDICARE PPE 8/16/25	8,255.40
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002997	08/25/2025	FICA PPE 8/30/25 FINAL	109.94
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0002997	08/25/2025	MEDICARE PPE 8/30/25	25.72
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002998	08/25/2025	UI TAX WTHD'G PPE 8/16/25	693.47
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002998	08/25/2025	TNG TAX WTHD'G PPE 8/16/25	34.66
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002998	08/25/2025	STATE WTHD'G PPE 8/16/25	9,072.16
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002999	08/25/2025	PPE 8/30/25 FINAL TNG TAX WTHD'G	0.89
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0002999	08/25/2025	PPE 8/30/25 FINAL UI TAX WTHD'G	17.73
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003000	08/26/2025	EMPLOYER MATCH	3,913.75
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003000	08/26/2025	EMPLOYEE BEFORE TAX	2,640.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003000	08/26/2025	EMPLOYEE AFTER TAX	1,250.00
01.0000.0000.2355	EMPOWER RETIREMENT, LLC	DFT0003000	08/26/2025	EMPLOYEE LOAN REPAYMENT	1,259.44
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003001	08/22/2025	CASE 200000002135289	429.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003001	08/22/2025	CASE 0980438	150.00
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003002	08/27/2025	7/17-8/14/25 1415 SANTA ANITA AVE	1,867.66
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003003	08/27/2025	7/17-8/14/25 1556 CENTRAL AVE	2,907.74
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003004	08/27/2025	7/17-8/14/25 1824 CENTRAL AVE	1,541.84
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003005	08/27/2025	7/17-8/14/25 1530 CENTRAL AVE	3,086.77
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0003006	09/04/2025	AUGUST'25 INSURANCE	994.56
01.0000.0000.2250	CALPERS	DFT0003007	09/04/2025	ACTIVE EMPLOYEE PREMIUM	104,387.20
01.0100.1050.5941	CALPERS	DFT0003007	09/04/2025	ADMIN FEE/ ACTIVE	83.51
01.0100.1050.5941	CALPERS	DFT0003007	09/04/2025	ADMIN FEE/ RETIRED	5.69
01.0100.1050.5945	CALPERS	DFT0003007	09/04/2025	EMPLOYER SHARE/ RETIRED PREMIUM	1,264.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003008	08/28/2025	RATE PLAN 27216 FINAL	350.32
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003009	09/03/2025	8/16-9/15/25 CABLE & INTERNET SVCS/ CHALL	350.13
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003010	08/29/2025	PPE 8/30/25 FEDERAL/ FINAL	219.48
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003010	08/29/2025	PPE 8/30/25 MEDICARE/ FINAL	22.38
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003010	08/29/2025	PPE 8/30/25 FICA/ FINAL	95.70
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003011	09/02/2025	PPE 8/20/25 FINAL STATE WTHD'G	7.74
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1502 PECK RD	500.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1222 PECK RD	424.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 THIENES/ PARKWAY	31.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1508 PECK RD	377.35
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1628 DURFEE AVE	353.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1710 DURFEE AVE	294.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1109 PECK ROAD	265.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 1660 DURFEE AVE	187.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003012	09/03/2025	7/9-8/12/25 FARNDON-PECK	85.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003013	09/03/2025	7/10-8/13/25 1903 DURFEE AVE	164.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003013	09/03/2025	7/10-8/13/25 1926 DURFEE AVE	671.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003013	09/03/2025	7/10-8/13/25 11016 GOMEZ PALACIO DR	28.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003013	09/03/2025	7/10-8/13/25 2018 DURFEE AVE	365.57

01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003014	09/04/2025	7/14-8/14/25 1675 DURFEE AVE	187.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003015	09/04/2025	7/14-8/14/25 1450 LIDCOMBE	237.43
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003016	09/02/2025	6/20-7/22/25 9465 GARVEY AVE	30.33
01.0000.0000.2255	VISION SERVICE PLAN	DFT0003017	09/04/2025	SEPT'25 INSURANCE	945.68
01.0150.1530.5406	WALMART COMMUNITY/GECRB	DFT0003018	09/02/2025	SALSA CONTEST PRIZES & ART CRFT SUPPLIES	205.25
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0003019	09/05/2025	SEPT'25 DENTAL	7,039.13
01.0140.1430.5406	FEDEX	DFT0003020	09/05/2025	DOCUMENTS FOR RELEASE OF LIEN	77.45
01.0140.1430.5406	FEDEX	DFT0003020	09/05/2025	FED EX CHARGES	7.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 10452 RUSH ST	106.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 N/W MERCED SANTA ANITA	70.30
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1824 CENTRAL AVE	1,061.24
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1556 CENTRAL AVE	584.61
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 N LERMA/ MILLET	296.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1652 TYLER AVE	458.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1415 SANTA ANITA AVE	425.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 200 SANTA ANITA	100.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1500 N CENTRAL AVE	1,196.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 N/E MERCED SANTA ANITA	193.80
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 2022 N CENTRAL AVE	194.70
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1819 N MERCED AVE	241.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1900 CENTRAL AVE	253.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1530 CENTRAL AVE	331.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1819 N CENTRAL AVE	319.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003021	09/09/2025	7/15-8/15/25 1707 N MERCED AVE	166.97
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003022	09/09/2025	7/17-8/19/25 2464 ROSEMEAD BLVD	293.84
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003023	09/09/2025	7/16-8/18/25 2218 ROSEMEAD BLVD	146.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003024	09/09/2025	7/16-8/18/25 2004 ROSEMEAD BLVD	25.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003025	09/09/2025	7/17-8/19/25 2620 ROSEMEAD BLVD	182.04
01.0170.1730.5705	SO CAL GAS	DFT0003026	09/09/2025	7/30-8/29/25 1415 SANTA ANITA AVE	14.79
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003027	09/02/2025	JULY'25 2028 CENTRAL AVE	380.40
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0003028	09/05/2025	AUG'25 SUPPLEMENTAL LIFE INSURANCE	1,729.52
02.0170.1760.5550	ATHENS SERVICES	DFT0003029	09/16/2025	SEPT'25 STREET SWEEPING	7,499.17
01.0170.7020.5406	BLUETRITON BRANDS INC	DFT0003030	09/15/2025	SEPT'25 WATER SVCS	9.99
01.0130.1310.5215	CALPERS RETIREMENT	DFT0003031	09/05/2025	SOCIAL SECURITY ADMIN/ 218 ANNUAL FEE	130.00
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003032	09/05/2025	RATE PLAN 23047	2,317.48
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003032	09/05/2025	RATE PLAN 27216	20,724.39
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003032	09/05/2025	RATE PLAN 685	9,567.83
01.0000.0000.2021	CALPERS RETIREMENT	DFT0003032	09/05/2025	SERVICE CREDIT PURCHASE/ A. O	155.77
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003033	09/05/2025	FEDERAL PPE 8/30/25	24,409.17
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003033	09/05/2025	MEDICARE PPE 8/30/25	7,925.24
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003033	09/05/2025	FICA PPE 8/30/25	33,733.78
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003034	09/08/2025	UI TAX WTHD'G PPE 8/30/25	290.76
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003034	09/08/2025	TNG TAX WTHD'G PPE 8/30/25	14.55
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003034	09/08/2025	STATE WTHD'G PPE 8/30/25	8,939.50
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003035	09/08/2025	EMPLOYER MATCH	3,748.75
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003035	09/08/2025	EMPLOYEE BEFORE TAX	2,790.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003035	09/08/2025	EMPLOYEE AFTER TAX	1,250.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003036	09/05/2025	CASE 200000002135289	429.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003036	09/05/2025	CASE 0980438	150.00
01.0130.1330.5950	QUADIENT LEASING USA, INC.	DFT0003037	09/15/2025	10/3-1/26/25 QUARTERLY LEASE	964.37
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003038	09/15/2025	AUG'25 2028 CENTRAL AVE	443.77

01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003039	09/15/2025	7/23-8/20/25 9465 GARVEY AVE	31.25
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003040	09/15/2025	AUG'25 STREET LIGHTS	2,931.30
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003041	09/15/2025	AUG'25 STREET LIGHTS	3,539.67
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003042	09/10/2025	7/30-8/27/25 2144 TYLER AVE	13.57
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ZOOM.US-SUBSCRIPTION	363.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	LA TIMES - SUBSCRIPTION	16.00
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	LA TIMES - SUBSCRIPTION	16.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AUG 15 DODGER EXCURSION BUS PARKING	65.00
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	JUL'25 EMPLOYEE RECONGITION SUP	24.99
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	DEPARTMENT SUPPLIES	45.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	291.04
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	505.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	191.07
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	229.03
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	46.46
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	58.49
01.0100.1040.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SOCIAL MEDIA SUMMIT REGISTRATION	314.10
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	APPLE CLOUD SUBSCRIPTION	2.99
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPOTIFY MONTHLY SUBSCRIPTION	19.99
01.0151.1545.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	7/17/25 NIGHT MARKET AD	39.97
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0160.1640.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	POOL CLOSURE KIT	397.79
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	COUNCIL SUPPLIES	443.37
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	LORIN ST PARKING PERMITS	210.21
01.0170.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SEPT'25 MSA TRAINING REGISTRATION	430.95
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPODS	198.24
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPOD APPLE CARE	14.99
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPOD SUPPLIES	14.34
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPOD SHIPPING CHARGES	9.00
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ADOBE CLOUD APPS SUBSCRIPTION	22.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SENIOR EXCURSION/ OC FAIR	90.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	KARAOKE EVENT SUPPLIES	76.51
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SENIOR PROM SUPPLIES	14.25
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	RODEO LUNCH PLATES	302.64
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SENIOR PROM/ TABLE CLOTHS	39.80
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CI NUTRITION SUPPLIES	323.79
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CI NUTRITION SUPPLIES	312.13
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	HAIR NETS/ CI PRGM	7.72
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CI NUTRITION SUPPLIES	505.69
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	COAST GUARD FLAG	24.35
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	8/17/25 SR SERVICE EXCURSION/ OC FAIR	90.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	OFFICE SUPPLIES	422.30
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	DEPARTMENT CLEANING SUPPLIES	40.97
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	OFFICE PAPER SUPPLIES	35.85
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FRONT OFFICE SHREDDER	68.38
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	OFFICE CABINET	141.75
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	OFFICE SUPPLIES	92.23

01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	OFFICE SUPPLIES (LAPTOP CHARGERS)	51.54
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY BDAY FOOD SUPPLIES	247.20
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY BDAY SUPPLIES	4.95
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CPR TRAINING/ BFAS	44.64
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CPR TRAINING/ LUNCH	40.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	TRAINING SNACKS/ CPR & HAZWOPER	295.94
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CPR TRAINING/ LUNCH	46.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	IIPP TRAINING/ BREAKFAST	78.01
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	GHZ TRAINING/ BREAKFAST	53.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CPR TRAINING/ BFAS	15.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	WORKPLACE VIOLENCE TRAINING/ BFAS	44.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CPR TRAINING/ LUNCH	280.00
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FEB'26 PARMA CONF/ FLIGHT INSURANCE	29.45
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FEB'26 PARMA CONF/ REGISTRATION	449.00
01.0100.1050.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	PARMA CONF/ FLIGHT CHARGES	436.97
01.0100.1050.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	PARMA ANUAL RENEWAL' 2025	300.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY COUNCIL SUPPLIES	28.45
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY COUNCIL SUPPLIES	253.75
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY COUNCIL SUPPLIES	196.33
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY COUNCIL SUPPLIES	173.60
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY COUNCIL SUPPLIES	156.27
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY COUNCIL SUPPLIES	407.55
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	INTERN EMPLOYEES/ LUNCHEON	398.10
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CHALL SUPPLIES	376.91
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CHALL SUPPLIES	36.98
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CHALL SUPPLIES	62.85
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NAME PLATES/ CERT	25.24
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CERT TRAINING CAPS	127.24
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CERT TRAINING NOTEBOOKS	131.52
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CERT DECAL	7.74
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CERT PAMPHLETS	30.52
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPOD SUPPLIES	14.34
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPODS	275.77
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AIRPOD SUPPLIES	14.34
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SHIPPING SUPPLIES	9.00
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	APPLE CARE	29.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	JULY'25 NALEO CONF/ PARKING CHARGES	359.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NALEO CONF/ HOTEL CHARGES	307.77
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NALEO CONF/ TRANSPORTATION CHARGES	25.94
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	0.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FLOWER POTS/ AUGUST CRAFT	20.81
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	POPCORN/ TALENT SHOW	24.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	POPCORN/ MOVIE WEDNESDAY	48.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	TALENT SHOW PRIZES	267.51
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FLOWER POTS/ AUGUST CRAFT	54.34
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AUGUST CRAFT SUPPLIES	26.68
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	TALENT SHOW PRIZES	168.43
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FLOWER POTS/ AUGUST CRAFT	16.38
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SENIOR EXCURSION/ OC FAIR	90.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FLOWERS/ PROM	10.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CITY BDAY CAKE/ LUNCHEON	27.83

01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FLOWERS/ PROM	40.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FLOWERS/ PROM	61.32
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	DINNER ROLLS & SUPPLIES/ CI NUTR PRGM	147.76
01.0120.1210.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NOV'25 LEAGUE OF CA CITIES REGISTRATION	600.00
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	CPR FIRST AID SNACKS & DRINKS	94.75
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SENIOR CENTER EXCURSION/ OC FAIR	90.00
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	DEPARTMENT SUPPLIES	105.20
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AQUATICS SUPPLIES	11.95
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	11.06
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	7.74
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AQUATICS SUPPLIES	46.04
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	REC CLASS & SIP SUPPLIES	132.07
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AQUATICS SUPPLIES	24.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	33.14
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP FOOD CRAFT SUPP	36.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	REC CLASS SUPPLIES	22.14
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	REC CLASS SUPPLIES	77.68
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	135.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AQUATICS SUPPLIES	150.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	141.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	2,669.65
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP EXCURSION/ JOHN INCREDIBLE	1,919.70
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	508.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SNACKS	442.77
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	386.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	368.98
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	343.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	712.78
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP FOOD CRAFT SUPP	172.17
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	224.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM SUPPLIES	222.51
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	219.31
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	203.60
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	PAINT & SIP SUPPLIES	197.49
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SUMMER CAMP SUPPLIES	226.65
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM REC STAFF TRAINING	46.18
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	AFTER SCHOOL PRGM REC STAFF TRAINING	379.87
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SENIOR EXCURSION/ OC FAIR	90.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	PROGRAM SUPPLIES	104.22
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FOOD/ STAFF TRAINING	64.99
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FOOD/ STAFF TRAINING	64.99
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FOOD/ STAFF TRAINING	65.00
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	FOOD/ STAFF TRAINING	65.00
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	YOUTH SPORT SUPPLIES	8.74
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	441.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	MOVIE IN PARK/ SUPPLIES	327.22
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	MOVIE IN PARK/ SUPPLIES	228.28
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NATIONAL NIGHT OUT SUPPLIES	916.22
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	BIKE RIDE SUPPLIES	194.80
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NATIONAL NIGHT OUT SUPPLIES	111.35
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NATIONAL NIGHT OUT SUPPLIES	565.30

01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	MOVIE IN PARK/ SUPPLIES	448.82
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	BIKE RIDE SUPPLIES	226.09
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	80.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	53.13
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	46.60
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	98.60
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	21.04
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	33.19
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	SPECIAL EVENT SUPPLIES	34.28
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NIGHT MARKET SUPPLIES	91.83
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NIGHT MARKET SUPPLIES	74.28
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NIGHT MARKET SUPPLIES	241.24
01.0151.1545.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	NIGHT MARKET SUPPLIES	42.95
01.0130.1310.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	POSTAGE CHARGES	7.88
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	JULY'25 STAMPLI CHARGES	2,034.50
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	JULY'25 INTERNET SVCS	327.04
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	6/3-7/2/25 CITY CELL PHONES	4,525.62
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	TELENYX PLATFORM	112.18
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	JULY'25 NALEO CONF/ HOTEL CHARGES	1,165.64
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003043	09/09/2025	ADOBE CLOUD SUBSCRIPTION	295.91
01.0100.1020.5916	QUADIENT LEASING USA, INC.	DFT0003044	09/19/2025	8/19-9/11/25 POSTAGE CHARGES	215.05
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1402 LERMA	5,928.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1415 SANTA ANITA AVE	1,375.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1819 CENTRAL AVE	1,330.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1500 CENTRAL AVE	1,211.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1530 CENTRAL AVE	542.98
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1556 CENTRAL AVE	508.30
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1450 LIDCOMBE AVE	424.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1341 ISLAND/ SANTA ANITA	48.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003045	09/17/2025	7/24-8/27/25 1450 LIDCOMBE AVE	8,566.83
01.0150.1505.5952	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	WOMEN EMPOWERMENT EVENT SUPPLIES	328.87
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	DRIVER SUPPLIES	73.05
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	SEPTEMBER CRAFT SUPPLIES	187.28
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	WORK LAPTOP BAG	55.35
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	DEPT. SUPPLIES	50.43
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	IT SUPPLIES	151.40
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	IT SUPPLIES	217.04
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	CITY COUNCIL CHAMBER SUPPLIES	718.76
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	OFFICE SUPPLIES	62.14
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	ERGONOMIC OFFICE CHAIR/ TRANSPORTATION	188.25
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	OFFICE CLEANING SUPPS	43.62
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	IT SUPPLIES FOR CHALL	415.20
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	OFFICE SUPPLIES	12.54
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	STAPLES	8.37
01.0151.1545.5430	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	TRAILER HITCH FOR NM	421.33
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	PRINTER INK	398.67
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	DEPARTMENT SUPPLIES	73.17
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	IT SUPPLIES	217.04
44.0800.8010.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	EQUIP SUPPLIES/ TRANSPORTATION	231.64

