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

AGENDA

November 4, 2025, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

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

To participate during public comment via teleconference, see below:

Link: https://us02web.zoom.us/j/86581711880
Webinar ID: 865 8171 1880
Or call in: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

LEVINE ACT DISCLOSURE

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

CONFLICT OF INTEREST

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Rudy Bojorquez

3. INVOCATION

Parish Council President, Robert Yrigoyen, Epiphany Catholic Church

4. PRESENTATIONS

4.a. San Gabriel Valley Council of Governments (SGVCOG) President's Introduction

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

4.c. Code Enforcement and Public Safety Department Report for the Month of September 2025

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

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

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

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the October 7, 2025, Regular City Council Meeting.

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

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-091, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 8, 2025, THROUGH NOVEMBER 4, 2025

Authorizing payment of City expenditures for the period of October 8, 2025, through November 4, 2025, totaling $1,897,134.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-091, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-092, APPROVING AMENDMENT NO. 1 TO AGREEMENT ENP252608 BETWEEN THE CITY OF SOUTH EL MONTE AND COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

Amendment No. 1 to Agreement ENP252608 ("Agreement") between the City of South El Monte ("City") and County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County, through the Modernizing Older Californians Act ("MOCA"), and from the Nutrition Services Incentive Program ("NSIP") for Fiscal Year 2025-2026 ("FY 2025-26").

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-092, approving Amendment No. 1 to the existing Agreement between the City and County; and
2. Authorize the City Manager or designee to execute the agreement.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-093, APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO EPD SOLUTIONS, INC. TO PROVIDE PEER REVIEW OF A MITIGATED NEGATIVE DECLARATION AND RELATED TECHNICAL STUDIES IN CONJUNCTION WITH THE DEVELOPMENT OF 1510 & 1536 PECK ROAD

EPD Solutions, Inc. was selected as the most qualified consultant based on their experience, proposal quality, project understanding, schedule, and cost effectiveness to provide a third-party independent review of a Mitigated Negative Declaration and technical reports for 1510 & 1536 Peck Road.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Adopt Resolution No. 25-093 awarding PSA to EPD Solutions, Inc. for consulting services to peer-review of a Mitigated Negative Declaration and technical studies, in an amount not to exceed $48,296; and
2. Authorize the City Manager or his designee to negotiate and execute the agreement.

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

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION AND ADOPTION OF SECOND 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 full reading and adopt 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.

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-094, APPROVING AWARD OF CONSTRUCTION CONTRACT TO BRIDGEROCK CONSTRUCTION FOR NEW TEMPLE PARK SNACK BAR REHABILITATION PROJECT

On July 6, 2025, a fire occurred at the New Temple Park Snack Bar that damaged a portion of the building and storage area. Pursuant to South El Monte Municipal Code Sections 3.18.010 and 3.18.020, staff solicited informal bids from three (3) contractors for the rehabilitation and repairs of the building for the project known as the New Temple Park Snack Bar Rehabilitation Project ("Project"). The Project involves the removal of roof material, demolition of damaged areas of the structure, hauling away of debris, removal and replacement of the interior drywall, rebuilding existing electrical service, rebuilding the roof canopy/awning, installation of wrought iron fencing/door, installation of new door and hardware, painting, and other tenant improvements. The contract was awarded to Light & Power International in the total bid amount of $54,500. The contractor was not able to provide the appropriate documentation to initiate the job and ultimately withdrew from the job. Staff reached out to the next bidder that provided a quote and awarded the contract to Briderock Construction in the total bid amount of $58,800.

Consent Calendar Items 7.f. (continued) through 7.h. next page.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-094 awarding a construction contract to Bridgerock Construction in the amount of $58,800 for the New Temple Park Snack Bar Rehabilitation Project and allocate $58,800 from the General Fund Balance;
2. Authorize the City Manager to execute the contract; and
3. Authorize a fifteen percent (15%) project contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-095, APPROVING POLICIES AS RECOMMENDED BY INDEPENDENT AUDITOR

As a result of the completion of the June 30, 2024, Single Audit Report (SAR) over City's expenditures of federal awards, it was identified by an independent auditor, Moss, Levy & Hartzheim LLP, that the City needs policy improvements in three areas: 1) loan compliance, 2) grants receivable and 3) grant reporting. Based upon the recommendations received, and with guidance from the State Department of Housing and Community Development (HCD), the City has developed policies for City Council's consideration and approval.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-095, approving the three proposed policies covering 1) loan compliance, 2) grants receivable and 3) grant reporting.

7.h. CONSIDERATION AND APPROVAL OF PROFESSIONAL PLANNING MANAGER SERVICES WITH WILDAN ENGINEERING

The City is in need of an interim Planning Manager while recruitment for a permanent Community Development Manager is being conducted. Wildan Engineering has provided a proposal to temporarily provide Planning Manager services for the city.

RECOMMENDED ACTION: Staff recommends approving the attached agreement for Planning Manager services provided by Wildan Engineering in the not-to-exceed amount of $65,000 and for an additional three (3) months of services if needed for an aggregate not-to-exceed amount of $130,000.

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

CONSENT CALENDAR (CONTINUED)

7.i. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-096, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND INTER-CON SECURITY SYSTEMS INC FOR PUBLIC SAFETY SERVICES

On July 17, 2025, the City of South El Monte published a Request for Proposal (RFP) for Public Safety Services and received six proposals. Staff reviewed the proposals and determined that Inter-Con Security Systems Inc. (Inter-Con) provided the best overall value to meet the needs of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-096, approving the Professional Services Agreement with Inter-Con for Public Safety Services; and
2. Authorize the City Manager or designee to execute the documents incident to that Agreement.

7.j. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-097 AUTHORIZING THE CITY MANAGER TO ENTER INTO A MARKETING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND NATIONAL LEAGUE OF CITIES (NLC) PROGRAM OFFERED BY UTILITY SERVICE PARTNERS – A HOMESERVE COMPANY, FOR THEIR WATER AND SEWER SERVICE LINE PROGRAM

On October 7th, 2025, National League of Cities (NLC) made a presentation to City Council regarding a water and sewer line service program for the residents of South El Monte. NLC will provide service management for the program, and will need City approval to distribute marketing materials to the community. NLC has provided a marketing agreement for approval by the City of South El Monte.

RECOMMENDED ACTION: Staff recommends the City adopt Resolution 25-097, authorizing the City to enter into a marketing agreement with NLC.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF THE FLAGS OF VALOR FUND MANAGEMENT PLAN AND VETERAN SUPPORT APPLICATION PROCESS

Flags of Valor is a meaningful tribute presented by the City of South El Monte to honor our nation's military heroes. This program raises vital funds to support local veterans in our community. City staff has reviewed potential options for managing the funds generated through the Flags of Valor program and is recommending that the City of South El Monte oversee the funds directly to ensure transparency, accountability, and alignment with community priorities.

General Business Items 9.a. (continued) through 9.c. next page.

RECOMMENDED ACTION: Staff recommends City Council discuss and approve the following:

1. The proposed Flags of Valor Fund Management Plan, with the City of South El Monte serving as the administrator of funds raised through the program; and
2. Approve the proposed Veteran Support Application and selection process to guide the fair and transparent distribution of funds to local veterans in need.

9.b. APPROVAL OF PROPOSED DARK CITY COUNCIL MEETING DATES AND CLOSURE OF CITY HALL FOR HOLIDAYS

Each year staff requests City Council consider “going dark” on the second Tuesday in November and December due to the Thanksgiving and Christmas holidays. Staff also requests going dark the first meeting in January on January 6, 2026.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve going dark on Tuesday, November 18, 2025, Tuesday, December 16, 2025, and Tuesday, January 6, 2026, due to the Thanksgiving, Christmas and New Year holidays; and
2. Authorize a City Hall closure during the Christmas holiday, from December 22, 2025, through January 1, 2026. City Hall reopens January 5, 2026.

9.c. LETTER FROM SOUTH EL MONTE VETERANS SENIOR BASEBALL TEAM REQUESTING A FACILITY WAIVER FOR THE USE OF THE BASEBALL FIELD AT DEAN L. SHIVELY PARK

The South El Monte Veterans Senior Baseball ("SEM Veterans") team is requesting a facility fee waiver for the use of Dean L. Shively ("Shively") Park to host their 2026 baseball season's games.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility waiver requested by SEM Veterans in the amount of $6,000.00.

General Business Items 9.d. through 9.f. next page.

GENERAL BUSINESS (CONTINUED)

9.d. LETTER FROM SOUTH EL MONTE AVIATORS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELD AND SHIVELY PARK FIELD AND CONSIDERATION TO WAIVE THE LIGHT FEES AT NEW TEMPLE AND SHIVELY PARK

The South El Monte Aviators are requesting a facility fee waiver for the use of New Temple Park fields and Shively Park field to host practices. Additionally, the Aviators are requesting the City Council to consider waiving the light fees associated with the reservation at Shively and New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver for the use of New Temple Park fields and Shively Park field in the amount of $2,250.00; and
2. Discuss and consider the request to waive the reservation light fees in the amount of $1,350.00.

9.e. LETTER FROM THE SOUTH EL MONTE EMPLOYEES CHRISTMAS RECOGNITION COMMITTEE REQUESTING SPONSORSHIP FOR THE EMPLOYEE CHRISTMAS RECOGNITION DINNER DATE TBD

The South El Monte Employee Associations are seeking an $8,000 sponsorship to fund the Annual Christmas Employee Recognition Dinner. This includes the rental of the location and a dinner for all city employees, totaling approximately $8,000. Thank you for helping us celebrate the people who keep South El Monte running strong!

RECOMMENDED ACTION: Staff recommends the City fund the Employee Christmas Recognition Dinner totaling $8,000.

9.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-099 CONSENTING TO THE APPOINTMENT OF DAVID DE VRIES AS DIRECTOR OF ECONOMIC DEVELOPMENT AND APPROVAL OF THE DIRECTOR OF ECONOMIC DEVELOPMENT EMPLOYMENT AGREEMENT

Staff is asking the City Council to consent to the appointment of David De Vries as Economic Development Director and approve his employment agreement for services as Economic Development Director.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-099 approving the employment agreement between the City and David De Vries for the position of Director of Economic Development; and
2. Authorize the Mayor to execute the employment agreement.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER MANUEL ACOSTA

1. Travel Approval Process
   Discussion/Action: Every year the city council approves a budget for travel for the city council and all city employees. The approval of the travel has certain requirements. These requirements include professional development, any city-oriented business, and potential benefit to the city and its residents. As long as these requirements are met, travel is almost certain. The current city policy distinguishes between in-state and out-of-state travel. Out-of-state travel requires city council approval, while in-state travel does not. It is unclear why there is a distinction. How does out-of-state travel differ from in-state travel? And why does the city council have to approve out-of-state travel?

2. City Council Paraphernalia
   Discussion/Action: Individual canvas tarps with city council members' names were purchased with city funds. This is highly unusual and not a typical practice. For example, city council members are not allowed to appear in the city-sponsored newsletter due to it violating political campaign laws. Are city-purchased paraphernalia depicting councilmembers' names exempted? Do their purchase with city funds violate political campaign laws? Or is it simply a city policy? And if it is a city policy, should the city council be required to approve it?

12.b. MAYOR PRO TEM HECTOR DELGADO

1. Consideration to approve a request from the El Monte-South El Monte Emergency Resources Association (ERA) for funding of $40,000 to support efforts in fighting food insecurity and providing essential services to families in need.
2. Manage Electioneering and campaigning practices on Public Facilities.

12.c. COUNCILMEMBER RUDY BOJORQUEZ

1. Discussion to direct staff to begin identifying locations in the city for arts development districts and what needs to be done to change zoning in these locations.

Councilmembers' Agenda Item 12.d. next page.

COUNCILMEMBERS' AGENDA (CONTINUED)

12.d. COUNCILMEMBER LARRY RODRIGUEZ

1. Direct staff to investigate the possibility of setting up a phone hotline for SEM Veterans to call to receive donated emergency food assistance.

2. Discussion to direct staff to begin identifying locations in the city for arts development districts and what needs to be done to change zoning in these locations.

13. CLOSED SESSION

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

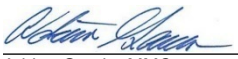
14. ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, December 2, 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 30, 2025, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.



Adrian Garcia, MMC

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: San Gabriel Valley Council of Governments (SGVCOG) President's Introduction

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SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. SGVCOG South El Monte Presentation

SGVCOG

2025

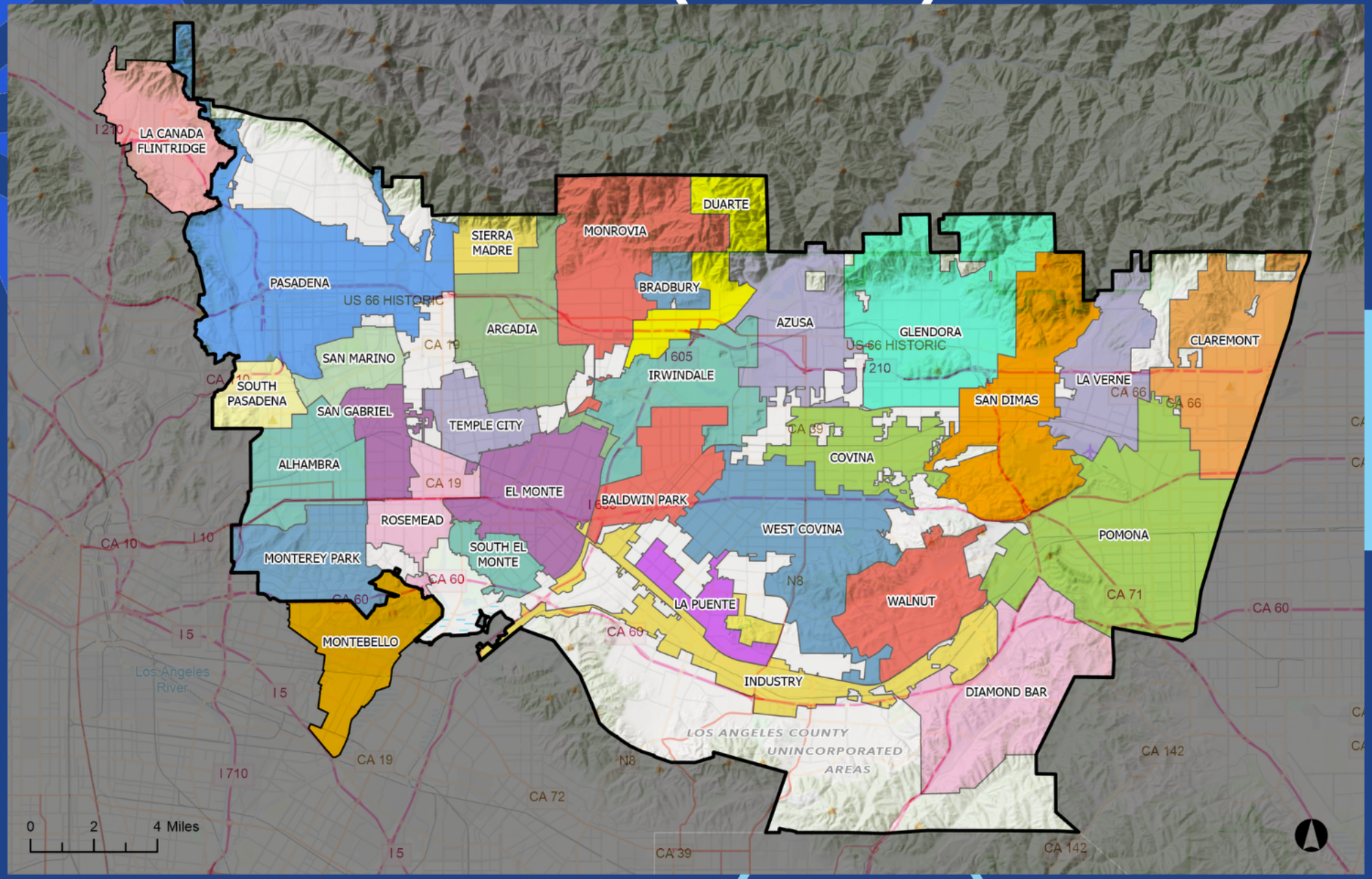
PRESIDENT'S INTRODUCTION





ED REECE

SGVCOG President & Claremont City Council Member


LA CANADA FLINTRIDGE
DUARTE
SIERRA MADRE
MONROVIA
PASADENA
US 66 HISTORIC
BRADBURY
ARCADIA
AZUSA
GLENDORA
US 66 HISTORIC
CLAREMONT
SAN MARINO
CA 19
I 605
IRWINDALE
210
LA VERNE
SOUTH PASADENA
SAN GABRIEL
TEMPLE CITY
SAN DIMAS
CA 66
CA 39
COVINA
ALHAMBRA
CA 19
EL MONTE
BALDWIN PARK
ROSEMEAD
WEST COVINA
POMONA
CA 10
I 10
SOUTH EL MONTE
MONTEREY PARK
CA 60
N8
WALNUT
CA 71
CA 60
LA PUENTE
I 5
CA 60
MONTEBELLO
Los Angeles River
INDUSTRY
DIAMOND BAR
LOS ANGELES COUNTY UNINCORPORATED AREAS
CA 19
N8
CA 142
I 710
CA 72
0 2 4 Miles
I 5
CA 39
CA 142





2025 Executive Committee

President/TC Chair - Ed Reece (Claremont)

1st Vice President - Cory Moss (Industry)

2nd Vice President - Michael Allawos (Glendora)

3rd Vice President - Andrew Chou (Diamond Bar)

EENR Committee Chair - Jennifer Stark (Claremont)

Homelessness Committee Chair - Becky Shevlin (Monrovia)

Past President/CPCC Chair - Tim Hepburn (La Verne)

City Managers' Steering Chair (Ex-Officio) - Adam Raymond (Glendora)

Metro SGV Representative (Ex-Officio) - Tim Sandoval (Pomona)

Boards & Committees



For questions about Committees or Governing Board, contact Steph Wong (swong@sgvcog.org)

Staff Leadership

Rey Alimoren



Director of Finance
ralimoren@sgvcog.org

Kevin Lai



Director of Capital Projects
klai@sgvcog.org

Ricky Choi



Director of Community & Government Relations
rchoi@sgvcog.org

Marisa Creter



Executive Director
mcreter@sgvcog.org

Caitlin Sims



Director of Planning & Programs
csims@sgvcog.org

Brielle Salazar



Regional Housing Trust Manager
bsalazar@sgvrht.org
alt: lhwang@.sgvcog.org

Katie Ward



Administrative Services Manager
kward@sgvcog.org

Recent Achievements



Broke Ground on the last three grade separations of the Alameda Corridor-East (ACE) project. ACE is a program of 19 crossing improvements to tackle safety and mobility issues caused by high volume freight movement from the Ports of LA/Long Beach through the SGV.



Supported participating cities with SB 1383 food recovery and composting compliance: (1) Tripled business compliance rates; (2) Launched three food recovery hubs; and (3) Purchased over 30 refrigerators and freezers for 10 food banks and pantries across the SGV.



Awarded $36.5M in subregional Measure M transportation funds to projects in 17 SGV jurisdictions. This is a significant investment in local active transportation and first-last mile projects that will provide healthy and equitable mobility options in the SGV.

SGVCOG ❤
City of South El Monte

Funding Partner

Subregional Measure M funding awarded to City's *Santa Anita Avenue Walkability and Bicycle Safety Project*; over $9.1 M

Compliance Support

Supporting recovery and redistribution of food to families in need, helping businesses in South El Monte comply with SB 1383

Rapid Housing Project

Funding an interim motel program (Sierra Inn Motel), in partnership with Family Promise of SGV, to help transition families into permanent housing



Shared Values

Local Pride

Mutual Support

ereece@sgvcog.org

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

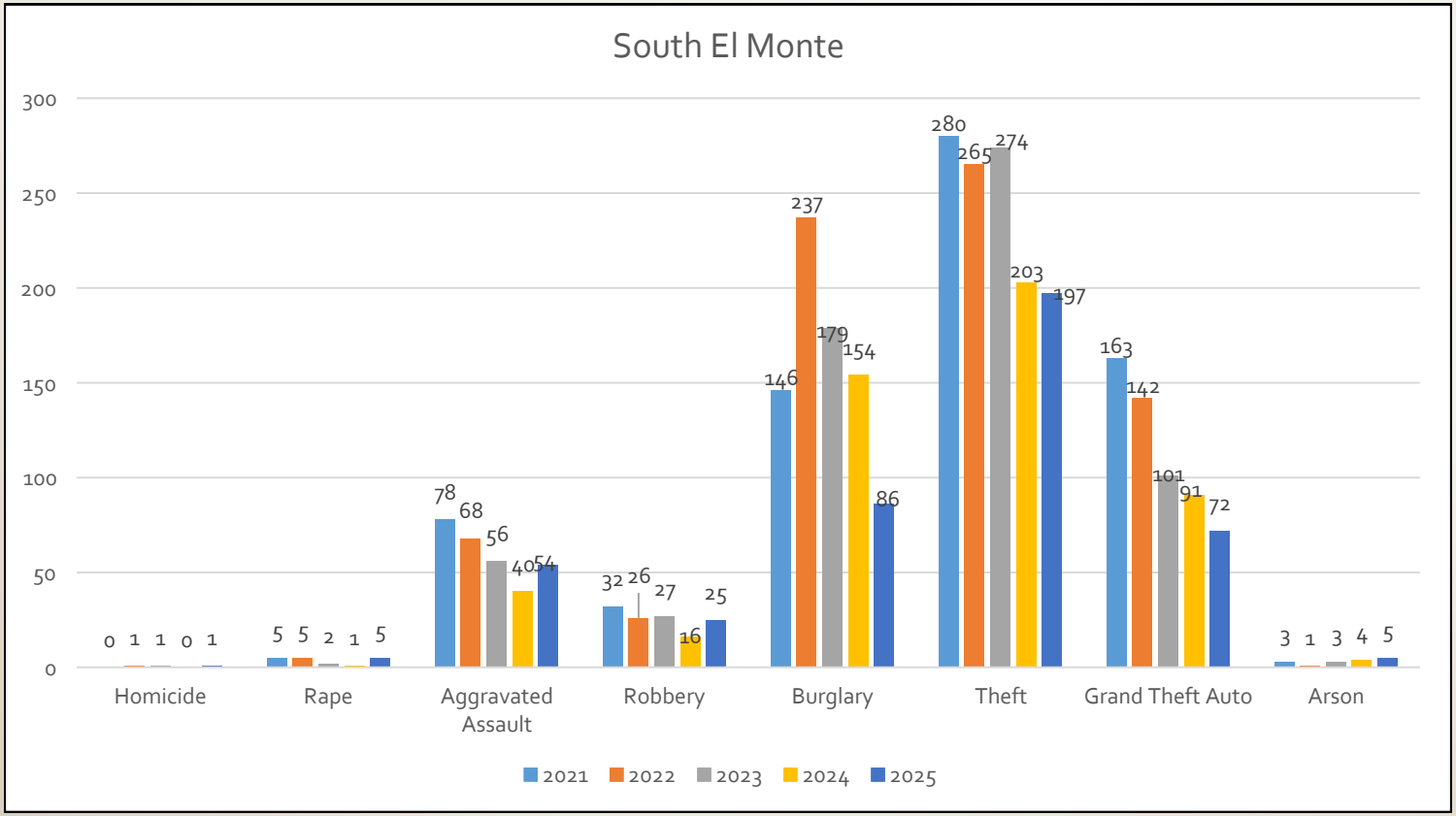
ATTACHMENT(S):