01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	BONSAI PAPER SHREDDER	150.61
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	FRONT DESK OFFICE SUPPLIES	75.89
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	IT SUPPLIES	138.40
01.0170.7020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	ALCOHOL WIPES	131.28
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	DFT0003046	09/25/2025	TONER CARTRIDGE	110.72
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003047	09/19/2025	8/30-9/29/25 INTERNET SVCS/ 1819	101.23
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003048	09/24/2025	9/7-10/6/25 2028 CENTRAL AVE	145.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003049	09/23/2025	9/1-10/1/25 1415 SANTA ANITA AVE	79.90
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003050	09/23/2025	9/1-10/1/25 1900 CENTRAL AVE	119.85
01.0170.1730.5705	SO CAL GAS	DFT0003051	09/24/2025	8/15-9/16/25 1556 CENTRAL AVE	406.27
01.0170.1730.5705	SO CAL GAS	DFT0003051	09/24/2025	8/15-9/16/25 1450 LIDCOMBE AVE	15.78
01.0170.1730.5705	SO CAL GAS	DFT0003051	09/24/2025	8/15-9/16/25 1530 CENTRAL AVE	168.00
01.0170.1730.5705	SO CAL GAS	DFT0003051	09/24/2025	8/15-9/16/25 1500 CENTRAL AVE	840.92
01.0170.1730.5705	SO CAL GAS	DFT0003051	09/24/2025	8/15-9/16/25 1900 CENTRAL AVE	37.84
01.0170.1730.5705	SO CAL GAS	DFT0003051	09/24/2025	8/15-9/16/25 1824 CENTRAL AVE	99.63
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003052	09/23/2025	8/11-9/9/25 1459 SANTA ANITA AVE	409.92
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003053	09/19/2025	RATE PLAN 23047	2,317.48
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003053	09/19/2025	RATE PLAN 685	9,497.42
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003053	09/19/2025	RATE PLAN 27216	20,750.00
01.0000.0000.2021	CALPERS RETIREMENT	DFT0003053	09/19/2025	SERVICE CREDIT PURCHASE/ A. O	155.77
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003054	09/19/2025	RATE PLAN 27216	587.70
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003055	09/19/2025	FEDERAL PPE 9/13/25	28,209.60
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003055	09/19/2025	MEDICARE PPE 9/13/25	8,280.12
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003055	09/19/2025	FICA PPE 9/13/25	34,215.78
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003056	09/22/2025	UI TAX WTHD'G PPE 9/13/25	245.28
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003056	09/22/2025	TNG TAX WTHD'G PPE 9/13/25	12.29
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003056	09/22/2025	STATE WTHD'G PPE 9/13/25	10,647.06
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003057	09/22/2025	EMPLOYER MATCH	3,473.75
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003057	09/22/2025	EMPLOYEE BEFORE TAX	2,590.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003057	09/22/2025	EMPLOYEE AFTER TAX	1,250.00
01.0000.0000.2355	EMPOWER RETIREMENT, LLC	DFT0003057	09/22/2025	EMPLOYEE LOAN REPAYMENT	1,389.34
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003058	09/19/2025	CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003058	09/19/2025	CASE 200000002163990	359.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003058	09/19/2025	CASE 200000002135289	429.50
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	POTS/ CCTR	147.41
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	PAINT/ CCTR	37.05
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	PAINT/ CCTR	247.41
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	PAINT SUPPLIES/ CCTR	280.44
01.0160.1640.5425	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	CHOLRINE	231.74
01.0160.1640.5425	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	CHOLRINE	165.53
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	SUPPLIES FOR POOL SHOWERS	110.08
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	SUPPLIES TO INSTALL CURTAINS	348.68
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	NTP CAMERA PROJECT	14.34
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	CLOCK AND SURGE PROTECTOR	114.31
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	SUPPLIES TO INSTALL ALARM BOXES	186.50
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	PLANTS/ CHALL	191.92
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	TOOLS	139.47
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	SUPPLIES FOR MULTI PURPOSE ROOM	68.00
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	FEBREEZE	39.58
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	SMALL TOOLS	5.49
01.0170.1770.5525	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	HITCHBALL FOR TRUCKS	106.01

37.0670.6720.5977	HOME DEPOT CREDIT SERVICES	DFT0003059	09/25/2025	SQUEEGEE/ ST & RD MTNC	58.71
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003060	09/29/2025	9/9-10/8/25 INTERNET SVCS/ 1450 LIDCOMBE	5.00
01.0130.1310.5280	SECTRAN SECURITY INC.	DFT0003061	09/29/2025	SEPT'25 ARMORED SVCS	214.78
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003062	09/29/2025	8/15-9/15/25 1530 CENTRAL AVE	3,587.14
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003063	09/29/2025	8/15-9/15/25 1415 SANTA ANITA AVE	2,480.31
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003064	09/29/2025	8/15-9/15/25 1824 CENTRAL AVE	1,711.69
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003065	09/29/2025	8/15-9/15/25 1556 CENTRAL AVE	3,072.45
01.0100.1040.5406	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	DEPT. SUPPLIES	18.79
01.0150.1505.5952	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	WOMENS EMPOWERMENT EVENT SUPPLIES	66.42
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	DEPT SUPPLIES	17.71
01.0150.1505.5952	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	WOMENS EMPOWERMENT EVENT SUPPLIES	120.59
01.0150.1505.5952	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	WOMENS EMPOWERMENT EVENT SUPPLIES	67.30
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	SUPPLIES ACTIVITIES	183.50
01.0150.1505.5952	AMAZON CAPITAL SERVICES, INC	DFT0003066	09/30/2025	WOMENS EMPOWERMENT EVENT DECORATIONS	76.34
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0003067	09/23/2025	7/25-8/22/25 CODE/PSO FUEL	1,305.96
37.0670.6720.5966	US BANK VOYAGER FLEET SYS	DFT0003067	09/23/2025	7/25-8/22/25 PW FUEL	3,799.11
44.0800.8010.5966	US BANK VOYAGER FLEET SYS	DFT0003067	09/23/2025	7/25-8/22/25 TRANSPO FUEL	1,082.47
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003068	09/26/2025	PPE 9/27/25 FINAL FEDERAL	9.40
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003068	09/26/2025	PPE 9/27/25 FINAL FICA	259.30
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003068	09/26/2025	PPE 9/27/25 FINAL MEDICARE	60.64
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003069	09/29/2025	PPE 9/27/25 FINAL TNG TAX WTHD'G	1.81
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003069	09/29/2025	PPE 9/27/25 FINAL UI TAX WTHD'G	36.23

**Grand Total \$ 2,514,415.43**

## Authorization Signatures

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

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**Rene Salas, City Manager**



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

**DATE:** October 7, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

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

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION No. 25-086, AWARDING AN AGREEMENT TO EMERGENCY PLANNING CONSULTING (EPC) TO PROVIDE CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN AMOUNT NOT TO EXCEED \$140,000

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**SUMMARY:** The Federal Disaster Management Act of 2000 (DMA) requires every local, county, and state government to have an approved Local Hazard Mitigation Plan (LHMP), also known as the Plan. In addition to minimizing the impact of major hazard events on the community, completion of the Plan also maintains eligibility for future hazard mitigation funding following any significant disaster. The City of South El Monte is updating the LHMP, which will expire in December of 2026.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-086, awarding an agreement with EPC to provide consulting services to update the City's Local Hazard Mitigation Plan (LHMP) for an amount not to exceed one hundred forty thousand dollars (\$140,000).

**FISCAL/FINANCIAL IMPACT:** The Agreement with EPC will be awarded not to exceed one hundred forty thousand dollars (\$140,000). Seventy-five percent (75%) will be reimbursable through the Federal Emergency Management Agency (FEMA) and twenty-five percent (25%) of the cost share is required by the City. Therefore, the reimbursable amount will be one hundred five thousand dollars (\$105,000) and the city's shared cost will be thirty-five thousand dollars (\$35,000).

**DISCUSSION:** The current City's LHMP will be reaching the end of its five-year lifecycle and is set to expire next year. The City issued a request for proposals and received eight (8) proposals from qualified firms. Upon further review and evaluation of the proposals, it is recommended that the City Council authorize and direct the City Manager to execute a Professional Services Agreement with Emergency Planning Consultants in the amount not to exceed one hundred forty thousand dollars (\$140,000) for the preparation of the

## Local Hazard Mitigation Plan.

On January 31, 2025, the City received notice that the California Governor's Office of Emergency Services (Cal OES) had awarded the City a grant for updating the City's Hazard Mitigation Plan. The City was approved for an amount of two hundred two thousand dollars (\$202,000) with a seventy-five percent (75%) obligation from the Federal share and twenty-five percent (25%) obligation from the non-Federal share. The City Council approved RFP's at the July 15, 2025, City Council meeting, with a deadline of August 16, 2025, at 4:00 p.m.

Eight (8) proposals were received in response to the RFP. Out of the eight (8) proposals, two (2) top performers were selected: EPC Consulting, which came in at a proposed bid of not to exceed one hundred forty thousand dollars (\$140,000), and DE NOVO Planning Group, coming in at a bid of one hundred forty-four thousand, nine hundred sixty dollars (\$144,960). Staff reviewed the top two proposals, to assess each firm's experience in providing hazard mitigation plan services, fee proposals, scope of services, responsiveness and thoroughness of proposals, the qualifications of the personnel who would be assigned to the project, and other factors that may be deemed relevant to the performance of these services, was taken into account. While both companies are well qualified, EPC's proposal suggests the potential of receiving a FEMA-approved plan a month earlier than De NOVO Planning Group and the De NOVO Planning Group bid came in at four thousand nine hundred sixty dollars (\$4,960) more than EPC Consulting.

After much deliberation, EPC Consulting group came out on top due to their experience in providing over one hundred sixty (160) FEMA-approved Hazard Mitigation Plans compared to DE NOVOS Planning's seven (7) approved. EPC has provided neighboring cities such as the City of Rosemead, Monterey Park, Hermosa Beach, and the Town of Yucca Valley, and has successfully submitted an approved HMP for the City of South El Monte.

### **ATTACHMENT(S):**

- A. Resolution No. 25-086
- B. EPC Proposal
- C. Service Agreement for EPC

## ATTACHMENT A

### RESOLUTION NO. 25-086

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING AN AGREEMENT TO EMERGENCY PLANNING CONSULTANTS (EPC) TO PROVIDE CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN AMOUNT NOT TO EXCEED \$140,000.

**WHEREAS**, on January 31, 2025, the City of South El Monte ("City") received notice that it was awarded two hundred two thousand dollars (\$202,000.00) in grant funding, including a twenty five percent (25%) local match requirement of the City for fifty thousand five hundred dollars (\$50,500) to update the City's Local Hazard Mitigation Plan ("LHMP"), by the California Governor's Office of Emergency Services (Cal OES) ; and

**WHEREAS**, on July 15, 2025, the City Council of the City of South El Monte ("City Council") approved the issuance of the Request for Proposals for Consulting Services to Update the City's LHMP ("RFP"); and

**WHEREAS**, eight (8) proposals were received and opened on August 16, 2025; and

**WHEREAS**, upon reviewing the proposals submitted in response to the RFP, City staff identified Emergency Planning Consultants ("EPC") as the best overall proposal that would benefit the City with the highest score based on criteria identified in the RFP to execute the sought services.

**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 finds that all of the foregoing Recitals are true and correct.

**SECTION 2.** The City Council hereby approves the Agreement with Emergency Planning Consultants ("EPC") for consulting services to update the City's LHMP in the amount not to exceed one hundred forty thousand dollars (\$140,000.00), a copy of which is attached hereto as Exhibit A.

**SECTION 3.** The City Manager is authorized to execute the Professional Services Agreement with EPC and to take all actions necessary to effectuate the Agreement on behalf of the City.

**SECTION 4.** This Resolution is effective immediately upon adoption. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> Day of October 2025.

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Gloria Olmos, Mayor

ATTEST:

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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. 25-086, 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 16th day of September 2025, and that said Resolution was adopted by the following vote:

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

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Adrian Garcia, MMC, City Clerk

## ATTACHMENT B



August 6, 2025

This proposal from Emergency Planning Consultants (EPC) responds to a Request for Proposal To Provide the City of South El Monte with a Local Hazard Mitigation Plan. It has been EPC's pleasure to have prepared the City's previous mitigations plans for 2009 and 2021.

EPC has written more than 160 FEMA-approved mitigation plans for a broad spectrum of entities – cities, counties, school districts, and water districts. EPC is especially proud to have written the 2014 Los Angeles County All-Hazards Mitigation Plan and the 2023 Los Angeles Metropolitan Transportation Authority All-Hazards Mitigation.

*It's important to note that under the new FEMA mitigation planning regulations (2023 and 2025), EPC has already received FEMA approvals for five plans: City of Rosemead, City of Monterey Park, City of Hermosa Beach, and the Town of Yucca Valley.*

Hazard mitigation planning has been at the very core of “recovery planning” for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities include projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks have greatly reduced damage and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as “insurance” or a “good investment”, there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved LHMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for LHMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, and meeting facilitation.

***Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation having written the most FEMA-approved plans in California.***



Although Ms. Harshman worked as an independent contractor in the area of emergency management from 1987-1997, in 1997 she established herself as a sole proprietor of the woman-owned business known as Emergency Planning Consultants. The DBA (Doing Business As) is maintained through the County of San Diego, California and with client jurisdictions as required. Ms. Harshman will have all contractual responsibility with the City of South El Monte. The Federal Tax ID is 27-0204294. Ms. Harshman maintains only one office (San Diego, CA) and is the only full-time employee. From the start of her business, Ms. Harshman has consistently chosen to mentor local emergency managers by introducing them to consulting opportunities.

Ms. Harshman has no litigation, claims, or any other matters that have or could lead to litigation.

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants.

This cover letter attests that all information submitted within the proposal by Emergency Planning Consultants is true and correct.

Respectfully,



Carolyn J. Harshman, MPA, CEM  
President  
Emergency Planning Consultants  
3665 Ethan Allen Avenue  
San Diego, CA 92117  
Cell: 858-922-6964  
epc@pacbell.net  
[www.carolynharshman.com](http://www.carolynharshman.com)

**Attachments:**

EPC Proposal  
RFP Attachment A

### **Understanding of Scope**

Emergency Planning Consultants (EPC) works exclusively in the area of hazard mitigation planning. We have prepared more than 160 FEMA-approved hazard mitigation plans. We are especially proud to have written the 2014 Los Angeles County All-Hazards Mitigation Plan and the 2023 Los Angeles Metropolitan Transportation Authority All-Hazards Mitigation. Active work includes new or updated hazard mitigation plans for cities and special districts (school, water) in Southern California.

Ms. Carolyn Harshman is EPC's founder and owner. She has enjoyed two careers: City Planning and Emergency Management. Both careers require a fierce commitment to continuous improvement in the areas of professional skills including research, data collection, mapping, stakeholder involvement, community outreach, technical writing, public speaking, communications, meeting facilitation, and understanding of regulatory requirements.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and garnering an adoption from the City Council.

Since the passage of the Disaster Mitigation Act of 2000, EPC has devoted countless hours to understanding associated FEMA regulations and interpretation relating to mitigation planning. Most recently, on April 19, 2023 and April 11, 2025, FEMA issued updates to its Local Mitigation Planning Policy Guides. These guides raised the bar on the need for more societal research, community outreach, facility familiarity, and knowledge of a community's vulnerability to the impacts of hazards. Since the release of the updated guides, EPC staff has made every effort to read, interpret, and update research and community outreach efforts to maximize the intent of FEMA new standards. In addition to the FEMA Guides and associated Handbook, EPC staff have participated in Cal OES Technical Assistance sessions, Cal OES Consultant Briefings, numerous webinars and courses focused on techniques and samples of research on climate change and special considerations regarding the needs and vulnerabilities of the underserved communities and socially vulnerable populations.

In addition, EPC improves its level of expertise every time a plan is submitted for formal review by Cal OES and FEMA. Every community is different and every reviewer has their own interpretations of the regulations. This delicate balance must be maintained in order to satisfy regulations unique to California.

Under the new FEMA mitigation planning regulations (2023 and 2025), EPC has received FEMA approvals for the City of Rosemead, City of Monterey Park, City of Hermosa Beach, and the Town of Yucca Valley.

### **Project Approach/Methodology/Work Plan**

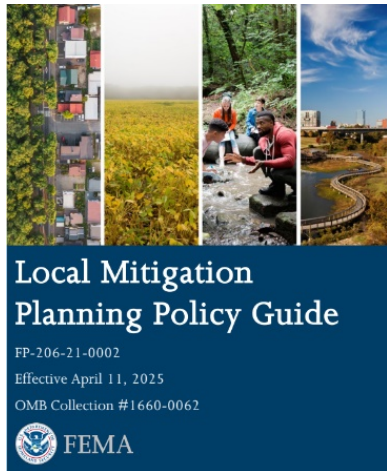
A FEMA-approved LHMP will maintain the City of South El Monte's eligibility to compete for Hazard Mitigation Grant Program funds which are made available to entities within declared areas following a Presidential Disaster Declaration. Mitigation activities include projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of the federal Disaster Mitigation Act of 2000 (DMA 2000), there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks have greatly reduced damage and loss of life.



In addition to the incentive to access federal grant funds, the National Institute of Building Sciences in 2019 issued an update to its landmark report “Natural Hazard Mitigation Saves”. The study analyzed the benefit cost ratio of a range of mitigation activities including mitigation planning and building retrofits. The findings revealed a dramatic return on investment. For mitigation activities, **every dollar spent yielded a six dollar return** on avoided losses in the future. For building retrofits, every dollar spent yielded a

four dollar return on avoided losses in the future.

The planning approach identified in this proposal is considerably different than the approach followed by EPC since the early days of DMA 2000. The work now requires robust research into hazard vulnerability and impacts, increased community outreach, vulnerability of assets to hazards, and integration of a jurisdiction’s governing documents. Since the release of FEMA’s updated standards, FEMA revised its “checklist” for use by state and federal reviewers. The FEMA Region IX Local Mitigation Plan Review Tool (PRT) includes the following task elements:



- Element A: **Planning Process**
- Element B: **Risk Assessment**
- Element C: **Mitigation Strategy**
- Element D: **Plan Maintenance**
- Element E: **Plan Update**
- Element F: **Plan Adoption**
- Element G: High Hazard Potential Dams (not applicable)
- Element H: Additional State Requirements (none at this time)

Changes in FEMA regulations added a significant burden onto jurisdictions to design and execute effective community outreach materials and related activities. EPC stands ready to develop and facilitate the community outreach strategy utilizing the City’s existing communications resources including social media, press releases, alerts, newsletters, and public forums. EPC will develop and utilize content for all these mediums. Additionally, due to the sweeping changes in the FEMA regulations and the need for additional data, EPC has worked hard to revitalize the way we write plans. Our new format includes more charts, graphs, tables, and maps to enhance the user experience.

Nothing can replace EPC’s years of experience and track record at facilitating and writing FEMA-approved mitigation plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team meetings, community outreach, facilitating the formal review, and participating in the adoption meeting. EPC prides itself on working closely with the City Project Manager to bend and adjust to the content, format, and scheduling needs.

EPC methodology is based on a dedication to continuous learning and improvement. Every mitigation plan is a mix of a community’s profile and hazards. This is balanced with the federal regulations and planning directives from the State of California. As each EPC mitigation plan is written it is tempered by lessons learned about hazards and recent interpretations by the Cal OES and FEMA reviewers. To ensure compliance with the federal regulations, the plan will include “milestones” indicating the location of required content. The project objectives will be

met by following EPC rigid process of data collection, hazard research, meeting management, and mastery of the regulations guiding the development of hazard mitigation plans.

Although the plan's approval is certainly the goal, the focus on the project approach is to create a planning process that will imprint and motivate the Planning Team throughout the implementation phase. EPC takes great pride in building a culture of awareness regarding hazard mitigation.

Building on the guidelines mentioned above, the required "elements" will be fulfilled utilizing the following methodology:

### ***Element A – Planning Process***

- The **Planning Process** will document the process used to research, write the plan, and develop the community outreach strategy. A **City Profile** will include pertinent demographics and organizational structure as well as the history and unique characteristics of the community. The 2023 FEMA Guidelines brought along sweeping changes to mitigation planning particularly in the area of climate change and socially vulnerable populations. It took nearly a year before the Cal OES and FEMA reviewers were on agreement on their interpretation of the new rules. Then, on April 11, 2025, the new federal administration issued an update essentially saying that the climate change and social vulnerability discussions were not longer required. EPC's position is that since California regulations continue to require addressing both topic areas, that the mitigation plans it produces will continue to research and document the existence of and vulnerabilities climate change impacts on socially vulnerable populations.

*The project will be supported by the involvement of three groups: 1) City Planning Team, 2) Stakeholders as required by FEMA (discussed later), and 3) the Public.*

**City Project Manager** will play an important role in supporting the community outreach activities. EPC will provide a copy of EPC's Community Outreach Strategy which includes the steps EPC will follow to design and execute the community outreach activities. The Strategy includes actual samples and templates of a stakeholder list, outreach log, flyer, survey, video, social media, and press release. Although EPC will produce all of these tools, the City Project Manager will facilitate posting and placement of communications relating to the community outreach activities.

**Public and Stakeholder Notification** will be the backbone of the community outreach portion of the project and the options for involving the public even before the first Planning Team meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations have access to the Planning Team during the planning process. In compliance with FEMA guidance, EPC will work closely with the City Project Manager to develop an effective stakeholder list. All outreach activities will be coordinated between the EPC and City Project Managers.

- **Community Outreach** will be integrated into existing City public forums and events. Also, all outreach materials will be available in English and Spanish. Whether placing a project flyer at the back of a Council or Commissioners meeting, available at the public counter, farmers markets, or other public events, EPC strongly encourages using existing forums since people are already gathered. Also, EPC will produce a project video that briefly discusses the planning process and overview of the hazards. The video can be posted on the City's website along with the flyer which encourages readers to participate in a project

survey. The mitigation survey will be hosted by EPC and results shared with the Planning Team and documented in the Plan. EPC will also customize emails and press releases to be distributed by the City. Also, EPC will provide advice on the City's social media postings.

- **Outreach Meetings** are identified in the City's Scope of Work. Specifically, the RFP calls for "public outreach meetings (as needed) to present findings and obtain input on mitigation strategies". EPC recommends a virtual public workshop to introduce the hazards and discuss the status of the 2021 Mitigation Strategy. This meeting will be scheduled to follow Planning Team Meeting #3 where the status of the mitigation strategy will have been discussed. Also, EPC recommends one virtual meeting for the stakeholders to discuss and provide input on the First Draft Plan. Copies of the First Draft Plan would be included in the invitations at least one week in advance of the meeting. The presentation would include a brief summary of hazards and in-depth discussions on the new Mitigation Strategy. (Note: EPC recommends the outreach meetings be virtual because they are better attended. However, should the City have a preference for live meetings, EPC will be happy to accommodate.)

- **Outreach Materials** will be developed and maintained by EPC that can be customized for the jurisdiction for use in social media, website postings, flyers, and public forums. These materials include a scripted/recorded PowerPoint and a Hazard Mitigation Survey. Equally important is the need for a deliberate effort to identify and involve underserved communities and socially vulnerable populations. It's of critical importance that the Planning Team fully utilize internal resources to distribute information about the hazard mitigation planning project. As an example, the City Council and Planning Commission meet on a regular basis with time dedicated to announcements. This creates an ideal public forum for distributing project information to a broad range of individuals and agencies with an interest in the resilience of the Authority. *All outreach materials will be produced in English and Spanish. Also, the Executive Summary to the Hazard Mitigation Plan itself will be produced in English and Spanish.*

**CITY OF ROSEMEAD**  
**LOCAL HAZARD MITIGATION PLAN (LHMP)**

The City of Rosemead is updating its Local Hazard Mitigation Plan (LHMP), and community involvement is crucial for shaping the direction of our emergency preparedness efforts. This updated LHMP will enable the City to reassess and mitigate risks posed by natural disasters, refine current strategies, and formulate new ones aimed at safeguarding lives and property against future natural and man-made disasters.

To learn more or have questions about the hazard mitigation planning, please reach out to Mandy Wong, Public Safety Supervisor at [mwong@cityofrosemead.org](mailto:mwong@cityofrosemead.org) or at (626) 569-2168.

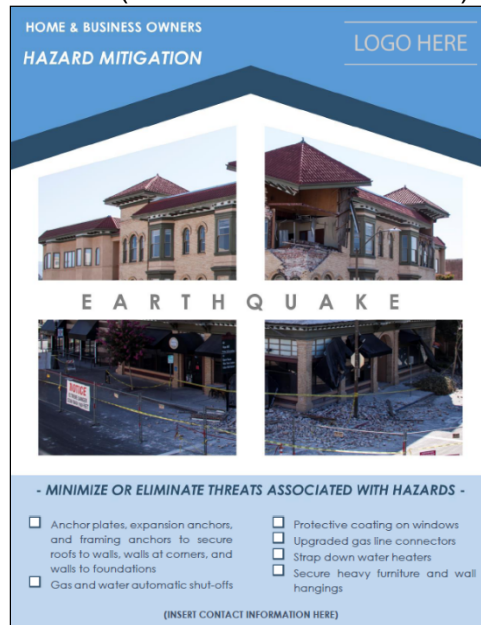
**SCAN ME!**

Please scan the QR code to the right or visit the URL listed below to participate in the survey.

<https://www.surveymonkey.com/r/HY3N5WB>

- **Planning Commission** dedicated time during the 2021 LHMP planning process to hear a presentation and provide input to the mitigation plan. EPC recommends the Planning Commission again be asked to review and forward recommendations to the City Council on the Third Draft Plan. The Third Draft Plan will include any changes made to the plan during the formal review with Cal OES and FEMA. EPC will prepare a staff report and presentation to be delivered by EPC President Carolyn Harshman. The Commission already provides considerable input to the General Plan and Capital Improvement Plan, so gaining their input would be helpful toward integrating the LHMP.

- **Home and Business Mitigation** will be encouraged with EPC community outreach tools:
  - Distribution of a range of EPC-produced handouts sharing mitigation techniques available to customers (residents and businesses).



- Links to hazard information allowing residents and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- **Planning Team**

EPC will assist with creating a Planning Team including representatives from the following City departments: Administration, Public Works, Community Development, Building and Safety, Code Enforcement, and Community Services.

EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the five meetings. The meetings will be delivered virtually. EPC maintains a Zoom account. Should the City prefer a different medium for conducting meetings, EPC will accommodate those requests.

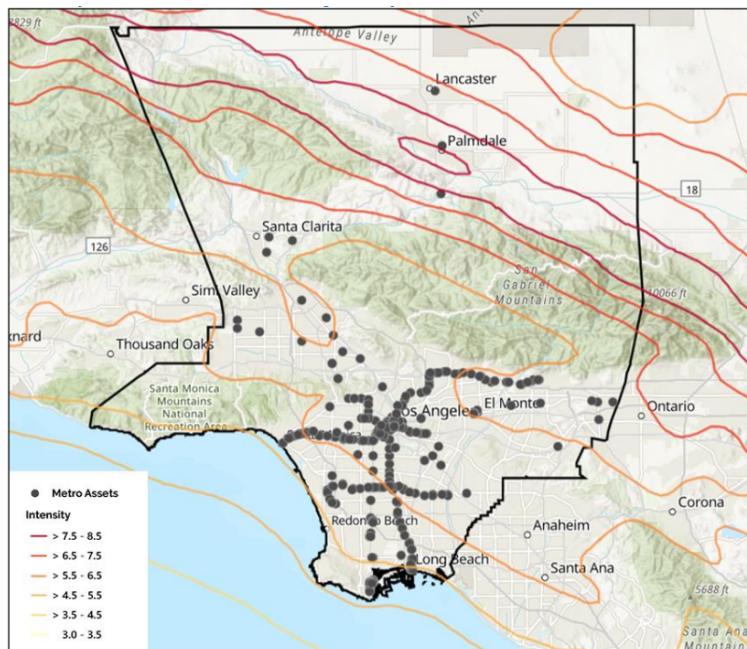
- **Planning Team Kick-Off (Meeting #1)** (2 hours)
  - The purpose of the kick-off is to provide a general overview of the project tasks and timeline, draft plan goals, gather pertinent documents, and review the changes to FEMA regulations since the 2021 LHMP.
- **Planning Team Meeting #2** (2 hours)
  - The purpose of the second meeting is to identify and rank hazards and review HAZUS maps and reports. Also, the 2021 Capability Assessment and Mitigation Actions Matrix will be introduced. Additionally, EPC will share

mitigation-related policies and projects identified in the City's General Plan and CIP.

- **Planning Team Meeting #3** (2 hours)
  - The purpose of the third meeting is to review input gathered through the Mitigation Survey and to continue work on the Mitigation Actions Matrix.
- **Planning Team Meeting #4** (2 hours)
  - The purpose of the fourth meeting is to finalize the Mitigation Actions Matrix.
- **Planning Team Meeting #5** (2 hours)
  - Review of the Initial Draft Plan will be preceded by advance distribution of the document to the Planning Team. The purpose of the fifth meeting is to provide an opportunity for the Planning Team to contribute to the First Draft Plan. Also, this meeting will include a discussion on final preparations and logistics for soliciting input from the public and stakeholders during the distribution of the First Draft Plan.

**Element B – Risk Assessment**

- The **Risk Assessment** section will include a discussion on “hazard identification” followed by an analysis of location, extent, vulnerability, and probability of the various hazards.
  - The prioritized hazards will be “profiled” utilizing information from the National Risk Index, State Hazard Mitigation Plan, County of Los Angeles All-Hazards Mitigation Plan, and the City's General Plan Public Health, Safety, and Environmental Justice Element. EPC will present a summary of each document and will assist the Team in finalizing the hazards to be profiled.
- The **Vulnerability and Impacts Assessment** section will include EPC-produced hazard-specific maps and HAZUS-MH maps and reports (see below). In addition, EPC will research contemporary hazard events, investigate changes in the risks and vulnerabilities, and outline impacts of hazards on the project area's critical and essential assets. See map below from LA Metro's Hazard Mitigation Plan:



- HAZUS-MH (Hazards United States – Multi-Hazard) is a software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports. The specific scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g., San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a detailed report on impacts on people, structures, infrastructure, and utilities. A dam inundation sample HAZUS-MH flood map prepared by EPC is shown to the right.



**Element C: Mitigation Strategy**

- **Capability Assessment** includes a list of the programs (departments, strategic plans, budgets, facility improvement plans), policies, and personnel available within the jurisdiction to complete the Mitigation Strategy.
- **Hazard Mitigation Goals and Priorities** will be discussed during the first Planning Team meeting.
- **Mitigation Actions Matrix** are the very core of the mitigation plan. As discussed earlier under “Planning Team Meetings”, EPC will gather numerous resources to assist in the preparation of the Mitigation Actions Matrix. Updates on 2021 mitigation action items will be gathered as well as developing future mitigation actions. Each action item will include the FEMA-mandated details like timeline, assigned department, goals accomplished, relationship to building/infrastructure, cost, benefit, and priority. During this process, Planning Team members will be encouraged to think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC will present simple tools to facilitate the ranking of costs, benefits, and priorities. Also, EPC will gather mitigation-related policies and projects from the City’s General Plan and Capital Improvement Program to add to the Mitigation Actions Matrix.

**Element D: Plan Maintenance**

- The **Plan Maintenance** element will include information on monitoring, evaluating and updating which will include identification of the timing and tasks involved in implementing the FEMA-approved LHMP. While the Mitigation Actions Matrix itself will contain all of the FEMA-mandated and practical information required to implement, the Plan Maintenance element will outline the schedule and process for implementing the Matrix. The Plan Maintenance element will include an Implementation Plan for tracking progress on a monthly/quarterly/annual basis.

- Incorporation into existing planning mechanisms is particularly important if mitigation is to be achieved successfully. It's common for a jurisdiction's regulatory documents to be closely associated with many of the mitigation actions items. FEMA wants to ensure that the mitigation plan is not a stand-alone document but rather part of a comprehensive approach to hazard mitigation.
- Continued public involvement is another important component of the Plan Maintenance chapter. As with the writing of the plan, it's critical that steps be in place to ensure access to the plan along with an opportunity to comment on the status of mitigation action items, summaries of Planning Team implementation meetings, announcement of seeking/winning mitigation-related grants, and news of future plan updates.

***Element E: Plan Update***

- The Plan Update element will document changes in development within the project area since the 2021 LHMP. This discussion will include changes in construction practices and land uses in areas prone to hazards. Also, a discussion on how these changes impact the underserved communities and socially vulnerable populations.

***Element F: Plan Adoption***

- Following review and input on the Initial Draft Plan by the Planning Team, the First Draft Plan will be available to the public and stakeholders for input, questions, and comments. Following incorporation of gathered information, EPC will submit the Second Draft Plan to Cal OES along with a FEMA Plan Review Tool. EPC will lead all communications with Cal OES reviewers to address any questions or concerns. Changes will be made as mandated in the DMA 2000 regulations and the 2025 FEMA Local Mitigation Planning Policy Guide. Once Cal OES deems the plan complete, it will be forwarded to FEMA. Once FEMA issues an Approvable Pending Adoption notice, EPC will present the Third Draft Plan to the Planning Commission. The Commission's input will be added to the Final Draft Plan which will be presented to the City Council. The resolution of adoption will be sent to FEMA along with a request for a Letter of Approval.

## Project Schedule

Tasks	September 2025	October	November	December	January 2026	February	March	April	May	June	July
<b>Element A: Planning Process</b>											
Research and Write Draft and Final Plan	X	X	X	X	X	X	X	X	X	X	
Conduct Initial Community Outreach (Survey, Video, Press Release, Social Media)	X										
Planning Team Kick-Off (Meeting #1) Project Overview, Initial Hazard Overview, and Community Outreach Strategy (also serves as Stakeholder Meeting #1)		X									
Planning Team Meeting #2 Prioritize Hazards, HAZUS and Hazard-Specific Maps, Capability Assessment			X								
Planning Team Meeting #3 Review Mitigation Action Items			X								
Conduct Public Workshop – Hazard Overview and 2021 Status of Mitigation Strategy			X								
Planning Team Meeting #4 Develop Mitigation Action Items				X							
Planning Team Meeting #5 Review Initial Draft Plan					X						
Solicit Input from Public and Stakeholders to First Draft Plan						X					
Conduct Stakeholder Workshop – Discuss First Draft Plan						X					
<b>Element B: Risk Assessment</b>											
Conduct Risk Assessment and Vulnerability & Impacts Assessment	X	X									
Prepare HAZUS and Asset Maps		X									
<b>Element C: Mitigation Strategy</b>											
Develop Mitigation Actions			X	X							
<b>Element D: Plan Maintenance</b>											
Identify Monitoring, Evaluating and Updating the Plan	X										
<b>Element E: Plan Update</b>											
Incorporate Change in Development	X										
<b>Element F: Plan Approval</b>											
Submit Second Draft Plan to Cal OES/FEMA. Complete Mandated Revisions						X	X	X	X		
Present Third Draft Plan to Planning Commission									X		
City Council Adoption Meeting										X	
Submit Proof of Adoption to FEMA										X	
Receive FEMA Final Approval											X
Incorporate FEMA Final Approval into Final Plan											X

### **Team Experience and Resumes**

The EPC Team selected for this project is the perfect balance of subject matter history, expertise, background, and local knowledge.



**Name:** Carolyn J. Harshman, MPA, CEM  
**Education:** Master of Public Administration  
**Professional Affiliations:** International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association  
**Professional Licenses and Certifications:** Certified Emergency Manager

Carolyn Harshman, CEM is the sole proprietor Owner and President of Emergency Planning Consultants and will serve as the EPC Project Manager and Principal Planner. Preparing a Local Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the EPC Project Manager to the City Project Manager and will maintain responsibility for all aspects of the contracted services. Monthly status updates will be provided to the City Project Manager including budget and work progress. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating in all Planning Team meetings, community outreach activities with the Planning Commission and City Council. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and work products with the EPC Support Team, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Support Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Disaster Preparedness. There she updated the County's Emergency Operations Plan and also served as the Hazards Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans (now known as Emergency Operations Plans) and providing training. In 1997, she ended her career with local government and established Emergency Planning Consultants.

Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a

Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy as well as FEMA's first cohort of the Vanguard Crisis Leadership Fellows Program. Ms. Harshman is an active leader in the six thousand member International Association of Emergency Managers, serving as Chair of the Conference Committee, Chair of the Leadership Symposium, Chair of the Membership & Marketing Committee, President of IAEM-USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories), Second Vice President of IAEM-USA, First Vice President of IAEM-USA, 2021-2022 President of IAEM-USA, and 2022-2023 Immediate Past President of IAEM-USA.

### EPC Support Team



**Name:** Jill N. Caputi, MS, CEM

**Education:** Master of Science – Emergency Management

Jill Caputi is a part-time independent contractor serving as Lead Hazard Mitigation Analyst. She is responsible for hazard and demographic research and writing in support of hazard mitigation plans. Since 2023, Jill has assisted with the preparation of the Rowland Water District MJHMP (including 11 water agencies) as well as single jurisdiction plans for the City of Rosemead, Town of Yucca Valley, City of La Puente, City of Hermosa Beach, City of Monterey Park, City of Signal Hill, Rubidoux Community Services District, and City of Walnut MJHMP.



**Name:** Megan R. Fritzler, BA

**Education:** Bachelor of Arts – Liberal Studies

Megan Fritzler is an independent contractor serving as the Plan Writing Analyst. She is responsible for gathering information from the Planning Team and EPC Team required to write hazard mitigation plans. Since 2018, Megan has assisted with the preparation of hazard mitigation plans including FEMA-approved multi-jurisdictional plans City of Walnut MJHMP, City of Rancho Palos Verdes, City of Rolling Hills Estates, and Sonoma County Office of Education MJHMP. Also, she assisted with numerous single jurisdiction plans including Los Angeles Metropolitan Transportation Authority.



**Name:** Israel Estrada, MS, CEM

**Education:** Master of Science – Emergency Management

Israel Estrada is a part-time independent contractor serving as the Research and Mapping Analyst. Since 2019, Israel has assisted with the preparation of hazard mitigation plans for the City of Compton, City of La Habra Heights, City of Rosemead, and Sonoma County Office of Education MJHMP.

## Organizational Chart



### Project Management

As identified below, the EPC Project Manager and EPC Support Team will communicate at least once each week and any other time as needed. The EPC Project Manager will communicate with the City Project Manager on a monthly basis or more frequently as necessary. The majority of the communication will be with the full Planning Team while special requests for resources (mapping, data, documents) will go to the City Project Manager. The preferred method of communication is email in order for the EPC Project Manager to maintain documentation of all conversations. Meetings will be conducted over EPC's Zoom account.

### Roles and Responsibilities for Planning Team and other Staff

The most common obstacle in the planning process is the lack of time on the part of the jurisdiction's Planning Team members. EPC totally understands how government staff are stretched to the limit. That's the reason we take so much pride in "doing the heavy lifting". We do research and develop tools to make the planning process easy and hopefully even fun. In total, the Team can expect to spend no more than 15 hours on the entire project. There are 5 2-hour meetings and 5 hours will be needed to review the Initial Draft Plan and participate in the decision maker meeting. As for the City Project Manager, more time will be required for EPC communications, information requests, assisting with community outreach activities, and participating in the Planning Commission and City Council meetings. In total, the City Project Manager can expect to spend approximately 30-40 hours on the project.

### Completed Projects

Below is the list of FEMA-approved (completed) hazard mitigation projects since 2020. Ms. Harshman was the EPC Project Manager and Principal Planner for each of these projects. All three of the ICs assist with hazard research, mapping, and community outreach. Please see earlier section EPC Support Team for specific job descriptions. All of the contracts had the same contracted fee and final fee.

Client	Client's Point of Contact	Completed	Fee	Independent Contractor
City of Compton	Mr. Jim McCombs Battalion Chief (310)605-6272	2023	\$50,000	Megan Fritzler
City of Covina	Mr. Ray Navera Management Analyst (626) 384-5603	2020	\$30,000	Megan Fritzler
City of Duarte	Mr. Jason Golding Planning Division Manager (626) 357-7931 x231	2020	\$35,000	Megan Fritzler
City of Hermosa Beach	Mr. Maurice Wright Emergency Management Coordinator (310) 947-0341	2025	\$52,500	Jill Caputi
City of La Habra Heights	Mr. Rafferty Wooldridge Assistant City Manager (562) 694-6302	2022	\$35,000	Israel Estrada and Megan Fritzler
City of Monterey Park	Ms. Rebecca Bojorquez Principal Management Analyst (626) 307-1272	2025	\$50,000	Jill Caputi
City of Rosemead	Ms. Mandy Wong Public Safety Supervisor – Emergency Services (626) 569-2168	2024	\$45,000	Jill Caputi and Israel Estrada
City of Santa Ana	Mr. Steve Rhyner Emergency Operations Coordinator (714) 647-5315	2022	\$72,000	Megan Fritzler
City of San Fernando	Mr. Ken Jones Management Analyst (818) 898-1240	2021	\$30,000	Megan Fritzler
City of Sierra Madre	Mr. Brent Bartlett, Fire Chief (626) 355-3611 x606	2020	\$35,000	Megan Fritzler
City of South El Monte	Mr. Rene Salas, City Manager	2021	\$35,000	Megan Fritzler

Client	Client's Point of Contact	Completed	Fee	Independent Contractor
	(626-579-6540)			
City of Walnut, Mt. San Antonio College, Walnut Valley Unified School District	Mr. Gabriel Katigbak, Associate Planner (909) 348 - 0740	2020	\$120,000	
Jurupa Community Services District	Dave Smith, Emergency Response Manager (951) 685-7434 x124	2021	\$35,000	
Los Angeles County Metropolitan Transportation Authority (LA Metro)	Ms. Moniek Pointer, Manager – Emergency Management (213) 264-0858	2023	\$150,000	Megan Fritzler
Morongo Unified School District	Ms. Heather Buracchio Administrative Specialist-Contract Analyst (760)367-9191 x4251	2020	\$30,000	Megan Fritzler
Mountains Recreation and Conservation Authority	Ms. Julien Buenaventura Project Manager (323) 221- 9944 Ext. 104	2022	\$75,000	Megan Fritzler
Sonoma County Office of Education MJHMP (included 42 school districts)	Ms. Bonnie Brown Administrative Office Specialist 707-524-2605	2023	\$224,000	Megan Fritzler
Town of Yucca Valley	Ms. Jessica Rice Senior Management Analyst (760) 369-7207 x227	2025	\$45,000	Jill Caputi

**References – Most Recent**

The following are contacts for the most recent FEMA-approved hazard mitigation plans:

**City of Duarte**

1600 Huntington Drive  
 Duarte, CA 91010  
 Contact: Mr. Jason Golding  
 (626) 357-7931 x231  
 goldingj@accessduarte.com

**City of Bellflower**

16600 Civic Center Drive  
 Bellflower, CA 90706  
 Contact: Mr. Brian McNerney  
 (562) 925-0124 x2532  
 bmcnerney@bellflower.ca.gov

**City of Sierra Madre**

242 W. Sierra Madre Boulevard

Sierra Madre, CA, 91024

Contact: Fire Chief Brent Bartlett

(626) 355-3611 x606

[bbartlett@cityofsierramadre.com](mailto:bbartlett@cityofsierramadre.com)

## Key Personnel Resume – Carolyn J. Harshman, MPA, CEM

Carolyn J. Harshman, MPA, CEM

3665 Ethan Allen Avenue

San Diego, CA 92117

Telephone: (858) 922-6964

E-Mail: [epc@pacbell.net](mailto:epc@pacbell.net)

Web: [www.carolynharshman.com](http://www.carolynharshman.com)

CAROLYN J. HARSHMAN, MPA, CEM

### E D U C A T I O N

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977

BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

### C E R T I F I C A T I O N

Certified Emergency Manager (CEM), International Association of Emergency Managers

### E X P E R I E N C E

**President (1984 to Present), *Emergency Planning Consultants***, San Diego, California. Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security – FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); Numerous comprehensive programs including plans, training, and exercises for cities and special districts in California; City of Santa Ana (emergency operations plan, hazard mitigation plan); City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Southwestern Community College District (comprehensive program of plans, training, and exercises); Los Angeles County Metropolitan Transportation Authority (hazard mitigation plan); Antelope Valley Transit Authority (comprehensive program of plans, training, and

exercises) and numerous other local governments, school districts, and other government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses. Exercise services have included full-scale/field exercises (8), functional exercises (250), and tabletops (1,500).

**Faculty (1984 to Present), *National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.***

**Senior Projects Manager (1995 to 1996), *Southeastern Economic Development Corporation*, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.**

**Director of Training & Development (1987 to 1995), *City of San Diego*, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.**

**City Planner (1985 to 1987), *City of San Diego Planning Department*, San Diego, California.**

**Operations Officer (1982 to 1985), *County of San Diego Office of Disaster Preparedness*, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.**

**Regional Land Use Planner (1977 to 1982), *County of San Diego Department of Planning and Land Use*, San Diego, California.**

## SPECIAL RECOGNITION

**National StormReady Board, U.S. National Weather Service, Member, 2008-2018**

### **FEMA Emergency Management Institute**

Advisory Group on Emergency Planning, 2005-present

National Emergency Management Executive Academy, First Cohort, 2013

Vanguard Fellowship Executive Crisis Leadership Program, First Cohort, 2022

### **International Association of Emergency Managers (IAEM), Member, 1996-present**

IAEM-USA Immediate Past President 2022-2023

IAEM-USA President 2021-2022

IAEM-USA First Vice President 2020-2021

IAEM-USA Second Vice President 2019-2020

IAEM-USA Region 9 President 2015-2019

Membership and Marketing Chair 2014, 2015

Leadership Symposium Chair 2012

Conference Committee Chair 2006, 2007, 2008, 2009, 2010, 2011

Conference Committee Member 2000-present  
California State Representative 2004, 2005, 2006, 2007, 2008, 2009  
Speaker, 1998 Annual Conference  
Topic: *Standardized Emergency Management System 101*  
Topic: *Grassroots Recovery – The Recovery Task Force*  
Speaker, 1997 Annual Conference  
Topic: *Creative Financing Techniques for Hazard Mitigation*  
Speaker, 2012 Annual Conference  
Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*  
Speaker, 2016 Annual Conference  
Topic: *Demystifying Pre-Disaster Recovery Planning*  
Speaker, 2017 Annual Conference  
Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*  
Speaker, 2018 Annual Conference  
Topic: *Will You Win or Lose at the Game of Debris Management?*  
Speaker, 2022 Annual Conference  
Topic: *Code of Ethics and Code of Professional Standards*

**California Emergency Services Association (CESA), Member, 2000-present**  
Webinar Speaker, March 2015  
Topic: *Optimizing Opportunities for Mitigation*  
Speaker, October 2015  
Topic: *Demystifying Pre-Disaster Recovery Planning*  
Speaker, 2018 Annual Conference  
Topic: *Will You Win or Lose at the Game of Debris Management?*

**National Hazard Mitigation Association (NHMA), Member, 2012-present**

**ATTACHMENT C**

**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

**Emergency Planning Consultants (EPC)**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SOUTH EL MONTE AND  
EMERGENCY PLANNING CONSULTANTS (EPC)**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 7<sup>th</sup> day of October, 2025, by and between the City of South El Monte, a California municipal corporation (“City”), and Emergency Planning Consultants (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

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

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

C. The execution of this Agreement was approved by the City Council of the City of South El Monte (“City Council”) at its Regular Meeting of July 15, 2025 under Agenda Item No. 7e;

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

**OPERATIVE PROVISIONS**

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

**(A) SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall perform the services and tasks described and outlined in the City’s Request for Proposals, attached hereto as Exhibit A, and the Consultant’s Proposal, attached hereto as Exhibit B, both incorporated herein as though set forth in full (“Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. Consultant shall complete the services and tasks set forth in the Scope of Work according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit B contains provisions inconsistent with this Agreement and/or Exhibit A, the provisions of this Agreement and Exhibit A shall govern. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.”

## **1.2 Performance**

- 1.2.1 Time is of importance for this Agreement and every provision contained herein. The Work shall commence upon mutual consent of the Parties subsequent the City's issuance of a written Notice to Proceed. Consultant shall perform the various tasks identified in, and within the timeframes set forth in, the Scope of Work, and shall complete all of the Work in accordance with the schedule and timeline established by the Parties.
- 1.2.2 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.
- 1.2.3 Consultant shall not claim or be entitled to receive any compensation or damage because of the failure of Consultant, or its subconsultants, to have related services or tasks completed in a timely manner.
- 1.2.4 Consultant shall at all times enforce strict discipline and good order among Consultant's employees.
- 1.2.5 Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

## **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 in which service is rendered.

## **1.4 California Labor Law.**

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

### **1.5 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.

### **1.6 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 the manner in which 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 involves work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions thereupon existing, prior to the 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 City's Contract Officer.

### **1.7 Care of Work.**

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, 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.

### **1.8 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 services of the other.

### **1.9 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 of this Agreement or make changes including, altering, adding to, or deducting from said Scope of Services. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual 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 \$140,000, 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 of this Agreement. 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.

**(B) 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 One Hundred-Forty Thousand Dollars (\$140,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9. In the event Consultant’s charges are projected to exceed the Contract Sum prior to the expiration of this Agreement, City may suspend Consultant’s performance for the relevant Work pending City approval of any anticipated expenditures in excess of the Contract Sum or any other City approved amendment to the compensation terms of this Agreement.

**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 City’s 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 Consultant's attendance at all project meetings reasonably deemed necessary by the City. Consultant acknowledges and agrees that the coordination of its performance of work with the City is a critical component of the services rendered. Consultant further acknowledges and agrees that 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 the City's Director of Finance. By submitting an invoice for payment under this Agreement, the Consultant certifies compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "D", 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. Such categories shall also detail sub-contractor charges. 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 the City's "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.

## **(C) 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 "E" 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 City's 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 3 months from the contract deadline.

**(D) 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 on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Carolyn J. Harshman, CEM                      President

(Name)    (Title)

Jill Caputi                                      CEM

(Name)    (Title)

Israel Estrada                              CEM

Megan Harshman

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 promptly 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 the 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 Dianna P. Gomez, Sr. Administrative Assistant 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 decision-making authority in regards to the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing of their numbers, 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 said 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.

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of \$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 as detailed in Exhibit "B."

## **5.2 General Insurance Requirements.**

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to the commencement of the performance of services of this Agreement. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, from Consultant, 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 performed 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 insurance policy 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 either be promptly reimbursed by Consultant or the City will withhold payment amounts sufficient to pay the insurance premium from Consultant payments. In the alternative, the City may terminate this Agreement in its entirety.

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

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

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

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

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

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, 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 in writing .

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured

against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement 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.

**(F) 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 requires. 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, City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ 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, requests for documents, interrogatories, requests for admission or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. 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, City’s right to review does not imply or provide City with the right to control, direct, or rewrite said response.

**(G) 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 obligations 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 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided for 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 for 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.

#### **7.8 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.

#### **7.9 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or is 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.

### **(H) 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 City's 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 their 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.

## **(I) 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 and/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 acknowledges 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, MMC, City Clerk

**APPROVED AS TO FORM:**  
OLIVERAS MADRUGA LAW ORGANIZATION, LLP

\_\_\_\_\_  
Susie A. 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.**

**EXHIBIT “A”**

**CITY’S REQUEST FOR PROPOSALS**

**Request for Proposals**

To Provide the City of South El Monte with a Local Hazard  
Mitigation Plan



**RFP Release Date: July 16, 2025**

**RFP Response Due: 4:00 p.m. August 14, 2025**

Table of Contents

- I. General Information
  - Community Profile
- II. Purpose & Services Description
- III. Scope of Services
- IV. Information to be Included in the Qualifications Submittal (Proposal)
- V. Corrections
- VI. General Information
- VII. Insurance Requirements
- VIII. Right to Reject All Proposals
- IX. Consultant Agreement
  - x. Attachments
    - A. Affidavit of Non-Collusion
    - B. Claims History
    - C. Sample Professional Services Agreement

I. General Information

Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents, encompassing 2.3 square miles. The City is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both residents and the City's business community are working together to make the City a better place to live and work.

After almost six decades, the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within its 2.3 square miles. The City is currently focusing on improving the environment of the community and making it a better place to live and work.

Overview

The City is seeking consulting services from a qualified firm that specializes in developing and updating a Local Hazard Mitigation Plan (LHMP).

II. PURPOSE & SERVICES DESCRIPTION

The purpose of this Request for Proposals (RFP) is to select the most-qualified consultant to update the City's LHMP for the City of South El Monte. The City will award no more than one contract on a not-to-exceed basis.

The selected consultant's responsibilities will include, but is not limited to, updating the LHMP; conducting community outreach regarding the changes to the LHMP; submitting the LHMP to California Office of Emergency Services (Cal OES) and the Federal Emergency Management

Agency (FEMA) for review and approval; making necessary revisions to the LHMP that Cal OES and FEMA suggest; resubmitting the LHMP to Cal OES and FEMA for approval (if necessary); assisting with relevant presentations to City Planning Commission and City Council; and, providing the City with all maps in ArcGIS and PDF format.

The Consultant shall prepare final LHMP services bid documents (e.g., descriptions of services, fee and rate schedule, bid proposal) and provide LHMP services for the City based on the scope of services as outlined below.

III. SCOPE OF SERVICES

The selected consultant shall cover all labor, tools, equipment, materials, and any supervision necessary to facilitate the LHMP planning process. The City will be responsible for assembling a Hazard Mitigation Planning Team, consisting of City personnel from Administration, Public Works, Building and Planning, and Community Services.

The selected consultant's scope of required services shall include, but is not limited to, the following tasks:

Task 1 — Kick-off Meeting and Progress Meetings — The Consultant will attend a meeting with select City staff to coordinate actions that need to be taken to ensure the LHMP is successfully updated. City staff can request progress meetings where consultant will provide the City with the status of the project.

Task 2 — Conduct necessary research and analysis to prepare a written LHMP as prescribed by FEMA's Local Mitigation Plan Review Guide and the State Local Hazard Mitigation Planning Program in compliance with the newest Federal Disaster Management Act of 2000 requirements.