A. PowerPoint September 2025

South El Monte
September 2025

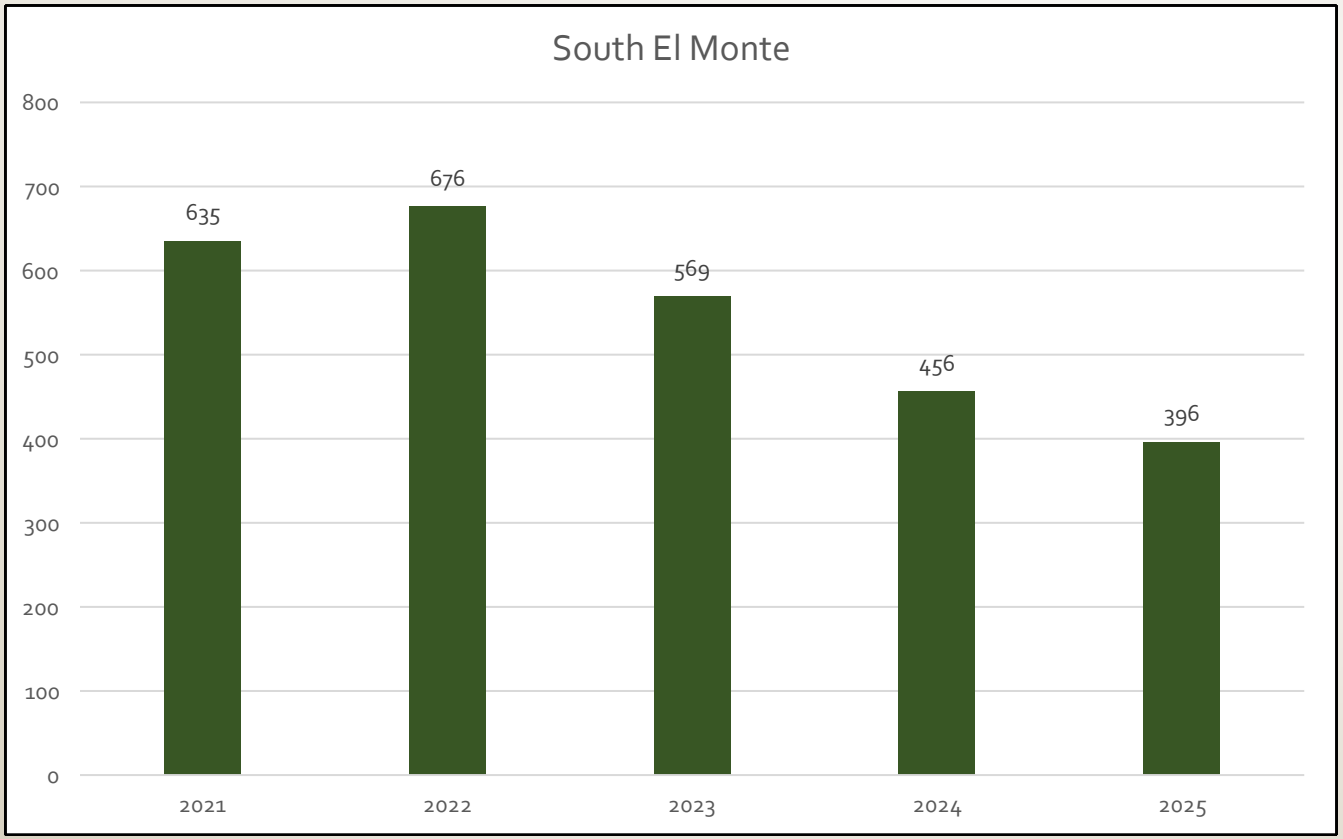
Crime Statistics

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



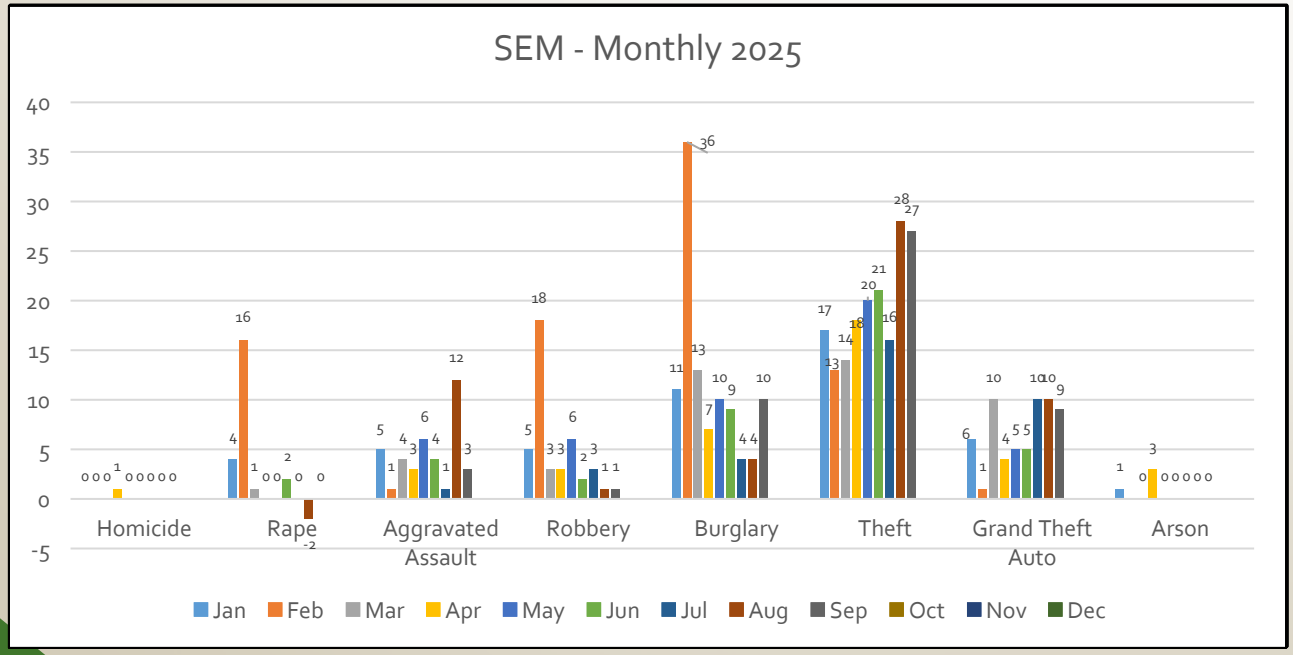
South El Monte	1 yr % change	4 yr % change
Homicide	NC	NC
Rape	400%	0%
Aggravated Assault	35%	-31%
Robbery	56%	-22%
Burglary	-44%	-41%
Theft	-3%	-30%
Grand Theft Auto	-21%	-56%
Arson	25%	67%
Total	-13%	-37%

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



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

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	1	0	0	0	0	0				1
Rape	4	0	1	0	0	2	0	-2	0				5
Aggravated Assault	5	16	4	3	6	4	1	12	3				54
Robbery	5	1	3	3	6	2	3	1	1				25
Burglary	11	18	13	7	10	9	4	4	10				86
Theft	17	36	14	18	20	21	16	28	27				197
Grand Theft Auto	6	13	10	4	5	5	10	10	9				72
Arson	1	1	0	3	0	0	0	0	0				5
Total	49	85	45	39	47	43	34	53	50	0	0	0	445



Arrests	
2024	781
2025	644

South El Monte	YTD
Res Burg	7
Other Burg	79
Petty Theft	64
Grand Theft	81
Theft from Vehicle	51

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement & Public Safety Report - September 2025

City of South El Monte

Public Safety Report

September 2025 Recap

Raul Rodriguez
Code Enforcement / Public Safety Supervisor

Code Enforcement Cases

September - 131

Building 15

Health & Safety..... 19

Parking Citations..... 24

Bulk..... 10

Homeless 10

Property Maintenance..... 14

Streets and Sidewalk 7

Graffiti 14

Prohibited Animals..... 7

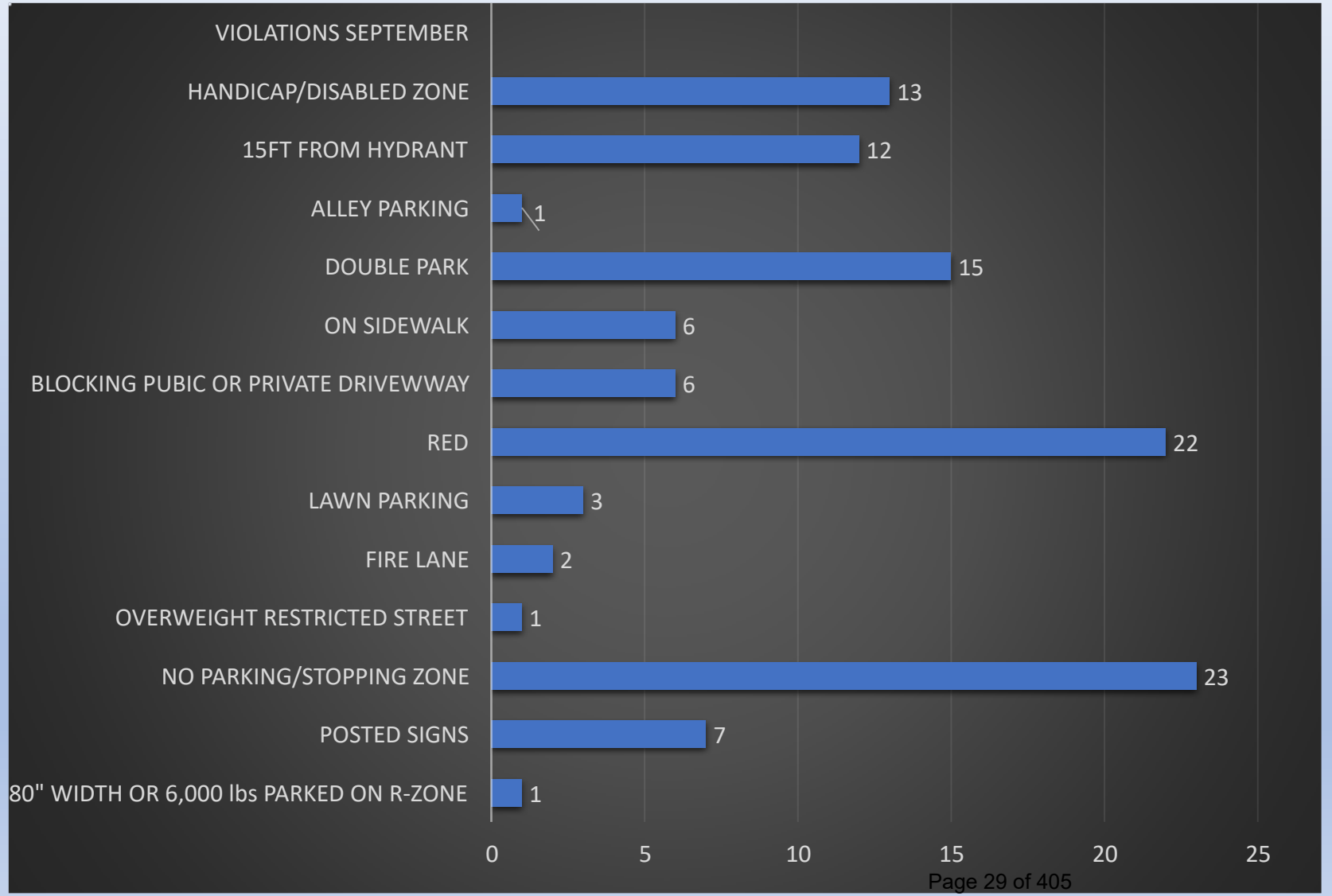
Business..... 9

Vendors..... 2

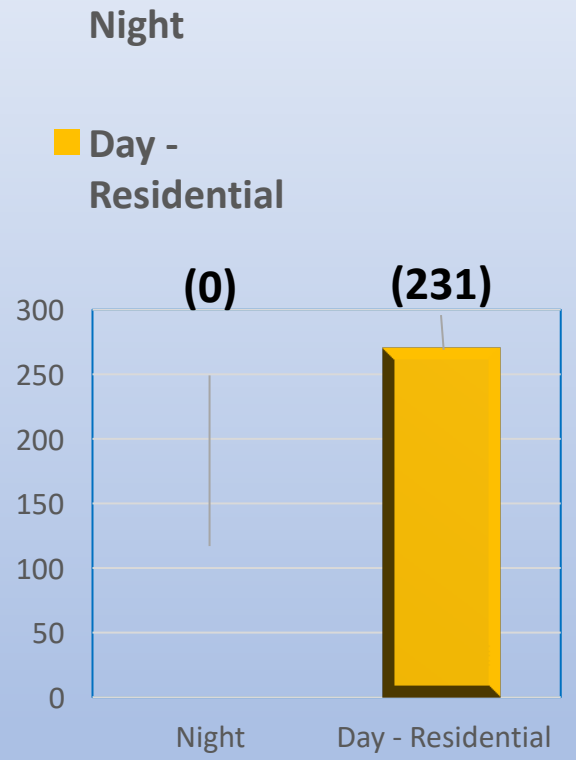


Parking Citations

September - 587

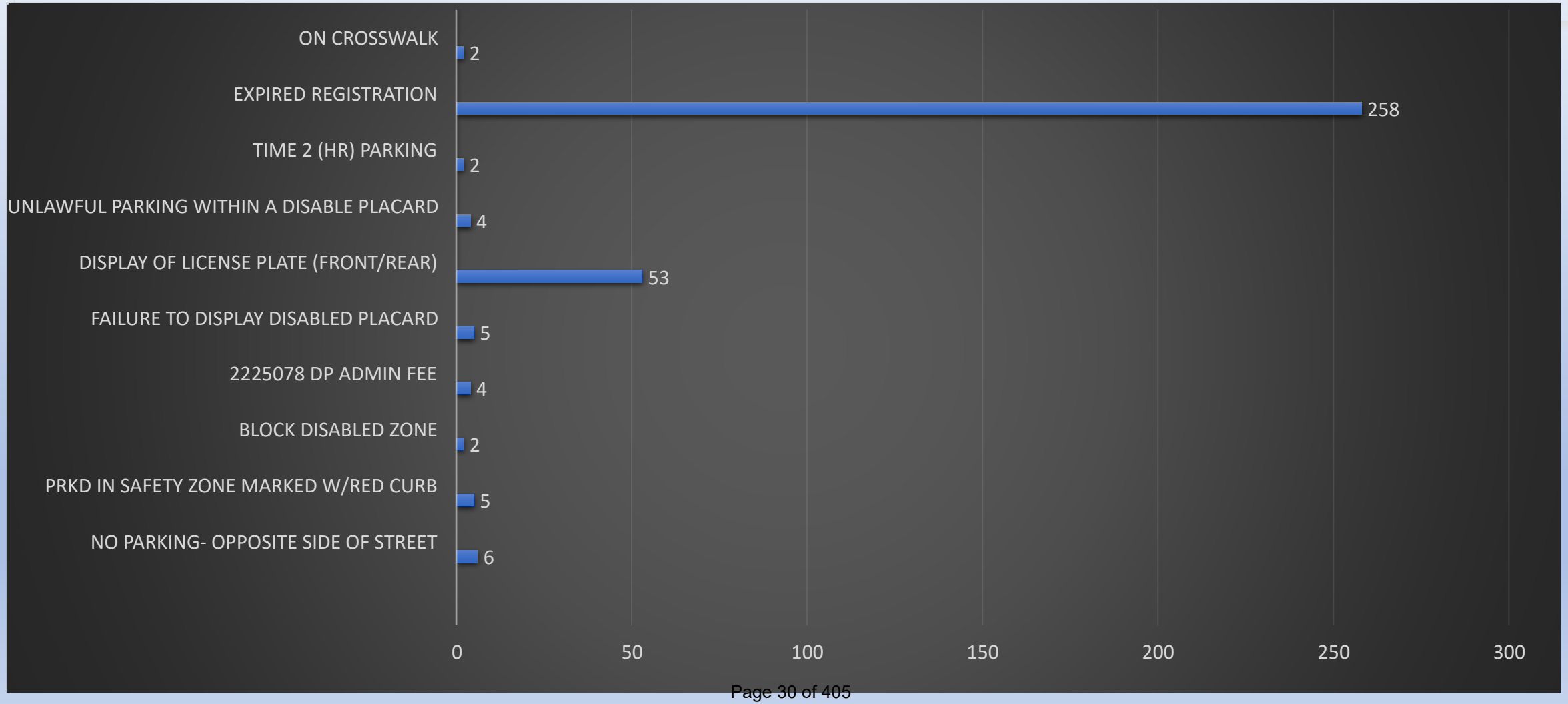


STREET SWEEPING – 231



Parking Citations

September Continued



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

DATE: November 4, 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 OCTOBER 7, 2025

SUMMARY: Staff is requesting approval of Minutes for the October 7, 2025, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the October 7, 2025, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC Minutes 10-07-25

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
Tuesday, October 7, 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 (arrived at 6:14 p.m.), and Mayor Olmos

ABSENT: Councilmember(s): None

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

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

2. PLEDGE OF ALLEGIANCE – Councilmember Acosta 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 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. Mayor and City Council presented a Certificate of Recognition to the Vietnamese Alliance Christian Church of San Gabriel Valley for their 50th Anniversary.

4.c. Bill Coffey, Regional Director, Business Development, HomeServe, provided a presentation on the National League of Cities (NLC) Water and Sewer Service Line Program.

Mayor Pro Tem Delgado recognized and welcomed Andre Quintero, former Mayor of El Monte, who was in attendance in the audience.

DRAFT

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

Councilmember Acosta requested to pull Agenda Item 7.d. from the Consent Calendar for discussion.

Susie A. Altamirano, City Attorney, announced Walk-On Agenda Item 9.c. under General Business, requiring a vote to add the item.

Rene Salas, City Manager, announced staff corrections to the attachment for Agenda Item 7.e., and a copy of the attachment with those corrections is available on the dais.

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

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

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

A cake was presented to Mayor Olmos and Councilmember Bojorquez for their birthdays.

1. Kimberly Valencia, resident, expressed concerns on Agenda Item 11.a.

2. John Ventura, resident, recognized the Vietnamese Alliance Church for their 50th Anniversary, the Mayor for her birthday, spoke on an encounter among staff and commissioners at a Homeless Commission Meeting, and expressed concern on Agenda Item 11.a.

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

Agenda Item 7.d. was heard at this time.

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.

Discussion topics included grant source and amount, the number of trees and locations, and how the program will be promoted to residents.

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Rodriguez, to adopt Resolution No. 25-087, approving an MOU agreement with Treepeople Inc. 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 balance of 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. Approved the Minutes for the September 2, 2025, Regular City Council Meeting.

7.b. Adopted Resolution No. 25-085, authorizing payment of City expenditures for the period of September 3, 2025, through October 7, 2025, totaling $3,112,350.26.

7.c. Adopted 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).

7.d. *This item was heard before approval of the Consent Calendar*.

7.e. Approved Resolution No. 25-089, approving the 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

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

Motion by Councilmember Bojorquez, seconded by Mayor Pro Tem Delgado, to 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. 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.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

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

Motion by Mayor Pro Tem Delgado, seconded by Councilmember Bojorquez, to adopt Resolution No. 25-088, approving the first amendment to Iyob Tessema's 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

9.c. WALK-ON ITEM: CONSIDERATION OF A RESOLUTION ACCEPTING COMPLETION OF THE EMERGENCY REPAIRS TO CITY HALL COUNCIL CHAMBERS PROJECT AND TERMINATING MERGENCY CONTRACTING ACTIONS PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050(C)(3)

Motion by Councilmember Rodriguez, seconded by Councilmember Bojorquez, to adopt Resolution 25-090, accepting completion of the emergency repairs to the City Hall Council Chambers and to terminate emergency contract actions pursuant to Public Contract Code section 22050(c)(3). Motion passed 5-0, by the following vote:

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

DRAFT

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the following: the Southern California Edison 15th Annual Hispanic Heritage Month Event, the San Gabriel Valley Public Affairs Network Annual Mayor's and City Council Reception, the Women & Girls Empowerment Brunch, the September Night Market, the Community Bike Ride, the South El Monte High School Homecoming Game, and a Senator Sasha Renee Perez Leadership Luncheon.

Councilmember Bojorquez announced he attended the following: the Community Bike Ride, the Senior Center's Mexican Independence Luncheon, the Popeyes Grand Opening, and the Women & Girls Empowerment Brunch.

Mayor Pro Tem Delgado announced he attended the following: the Jerry Ortiz Memorial Boxing Gym's Friday Night Fights, the Women & Girls Empowerment Brunch, the September Night Market, and the South El Monte High School Homecoming Game.

Councilmember Rodriguez announced he attended the following: the Popeyes Grand Opening, the September Night Market, and an Olympic Committee Meeting.

Mayor Olmos announced she attended the following: the Senior Center's Mexican Independence Luncheon, the South El Monte High School Homecoming Game, San Gabriel Valley Council of Government 2028 Olympic & Paralympic Games Ad Hoc Committee Meeting, San Gabriel Valley Council of Government Transportation Committee Meeting, the Los Angeles County Sanitation District No. 15 Board of Directors Regular Meeting, the Popeyes Grand Opening, the San Gabriel Valley Public Affairs Network Annual Mayor's and City Council Reception, the Women & Girls Empowerment Brunch, the Meet & Greet with South El Monte Sheriff's Team, the Whittier Narrows Encampment Resolution Open House/Community Meeting with Supervisor Solis' team, the Healthy South El Monte Leadership Council, a planning meeting for a Town Hall, the Vietnamese Alliance Church's 50th Anniversary celebration, and the September Night Market.

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

Mayor Olmos introduced the item.

Discussion topics included trip costs, the approved travel budget, implementation of ideas from council travel, council's travel budget stipulations, local and other art district options, an Olympic Arts Committee, types of venues that other arts districts have, and considering other cities that have hosted Olympic events.

CORRESPONDENCE (CONTINUED)
Item 11.a.

Motion by Councilmember Rodriguez, seconded by Mayor Pro Tem Delgado, to approve the trip to Miami to explore the possibility of duplicating an Arts District here in South El Monte. 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

12. COUNCILMEMBERS' AGENDA – None

Councilmember Rodriguez requested a moment of silence for Rudy "Rudder" Trujillo.

13. CLOSED SESSION

At 7:28 p.m., Mayor and City Council recessed into 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.

At 8:54 p.m., Mayor Olmos reconvened the meeting with Mayor Pro Tem Delgado absent.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 13.a., a report was provided, feedback was given, and there was no reportable action.

14. ADJOURNMENT

There being no further business coming before this body, at 8:54 p.m., Mayor Olmos adjourned the meeting in memory of Lucio Vargas, city employee crossing guard, Eduardo V. Retamoza, long-time South El Monte resident, Vincent Nevarez, and Rudy "Rudder" Trujillo, to a Regular City Council Meeting on Tuesday, October 21, 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: November 4, 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. 25-091, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 8, 2025, THROUGH NOVEMBER 4, 2025

SUMMARY: Authorizing payment of City expenditures for the period of October 8, 2025, through November 4, 2025, totaling $1,897,134.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-091, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Resolution No. 25-091
B. Warrant 11-4-25

ATTACHMENT A

RESOLUTION NO. 25-091

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF OCTOBER 8, 2025, THROUGH NOVEMBER 4, 2025, TOTALING $1,897,134.

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

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

_____
Finance Director

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

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 25/26	Electronic Warrants	10/8/25-11/4/25	DFT0003070-3107	$314,802.59
FY 25/26	Regular Warrants	10/8/25-11/4/25	17310-17487	$1,195,345.92
Payroll	Direct Deposit	PPE 10/11/25	11394-11513	$181,664.19
Payroll	Check	PPE 10/11/25	2272-2279	$5,431.18
Payroll	Direct Deposit	PPE 10/25/25	11514-11635	$192,488.77
Payroll	Check	PPE 10/25/25	2280-2284	$7,401.79

TOTAL EXPENDITURES RESOLUTION NO. 25-091 $1,897,134.

PASSED, APPROVED, AND ADOPTED this 4th day of November 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-091, 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 4th day of November 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