Task 3 - Identify, profile, and integrate all hazards and mitigation measures, both natural and man-made, that threaten the City. They will review the hazards with the Hazard Mitigation Planning Team and request input for the strategies to mitigate these hazards.

Task 4 — Conduct public outreach meeting(s) as needed to present findings and obtain feedback on draft strategies being considered for inclusion in the LHMP. Revise draft strategies based on feedback. The scope of work will also include new FEMA rules that require opportunities for the general public, as well as interested external agencies (e.g., Adjoining jurisdictions, commissions, etc.), to participate in the planning process.

Task 5 - Prepare draft LHMPs and submit draft LHMP to Cal OES and FEMA for review.

Task 6 — Conduct public outreach meeting(s) as needed to present draft LHMP and obtain feedback on draft LHMP. Revise LHMP based on feedback.

Task 7 - Make all corrections and revisions to the LHMP as requested by City Staff, City Commissions, Cal OES, or FEMA in order for the LHMP to be approved by both FEMA and OES.

Task 8 - Other related tasks in accordance with Cal OES and FEMA LHMP guidelines.

Task 9 - Assist in preparation of Planning Commission and City Council documents and Presentation(s).

Task 10- Present and produce all maps in ArcGIS and in PDF format.

IV. INFORMATION To BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL (PROPOSAL)

1. The submittal must include the following general information about the Consultant:
  - Consultant's profile, including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; and number of employees.
  - List of similar projects that the Consultant has completed within the last five years including previous projects in which the Consultant and Subconsultants have worked together. Information on the completed projects should include project name and description; agency and client name along with the person to contact and telephone number; year completed; contract fee; and the final project cost. Clearly identify previous projects and include a summary of the roles and responsibilities of each party.
  - Legal name of Consulting firm or individual, including name, corporate address and telephone number.
  - Name, title, address, telephone number and email address of the individual(s) who has the authority to negotiate with the City; execute any agreement that may result from such negotiations; and will be Consultant's contact person during the Proposal evaluation period.
  - Federal Tax ID or Social Security No. for firm or individual.
  - A statement to the effect that the Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
  - Identification of all proposed sub-Consultants or Subcontractors, including legal name of the company, address and contact person.
  - Acknowledgement that Consultant is obligated by all addenda to this RFP.
    - Signature of a person authorized to bind Consulting firm to the terms of the Proposal.
  - Signed statement attesting that all information submitted with the Proposal is true and correct.
2. A description of the project team, including resumes, day rates, and responsibilities of all assigned staff. Additionally, provide an organization chart of your company, identifying all sub-contractors.
3. The Consultant's detailed approach for completing the tasks specified in the Scope of Services. The work approach shall be sufficiently detailed to demonstrate Consultant's ability to accomplish project tasks.

4. Provide a minimum of three most-recent similar clients including name, address, contact person, phone number, and e-mail address. The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.
5. A description of any potential work not included in the Consultant's scope of services or which has not been identified in this RFP, which the Consultant feel is essential to the successful completion of the project. This would include additional services by the Consultant or any other necessary tasks to be provided by the City. This potential work must be clearly identified, along with a suggested basis for payment, should those services be necessary or elected by the City.
6. The City must receive proposals by the designated due date and time. Proposals received after designated time and date will not be considered.
7. Consultant's understanding of the project, scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each requirement.
8. Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure that all LHMP services are completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with, but not limited to, providing LHMP services. The Consultant shall provide its services for the duration of the agreement for the approved scope of work and fee.
9. Three copies of the Proposal which must not exceed 25 pages (double-sided pages count as 2 pages) shall be submitted to the City Clerk (Attn: Adrian Garcia, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733) by no later than 4:00 pm on August 14, 2025.
10. Litigation History - information on any litigation, claims, and/or matters that could have led to litigation or a claim arising out of work related to their projects or their subcontractor's projects for the last five years. Please refer to Attachment B for a more detailed list of circumstances ("Claims History").
11. Three copies of a fee Proposal for completing the proposed work, which may be placed in the same envelope as the Proposal. The proposer's fee for LHMP services shall be a fixed not-to-exceed lump sum amount.

12. Attachment A ("Affidavit of Non-Collusion") to be signed and submitted with proposal.
13. The proposal may be withdrawn upon request by the bidder without prejudice to himself/herself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the City Clerk. No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.
14. The successful bidder's proposal guarantee, if required, shall be held until the contract is executed and evidence of insurance, the necessary bonds, sufficiency of surety documents and other documents as specified in the contract documents are submitted. Bid security shall be returned to unsuccessful bidders within twenty (20) days after the successful bidder has signed the contract, submitted evidence of insurance, necessary bonds, sufficiency of surety documents and other documents as specified in the contract documents.

#### V. CORRECTIONS

Corrections or revisions to the RFP and documents prepared by the Consultant are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

#### VI. GENERAL INFORMATION

1. The Consultant is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
2. The City shall not pay any cost incurred in the preparation of a response to this Request for Proposals.

#### VII. INSURANCE REQUIREMENTS

Refer to Section 13 ("Insurance") of the Sample Professional Services Agreement included in this RFP as Attachment C for insurance requirements.

#### VIII. PROPOSAL REVIEW

All proposals will be reviewed by a selection committee comprised of City staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The relative importance of those factors involves judgment on the

part of the Selection Committee and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the following requirements, depending upon the critical nature of such requirements as determined by the City:

1. Meaningful experience providing Hazard Mitigation Plan Services
2. Cost
3. Compliance with Scope of Services (Section III)
4. Responsiveness and thoroughness of proposal
5. Personnel proposed work on the project and the qualifications of those individuals, reference checks, verification of certification, if applicable, and ability to satisfy insurance requirements
6. Any other factors determined by the City to be relevant to the performance of these services

No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for consultant shall apply also to sub-contractors. The City reserves the right to waive minor irregularities and omissions in any submission. The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. The City shall not pay any costs associated with the preparation of proposals, including but not limited to the qualification's submittal, additional information, and/or in any other aspect of a qualification's submittal prior to the award of a written contract. The City will provide only the staff assistance and documentation specifically referred to herein and shall not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City's Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant.

Below is the anticipated schedule for the Consultant selection process:

Request for Proposal Posting /Mailing	July 16, 2025
Submittal Deadline (Date proposals must be received by City)	August 14, 2025 by 4:00 p.m.
Tentative Interview (if necessary)	Week of August 25, 2025
Tentative City Council Award	September 2, 2025

For further information, contact Mr. Rene Salas, City Manager, at 626-579-6540.

#### IX. CONSULTANT AGREEMENT

A sample of the City's Professional Services Agreement is provided in this RFP as Attachment C. Your proposal shall contain a statement of the firm's willingness to

execute the contract with an indication of any contractual requirements for which the Consultant takes exception. The bidder to whom award is made shall execute a written contract with the City in the form included in these contract documents and shall submit evidence of insurance, sufficiency of insurer documents, and other documents as herein provided within fifteen (15) days from the date of mailing of the written Notice of Award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award. In the event the bidder to whom an award is made fails or refuses to execute the agreement within said time, submit evidence of insurance, sufficiency of surety documents, or other documents as specified in the contract documents, the City may declare non-compliant/non-responsive, and it may award the work to the next bidder or may call for new bids.

If the successful bidder refuses or fails to execute the contract, furnish evidence of insurance, sufficiency of surety documents, or other documents as specified in the contract documents, the City may award the contract to the second responsible bidder. If the second responsible bidder refuses to execute the contract, furnish evidence of insurance, sufficiency of surety documents, or other documents as specified in the contract documents, the City may award the contract to the third responsible bidder to execute the contract.

**END OF RFP**

## ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	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

### CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past five (5) 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.
- 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 five (5) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Consultant or the sub-Consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-Consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other

federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).

- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-Consultant.

ATTACHMENT C  
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

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

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article I 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 firstclass 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 1.9.

### 2.2 Method of Compensation

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

### 2.3 Reimbursable Expenses.

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

### 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category),

travel, materials, equipment, supplies, and sub-contractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Measure.

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 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 1,000.0

(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 noncontributory 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:

- (a) 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;
- (b) 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;
- (c) 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 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 the 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 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.

7.8 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.

7.9 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, 6330 Pine Avenue, South El Monte, California 90201 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

"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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

## EXHIBIT "A"

### SCOPE OF SERVICES

- I. Consultant will perform the following Services:
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  
- V. Consultant will utilize the following personnel to accomplish the Services:

EXHIBIT "B"

SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)

**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 1.9.

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.

c-1

EXHIBIT "D"



SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

- A.
- B.
- C.

III. The Contract Officer may \_\_\_\_\_ approve extensions for performance of the services in accordance with Section 3.

**EXHIBIT “B”**

**PROPOSAL SUBMITTED BY CONSULTANT & SCOPE OF WORK**



**Detailed Cost Proposal**

**Hourly Rates**

Carolyn Harshman, CEM \$300  
Jill Caputi, CEM \$150  
Israel Estrada, CEM \$150  
Megan Harshman \$100

<b>Task</b>	<b>Total Cost</b>
Task 1 Kick-off Meeting and Progress Meetings (5 total)	\$10,000
Task 2 Conduct research to be in conformance with FEMA regulations dated April 2025.	\$10,000
Task 3 Identify and Analyze Hazards and Mitigation Strategy	\$30,000
Task 4 Develop Community Outreach Strategy to Engage Public and Stakeholders (includes developing stakeholder list, marketing materials, public and stakeholder workshop on hazards and mitigation strategy)	\$15,000
Task 5 Prepare Initial, First, and Second draft LHMPs. Submit Second draft LHMP to Cal OES and FEMA for review.	\$65,000
Task 6 Conduct Virtual Public and Stakeholder Workshops on First Draft Plan	\$5,000
Task 7 Corrections and Revisions to Draft Plans	Included in Tasks 2 & 5
Task 8 Other related tasks in accordance with Cal OES and FEMA LHMP guidelines.	Included in Tasks 2 & 5
Task 9 Assist with Document Preparation and Participate in Planning Commission and City Council Presentation	\$5,000
Task 10 Present and produce all maps in ArcGIS and in PDF format.	Included in Task 3
<b>Total</b>	<b>\$140,000.00</b>

## **SCOPE OF WORK**

### **I. Consultant will perform the following Services:**

- A. Kick-off Meeting and Progress Meetings (5 total)
- B. Conduct research to be in conformance with FEMA regulations dated April 2025.
- C. Identify and Analyze Hazards and Mitigation Strategy
- D. Develop Community Outreach Strategy to Engage Public and Stakeholders (includes developing stakeholder list, marketing materials, public and stakeholder workshop on hazards and mitigation strategy)
- E. Prepare Initial, First, and Second draft LHMPs. Submit Second draft LHMP to Cal OES and FEMA for review.
- F. Conduct Virtual Public and Stakeholder Workshops on First Draft Plan
- G. Corrections and Revisions to Draft Plans
- H. Other related tasks in accordance with Cal OES and FEMA LHMP guidelines.
- I. Assist with Document Preparation and Participate in Planning Commission and City Council Presentation
- J. Present and produce all maps in ArcGIS and in PDF format.

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

- A. Prepare Initial, First, and Second draft LHMPs. Submit Second draft LHMP to Cal OES and FEMA for review.
- B. Assist with Document Preparation and Participate in Planning Commission and City Council Presentation
- C. Present and produce all maps in ArcGIS and in PDF format.

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

- A. Quarterly Reports to CAL OES

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

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

A. Carolyn Harshman, CEM \$300

B. Jill Caputi, CEM \$150

C. Israel Estrada, CEM \$150

D. Megan Harshman \$100

**EXHIBIT “C”**

**SCHEDULE OF COMPENSATION**

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

<b>Task</b>	<b>Total Cost</b>
<b>Element A: Planning Process</b>	
Plan Writing - Drafts and Final Plan	\$60,000
Planning Team Meeting Preparation and Delivery (5 total)	\$10,000
Community Outreach Strategy and Delivery (includes 1 public workshop and 1 stakeholder workshop)	\$25,000
<b>Element B: Risk Assessment</b>	
Conduct Capability Assessment, Risk Assessment, Vulnerability & Impacts Assessment	\$20,000
Prepare HAZUS (including maps and reports)	\$10,000
<b>Element C: Mitigation Strategy</b>	
Review Mitigation Action Items (included above in Planning Process – Planning Team meetings)	N/A
Develop Mitigation Action Items (included above in Planning Process – Planning Team meetings)	N/A
<b>Element D: Plan Maintenance</b>	
Define Monitoring, Evaluating and Updating the Plan	N/A
<b>Element E: Plan Update</b>	
Changes in Development	N/A
<b>Element F: Plan Adoption</b>	
Submit Second Draft Plan to Cal OES and FEMA for review. Complete mandated revisions. Finalize plan. (includes presentation to Planning Commission and City Council)	\$15,000
<b>Total</b>	<b>\$140,000.00</b>

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”**

**INVOICES**

Pursuant to Section 2.4, all invoices 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. Such categories shall also detail subcontractor charges. Consultant shall not invoice City for any duplicate services performed by more than one person.

**EXHIBIT “E”**

**SCHEDULE OF PERFORMANCE**

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

**Project Schedule**

Tasks	September 2025	October	November	December	January 2026	February	March	April	May	June	July
<b>Element A: Planning Process</b>											
Research and Write Draft and Final Plan	X	X	X	X	X	X	X	X	X	X	
Conduct Initial Community Outreach (Survey, Video, Press Release, Social Media)	X										
Planning Team Kick-Off (Meeting #1) Project Overview, Initial Hazard Overview, and Community Outreach Strategy (also serves as Stakeholder Meeting #1)		X									
Planning Team Meeting #2 Prioritize Hazards, HAZUS and Hazard-Specific Maps, Capability Assessment			X								
Planning Team Meeting #3 Review Mitigation Action Items			X								
Conduct Public Workshop – Hazard Overview and 2021 Status of Mitigation Strategy			X								
Planning Team Meeting #4 Develop Mitigation Action Items				X							
Planning Team Meeting #5 Review Initial Draft Plan					X						
Solicit Input from Public and Stakeholders to First Draft Plan						X					
Conduct Stakeholder Workshop – Discuss First Draft Plan						X					
<b>Element B: Risk Assessment</b>											
Conduct Risk Assessment and Vulnerability & Impacts Assessment	X	X									
Prepare HAZUS and Asset Maps		X									
<b>Element C: Mitigation Strategy</b>											
Develop Mitigation Actions			X	X							
<b>Element D: Plan Maintenance</b>											
Identify Monitoring, Evaluating and Updating the Plan	X										
<b>Element E: Plan Update</b>											
Incorporate Change in Development	X										
<b>Element F: Plan Approval</b>											
Submit Second Draft Plan to Cal OES/FEMA. Complete Mandated Revisions						X	X	X	X		
Present Third Draft Plan to Planning Commission									X		
City Council Adoption Meeting										X	
Submit Proof of Adoption to FEMA										X	
Receive FEMA Final Approval											X
Incorporate FEMA Final Approval into Final Plan											X

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

FEMA-approved City of South El Monte Hazard Mitigation 2025 expected for July 2025, along with drafts or before deadline of current HMP dated to expire Dec 2026.

**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.d.

**DATE:** October 7, 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 RESOLUTION NO. 25-087, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE TREEPEOPLE INC.

---

**SUMMARY:** The Treepeople Inc. is a nonprofit organization that successfully received a federal grant with USDA Forest Service to plant trees in city right of ways and giveaway trees to the residents of South El Monte.

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 25-087, approving an MOU agreement with Treepeople Inc.

**FISCAL/FINANCIAL IMPACT:** There is no financial impact to the City.

**DISCUSSION:** The nonprofit organization called Treepeople Inc. would like to enter into an MOU with the city to plant trees and offer trees free of charge to the residents of South El Monte to help replenish our urban forest. Treepeople Inc. will maintain workers compensation and employer's liability, commercial general liability, commercial auto liability, and Professional liability insurance coverage each at \$1,000,000.

The project is funded through the USDA Forest Service's Inflation Reduction Act for urban and community forestry projects.

**ATTACHMENT(S):**

- A. Resolution No. 25-087
- B. TreePeople Forest Service Tree Planting MOU

**ATTACHMENT A**

RESOLUTION NO. 25-087

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MOU AGREEMENT FOR TREE PLANTING SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND TREEPEOPLE INC.

**WHEREAS**, The Treepeople Inc. has entered into an agreement with the USDA Forest Service to implement a tree planting project within the City of South El Monte through a community-based model, under USDA Forest Service Grant Agreement 24-DG-11052021-215; and

**WHEREAS**, the City will be a beneficiary and partner of the Grant; and

**WHEREAS**, the City desires to serve in accordance with the terms and conditions of this Agreement;

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

Approves the MOU agreement between the City and the Treepeople Inc. as may be amended and approved as to form by the City Attorney.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of October 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. 25-087, was passed and approved by the City Council of the City of South El Monte City at a regular meeting of said Council Held on the 7<sup>th</sup> day of October 2025, and that Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

## ATTACHMENT B

### Memorandum of Understanding

South El Monte Urban Forest Improvement Project  
USDA Forest Service Urban and Community Forestry Program

This Memorandum of Understanding (hereinafter “Agreement”) is made and entered into by and between TreePeople, Inc. (hereinafter “TREEPEOPLE”), a 501 (c) 3 non-profit corporation, and South El Monte (hereinafter “PUBLIC AGENCY”), a local municipality, as of the Effective Date.

#### RECITALS

WHEREAS, TREEPEOPLE has entered into an agreement with the USDA Forest Service to implement a tree planting project within the City of South El Monte through a community-based model, under USDA Forest Service Grant Agreement 24-DG-11052021-215 (hereinafter “GRANT”);

WHEREAS, PUBLIC AGENCY will be a beneficiary and partner of the GRANT;

WHEREAS, PUBLIC AGENCY desires to serve in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, TREEPEOPLE and PUBLIC AGENCY hereby agree as follows:

#### AGREEMENT

##### 1. SCOPE OF WORK

1.01. Engagement. PUBLIC AGENCY shall work in collaboration with TREEPEOPLE to implement the GRANT activities specified in Exhibit A.