South El Monte, CA

Warrant Register
Council Meeting 11/4/25

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1720.5520	L.A. COUNTY FIRE DEPARTMENT	17310	10/02/2025	CHALL HAZ MAT PROGRAM/ 1900 CENTRAL	2108
01.0100.1010.5910	MANUEL ACOSTA	17311	10/02/2025	OCT'25 CCCA EDUATIONAL SUMMIT/ PER DIEM	280
01.0130.1330.5215	SILVER LINING SOLUTIONS, LLC	17312	10/02/2025	ACCELA TRAINING SVCS	11100
01.0000.0000.4512	BRANDON NGUYEN	17313	10/14/2025	ADULT BASKETBALL RFND	420
01.0000.0000.4512	BRIAN CORONA	17314	10/14/2025	ADULT BASKETBALL RFND	420
01.0150.1530.5406	JUAN JOSE ORNELAS LOPEZ	17315	10/14/2025	Entertainment for Rodeo	800
01.0000.0000.4512	JUSTIN LAM	17316	10/14/2025	ADULT BASKETBALL RFND	420
01.0100.1010.5910	LARRY RODRIGUEZ	17317	10/14/2025	Oct 25 Olympic Committee Per Diem	560
01.0170.1720.6025	LIGHT & POWER INTERNATIONAL	17318	10/14/2025	NEW HVAC FOR MAINT YARD	27500
01.0100.1050.5406	PARTY PRONTO	17319	10/14/2025	rental of chairs tables & tent	1813
01.0100.1010.5910	RUDY BOJORQUEZ	17320	10/14/2025	Oct 25 Olympic Committee Per Diem	560
01.0000.0000.2224	STANDARD INSURANCE	17321	10/14/2025	Oct-25	436.66
01.0000.0000.2225	STANDARD INSURANCE	17322	10/14/2025	Oct-25	6554.9
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17323	10/14/2025	A. REYES 1108750875	8.15
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	17324	10/14/2025	R. RODRIGUEZ-FTB ID 111-10432-82	586.61
01.0000.0000.4512	TOM HUANG	17325	10/14/2025	ADULT BASKETBALL RFND	420
01.0160.1620.5520	A & R SAFE & LOCK CORP.	17326	10/15/2025	LIGHT POLE OUTLET LOCKS	38.76
44.0800.8010.5525	ANDY TRUONG	17327	10/15/2025	#38 PM SERVICE	145.79
01.0170.1770.5525	ANDY TRUONG	17327	10/15/2025	#9 MNTC REPAIRS	1117.96
01.0170.1020.5956	ANTONIO REYES	17328	10/15/2025	2025 BOOT ALLOWANCE	200
01.0170.1770.5525	AUTO ACCESSORIES EMERGENCY LIGHT IN	17329	10/15/2025	#55 INSTALL OF MSTR ROOF RACK & TOOL BOX	4544.84
01.0170.1750.5505	AUTOZONE	17330	10/15/2025	TRENCHER NEW BATTERY	64.1
01.0170.1020.5515	BASE HILL, INC.	17331	10/15/2025	9/25 JANITORIAL SVCS	8335
01.0170.1020.5515	BASE HILL, INC.	17331	10/15/2025	9/27 SCTR EXTRA WORK	700
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	17332	10/15/2025	AUG'25 TRAFFIC SIG RESPONSE	6050
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	17332	10/15/2025	AUG'25 TRAFFIC SIG MNTC	2225
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	17332	10/15/2025	SEPT'25 TRAFFIC SIGNAL RESPONSE	20649.5
02.0170.1760.5535	BEAR ELECTRICAL SOLUTIONS, INC	17332	10/15/2025	SEPT;25 TRAFFIC SIG MNTC	2225
01.0000.0000.2510	BUREAU VERITAS NORTH AMERICAN INC.	17333	10/15/2025	AUG. '25 - KB HOME BLDG INSPECTOR SVCS	8400
01.0170.1770.5525	CART MART INC	17334	10/15/2025	E-1 SUSPENSION AND CORD REEL	1038.42
01.0170.1770.5525	CART MART INC	17334	10/15/2025	E-1 NEW CONTROLLER UNIT	3225.2
01.0100.1050.5936	CONCENTRA	17335	10/15/2025	AUG' 25 RANDOM TEST	177
01.0100.1050.5936	CONCENTRA	17335	10/15/2025	NEW HIRE PHYSICAL	260
01.0000.0000.4250	DAVID LAW	17336	10/15/2025	AMD-SCOPE-248/ WITHDRAWN APP	258
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	17337	10/15/2025	BQ BREAKER BOLT ON / SCTR	40.08
01.0170.1020.5962	DDC ELECTRIC SUPPLY, INC.	17337	10/15/2025	DIGITAL CIRCUT BREAKER	79.18
01.0160.1650.5520	DDC ELECTRIC SUPPLY, INC.	17337	10/15/2025	ELEC SUPPS NTP CAMERAS	193.25
01.0170.1720.5520	DDC ELECTRIC SUPPLY, INC.	17337	10/15/2025	EV CHARGER SUPPLIES	55.33
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	17337	10/15/2025	SCTR LIGHT REPAIRS	763.71

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1660.5520	DDC PLUMBING SUPPLY, INC.	17338	10/15/2025	CAMERA PROJECT	105.41
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	17339	10/15/2025	AUGUST'25 FINGERPRINTS	128
01.0170.1770.5525	EL MONTE ORNAMENTAL SUPPLY, INC.	17340	10/15/2025	GATE REMOTES	109.64
01.0130.1330.5931	EVERBRDIGE INC	17341	10/15/2025	SEPT'25-SEPT'26 PUBLIC COMUNICATION SERVICE	8712.88
01.0160.1650.5520	EWING IRRIGATION	17342	10/15/2025	IRR REPAIR PARTS	258.3
01.0160.1620.5520	EWING IRRIGATION	17342	10/15/2025	SCTR GUTTER REPAIR	49.84
01.0160.1670.5520	EWING IRRIGATION	17342	10/15/2025	IRR REPAIR/ NTP	605.28
01.0160.1660.5520	EWING IRRIGATION	17342	10/15/2025	TREE TIES/ SHIVLEY	32.31
01.0160.1670.5010	EWING IRRIGATION	17342	10/15/2025	IRR SUPP/ MVD	259.78
01.0170.1020.5962	EWING IRRIGATION	17342	10/15/2025	SMALL TOOLS - NEW EMPLOYEE	87.08
01.0160.1650.5520	EWING IRRIGATION	17342	10/15/2025	PICNIC TABLE PROJECT SOD	732.83
37.0670.6720.5520	EWING IRRIGATION	17342	10/15/2025	MEDIAN IRR REPAIRS	171.86
01.0170.1020.5962	GARVEY EQUIPMENT COMPANY	17343	10/15/2025	HAND BLOWER / STRING TRIMMER	603.3
01.0151.1543.5430	GARVEY EQUIPMENT COMPANY	17343	10/15/2025	SPECIAL EVENTS GENERATORS	6613.42
37.0670.6720.5520	GOT PROPANE INC	17344	10/15/2025	9/16 PROPANE FOR HEAT ST/RD MNTC	35.27
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	17345	10/15/2025	7/28-8/7/25 MUNI TEMP SVCS/ HR ANALYST	6083
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	17345	10/15/2025	8/25-9/4/25 MUNI TEMP SVCS/ HR ANALYST	4740
01.0100.1020.5215	GOVERNMENT STAFFING SERVICES, INC.	17345	10/15/2025	9/8-9/18/25 MUNI TEMP SVCS/ HR ANALYST	5530
01.0170.1710.5520	GRAINGER	17346	10/15/2025	CHALL CAMERA PROJECT	86.25
01.0160.1620.5520	GRAINGER	17346	10/15/2025	LABEL PRINTER FOR ELEC TAGS	327.39
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	MVD PARK REPAIR SUPPLIES	39.75
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	CUT KEYS SCTR	141.51
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	REPAIR SUPPLIES	34.38
37.0670.6720.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	MESH FILTERS ST/RD MNTC	29.8
01.0170.1020.5010	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	SUPPS FOR DOOR REPAIR/ YARD	18.75
01.0170.1020.5962	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	DIGGER TAMPER BAR	49.67
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	60LC CONCRETE MIX	34.43
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	REPAIR SUPPS FOR SCTR	9.37
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	POWER CORDS/ SCTR	54.1
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	17347	10/15/2025	AIRLESS TIP & EXTENTION ST/RD MNTC	136.99
01.0170.1770.5525	HACKER EQUIPMENT CO., INC.	17348	10/15/2025	JCB TRACTOR REPAIR	696.88
01.0170.1770.5525	HACKER EQUIPMENT CO., INC.	17348	10/15/2025	BOBCAT LEAK REPAIR	1216.5
01.0160.1640.5520	HASA INC.	17349	10/15/2025	BEC SENSOR & PH SENSOR REPLACEMENT	1032.61
01.0160.1640.5425	HASA INC.	17349	10/15/2025	9/17 CHEMICAL DELIVERY	447.64
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	17350	10/15/2025	BBQ GRILL REPAIR	32.41
37.0670.6720.5520	JCL TRAFFIC SERVICES	17351	10/15/2025	STREET SIGNS ST/RD MNTC	1771.85
37.0670.6720.5520	JCL TRAFFIC SERVICES	17351	10/15/2025	STREET SIGNS ST/RD MNTC	1384.57
01.0170.1710.5520	JCL TRAFFIC SERVICES	17351	10/15/2025	TRAFFIC SIGNS FOR CHALL	2346.54
01.0170.1170.5956	JCL TRAFFIC SERVICES	17351	10/15/2025	NEW STOP SIGNS CROSSING GUARDS	360.78
37.0670.6720.5520	JCL TRAFFIC SERVICES	17351	10/15/2025	STREET SIGNS ST/RD MNTC	1836.01
37.0670.6720.5520	JCL TRAFFIC SERVICES	17351	10/15/2025	YELLOW CHANNELIZER	1056.39
01.0151.1545.5499	JCL TRAFFIC SERVICES	17351	10/15/2025	NIGHT MARKET EQMT RENTALS	2700
01.0151.1545.5499	JCL TRAFFIC SERVICES	17351	10/15/2025	NIGHT MARKET EQMT RENTALS	2700
01.0170.1720.5406	JORGE A PULIDO ARRIERO	17352	10/15/2025	10/1 DRINKING WATER/ YARD	82.39
01.0170.1720.5406	JORGE A PULIDO ARRIERO	17352	10/15/2025	CC' WTR GALLONS (5)	41.93
01.0170.1720.5406	JORGE A PULIDO ARRIERO	17352	10/15/2025	CC' WTR GALLONS (2)	16.98
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	17353	10/15/2025	SEP'25 CONTRACT SERVICES	496213.37
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	17353	10/15/2025	SEP'25 LIABILITY INSURANCE	64507.74
01.0160.1620.5520	LBC LIGHTING	17354	10/15/2025	TAMPER PROOF OUTLETS	45.35

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1020.5962	NAPA AUTO PARTS	17355	10/15/2025	SHOP TOOLS	425.4
01.0150.1530.5406	OFFICE DEPOT	17356	10/15/2025	OFFICE SUPPLIES	163.07
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION,	17357	10/15/2025	AUG'25 HUMAN RESOURCES SERVICES	7086.5
01.0151.1545.5430	PARTY PRONTO	17358	10/15/2025	NIGHT MARKET EQUIP RENTALS	1468
01.0160.1610.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ CCTR	51.61
01.0160.1620.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ SCTR	51.61
01.0160.1630.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ MCTR	51.61
01.0160.1640.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ POOLS	51.61
01.0160.1650.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ NTP	107.4
01.0160.1670.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ MVD	107.4
01.0170.1710.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ PSO	101.58
01.0170.1710.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ CHALL	137.76
01.0170.1720.5520	POST ALARM SYSTEMS	17359	10/15/2025	NOV'25 ALARM SVCS/ YARD	161.46
01.0151.1545.5430	PREMIER JANITORIAL SERVICES	17360	10/15/2025	OCT'25 NIGHT MARKET EQUIP RENTALS	1974.25
01.0170.1720.5406	RED DOT UNIFORMS	17361	10/15/2025	CODE ENFORCEMENT LOGO SHIRTS	105.46
01.0170.1020.5956	RED DOT UNIFORMS	17361	10/15/2025	UNIFORM POLOS	74.01
01.0170.1020.5956	RED DOT UNIFORMS	17361	10/15/2025	PW UNIFORMS	324.8
01.0170.1170.5956	RED DOT UNIFORMS	17361	10/15/2025	SCHOOL SAFETY UNIFORMS	276.25
01.0100.1050.5934	ROXANA TADEO	17362	10/15/2025	AUG'25 LIVE SCAN SVCS	100
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17363	10/15/2025	DIAMOND BLADE FOR ST/RD MNTC	648.72
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17363	10/15/2025	CONCRETE REPAIR/ SHIVLEY	63.7
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17363	10/15/2025	CONCRETE REPAIR/ SHIVLEY	43.99
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17363	10/15/2025	SHIVELY PARK REPAIRS	85
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17363	10/15/2025	CONCRETE MIX SIDEWALK REPAIR	228.42
37.0670.6720.5520	SPRAGUES READY MIX	17364	10/15/2025	1402 LERMA CONCRETE REPAIR	987.61
01.0151.1545.5499	SUNBELT RENTALS, INC.	17365	10/15/2025	FORKLIFT RENTAL NM	640.42
01.0151.1545.5499	SUNBELT RENTALS, INC.	17365	10/15/2025	FORKLIFT RENTAL FOR NM	640.42
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17366	10/15/2025	FOOD ITMES FOR CI NUTRITION PROGRAM	154.4
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17366	10/15/2025	FOOD ITMES FOR CII NUTRITION PROGRAM	17.15
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17366	10/15/2025	FOOD ITEMS/ CI NUTR PRGM	137.96
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17366	10/15/2025	FOOD ITEMS/ CII NUTR PRGM	15.33
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17367	10/15/2025	HONDA MOWER SVCS	366.59
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17367	10/15/2025	HONDA MOWER SVCS	321.9
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17367	10/15/2025	EDGER RECOIL	20
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17367	10/15/2025	ECHO BLOWER NEW HANDLE	94.79
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17367	10/15/2025	HONDA MOWER SVCS	463.24
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17367	10/15/2025	POWER TRIMMER SVCS	164.35
01.0170.1020.5515	TIERRA WEST ADVISORS, INC	17368	10/15/2025	SEPTEMBER'25 INTERIM SERVICES	18211.25
44.0800.8020.5215	TLC LUXURY LLC	17369	10/15/2025	OCT'25 SR SVCS EXCURSION	1764
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	17370	10/15/2025	OCT'25 CONSULTING SERVICES	9500
01.0170.1770.5525	TRUE AUTO WERX	17371	10/15/2025	#54 WINDOW TINT	260
01.0170.1770.5525	TRUE AUTO WERX	17371	10/15/2025	#55 WINDOW TINT	260
01.0100.1050.5908	TYLER TECHNOLOGIES, INC	17372	10/15/2025	JULY'25 INCODE HR MGMT TNG	480
01.0150.1530.5406	ULINE	17373	10/15/2025	BENCH & FOLDING TABLE SCTR	1352.49
01.0160.1610.5420	UNISHIELD	17374	10/15/2025	10/2 FIRST AID CCTR	303.97
01.0130.1310.5906	VASQUEZ & COMPANY LLP	17375	10/15/2025	State Cont. Fin Stmts for YE 6/30/25	150
01.0130.1310.5906	VASQUEZ & COMPANY LLP	17375	10/15/2025	PROGRESS BILLING THRU 9/30/25	12700
01.0170.1020.5956	VESTIS GROUP, INC	17376	10/15/2025	UNIFORM PANTS	214.74
01.0170.1020.5956	VESTIS GROUP, INC	17376	10/15/2025	UNIFORM PANTS	104.05

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1020.5956	VESTIS GROUP, INC	17376	10/15/2025	UNIFORM PANTS	35.42
01.0170.1020.5956	VESTIS GROUP, INC	17376	10/15/2025	RTN UNIFORM PANTS	-37.85
01.0170.1020.5956	VESTIS GROUP, INC	17376	10/15/2025	UNIFORM RETURN	-132.5
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	17377	10/15/2025	SEPT'25 H2O TREATMENT	425
01.0170.1740.5435	WAXIE SANITARY SUPPLY	17378	10/15/2025	9/24 JANITORIAL SUPPLIES	4128.38
01.0170.1740.5435	WAXIE SANITARY SUPPLY	17378	10/15/2025	9/30 JANITORIAL SUPPS	474.49
01.0170.1740.5435	WAXIE SANITARY SUPPLY	17378	10/15/2025	JANITORIAL SUPPLIES	1442.69
14.0440.4410.6020	WESTERN A/V	17379	10/15/2025	CITY COUNCIL CHAMBER UPGRADES	28435.08
14.0440.4410.6020	WESTERN A/V	17379	10/15/2025	CITY COUNCIL CHAMBER UPGRADES	9559.46
01.0160.1650.5520	WHITTIER FERTILIZER	17380	10/15/2025	PICNIC TABLE PROJECT	141.76
01.0000.0000.4512	ANGEL HERNANDEZ	17381	10/16/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	ANTHONY RAMIREZ	17382	10/16/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	CHRISTIAN LOPEZ JR	17383	10/16/2025	ADULT BASKETBALL RFND	70
15.0450.4510.6025	J & A ENGINEERING CORP	17384	10/16/2025	REMOVE/REPLACE NTP FENCE	49050
01.0000.0000.4512	JOSE BALBUENA	17385	10/16/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	JOSHUA JASSO-ORTEGA	17386	10/16/2025	ADULT BASKETBALL RFND	350
01.0000.0000.4512	SALVADOR BOBADILLA	17388	10/16/2025	ADULT BASKETBALL RFND	70
15.0450.4510.6025	J & A ENGINEERING CORP	17389	10/22/2025	REPAIR LEANING POLE @ NTP	22500
01.0000.0000.4512	ANDREW JIMENEZ	17396	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	ANTHONY MILLER	17397	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	BRANDON NGUYEN	17398	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	CLEMENT CHAN	17399	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	DOMINIC ERAZO	17400	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	JESUS ORBE	17401	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	JONATHAN MENDEZ	17402	10/22/2025	ADULT BASKETBALL RFND	70
01.0150.1540.5956	ORIGINAL WATERMEN INC	17403	10/22/2025	AQUATICS UNIFORMS	182.45
01.0150.1540.5956	ORIGINAL WATERMEN INC	17403	10/22/2025	AQUATICS UNIFORMS	1026.95
01.0150.1540.5956	ORIGINAL WATERMEN INC	17403	10/22/2025	AQUATICS UNIFORMS	660.95
01.0150.1540.5956	ORIGINAL WATERMEN INC	17403	10/22/2025	AQUATICS UNIFORMS	361.85
01.0170.1020.5406	RENAISSANCE CONSTRUCTION	17404	10/22/2025	NTP SLURRY SEAL	2450
01.0170.1020.5406	RENAISSANCE CONSTRUCTION	17404	10/22/2025	NTP FINAL SLURRY SEAL IMPROVEMENT	2400
01.0000.0000.4512	STEVEN GRAMAJO	17405	10/22/2025	ADULT BASKETBALL RFND	70
01.0000.0000.4512	TOM HUANG	17406	10/22/2025	ADULT BASKETBALL RFND	70
01.0170.1710.5520	A & R SAFE & LOCK CORP.	17407	10/29/2025	CHALL EOC KEYS	149.51
36.0360.3600.5204	ADREAN FLORES	17408	10/29/2025	OCT. '25 - HOMELESS COMMISSION MEETING ATTENDANCE	150
01.0150.1505.5204	ALICE JEAN STRONG	17409	10/29/2025	ADVMNT OF WOMEN AND GIRLS COMMISSION MTG 10-15-25	100
01.0170.1770.5525	ANDY TRUONG	17410	10/29/2025	#2 SERVICE REPAIR	720.75
01.0170.1770.5525	ANDY TRUONG	17410	10/29/2025	#42 SERVICE/MNTC	102.62
01.0151.1543.5952	ARIANA GUTIERREZ	17411	10/29/2025	DV WALK SUPP.	225
01.0170.1770.5525	AUTOZONE	17412	10/29/2025	#007 RIGHTREAR TAILIGHT	33.63
01.0170.1770.5525	AUTOZONE	17412	10/29/2025	#11 NEW HEADLIGHTS	224.7
01.0170.1770.5525	AUTOZONE	17412	10/29/2025	#19 NEW BATTERY	199.34
01.0170.1770.5525	AUTOZONE	17412	10/29/2025	#007 NEW HEADLIGHTS	305.09
01.0170.1770.5525	AUTOZONE	17412	10/29/2025	#5 WIPER BLADES	81.61
01.0170.1770.5525	AUTOZONE	17412	10/29/2025	#32 NEW WIPER BLADES	62.33
01.0150.1530.5952	BALTAZAR ESTRADA	17413	10/29/2025	SCTR HALLOWEEN ENTMT	500
01.0150.1515.5204	BLANCA M. FIGUEROA	17414	10/29/2025	PATRIOTIC COMMISSION MTG. 10-22-2025	100
15.0450.4510.6025	BSN SPORTS LLC	17415	10/29/2025	HANDICAP BLEACHER/ NTP	12678.75
01.0100.1040.5215	CIVICPLUS, LLC	17416	10/29/2025	CITY WEBSITE MGMT HOSTING DEC 2025 - DEC 2026	8289.78

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01.0130.1330.5931	COSTAR REALTY INFORMATION, INC	17417	10/29/2025	OCT. '25 - SOFTWARE LICENSE	395
01.0000.0000.2510	CSG CONSULTANTS, INC	17418	10/29/2025	JUL - AUG. '25 - PROF SVCS. LEXINGTON-GALLATIN RD	9300
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	17419	10/29/2025	ELECTRICAL SUPPS @ CHALL	516.21
01.0150.1510.5204	DENISE R. SILVA	17420	10/29/2025	Community Services Commission Mtg. 10-14-2025	100
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17421	10/29/2025	Congregate Program	339.9
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17421	10/29/2025	Home Delivered Program	37.76
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17421	10/29/2025	Congregate Program	361.15
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17421	10/29/2025	Home Delivered Program	40.12
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	17421	10/29/2025	Congregate Program	339.9
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	17421	10/29/2025	Home Delivered Program	37.76
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	17422	10/29/2025	9/24 PEST CONTROL	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	17422	10/29/2025	9/24 PEST CONTROL	79.2
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	17422	10/29/2025	9/24 PEST CONTROL	222.56
01.0160.1610.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	17423	10/29/2025	SOILD BAR FOR ROOF REP. CCTR	102.44
01.0170.1720.6025	EL MONTE ORNAMENTAL SUPPLY, INC.	17423	10/29/2025	REMOTES FOR GATE	57.59
01.0151.1546.5406	EL MONTE PRINTING	17424	10/29/2025	TOY DRIVE APPLICATIONS	575.9
01.0120.1210.5406	EL MONTE PRINTING	17424	10/29/2025	Business Cards	55.38
01.0130.1310.5913	EMPOWER TRUST COMPANY, LLC	17425	10/29/2025	7/1-9/30/2025 INVESTMENT ACCESS FEE	250
01.0150.1505.5204	EVELYN BRIONES	17426	10/29/2025	ADVMNT OF WOMEN AND GIRLS COMMISSION MTG 10-15-25	100
37.0670.6720.5977	EWING IRRIGATION	17427	10/29/2025	DURFEE MEDIANS ST/RD MNTC	208.4
37.0670.6720.5977	EWING IRRIGATION	17427	10/29/2025	DURFEE MEDIAN IRR REPAIRS	202.75
01.0160.1650.5520	EWING IRRIGATION	17427	10/29/2025	NTP WINTER MNTC	907.84
01.0160.1610.5520	EWING IRRIGATION	17427	10/29/2025	PICNIC TABLE PROJECT NEW SOD	409.7
01.0160.1650.5520	EWING IRRIGATION	17427	10/29/2025	VALVE BOXES @ NTP	188.43
01.0170.1750.5520	EWING IRRIGATION	17427	10/29/2025	HERBICIDE STOCK	235.55
01.0160.1650.5520	EWING IRRIGATION	17427	10/29/2025	NTP RED BRICK BASEBALL FIELD	325.36
01.0170.1750.5505	EWING IRRIGATION	17427	10/29/2025	BEST 22-4 10-N FLEXX	198.1
01.0151.1543.5952	EWING IRRIGATION	17427	10/29/2025	FERTILIZER CHALL EVENT	156.05
37.0670.6720.5977	EWING IRRIGATION	17427	10/29/2025	SANTA ANITA MEDIAN IRR REPAIRS	613.14
01.0160.1670.5520	EWING IRRIGATION	17427	10/29/2025	IRR REPAIR @ MVD	1558.99
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	17428	10/29/2025	PARTS/TOOLS STOCK	1585.11
01.0150.1510.5204	GEORGE ANGUIANO	17429	10/29/2025	Community Services Commission Mtg. 10-14-2025	100
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	17430	10/29/2025	9/22-10/2/25 MUNI TEMP SVCS/ HR ANALYST	6320
01.0130.1310.5215	GOVINVEST INC.	17431	10/29/2025	FY25 GASB 68 & 75 VALUATION FEE	3925
01.0151.1543.5430	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	STL HANDLE TAMPER - ST/RD MNTC	49.71
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	CUT WHEEL ST/RD MNTC	66.17
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	EMERGENCY LIGHTS SCTR	71.23
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	BLADE & OIL ABSORBENT ST/RD MNTC	75.11
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	ICE MAKER FILTER	41.75
37.0670.6720.5520	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	MULTI-TOOL KITS	117.11
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	17432	10/29/2025	GFI'S OUTSIDE SCTR	97.21
01.0160.1640.5425	HASA INC.	17433	10/29/2025	10/15 CHEMICAL DELIVERY	548.96
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	17434	10/29/2025	JULY-SEPT'25 SALES TAX	3469.98
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	17434	10/29/2025	JULY-SEPT'25 TRANSACTION TAX	600
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	CONCRETE MIX	150.58
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	PAINT SUPPLIES	58.25
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	SUPPLIES TO ANCHOR WALL	33.46
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	SUPPLIES TO RELOCATE PROTECTOR	245.85
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	SUPPLIES FOR JANITORIAL ROOM	171.02