1.02. Implementation. TREEPEOPLE will implement the Scope of Work, referred to in Exhibit A, with funding provided under Grant Agreement 24-DG-11052021-215.

1.03. Contract Compliance. PUBLIC AGENCY agrees that PUBLIC AGENCY shall at all times during the term of this Agreement be subject to, and in full compliance with, all terms and conditions set forth by the GRANT as specified in Exhibit B.

##### 2. TERM OF AGREEMENT AND TERMINATION RIGHTS

2.01. Term. This Agreement shall begin on the Effective Date, as here in below set forth, and shall terminate on March 31, 2029, the final date by which all work under this Agreement shall be completed.

2.02. Right of Termination. Either party may terminate this Agreement at any time and for any reason, subject only to providing written notice to the non-terminating party at least thirty (30) days' prior to the date upon which services by the terminating party shall cease.

2.02 (a). Termination by TREEPEOPLE. In the event of termination by TREEPEOPLE, PUBLIC AGENCY shall immediately take all reasonable measures to prevent further costs to TREEPEOPLE under this Agreement. TREEPEOPLE shall be responsible for any reasonable and non-cancelable obligations incurred by PUBLIC AGENCY in the performance of this Agreement prior to the date of TREEPEOPLE's delivery of the Termination Notice.

2.02 (b). Termination by PUBLIC AGENCY. In the event of termination by PUBLIC AGENCY, TREEPEOPLE shall immediately take all reasonable measures to prevent further costs to PUBLIC AGENCY under this Agreement.

### 3. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Agreement are as follows:

TREEPEOPLE  
**Authorized Signer**  
Daniel Berger  
Executive Director  
12601 Mulholland Drive  
Beverly Hills, CA 90210  
grants@treepeople.org  
(818) 753-4600

**Project Contact**  
NAME  
TITLE  
12601 Mulholland Drive  
Beverly Hills, CA 90210  
EMAIL  
PHONE NUMBER

PUBLIC AGENCY  
**Authorized Signer**  
NAME Rene Salas  
TITLE City Manager  
1415 Santa Anita Ave.  
S. El Monte, CA 91733  
EMAIL rsalas@soelmonte.org  
PHONE NUMBER 626 636 6499

**Project Contact**  
NAME  
TITLE  
1415 Santa Anita Ave.  
South El Monte, CA 91733  
EMAIL  
PHONE NUMBER

#### 4. INDEPENDENT ENTITY

PUBLIC AGENCY shall at all times and for all purposes under or in connection with this Agreement be and remain an independent entity. Nothing in this Agreement, or in the course of dealing between PUBLIC AGENCY and TREEPEOPLE under or in connection with this Agreement, shall be interpreted or construed as giving rise to, or conferring upon PUBLIC AGENCY, the status as an agent or employee of TREEPEOPLE.

#### 5. INDEMNIFICATION

PUBLIC AGENCY agrees to indemnify, defend, and hold harmless TREEPEOPLE and all its officers, employees, agents or consultants from all third party claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of any wrongful or negligent act, or error by PUBLIC AGENCY under this Agreement, except to the extent attributable to TREEPEOPLE or its officers, employees, agents or consultants negligence or willful misconduct.

TREEPEOPLE agrees to indemnify, defend, and hold harmless PUBLIC AGENCY and all its officers, employees, agents or consultants from all third party claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of any wrongful or negligent act, or error by TREEPEOPLE under this Agreement, except to the extent attributable to PUBLIC AGENCY or its officers, employees, agents or consultants negligence or willful misconduct.

#### 6. INSURANCE REQUIREMENTS

During the term of this Agreement, TREEPEOPLE shall maintain, at a minimum, the following insurance coverage:

- a) Workers Compensation and Employer's Liability insurance with statutory limits for the state(s) in which the services are to be performed. TREEPEOPLE policy shall include
  - (i) Employer's Liability coverage of \$1,000,000 each accident.
- b) Commercial General Liability Insurance coverage of \$1,000,000 per occurrence and naming TreePeople as an additional insured.

c) Commercial Auto Liability insurance coverage of \$1,000,000 that covers all autos owned, hired, borrowed, or used by TREEPEOPLE or its personnel in performing any service.

d) Professional Liability Insurance (errors and omissions) with a limit of \$1,000,000 each claim and in the aggregate covering claims of TreePeople and third parties arising out of TREEPEOPLE performance or nonperformance of the services. Such coverage shall commence on the date that services start and extend for two (2) years after the services are completed. Only applicable to those providing professional services.

## 7. COMPLIANCE WITH GRANT 24-DG-11052021-215

This project is funded through the USDA Forest Service's Inflation Reduction Act funding for Urban and Community Forestry, and, by signing this Agreement, PUBLIC AGENCY certifies that they will comply with all applicable terms and conditions of such contract as provided by Exhibit B.

## 8. REPRESENTATIONS AND WARRANTIES BY PUBLIC AGENCY

8.01. Permits, Licenses, and Approvals. PUBLIC AGENCY represents and warrants to TREEPEOPLE that it has or shall provide all permits, licenses, and approvals necessary to accomplish the services in the Agreement, pay all charges and fees, and give all notices necessary. PUBLIC AGENCY further represents and warrants that it shall keep in effect all such permits, licenses, and other approvals during the term of this Agreement.

8.02. Subcontractors. PUBLIC AGENCY warrants that any subcontractors required by PUBLIC AGENCY in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement or as are specifically authorized by TREEPEOPLE during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors shall be subject to the prior written approval by TREEPEOPLE.

8.03. Regulatory Compliance. PUBLIC AGENCY represents and warrants that it shall comply, and shall secure compliance by its employees, agents, contractors, and sub-contractors, with all applicable health and safety standards and regulations, including, without limitation, federal, state, and local regulations.

## 9. RECORDS, INSPECTION, AND AUDIT RIGHTS

PUBLIC AGENCY shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of thirty-six (36) months after the Completion Date. TREEPEOPLE will provide a written notice to PUBLIC AGENCY at least ten (10) days prior to arranging a date to view the above-mentioned materials.

## 10. MEDIATION

The Parties hereto agree to attempt reconciliation prior to bringing legal action by submitting any dispute to mediation by a neutral third party under the laws of the State of California, the selection of such neutral third party agreed to by both parties to this Agreement. If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court. For purposes of this provision, 'prevailing party' shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, the performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

## 11. GENERAL TERMS AND CONDITIONS

11.01. No Rights for Third Parties. No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.

11.02. Modifications and Complete Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## 12. FISCAL IMPACT

There is no financial exchange between TREEPEOPLE and the PUBLIC AGENCY.

## 13. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date last-below-signed.

This Agreement is deemed to be entered into in the County of Los Angeles and shall be governed by laws of the State of California.

TREEPEOPLE

PUBLIC AGENCY

12601 Mulholland Drive  
Beverly Hills, CA 90201

1415 Santa Anita Ave  
South El Monte, Ca 91733

---

Signature

Name: Daniel Berger

Title: Executive Director

Date: \_\_\_\_\_

---

Signature

Name: NAME Rene Salas

Title: TITLE City Manager

Date: \_\_\_\_\_

## Exhibit A: Scope of Work

TREEPEOPLE, shall conduct the following activities to accomplish the the GRANT:

- Identify potential tree planting sites within the City in accordance with the USDA Forest Service's requirements for "disadvantaged communities."
- Procure 250, 15-gallon trees.
- Organize and implement the planting of 250 trees in coordination with PUBLIC AGENCY staff to abide by permitting and approval processes.
- Conduct community outreach and engagement to solicit the volunteer participation of local community members.
- Conduct three years of establishment and oversight care to promote the establishment of trees.

In partnership with TREEPEOPLE, the PUBLIC AGENCY shall conduct the following activities:

- Where feasible, support the coordination of tree planting and care events with TREEPEOPLE
- Provide temporary yard space for vehicles and supplies
- Provide access to water for trees.
- Provide long-term care for trees planted through this project by incorporating the trees into existing tree management planning and trimming cycles.
- In the event TREEPEOPLE's agreement with the USDA Forest Service is terminated before March 2029, the PUBLIC AGENCY will commit to providing establishment tree care services for public trees planted.

Volunteer events will primarily be conducted on Saturdays and Sundays. Volunteer recruitment will focus on the local community to promote a sense of ownership of the trees planted. TreePeople will conduct volunteer organization, including volunteer recruitment, sign-in, training, and oversight. TreePeople will provide volunteers with adequate supplies and knowledge to successfully plant and care for trees during volunteer activities.

All work completed by TreePeople and volunteers will be done according to the International Society of Arboriculture (ISA) standards for tree planting and tree care. TreePeople will use non-mechanical tools to conduct all project activities. TreePeople will provide the necessary tools and supplies to ensure the successful planting and establishment of trees from this project.



## City Council Agenda Report Agenda Item No. 7.e.

**DATE:** October 7, 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 RESOLUTION NO. 25-089, APPROVING A FIRST AMENDMENT TO EXISTING AGREEMENT EXECUTED ON MARCH 21, 2025, FOR PROFESSIONAL SERVICE WITH TIERRA WEST, INC.

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**SUMMARY:** Since March 21st, 2025, TierraWest has been providing economic development services to the city of South El Monte. Staff recommends approving amendment #1 with TierraWest to continue providing economic services in the amount of \$49,500.

**RECOMMENDED ACTION:** Staff recommends approving Resolution No. 25-089 First Amendment with TierraWest Advisors Inc. to provide economic development services.

**FISCAL/FINANCIAL IMPACT:** The amendment #1 of \$49,000 will be paid out of General Fund Balance

**DISCUSSION:** TierraWest Advisors Inc continues to provide professional services in the areas of economic development and strategic planning. The continuance of services under amendment #1 includes completing the strategic planning questionnaire process and meeting with City Council and Director-level staff, developing the city's economic strategic plan, and to continue identifying new tenants, developers, and investors for opportunity sites in the city.

Therefore, staff recommends approving First Amendment not to exceed budget of \$49,500.

**ATTACHMENT(S):**

- A. Resolution No. 25-089
- B. Contract Amendment #1
- C. Agmt No. 2025-18 - Tierra West Advisors Inc - SEM ICSC-Economic Development

**ATTACHMENT A**

**RESOLUTION NO. 25-089**

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND TIERRAWEST ADVISORS INC.

**WHEREAS**, Tierra West Advisors, Inc. has been providing professional services since March 21<sup>st</sup>, 2025; and

**WHEREAS**, the City desires to extend the agreement under amendment #1 for economic development services at a not to exceed value of \$49,500; and

**WHEREAS**, the City will hold Tierra West to serve in accordance with the action items and terms and conditions of the amendment;

**NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:**

Approves the amendment #1 to the March 21<sup>st</sup>, 2025, agreement between the City and the Tierra West Advisors as may be amended and approved as to form by the City Attorney.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of October 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. 25-089, was passed and approved by the City Council of the City of South El Monte City at a regular meeting of said Council Held on the 7<sup>th</sup> day of October 2025, and that Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

## **ATTACHMENT B**

### **CONTRACT AMENDMENT #1**

Between the City of South El Monte and Tierra West Advisors, Inc.

#### **RECITALS**

This Contract Extension Agreement (“Agreement”) is made and entered into this September 1<sup>st</sup>, 2025 by and between the City of South El Monte, a municipal corporation organized under the laws of the State of California (“City”), and Tierra West Advisors, Inc., a California corporation (“Consultant”).

WHEREAS, the City and Consultant entered into an agreement in February 2025 for on-call economic development consulting services, including support for ICSC and related economic development initiatives;

WHEREAS, Consultant has performed services including valuation analyses, conducted site tours at key opportunity areas, development of targeted retail and developer outreach lists, review of general revenue structures, hotel feasibility analyses, direct business recruitment, and preliminary consensus-building discussion with City Council and staff;

WHEREAS, the City desires to extend the Consultant’s contract budget in order to complete an Economic Development Plan, continue consensus-building interviews, and maintain recruitment of tenants, developers, and investors for the City’s high-priority opportunity sites;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **1. SCOPE OF SERVICES**

1. Conduct individual meetings with City Council Members and/or City Department Head to obtain feedback on the Strategic Economic Development Planning Questionnaire.
2. Synthesize City Council/City Department Head feedback into a summary format with key themes, takeaways, and action items.
3. Meet with City Department Heads to gather input and identify departmental roles in implementing economic development goals.
4. Prepare and present to the City Council a comprehensive summary report, inclusive of drafting and one (1) round of revisions.
5. Continue recruitment efforts to engage tenants, developers, and investors for the City’s high-priority opportunity sites, including coordination for ICSC Western 2025 (Sept. 28–30, 2025) and follow-up efforts stemming from the conference.

**2. TERM**

The term of this extension shall commence upon execution of this Agreement and shall continue through completion of the tasks described in Section 1, unless earlier terminated in accordance with the provisions of the original February 2025 agreement.

**3. COMPENSATION**

The City agrees to extend the budget to cover an additional estimated 180–238 staff hours. The blended estimated cost is \$37,980 – \$49,500, based on the Consultant’s 2025 hourly rate schedule.

<b>Staff Classification</b>	<b>Hourly Rate</b>	<b>% of Hours</b>	<b>Est. Hours (Low–High)</b>	<b>Est. Cost (Low–High)</b>
Principal	\$245/hr	~15%	27–35	\$6,615–\$8,575
Director 1	\$235/hr	~35%	63–83	\$14,805–\$19,505
Director 2	\$235/hr	~20%	36–48	\$8,460–\$11,280
Senior Analyst	\$150/hr	~30%	54–72	\$8,100–\$10,140
<b>Total</b>	<b>—</b>	<b>100%</b>	<b>180–238</b>	<b>\$37,980–\$49,500</b>

**4. GENERAL TERMS**

Except as specifically modified by this Agreement, all other provisions of the February 2025 Agreement remain in full force and effect.

**5. AUTHORITY**

Each party represents and warrants that it has the full power and authority to enter into this Agreement and that the persons signing below are duly authorized to bind such party.

**SIGNATURES**

**CITY OF SOUTH EL MONTE**

By: \_\_\_\_\_

Mr. Rene Salas

City Manager

Date: \_\_\_\_\_

**TIERRA WEST ADVISORS, INC.**

By: \_\_\_\_\_

Mr. John Yonai

Principal

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ms. Rose Acosta-Yonai

Principal

Date: \_\_\_\_\_

**ATTACHMENT C**

Assigned by City Clerk's Office:

**Agreement No.**  
2025-18

2025  
AGREEMENT FOR PROFESSIONAL SERVICES  
(Engagement: Economic Development Consulting Services)  
(Parties: Tierra West Advisors, Inc. and City of South El Monte)

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter, "Agreement") is made and entered into this 21<sup>st</sup> day of March 2025 (hereinafter, the "Effective Date") by and between the CITY OF SOUTH EL MONTE, a municipal corporation (hereinafter, "CITY") and TIERRA WEST ADVISORS, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional services necessary for the management, planning, development, and implementation of certain Department of Economic Development related projects; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills, and training necessary to competently provide such services to CITY; and

WHEREAS, CONSULTANT represents that it is qualified to perform such services pursuant to this Agreement; and

WHEREAS, the execution of this Agreement was approved by the City Manager pursuant to his authority under Section 3.16.025 of the Municipal Code.

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

I.  
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing on the Effective Date and continuing until December 31, 2025 (the "Term").

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services, tasks, and special projects described in that certain letter-proposal of CONSULTANT dated February 13, 2025 (hereinafter, the "CONSULTANT Proposal"), which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently

perform and timely complete the services and tasks set forth in the Scope of Services.

- B. For purposes of this Agreement, the tasks and services outlined in the CONSULTANT Proposal shall hereinafter be referred to as the "Scope of Services" or "Services". In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. The Services shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Services within the timeframes set forth in the Scope of Services and shall complete all of the Services by or before December 31, 2025 (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Services, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Services; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.

- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the hourly rates and payment details set forth in the CONSULTANT Proposal, which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under the Initial Term of this Agreement may not exceed the aggregate sum of **FIFTY THOUSAND DOLLARS (\$50,000)** (hereinafter, the "Initial Term Not-to-Exceed Sum") during the Initial Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Initial Term or Extended Term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 ADDITIONAL FEES AND REIMBURSABLE EXPENSES: Not included in the hourly rates are those items considered "exclusions", such as job-related travel, meals, lodging, fuel, airfare and other related costs incurred by CONSULTANT or non-public work-related services that are performed at the direction of CITY. Additional services requested by CITY will be charged on a time and materials basis. Reimbursable expenses shall mean out-of-pocket expenses incurred by CONSULTANT in the performance of this Agreement for postage, printing and duplication costs, and messenger costs. Reimbursable expenses shall be billable at the actual costs reasonably incurred plus a ten percent (10%) surcharge.
- 1.6 PAYMENT OF COMPENSATION: Within twenty (20) days following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.7 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during

normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.8 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Rene Salas, City Manager (hereinafter, the "City Representative"), to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates John Yonai, Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All services prepared or undertaken by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care

and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any tasks or services knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in

her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any tasks or services performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the tasks and services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are Jason Chiang and John Yonai.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under

CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any

manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.  
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT 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 CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of one (1) year thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and

CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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

CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

#### IV. INDEMNIFICATION

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will 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 and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article 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. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 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. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.  
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving thirty (30) days prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such

Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an

Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a

Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.  
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All

Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**  
Tierra West Advisors  
2626 East 3<sup>rd</sup> Street  
Los Angeles, CA 90033  
Attn: John Yonai or Rose  
Acosta Yonai, Principals

**CITY:**  
City of South El Monte  
4515 Santa Anita Avenue  
South El Monte, Ca 91733  
Attn: Rene Salas,  
City Manager

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed.

forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or 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 rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
- C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the

CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative 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 CITY Representative such delay is justified. The City Representative'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.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SOUTH EL MONTE:

TIERRA WEST ADVISORS, INC.:

By:   
Rene Salas, City Manager

Signed by:    
BFB19E7FA78D437...  
Name: John Yonai

Title: PRINCIPAL

Date: 3/21/25

Date: 3/26/2025

APPROVED AS TO FORM:

Signed by:   
40BBEE44A6AA46F...  
Susie Altamirano  
City Attorney

Date: 3/26/2025

EXHIBIT "A"  
CONSULTANT PROPOSAL (WITH COMPENSATION RATE)



February 13, 2025

Mr. Rene Salas, City Manager  
City of South El Monte  
1415 Santa Anita Ave.  
South El Monte, CA 91733

Dear Mr. Salas,

Thank you for the opportunity to provide this letter proposal for Tierra West Advisors (“Tierra West”; “TWA”) to provide strategic consulting services to the City of South El Monte (“City”) as part of your community’s ongoing economic development efforts. To-date, our teams have discussed future collaborations on advanced planning and outreach at ICSC & other industry events, as well as other key Economic Development initiatives to help further the City’s development priorities. The Tierra West team would be thrilled to further assist the City in 1) providing immediate strategic support on advanced planning/outreach at ICSC & other future industry events; 2) Strategic Planning and Consensus Building through conducting 1-on-1 meetings with the City executive team and its council members; and 3) developing/implementing an Economic Development Audit / Comprehensive Economic Development Strategic Plan (“CEDS”). We propose that these projects be completed on a time-and-materials agreement, based on the Work Plan described in this proposal and under the City Manager’s signing authority.

Tierra West Advisors, Inc. is a public-agency-focused advisory firm based in the City of Los Angeles’s Boyle Heights neighborhood. For the past 40+ years, the Principals of Tierra West have provided real estate advisory and strategic economic development services to both public agencies and private entities. As a licensed California brokerage firm, Tierra West also provides a comprehensive portfolio of real estate advisory and financial services.

Our team regularly assists local communities with the insightful analysis and vision required to make sound decisions that benefit the community and stakeholders. We team with the local leaders tasked with creating vibrant public spaces and help guide communities towards prosperous and sustainable futures.

Similar economic development projects have included leading a Focused General Plan Update for the City of Huntington Park, a City of Huntington Beach Strategic Plan, and a targeted Economic Development effort that expanded the famous Citadel Outlet in the City of Commerce. Tierra West also partnered with the City of Los Angeles and Economic Workforce Development Department (EWDD) on a Vision Plan and Sustainable Economic Development Strategy for the Northeast Los Angeles Riverfront for the City of Los Angeles, which provided an economic development implementation roadmap for the area’s revitalization. Most recently, Tierra West assisted the City of Upland with a Market Research Analysis and a corresponding Economic Development 5-Year Plan.

2010 Oak Tree Street  
Los Angeles, California 90014  
T 323.605.4400  
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www.tierrawestadvisors.com

REAL ESTATE & DEVELOPMENT  
STRATEGISTS

## **UNDERSTANDING THE CITY'S NEEDS**

Tierra West Advisors is prepared to provide the highest level of economic development advisory services to the City of South El Monte to develop and facilitate economic development strategies and to provide supporting analysis.

### **Some City of South El Monte economic development considerations:**

- More than 20,000 residents, with a daytime population of over 44,000
- 2.8 square miles
- Diverse land use pattern and excellent freeway accessibility to the 10, 60, and 605 freeways which provide excellent mobility and access
  - 54% industrial
  - 26% residential
  - 6% retail
  - 3% office/commercial
  - 6% other amenities
- Maturing into a viable commercial and industrial base, with over 2,400 businesses
- Approximately 75% Hispanic
- South El Monte estimated median household income in 2023: \$67,153 vs CA: \$91,551

The previous issues facing the City of South El Monte, which are the focus of its General Plan (completed over 20 years ago) include the following:

- Many of the businesses in the City offer low-wage, low-skill employment opportunities; to improve the economic health and diversity of the community, jobs must be available for a wide variety of skills;
- South El Monte is largely a built-out City, with relatively little vacant land available for new large-scale development;
- South El Monte has limited commercial goods and services to offer its resident population;
- People often must travel to neighboring cities to shop, eat at restaurants, and go to the movies.

The 2000 General Plan's Economic Development element also states that:

- South El Monte has the opportunity to provide regional-serving retail and service commercial uses for people from the surrounding communities, as well as the local population;
- With the Pomona Freeway traversing the City's southern border, the potential exists to locate some regional-serving commercial developments along the freeway, where visibility is high and access is easy;
- The City could capture some taxable retail sales by promoting the development of commercial sites in appropriate areas;



- South El Monte also has a large daytime business employee population that would benefit from local goods and services.

Tierra West notes that the Economic Development goals and policies contained in the City's General Plan have not been updated since 2000 and requires modern updates. Here is a proposed high-level Work Plan that Tierra West Advisors could oversee for the City of South El Monte to bring its economic development strategy into the future.

## **PROPOSED WORK PLAN**

### **PROJECT #1. STRATEGIC SUPPORT ON ADVANCED PLANNING/OUTREACH AT ICSC & OTHER FUTURE INDUSTRY EVENTS**

To-date, our teams have discussed advanced planning and outreach at ICSC & other industry events, engaging retailers, commercial brokers, and developers in support of the City's key development priorities & opportunity sites. Under this Project #1, Tierra West will immediately begin assisting the City with advanced planning/outreach for key upcoming industry events, as well as any other related economic development priorities at the City Manager's discretion.

This includes:

- Assessment of 5-10 prominent and/or strategic retail properties.
- A short list of desired retail tenants based on the analysis noted above.
- Recommendations for ICSC and other retail attraction efforts in the next 12 months.
- Recommended programs to retain the community's retail culture, and attract new retailers in entertainment, experiential, and family-oriented retail.
- Development of new marketing collateral items to feature the City's key highlights to prospective development partners.

### **PROJECT #2. STRATEGIC PLANNING & CONSENSUS BUILDING THROUGH 1-ON-1 MEETINGS WITH CITY EXECUTIVE STAFF AND COUNCIL MEMBERS**

Tierra West will provide Strategic Planning & Consensus Building services for the City of South El Monte by conducting one-on-one interviews with the City's executive staff and council members to gather key insights and perspectives.

Through these discussions, Tierra West will identify common goals, priorities, and challenges to develop a comprehensive understanding of each stakeholder's vision. Our firm will then compile and analyze the collected input, synthesizing key themes into a detailed summary. This summary will include strategic recommendations for implementation, ensuring alignment with the City's vision and fostering consensus among leadership. The final deliverable will serve as a roadmap for effective decision-making and recommendations to guide the City's future strategic development.



**PROJECT #3. ECONOMIC DEVELOPMENT AUDIT & COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGIC PLAN (CEDS)**

General Economic Development Consulting Services:

- Coordination with City staff leading to the development and implementation of an Economic Development Strategic Plan for South El Monte;
- Assist with the design and updating the City's economic development page;
- Review real property assets;
- Add Economic Development Data, Studies, and available sites for development;
- Review of the City's 5-year Capital Improvement Projects (CIP) to evaluate prioritization to foster economic development and reinvestment;
- Review existing studies and available background data;
- Prepare development and retail and franchise leads (generated at ICSC, and other Economic Development venues);
- Review and Assess the data and analytics currently used by City.

The Strategic Economic Development Plan will establish a strategic framework that will guide the City's efforts to:

- Attract retail that will, over time, update and improve the tenant mix of shopping centers (including upscale local and national retailers, entertainment and family-oriented businesses, and shopping and services that reflect the city's population);
- Use marketing to build the City's prominence and reputation as a retail destination among retail tenants, brokers, developers, and investors;
- Build partnerships with local property owners and members of the retail community;
- Identify and address opportunities and challenges that impact the City's retail position.

The Strategic Economic Development Plan will include:

- Evaluations of: recent development trends & patterns, demographic changes, and other trends that impact future retail spending and South El Monte's position in the retail market.
- Analysis to determine: (a) leakage to other communities in particular categories; (b) retail categories with the greatest potential for attraction/expansion; and (c) voids that are currently missing from South El Monte's retail mix.

A Comprehensive Economic Development Strategic Plan is a strategy-driven plan that guides the economic development of a region or area. It is the result of a regionally-owned planning process that analyzes economic conditions and helps establish goals, objectives, and investment priorities. The plan also helps develop and implement a plan of action and is used to support the City's efforts to secure additional grants and funding opportunities.

**WORK PLAN BUDGET FOR ITEMS #1-3**

Tierra West will execute the three (3) projects described in the Work Plan above, beginning immediately after the City's notice-to-proceed. We propose that these projects be completed on a time-and-materials agreement, based on the Work Plan described in this proposal and under the City Manager's signing authority.



Additional value-added services that are beyond the scope of work shall be agreed to by both parties via written amendment to the contract with a specific scope of work under the finalized time/materials agreement. These additional services may include general plan amendments, entitlement audits, zone changes, site plan development, crafting/revising specific plans, or implementing additional economic development projects at the City Manager's discretion.

Below is a schedule of Tierra West's 2025 Billing Rates.

**TIERRA WEST ADVISORS, INC.  
HOURLY RATE SCHEDULE  
2025**

<b>Classification</b>	<b>Rate</b>
Principal	\$245
Director	\$235
Senior Associate	\$225
Associate	\$185
Senior Analyst	\$150
Analyst	\$135
Research Assistant/Real Estate Technician	\$120
Word Processor	\$75
Clerical	\$60
Administrative	10%

There will be no charge for reimbursement claim for telephone and or fax calls, postage, mileage, parking, and incidental photocopies. We do, however, charge for additional insured certificates, messenger services, overnight mail costs, and copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged at actual expense plus a 10% surcharge.

All hours will be billed on a time/materials basis, with regular check-ins with City Staff on project updates and completion benchmarks. We look forward to the opportunity to further collaborate with the City of South El Monte on these priority economic development endeavors. Please feel free to contact us directly at (323) 265-4400 or [jchiang@tierrawestadvisors.com](mailto:jchiang@tierrawestadvisors.com) / [jyonai@tierrawestadvisors.com](mailto:jyonai@tierrawestadvisors.com) should you have any questions or require additional information.

Thank you for considering Tierra West Advisors for this urgent assignment. We are confident in our ability to deliver exceptional results for the City of South El Monte and its regional stakeholders.

Sincerely,



John Yonai, Principal  
Tierra West Advisors



Jason Chiang, Director  
Tierra West Advisors





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

**DATE:** October 7, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

**SUBMITTED BY:** Iyob Tessema, Director of Human Resources & Risk Management

**SUBJECT:** **CONTINUED FROM THE SEPTEMBER 16, 2025, REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING - CONSIDERATION OF INTRODUCTION OF FIRST READING OF ORDINANCE NO. 1284, AMENDING CHAPTER 2.64 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING WORKING OUT OF CLASS**

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**SUMMARY:** Section 2.64.090 of the South El Monte Municipal Code currently authorizes out-of-class compensation but does not address situations where greater adjustments are needed to maintain equity and operational effectiveness. The proposed amendment introduces a third calculation method, providing employees in out-of-class assignments with three alternative methods to ensure fair compensation.

**RECOMMENDED ACTION:** Staff recommends City Council waive first reading and introduce Ordinance No. 1284, an amendment to Municipal Code Section 2.64.090 authorizing the City Manager, at his discretion, to approve a salary increase in excess of five percent (5%) and up to a maximum of ten percent (10%) of an employee's base salary, when such adjustments are in the best interest of the City and consistent with budgetary appropriations.

**FISCAL/FINANCIAL IMPACT:** All current out-of-class compensation adjustments are within budgetary appropriations, and future ones requested will be consistently applied.

**DISCUSSION:** Pursuant to Municipal Code Section 2.64.040; the City Manager is responsible for the overall administration of the personnel system, and this amendment promotes efficient administration of the City and supports employee morale and retention.

**ATTACHMENT(S):**

- A. Ordinance No. 1284 - Amending Municipal Code 2.64

ORDINANCE NO. 1284

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE  
AMENDING CHAPTER 2.64 OF THE SOUTH EL MONTE  
MUNICIPAL CODE REGARDING WORKING OUT OF CLASS

**WHEREAS**, the City Council of the City of South El Monte (“City”) recognizes the importance of maintaining fair and competitive compensation practices for City employees; and

**WHEREAS**, employees are occasionally required to assume duties of a higher classification on an out-of-class basis for continuity of operations and efficient delivery of public services; and

**WHEREAS**, existing provisions of Section 2.64.090 of the South El Monte Municipal Code authorize out-of-class compensation but do not provide for circumstances in which greater adjustments are necessary to maintain equity and operational effectiveness; and

**WHEREAS**, staff recommends offering three alternative calculation methods to ensure that employees serving in out-of-class assignments are compensated fairly; and

**WHEREAS**, pursuant to the South El Monte Municipal Code section 2.64.040, the City Manager is responsible for the administration of the personnel system; and

**WHEREAS**, staff recommends that the City Council authorize the City Manager to approve salary adjustments for employees who are working out of class when such adjustments are in the best interest of the City and consistent with budgetary appropriations; and

**WHEREAS**, the City Council finds that these amendments promote efficient administration of the City and support employee morale and retention.

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

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

**SECTION 2.** The Council hereby amends Subsection B of Section 2.64.090 of Chapter 2.64 (Working out of class) of Title 2 (Administration of Personnel) of the South El Monte Municipal Code relating to out of class compensation to read as follows:

“B. An employee assigned to work out of class shall be eligible for additional compensation during such assignment only after completion of more than fifteen consecutive working days of service in the out-of-class position. Beginning on the sixteenth consecutive working day and continuing thereafter until the employee is reassigned to the regular class, such employee shall receive additional compensation for the hours worked out of class in one of the following manner.

1. A five percent increase in the employee’s regular salary;
2. Receipt of the starting salary of the out-of-class position, or
3. A salary increase in excess of five percent (5%) and up to a maximum of ten percent (10%) of the employee’s regular base salary, subject to the discretionary approval of the City Manager.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 4.** The City Clerk is directed to certify to the passage and adoption of this Ordinance and to cause this Ordinance to be posted or published as required by law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Gloria Olmos, Mayor

ATTEST:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susie A. Altamirano, City Attorney

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Ordinance, being Ordinance No. 1284 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the \_\_\_ day of \_\_\_\_\_ 2025, and that thereafter, said Ordinance was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the \_\_\_ day of \_\_\_\_\_ 2025, by the following vote:

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

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Adrian Garcia, MMC, City Clerk



## City Council Agenda Report Agenda Item No. 9.b.

**DATE:** October 7, 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 RESOLUTION NO. 25-088 APPROVING A FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH IYOB TESSEMA AS DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT

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**SUMMARY:** The City Manager is asking the City Council to approve a First Amendment to the Employment Agreement between the City of South El Monte (“City”) and Iyob Tessema which provides for a five percent (5%) merit-based salary increase effective retroactively to February 13, 2025, and revisions to align Mr. Tessema’s benefits with those provided to newly appointed Director-level employees.

**RECOMMENDED ACTION:** The City Manager recommends City Council approve the First Amendment to Iyob Tessema’s Employment Agreement contained herein, and adopt the attached Resolution No. 25-088.

**FISCAL/FINANCIAL IMPACT:** The Amended Employment Agreement provides for a five percent (5%) salary increase retroactive to February 13, 2025, which continues his at-will employment under updated terms and conditions. This merit increase and associated compensation adjustment is within budgetary appropriations.

**DISCUSSION:** On February 13, 2024 the City entered into a three-year employment agreement with Iyob Tessema for the position of Director of Human Resources and Risk Management.

The employment agreement includes a provision allowing for merit-based salary increases within the City Council-approved salary range at the discretion of the City Manager following an annual performance evaluation. However, Mr. Tessema has reached the top step of the current City Council-approved salary range for his position.

Following an annual performance evaluation, the City Manager has determined that a merit-based five percent (5%) salary adjustment is warranted as well as an alignment of other benefits provided to new Director-level employees in the City.

The key terms and provisions of the proposed First Amendment to lyob Tessema's Employment Agreement are: 1) Five Percent (5%) salary increase; 2) Retroactivity of Salary Adjustment to February 13, 2025; 3) Car allowance increase from \$400 per month to \$600 per month; 4) Administrative leave accrual hours from 40 hours maximum to 80 hours maximum.

**ATTACHMENT(S):**

- A. Resolution No. 25-088
- B. First Amendment to Director of HR Risk Management Employment Contract
- C. Exhibit "A" to First Amendment - Tessema, lyob - Director of Human Resources and Risk Management

**ATTACHMENT A**

RESOLUTION NO. 25-088

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL  
APPROVING A FIRST AMENDMENT TO THE  
EMPLOYMENT AGREEMENT WITH IYOB TESSEMA,  
DIRECTOR OF HUMAN RESOURCES AND RISK  
MANAGEMENT

**WHEREAS**, on February 13, 2024, the City of South El Monte (“City”) and Iyob Tessema entered into an employment agreement for the position of Director of Human Resources and Risk Management (the “Employment Agreement”); and

**WHEREAS**, the Employment Agreement includes a provision allowing for merit-based salary increases within the City of South El Monte City Council (“City Council”) City Council-approved salary range, based on an annual performance evaluation and at the discretion of the City Manager; and

**WHEREAS**, Mr. Tessema received his annual performance evaluation; and

**WHEREAS**, Mr. Tessema has reached the top step of the current City Council-approved salary range for his position; and

**WHEREAS**, based on the performance evaluation, the City Manager has determined that a five percent (5%) merit-based salary increase is warranted, retroactive to February 13, 2025; and

**WHEREAS**, the City and Mr. Tessema desire to amend the Employment Agreement to reflect the salary adjustment and to align certain benefits provisions with those applicable to other Director-level employees of the City; and

**WHEREAS**, the City Manager recommends approval of the First Amendment to the Employment Agreement.

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

**SECTION 1.** The aforementioned recitals are incorporated herein by reference as set forth in full herein.

**SECTION 2.** The City Council hereby approves the First Amendment to the Employment Agreement between the City of South El Monte and Iyob Tessema, providing for a five percent (5%) merit-based salary increase, effective retroactively to February 13, 2025, and revisions to align benefits with those provided to newly appointed Director-level employees.

**SECTION 3.** If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional

without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution.

**SECTION 5.** The Resolution shall take effect immediately upon its adoption by City Council.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of October 2025.