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	SURGE PROTECTORS	121.48
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	17435	10/29/2025	KNIFE AND BLADES	22.59
01.0150.1510.5204	HORTENCIA VASQUEZ	17436	10/29/2025	Community Services Commission Mtg. 10-14-2025	100
01.0150.1530.5406	HUMAN SERVICES ASSOCIATION	17437	10/29/2025	HSA - Case Management Services	1440
06.0300.3010.5215	HUNTINGTON CULINARY	17438	10/29/2025	9/22-9/27/25 MEALS/ CI NUTR PRGM	6267.5
06.0300.3020.5215	HUNTINGTON CULINARY	17438	10/29/2025	9/22-9/27/25 MEALS/ CII NUTR PRGM	665.5
06.0300.3010.5215	HUNTINGTON CULINARY	17438	10/29/2025	9/29-10/4/25 MEALS/ CI NUTR PRGM	6210
06.0300.3020.5215	HUNTINGTON CULINARY	17438	10/29/2025	9/29-10/4/25 MEALS/ CII NUTR PRGM	635.25
06.0300.3010.5215	HUNTINGTON CULINARY	17438	10/29/2025	10/6-10/11/25 MEALS/ CI NUTR PRGM	6238.75
06.0300.3020.5215	HUNTINGTON CULINARY	17438	10/29/2025	10/6-10/11/25 MEALS/ CII NUTR PRGM	762.3
06.0300.3010.5215	HUNTINGTON CULINARY	17438	10/29/2025	10/13-10/18/25/ CI NUTR PRGM	611.05
06.0300.3020.5215	HUNTINGTON CULINARY	17438	10/29/2025	10/13-10/18/25/ CII NUTR PRGM	5002.5
01.0150.1530.5406	HUNTINGTON CULINARY	17438	10/29/2025	RODEO EVENT MEALS	863.85
01.0120.1210.5920	ICC GENERAL CODE, INC	17439	10/29/2025	CODIFICATION SVCS/ SEMMC SUPPLEMENT	1536
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	17440	10/29/2025	BRACKS & HECK SCREWS CCTR	6.7
01.0170.1710.5520	INNER-COOL CORP	17441	10/29/2025	A/C PREVENTIVE MNTC CHALL	680
37.0670.6720.5520	JCL TRAFFIC SERVICES	17442	10/29/2025	RED STREET MARKING PAINT ST/RD MNTC	706.1
01.0151.1545.5499	JCL TRAFFIC SERVICES	17442	10/29/2025	MESSAGE BOARD RENTAL	2700
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	17443	10/29/2025	JULY '25 - IW PROGRAM SVCS.	4356.25
70.0900.9020.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	17443	10/29/2025	JULY '25 - NPDES PROGRAM SVCS.	1869
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	17443	10/29/2025	JULY '25 - LAND DEVE. PROGRAM SVCS.	2622.5
25.0550.5510.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	17443	10/29/2025	JULY '25 - USED OIL RECYCLING	1080.75
36.0360.3600.5204	JOSHUA JASSO-ORTEGA	17444	10/29/2025	OCT. '25 - HOMELESS COMMISSION MEETING ATTENDANCE	150
01.0160.1620.5520	LBC LIGHTING	17445	10/29/2025	GFI FOR LIGHT POLE @SCTR	24.92
01.0160.1620.5520	LBC LIGHTING	17445	10/29/2025	NEW LIGHT FIXTURES @ SCTR	1228.7
01.0120.1210.5406	MCA DIRECT LLC	17446	10/29/2025	Archival Paper	142.51
36.0360.3600.5204	MICHAEL SHORT	17447	10/29/2025	OCT. '25 - HOMELESS COMMISSION MEETING ATTENDANCE	150
01.0100.1050.5918	Miguel A. Moran	17448	10/29/2025	JOB AD - DIRECTOR OF COMM. DEV. & PW MAY	350
55.0495.4970.5996	MNS ENGINEERS, INC	17449	10/29/2025	JULY '25 - AUG. '25 - PROFF. SVCS.	2090
01.0130.1330.5215	MODERN IT, INC	17450	10/29/2025	OCT'25 MANAGED SVCS	13530
01.0130.1330.5215	MODERN IT, INC	17450	10/29/2025	OCT'25 OFFICE 365	6461.53
01.0150.1515.5204	NAOMI LOPEZ	17451	10/29/2025	PATRIOTIC COMMISSION MTG. 10-22-2025	100
01.0170.1770.5525	NAPA AUTO PARTS	17452	10/29/2025	TOOLS/SUPPLIES	78.42
01.0151.1543.5430	NEW SIGN SOLUTION, INC.	17453	10/29/2025	Street Banner Updates	45
01.0151.1545.5499	NEW SIGN SOLUTION, INC.	17453	10/29/2025	Night Market Banner Updates	625.03
44.0800.8010.5525	NEW SIGN SOLUTION, INC.	17453	10/29/2025	#5 NEW VIHICLES	49.83
01.0150.1515.5204	NYDIA ROMERO	17454	10/29/2025	PATRIOTIC COMMISSION MTG. 10-22-25	100
01.0100.1020.5405	OFFICE DEPOT	17455	10/29/2025	Office Supplies	545.33
01.0100.1020.5405	OFFICE DEPOT	17455	10/29/2025	Office Supplies	33.69
01.0100.1020.5405	OFFICE DEPOT	17455	10/29/2025	OFFICE SUPPLIES	26.98
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEP'25 CITY MANAGER SERVICES	1587
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEP'25 CITY CLERK SERVICES	3778
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEP'25 HUMAN RESOURCES SERVICES	11201
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEP'25 FINANCE SERVICES	170
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEPT. '25 - ATTORNEY SVCS. FOR PW	2668
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEPT. '25 - ATTORNEY SVCS. FOR CD	3090
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEP'25 COMMUNITY SERVICES	29
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEPT. '25 - ATTORNEY SVCS. FOR PLANNING	162.5
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, I	17456	10/29/2025	SEP'25 COMMUNITY FOUNDATION SERVICES	2160

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
37.0670.6720.5977	PACIFIC PRODUCTS AND SERVICES LLC	17457	10/29/2025	RUMBLE BAR KIT	1255.91
01.0130.1330.5931	PAGEFREEZER SOFTWARE INC	17458	10/29/2025	Nov 2025 - Nov 2026 SM Pub. Rec. Com. Sfwre	2501.13
01.0170.1020.5956	PHAT NGUYEN	17460	10/29/2025	2025 BOOT ALLOWANCE	181.53
01.0170.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	17461	10/29/2025	AUG. '25 - ADMIN SVCS.	500.15
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	17461	10/29/2025	AUG. '25 - PARKING CITE SVCS.	4588.35
01.0130.1330.5931	PLACER LABS INC.	17462	10/29/2025	Oct. '25 - Oct. '26 - YEARLY SUB.	25000
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	17463	10/29/2025	RESOURCE FAIR EQUIPMENT RENTALS	1119.81
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	17463	10/29/2025	WALK TO END DOMESTIC VIOLENCE/ EQUIP RENTAL	1384.41
01.0170.1020.5956	RED DOT UNIFORMS	17464	10/29/2025	UNIFORM SHIRTS	265.2
01.0170.1020.5956	RED DOT UNIFORMS	17464	10/29/2025	BLACK & GREY HATS	1043.84
01.0150.1510.5204	ROBERT BECERRA	17465	10/29/2025	Community Services Commission Mtg. 10-14-2025	100
01.0170.1750.5505	ROSE EQUIPMENT REPAIR INC	17466	10/29/2025	RESTORE PRESSURE WASHER TRAILER	3161.25
37.0670.6720.6020	ROSE EQUIPMENT REPAIR INC	17466	10/29/2025	NEW PRESSURE WASHER & HOSE REELS	16365.9
01.0100.1050.5934	ROXANA TADEO	17467	10/29/2025	SEPT'25 LIVE SCAN SVCS	50
36.0360.3600.5204	RUDY LEIJA	17468	10/29/2025	OCT. '25 - HOMELESS COMMISSION MEETING ATTENDANCE	150
01.0170.1720.5520	SAFETY-KLEEN SYSTEMS, INC.	17469	10/29/2025	USED OIL SERVICE	202
01.0170.1720.5520	SAFETY-KLEEN SYSTEMS, INC.	17469	10/29/2025	SUMP PUMP SERVICE	1705.5
01.0170.1750.5520	SAKAIDA NURSERY	17470	10/29/2025	TEES/PLANTS SANTA ANITA MEDIAN	463.16
01.0150.1505.5204	SARA GAETA ANGUIAN	17471	10/29/2025	ADVMNT OF WOMEN AND GIRLS COMMISSION MTG 10-15-25	100
36.0360.3600.5204	SHANNON RT THAI	17472	10/29/2025	OCT. '25 - HOMELESS COMMISSION MEETING ATTENDANCE	150
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	1933 CENTRAL ST/RD REPAIR	29.57
01.0170.1020.5956	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	SUN HAT FOR NEW HIRE	15.23
01.0151.1543.5952	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	STARTER ROPE FOR DECOR- ACTIVE SGV	50.39
01.0170.1760.5520	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	SAND FOR FIRE STATION	93.01
01.0151.1543.5406	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	BRAIDED LINE TO HANG DECOR	29.9
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	CONCRETE ELEC LID FOR SIDEWALK	398.7
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,IN	17473	10/29/2025	PLY ACID SPRAYER TOOL	105.16
15.0450.4510.6025	SPRAGUES READY MIX	17474	10/29/2025	NEW PICNIC TABLES CONCRETE	1270.86
37.0670.6720.5977	SPRAGUES READY MIX	17474	10/29/2025	ST/RD MNTC 1933 CENTRAL	691.78
01.0000.0000.4554	STEPHANIE RODRIGUEZ	17475	10/29/2025	9/28/24 MVD RESERVATION DAMAGE DEPOSIT RFND	50
01.0151.1545.5499	SUNBELT RENTALS, INC.	17476	10/29/2025	FORKLIFT RENTAL NM	785.83
01.0170.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	17477	10/29/2025	AUG. '25 - PARKING REVENUE	5429.5
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17478	10/29/2025	FOOD ITEMS FOR CI NUTR PRGM	87.89
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17478	10/29/2025	FOOD ITEMS FOR CII NUTR PRGM	9.76
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17478	10/29/2025	FOOD ITEMS FOR CI NUTR PRGM	28.73
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17478	10/29/2025	FOOD ITEMS FOR CII NUTR PRGM	3.19
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	17478	10/29/2025	FOOD ITEMS FOR CI NUTR PRGM	96.88
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	17478	10/29/2025	FOOD ITEMS FOR CII NUTR PRGM	10.76
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	17479	10/29/2025	7/31 PSO CAR WASH	143.94
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	17479	10/29/2025	7/31 TRANSPO YARD	300
01.0170.1770.5525	SUPERKLEEN CARWASH, INC.	17479	10/29/2025	PW/CODE CAR WASH	150.95
44.0800.8010.5525	SUPERKLEEN CARWASH, INC.	17479	10/29/2025	TRANSPO CAR WASH	537.96
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17480	10/29/2025	TMC HEDGE TRIMMER SVCS	99.02
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	17480	10/29/2025	EDGER NEW BELT	38.84
01.0140.1430.5215	TIERRA WEST ADVISORS, INC	17481	10/29/2025	SEP'25 CONSULTING SERVICES	6992.5
68.0900.9000.5968	TORO ENTERPRISES, INC	17482	10/29/2025	ATP Cycle 5 July Invoice (#2) Less Retention	-1964.75
68.0900.9000.5968	TORO ENTERPRISES, INC	17482	10/29/2025	ATP Cycle 5 July Invoice (#2)	39295
01.0170.1770.5525	TRUE AUTO WERX	17483	10/29/2025	#53 TINT COMPLETE TRUCK	350
01.0160.1610.5420	UNISHIELD	17484	10/29/2025	ICE PACKS CCTR	1045.48