\_\_\_\_\_  
Gloria Olmos, Mayor

ATTEST:

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-088, 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 7<sup>th</sup> day of October 2025, and that said Resolution was adopted by the following vote:

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

\_\_\_\_\_  
Adrian Garcia, MMC, City Clerk

**ATTACHMENT B**

**CITY OF SOUTH EL MONTE**

**FIRST AMENDMENT TO THE DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT**

This First Amendment (“First Amendment”) to that certain agreement titled “Director of Human Resources and Risk Management Employment Agreement” (hereinafter, the “Master Agreement”) dated as of February 13, 2024 , is made and entered into this 7<sup>th</sup> day of October 2025 (hereinafter, “the Effective Date”) by and between the City of South El Monte, a municipal corporation (hereinafter, “City”) and Iyob Tessema (hereinafter, “Employee”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the City and Employee and the capitalized term “Party” shall refer to the City or Employee interchangeably, as appropriate.

**RECITALS**

**WHEREAS**, on or about February 13, 2024, the Parties executed and entered into that certain agreement entitled “Director of Human Resources and Risk Management Employment Agreement” (hereinafter, the “Master Agreement”) to provide Director of Human Resources and Risk Management professional services to the City. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

**WHEREAS**, the Parties now wish to further amend the terms of the Master Agreement as set forth below; and

**WHEREAS**, this First Amendment was approved by the South El Monte City Council (“City Council”) at its regular meeting of October 7, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

1. SECTION 2, SUBSECTION 2.1, Compensation- is hereby amended in part to read as follows:

2.1 “For the services rendered pursuant to this Agreement, Employee’s base compensation shall be Fourteen Thousand Seventy-One and Five Cents (\$14,071.05) monthly (“Salary”) which reflects a five percent (5%) increase over the Employees previous salary. This Salary shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs. This Salary is effective retroactively to February 13, 2025.”

2. SECTION 2, SUBSECTION 2.2, Annual Salary Review- is hereby amended in part to read as follows:

2.2 “The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2 Annual Evaluation. Following the annual performance review, the City Manager

may propose an increase to the Employee's salary. Any such salary increase shall be implemented only through a written amendment to this Agreement. The City Manager and/or the Employee reserve a right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action."

3. SECTION 2, SUBSECTION 2.3, Retroactivity of Salary Adjustment- is hereby added to the Agreement to read as follows:

2.3 "The Employee and the City agree that the Salary stated in section 2.1, reflects a five percent (5%) merit-based increase approved by the City Manager as part of this Agreement renewal. This Salary shall be effective retroactively to February 13, 2025. The Employee and City acknowledge that this Agreement constitutes a renewal and continuation of Employee's current employment and that there has been no break in service."

4. SECTION 6, SUBSECTION 6.2, Administrative Leave- is amended in part to read as follows:

6.2 "Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than **80** hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service."

5. SECTION 6, SUBSECTION 6.19 (a), Automobile Allowance- is amended in part to read as follows:

(a) " City shall provide to Employee a monthly automobile allowance of **\$600**. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest."

6. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. This First Amendment, 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.

7. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, 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 First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

CITY OF SOUTH EL MONTE

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Gloria Olmos, Mayor

ATTEST:

---

Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

---

Susie Altamirano, City Attorney

EMPLOYEE

---

Iyob Tessema

**EXHIBIT A**

**CITY OF SOUTH EL MONTE**

**DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT**

This DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 13th day of February 2024, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Iyob Tessema, an individual (“Employee”).

**RECITALS**

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of Director of Human Resources and Risk Management is the department head of the Human Resources Department; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager[;]” and

WHEREAS, Employee has the necessary qualifications and experience to perform as the City’s Director of Human Resources and Risk Management; and

WHEREAS, the duties of the Director of Human Resources and Risk Management are set forth in Exhibit “A” to this Agreement; and

WHEREAS, the Parties now wish to enter into an employment agreement to establish the terms and conditions of Employee’s professional services to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

**AGREEMENT**

**1.0 EMPLOYMENT & DUTIES**

1.1 Duties. City hereby employs Employee to perform the functions and duties of the Director of Human Resources and Risk Management position as described in Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of Director of Human Resources and Risk Management, as it deems necessary and appropriate, without requiring Employee’s acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee’s ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of Director of Human Resources and Risk Management will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus their professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of Director of Human Resources and Risk Management.

1.4 Employment Status. Upon appointment to the Director of Human Resources and Risk Management position, Employee shall serve at the will and pleasure of the City Manager and understands that they shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing their duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges and agrees that they are not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.010(H)(7).

1.7 FLSA Exempt Status. Employee acknowledges and agrees that their position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

## **2.0 COMPENSATION**

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be Twelve Thousand One Hundred and Fifty Five Dollars and Six Cents (\$12,155.06) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Manager may increase Employee's salary within the Council-approved salary range for the position of Director of Human Resources/Risk Management. The City Manager and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

## **3.0 TERM**

3.1 Commencement & Effective Date. Employee shall commence their services as Director of Human Resources and Risk Management on February 13, 2024, which will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 12, 2027) and, thereafter, the term of this Agreement may be extended for additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that they shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Manager's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the Director of Human Resources and Risk Management under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Director of Human Resources and Risk Management. Upon appointment to the Director of Human Resources and Risk Management position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that they shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

#### **4.0 SEVERANCE**

4.1 Severance Pay. In the event Employee is terminated without cause within one (1) year of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to their base monthly Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by one (1), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal their base monthly salary then in effect multiplied by three (3) excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to

be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

## **5.0 PERFORMANCE EVALUATIONS**

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Human Resources and Risk Management Department of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

## **6.0 BENEFITS**

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day

3. Presidents' Day
4. Cesar Chavez Day (not observed holiday)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday (not observed holiday)
13. Juneteenth Day (not observed holiday)

Cesar Chavez Day, Juneteenth Day, and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day, Juneteenth Day, and Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than three (3) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if they are required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to them by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.6 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and their eligible dependents.

6.7 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.8 California Public Employees' Retirement System ("CalPERS"). Employee is "new" member under "PEPRA", and accordingly is covered by the 2.0% @ 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "PEPRA" new members as determined by CalPERS, which amount is currently 7.75%.

6.9 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, they shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan their eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.10 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at their home to facilitate work

production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement, approved by the City Attorney, is executed.

6.11 Reimbursement For Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.12 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides to the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.13 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until their balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, they may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the

fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

3. In the event vacation leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated vacation leave cash out procedures.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.16 Sick Leave.

(a) Employee shall accrue sick leave at the rate of eight (8) hours of sick leave for each complete month of service.

(b) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st. In the event sick leave cash-out procedures are changed for other City employees, then Employee shall be subject to such updated sick leave cash out procedures.

(d) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 – 10 years	10%
11 – 15 years	15%
16 years and above	20%

6.17 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.18 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of their job.

6.19 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$400. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.20 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary) or benefits provided. In the event the level of

compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

**7.0 EXPENSE REIMBURSEMENT**

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of Director of Human Resources/Risk Management. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

**8.0 BONDS AND INDEMNIFICATION**

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

**9.0 GENERAL PROVISIONS**

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

To Employee:

City Manager

Iyob Tessema

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.


§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

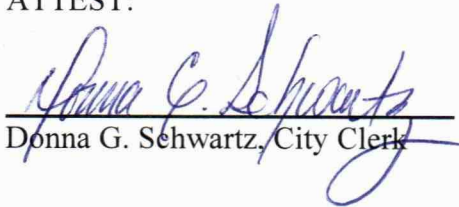
IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE



Rene Salas, Mayor

ATTEST:

  
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

*See attached*  
Anthony Taylor, City Attorney

EMPLOYEE



Iyob Tessema

**EXHIBIT "A"**

**DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT**

**Exempt**

**DEFINITION**

Under direction from the City Manager, plans, organizes, and directs the daily operations of the Human Resources and Risk Management department; oversees, organizes and manages City's administration of property, liability, and workers' compensation; serves as liaison and represents the Office at meetings with representatives from a variety of public agencies, insurance companies and broker services; performs other duties as assigned. This includes employment functions such as recruitment, hiring promotions, and employee training.

**EXAMPLE OF DUTIES**

Duties may include, but are not limited to the following:

- A. Oversees, manages and coordinates the City's recruitment and selection process; develops and drafts recruitment plans and related recruitment job bulletins and advertising; develops, and administers employment selection instruments; prepares eligibility lists and supervises the hiring process.
- B. Serves as Custodian of Records for the Department of Justice; monitors and maintains required records and documents.
- C. Ensures allocation and organization of City's classification and compensation plans; coordinates and conducts job analyses and surveys; prepares and revises job descriptions.
- D. Receives and records negotiated employment agreements; implements and administers provisions and conditions of memorandums of understanding.
- E. Undertakes and arranges the Department of Transportation's quarterly drug and alcohol testing requirements for employees utilizing City vehicles; investigates and informs employees of requirements and random testing events; receives test outcomes, records data and submits results as required.
- F. Administers the employee benefits program (medical, vision, dental, life, long-term disability insurances and deferred compensation, retirement).
- G. Assists managers in the discharge of their personnel responsibilities including performance evaluations.
- H. Receives and responds to employee grievances; prepares and sends disciplinary notices.
- I. Applies and administers a variety of personnel policies, employee/employer relations, procedures, and practices.
- J. Ensures and serves as a coordinator of the ADA Title II by coordinating city efforts to comply with Title II of the Americans with Disabilities Act.
- K. Ensures compliance with contractual and funding requirements pertaining to employee health, safety, and welfare.
- L. Coordinates and implements employee training programs and maintains related records.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

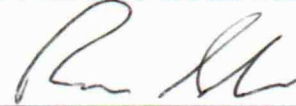
§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

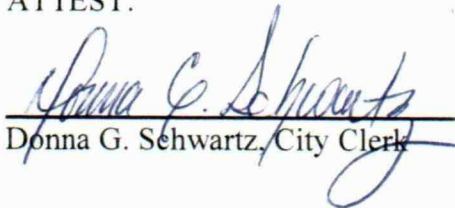
IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

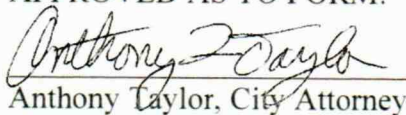


Rene Salas, Mayor

ATTEST:

  
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

  
Anthony Taylor, City Attorney

EMPLOYEE



Iyob Tessema

- M. Develops and implements related rules, policies, and procedures reflecting current laws and best practices.
- N. Develops and prepares special studies and reports, including investigations.
- O. Manages the City's Risk Management program including coordinating and monitoring workers' compensation claims working with the City's outside claims administrator and the appropriate department administrators.
- P. Prepares and processes general liability claims and maintaining liaison with claims administrator.
- Q. Sources and procures other insurances to meet the City's needs and assisting with loss prevention.
- R. Oversee the City's safety program and Cal/OSHA compliance.
- S. Prepares division budget and monitors expenditures.
- T. Supervises, trains, and evaluates assigned staff.
- U. Performs related duties as assigned.

### **EMPLOYMENT STANDARDS**

#### **Knowledge and Abilities:**

- Principles of public personnel administration and risk management.
- Related Federal and State legislation.
- Research techniques, sources, and availability of information.
- Principles, practices, methods and techniques of risk management, insurance, self insurance, claims administration, safety and loss-prevention/control and workers' compensation.
- Fundamental employment laws, codes and regulations including EEO, FLSA, FMLA, and Cal/OSHA and applicable provisions of collective bargaining agreements.
- Principles of municipal budget preparation.
- Records management and retention.
- Basic computer fundamentals, work processing, and spreadsheet programs.
- Report preparation.
- Methods and techniques of supervision.
- Analyzing & Interpreting Data – Drawing meaning and conclusions from quantitative and/or qualitative data.
- Critical Thinking – Analytically and logically evaluating information, propositions, and claims.
- Fact Finding – Obtaining facts and data pertaining to an issue or question.
- Industry Monitoring – Grasping the external political, economic, competitive, and social factors affecting the industry.
- Legal & Regulatory Navigation – Understanding, interpreting, and ensuring compliance with laws and regulations.
- Professional & Technical Expertise – Applying technical subject matter to the job.
- Action & Results Focus – Initiating tasks and focusing on accomplishment.
- Safety Focus – Showing vigilance and care in identifying and addressing health risks and safety hazards.

- Adaptability – Responding positively to change and modifying behavior as the situation requires.
- Professional Integrity and Ethics – Maintaining trust through honesty, adherence to principles, and personal accountability.
- Informing – Proactively obtaining and sharing information.
- Listening – Fully comprehending spoken communication.
- Writing – Communicating effectively in writing.
- Customer Focus – Attending to the needs and expectation of customers.
- Project Management – Planning and tracking projects to ensure they are on-time, on budget, and achieve their objectives.
- Advise and assist employees and department managers in a variety of personnel matters including the interpretation and application of personnel rules.

**ATTACHMENT B**  
**EXHIBIT "B"**

**AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE**

**1. PARTIES**

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and Iyob Tessema, an individual (hereinafter referred to as "EMPLOYEE").

**2. RECITALS**

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Human Resources and Risk Management effective February 13, 2024, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT").

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of \_\_\_\_\_, \_\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

**3. CONSIDERATION**

3.1 EMPLOYEE shall receive payment to them at the time of their voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of \_\_\_\_\_ and \_\_\_\_\_ cents (\$\_\_\_\_\_.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within \_\_\_\_\_ ( ) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

#### 4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that they are knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights they may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that they have been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims they currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights they may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of their own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that they should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, their counsel of choice, and that they do not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following their execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

## **5. UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

### "General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

## **6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

## **7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained

by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that they shall be exclusively liable for the payment of all taxes for which they are responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Manager, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that they have not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that they will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, they will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## **8. MISCELLANEOUS**

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

City Manager  
City of South El Monte  
1415 Santa Anita Ave.  
South El Monte, California 91733

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Iyob Tessema

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: \_\_\_\_\_  
[Counsel]

**ATTACHMENT B**  
**EXHIBIT "C"**

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



## City Council Agenda Report

### Agenda Item No. 11.a.

**DATE:** October 7, 2025

**TO:** Honorable Mayor and Members of the City Council

**APPROVED BY:** Rene Salas, City Manager

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

**SUBJECT:** CORRESPONDENCE FROM THE STREET ART TOURS WYNWOOD BUGGIES INVITING THE CITY OF SOUTH EL MONTE OLYMPICS COMMITTEE, CONSISTING OF COUNCILMEMBERS RUDY BOJORQUEZ, LARRY RODRIGUEZ, AND THE CITY MANAGER, RENE SALAS, TO A WYNWOOD ART DISTRICT TOUR IN MIAMI, FLORIDA, FROM OCTOBER 17-21, 2025

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**SUMMARY:** The City's Olympic Committee has been invited by Christian Romero to visit the Miami Wynwood Arts District. Staff is recommending to allow three committee members, Rudy Borojurquez, Larry Rodriguez and Rene Salas to travel to Miami on an exploratory mission to see if this Art District concept would work for South El Monte.

**RECOMMENDED ACTION:** Staff recommends approving the trip to Miami to explore the possibility of duplicating an Arts District here in South El Monte.

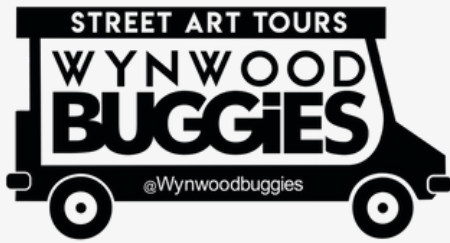
**FISCAL/FINANCIAL IMPACT:** Per Resolution No. 08-01, Section 1. Annual Budget. All other expenses for overnight trips, conferences and events that exceed or are not approved as part of the budget shall only be funded upon prior approval by a majority of the city Council at a duly noticed City Council meeting. Estimated total cost is \$6,600.

**DISCUSSION:** Many cities around the U.S. have developed Art Districts and festivals around art. As the World Cup arrives and 2028 Olympics approaches, cities need to think of creative ways to attract visitors. Our city Olympic Committee has been invited by Christian Romero to take a tour of Miami's Wynwood Arts District. We would go on a behind-the-scenes look at the arts district, including how it was founded and the operations. Staff will meet with consultants, artists and cultural leaders to discuss the transformation of this Arts District.

**ATTACHMENT(S):**

- A. Letter from Street Art Tours Wynwood Buggies





+305-215-8948  
info@wynwoodbuggies.com  
www.wynwoodbuggies.com  
114 NW 25th St, Miami, FL 33127

September 22<sup>th</sup>, 2025

**Councilmember Bojorquez  
Councilmember Rodriguez  
City Manager Salas  
City of South El Monte –  
Olympic Arts Committee  
1415 N Santa Anita Avenue  
South El Monte, CA 91733**

Dear Councilmember Bojorquez, Councilmember Rodriguez, and City Manager Salas:

Congratulations on South El Monte's selection to host a portion of the 2028 Summer Olympics. This extraordinary honor presents a once-in-a-lifetime opportunity to showcase your city's creativity, heritage, and vision on the global stage.

On behalf of Wynwood Buggies, it is our privilege to invite the City of South El Monte's Olympic Arts Committee to participate in a special working visit to Miami's Wynwood Arts District from October 17–21, 2025.

Unlike a typical tour, this curated experience will take you behind the scenes of one of the world's most renowned art districts. You will engage directly with the consultants, artists, and cultural leaders who transformed Wynwood from a neglected industrial area into a thriving international arts destination. Together, we will explore how murals, installations, and cultural programming can reshape entire communities, drive economic growth, and inspire civic pride.

This visit will not only provide inspiration but also practical strategies to support your role in preparing South El Monte for the Olympics. You will return with ideas, models, and connections to share with your City Council—tools to help you build a legacy of art and culture that will uplift residents and welcome visitors from around the globe.

We would be honored to host you in Miami and to work alongside South El Monte in this creative journey. Please let us know if you are able to join us, so that we may coordinate the details of your visit.

**With great anticipation,**

*Chris Romero*

**Christian Romero**

On behalf of Wynwood Buggies - Wynwood Arts District - Miami, Florida