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1515.5204	VICTOR MONTIEL	17485	10/29/2025	PATRIOTIC COMMISSION MTG. 10-22-2025	100
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI CHEMICAL	17486	10/29/2025	10/25 H2O TREATMENT	425
01.0170.1750.5215	WEST COAST ARBORISTS, INC	17487	10/29/2025	9/16-9/30 TREE TRIMMING	6823.6
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	DFT0003070	10/02/2025	OCTOBER CRAFT SUPPLIES	135.58
01.0150.1505.5952	AMAZON CAPITAL SERVICES, INC	DFT0003070	10/02/2025	WOMEN'S EVENT SUPPLIES	139.52
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003070	10/02/2025	OFFICE DESK/ REC STATION	221.49
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LL	DFT0003071	10/01/2025	9/16-10/15/25 CABLE & INTERNET SVCS/ CHALL	350.13
01.0140.1430.5406	FEDEX	DFT0003072	10/02/2025	POSTAGE/ ATTORNEY AMENDED AGREEMENT	12.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003073	10/02/2025	8/13-9/11/25 1926 DURFEE AVE	596.37
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003073	10/02/2025	8/13-9/11/25 2018 DURFEE AVE	284.5
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003073	10/02/2025	8/13-9/11/25 1903 DURFEE AVE	146.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003073	10/02/2025	8/13-9/11/25 11016 GOMEZ PALACIO DR	25.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1502 PECK RD	466.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1222 PECK RD	455.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1508 PECK RD	366.89
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1628 DURFEE AVE	308.05
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1710 DURFEE AVE	266.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 FARNDON-PECK	88.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1660 DURFEE AVE	146.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 1109 PECK RD	237.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003074	10/01/2025	8/12-9/10/25 THIENES/ PARKWAY	27.8
01.0000.0000.2225	AFLAC WORLDWIDE HEADQUARTERS	DFT0003075	10/08/2025	Sep-25	994.56
01.0000.0000.2250	CALPERS	DFT0003076	10/07/2025	ACTIVE EMPLOYEE PREMIUM	98692.55
01.0100.1050.5945	CALPERS	DFT0003076	10/07/2025	ADMIN FEE FOR ACTIVE	78.95
01.0100.1050.5945	CALPERS	DFT0003076	10/07/2025	ADMIN FEE FOR RETIRED	5.69
01.0100.1050.5945	CALPERS	DFT0003076	10/07/2025	EMPLOYER SHARE OF RETIRED PREMIUM	1264
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003077	10/03/2025	685	9564.31
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003077	10/03/2025	23047	2317.48
01.0000.0000.2020	CALPERS RETIREMENT	DFT0003077	10/03/2025	27216	21086.6
01.0000.0000.2021	CALPERS RETIREMENT	DFT0003077	10/03/2025	SERVICE CREDIT PURCHASE	155.77
01.0100.1020.5180	CALPERS RETIREMENT	DFT0003078	10/07/2025	ARREARS CONT.- VALERIE TUITELE 8/5/12-8/18/12	76.34
01.0000.0000.2260	DELTA DENTAL OF CALIFORNIA	DFT0003079	10/07/2025	Oct-25	6536.2
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003080	10/03/2025	FEDERAL	24580.81
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003080	10/03/2025	MED	7874.58
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003080	10/03/2025	FICA	32481.7
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003081	10/06/2025	ETT	8.9
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003081	10/06/2025	UI	177.99
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003081	10/06/2025	STATE WITHOLDINGS	9076.04
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003082	10/06/2025	BEFORE TAX	2865
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003082	10/06/2025	ER MATCH	3798.75
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003082	10/06/2025	EE AFTER TAX	1250
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003083	10/03/2025	CASE 200000002135289	429.5
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003083	10/03/2025	CASE 0980438	150
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003083	10/03/2025	CASE 200000002163990	359
01.0000.0000.2255	VISION SERVICE PLAN	DFT0003084	10/09/2025	VISION - OCTOBER 2025	854.98
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0003085	10/07/2025	Sep-25	1729.52
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003086	10/18/2025	COFFEE POT REPLACEMENTS	50.91
01.0130.1330.5406	AMAZON CAPITAL SERVICES, INC	DFT0003086	10/18/2025	IT SUPPLIES	610.71
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003087	10/07/2025	8/18-9/16/25 2218 ROSEMEAD BLVD	146.73

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003088	10/07/2025	8/14-9/12/25 1450 LIDCOMBE	237.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1900 CENTRAL AVE	230
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1819 N MERCED AVE	247.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1530 CENTRAL AVE	319.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1707 N MERCED AVE	449.43
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1415 SANTA ANITA AVE	466.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1556 CENTRAL AVE	531.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1652 TYLER AVE	187.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1500 N CENTRAL AVE	696.4
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1824 CENTRAL AVE	1037.69
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 2022 N CENTRAL AVE	194.7
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 1819 N CENTRAL AVE	313.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 N LERMA/ MILLET	266.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 N/E MERCED SANTA ANITA	187.92
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 10452 RUSH ST	112.32
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 2000 SANTA ANITA AVE	94.67
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003089	10/07/2025	8/15-9/15/25 MERCED N/W SANTA ANITA	64.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003090	10/07/2025	8/18-9/16/25 2004 ROSEMEAD BLVD	25.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003091	10/08/2025	8/19-9/17/25 2464 ROSEMEAD BLVD	293.84
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003092	10/07/2025	8/14-9/12/25 1675 DURFEE AVE	217.35
01.0130.1330.5950	XEROX CORPORATION	DFT0003093	10/01/2025	8/30-9/29/25 COPIER LEASE	283.91
01.0130.1330.5950	XEROX CORPORATION	DFT0003093	10/01/2025	8/30-9/29/25 COPIER LEASE	1554.99
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BADGES FOR MAYOR/CITY COUNCIL/CITY MANAGER	2515.75
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BADGES FOR MAYOR/CITY COUNCIL/CITY MANAGER	-493.75
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	LAEDC - 88 CITIES FALL SUMMIT - CONFERENCES	100
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	NALEO EDUCATIONAL FUND - 2025 CONF. refund	-700
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ZOOM.US-SUBSCRIPTION	363.9
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	LA TIMES - SUBSCRIPTION	16
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	EMPLOYEE RECOGNITION SUP	85.98
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	EMPLOYEE RECOGNITION SUP	4.25
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	LABOR COMPLIANCE TRAINING 10/7-8/2025	65
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BABY LAB SUPPLIES	73.16
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SUPPLIES	160.18
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	REC CLASSES SUPPLIES	45.02
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SUPPLIES	155.56
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SUPPLIES	34.36
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SUPPLIES	491.68
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SUPPLIES	105.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SUPPLIES	120.68
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	193.9
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	166.35
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	95.2
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	90
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT WOMEN CONFERENCE	99.21
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	28
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	44.65
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	73.06
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT WOMEN CONFERENCE	86.85
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	TV Display Software Annual Subscription	769.59

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1505.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Women's Empowerment Event - Food Deposit	1827.38
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple Cloud Subscription	2.99
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Business Cards	100
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Spotify Monthly Subscription	19.99
01.0150.1540.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Staff Uniform Jackets	30.92
01.0110.1170.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Uniforms for CG	372.72
01.0110.1170.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Uniforms for CG	46.44
01.0110.1170.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Uniforms for CG	44.7
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (JF)	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (BB)	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (JF)	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (AA)	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (FL)	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (RS)	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple iCloud Subs (AA)	2.99
01.0151.1543.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	PW staff working NM	237.1
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Svc Fee. LACO Pub. Hlth permits at pool	28.3
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Circuit Breakers NTP Lights	415.32
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	LACO Pub. Hlth FY 25-26 permits at pool	1275
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Sams Club City Council Refreshments	214.91
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	PW Training & Mtg	232.58
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Affordable CPO Training	700
01.0170.1020.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	PPE Cooling Towels	180.89
01.0170.1720.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	9v batteries	44.16
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SEP'25 R.BOJORQUEZ U.S. BANK WARRANT	63.45
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	PHOTOSHOP	22.99
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	GYM SIGN	21.77
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SIGN HOLDERS	19.91
01.0150.1530.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON CR FOR GYM SIGN	-21.77
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	RED HAT SOCIAL PRIZES	226.99
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BREAD FPR SEN. SOCIAL	53
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	RED HAT SOCIAL ICE CREAM	50.45
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	GRANDPARENTS DAY COOKIES	170.85
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	PROM PICTURES KING AND QUEEN	33.13
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	MX LUNCHEON DECOR	37.55
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	MX LUCHEON TABLE CLOTHS	33.09
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON CR FOR TAB. CLOTHS	-39.8
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	NUTRITION PROG. SUPP.	448.46
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	NUTRITION PROG. SUPP.	136
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	DEPT. STORAGE CLOSET	121.48
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CC' MANILLA ENVELOPES	44.28
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CC' FRONT OFFICE SUPPLIES	69.07
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CC' FRONT OFFICE SUPPLIES	77.31
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CC' FRONT OFFICE SUPPLIES	28.39
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CC' ADDRESS LABEL	19.92
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CC' BUTCHER PAPER	181.24
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AQUATICS SUNSCREEN	40.68
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	626 CORAZON DEL VALLE SUPPLIES	68.63
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	626 CORAZON DEL VALLE SUPPLIES	108.74

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	626 CORAZON DEL VALLE SUPPLIES	115.57
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	626 CORAZON DEL VALLE SUPPLIES	251.84
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	626 CORAZON DEL VALLE SUPPLIES	160.24
01.0100.1050.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	HR CONFIDENTIAL DOCUMENT MAILING	19.75
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	RISK MANAGEMENT EDUCATIONAL FORUM - HOTEL (REFUND)	-599.94
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	FRO (PART 1) TRANING - BREAKFAST	32.91
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	FRO (PART 1) TRANING - BREAKFAST (ADDITIONAL)	32.92
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	FRO (PART 2) TRANING - BREAKFAST	56
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CAL-OSHA TRAINING - BREAKFAST (1)	58.86
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CAL-OSHA TRAINING - BREAKFAST (2)	37.17
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	FRO (PART 2) TRANING - LUNCH	319
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CAL-OSHA TRAINING - LUNCH	424
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	RISK MANAGEMENT EDUCATIONAL FORUM - HOTEL	599.94
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	FRO (PART 1) TRANING - LUNCH	298.32
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	33.16
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	30.98
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	35.86
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	APPLE ONE SUBSCRIPTION (REFUNDED)	25.95
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	296.83
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	APPLE AI NOTE TAKER	19.99
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	52.08
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	12.61
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ZAZZLE INC.- IPHONE WITH CITY SEAL	63.95
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	65.28
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	DOORDASH CITY COUNCIL DINNER	307.58
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	PANDA EXPRESS CITY COUNCIL STAFF	327.5
01.0100.1040.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SAMS OFFICE SUPPLIES AND BOUQUETS FOR MEETING	157.02
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BASKIN ROBINS CAKE FOR STAFF BIRTHDAY	65.99
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BASKIN ROBINS CAKE FOR STAFF BIRTHDAY	2.2
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	INSTACART CITY HALL OFFICE	172.26
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CITY SEAL NAME BADGE FOR STAFF	169.76
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	APPLE STORAGE CITY IPHONE	0.99
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	36.7
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AMAZON OFFICE SUPPLIES	60.76
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CREDIT FOR CITIZENS APP	-56.37
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CITIZENS APP NEW ACCOUNT	39.99
01.0170.1520.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CITIZENS EMERGENCY APP (CANCELLED) CREDITED	59.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	League of CA Cities Registration	725
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Hotel for League of Ca	812.11
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	Apple. com Storage	0.99
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CHIPS/ INDEPENCE LUNCHEON	315
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SUPPLIES/ INDEPENCE LUNCHEON	61.84
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	NUTRITION SUPPLIES	526.5
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	OCT'25 ADA TNG/ FLIGHT CHARGES	537.41
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	NEW TEMPLE PROGRAM BACK TO SCHOOL EVENT	28.05
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	DEPARTMENT SUPPLIES	206.62
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	COMMUNITY CENTER PROGRAM SUPPLIES	20.99
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	REC CLASS SUPPLIES	5.62
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	30.86

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	92.74
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	14.96
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	36.7
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	TINY TOTS/BABY LAB SUPPLIES	118.6
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	42.82
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	44.15
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL SUPPLIES	44.28
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	COMMUNITY CENTER PROGRAM SUPPLIES	46.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL SUPPLIES	1600.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	MINI CENTER PROGRAM BACK TO SCHOOL EVENT	46.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	53.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	TINY TOTS/BABY LAB SUPPLIES	55.92
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	REC CLASS SUPPLIES	63.22
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	REC CLASS SUPPLIES	68.5
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	COMMUNITY CENTER FOOD CRAFT	37.3
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL SUPPLIES	625.22
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL FOOD CRAFT	90.48
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL PROGRAM SNACKS	562.5
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL SUPPLIES	327.89
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	REC CLASS SUPPLIES	92.85
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	MINI CENTER PROGRAM PROGRAM SUPPLIES	125.6
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL SUPPLIES	126.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AFTER SCHOOL SUPPLIES	127.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	COMMUNITY CENTER PROGRAM SUPPLIES	184.96
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	COMMUNITY CENTER PROGRAM SUPPLIES	169.86
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	TINY TOTS/BABY LAB SUPPLIES	184.39
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	HALLOWEEN AFTER SCHOOL SUPPLIES	408.43
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	NEW TEMPLE PROGRAM BACK TO SCHOOL EVENT	69.67
01.0151.1541.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	YOUTH BBALL CAMP UNIFORMS	1552.33
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BOXING EQUIPMENT	192.18
01.0151.1543.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	DANCE FLOOR EQUIPMENT	1413.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	POEYES GRAND OPENING SUPPLIES	56.45
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	SPECIAL EVENT SUPPLIES	80.37
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	9/11 MEMORIAL SUPPLIES	448.45
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BIKE RIDE SUPPLIES	164.53
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	MEET & GREET EVENT SUPPLIES	197.98
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	HOLLOWEEN EVENT SUPPLIES	572.96
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	BIKE RIDE SUPPLIES	107.56
01.0100.1020.5916	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	POSTAGE CHARGES	1.7
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AUGUST'25 INTERNET SVCS	327.04
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	AUGUST'25 STAMPLI CHARGES	1898
01.0130.1330.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	IT SUPPLIES	368.95
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	7/3-8/2/25 CITY CELL PHONES	4581.92
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ICLOUD STORAGE MONTHLY CHARGE	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ICLOUD STORAGE MONTHLY CHARGE	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	TELENYX PLATFORM	103.41
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	TELENYX PLATFORM	110.54
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ICSC '25 PALM SPRINGS - HOTEL CHARGE	397.64
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ICSC '25 PALM SPRINGS - HOTEL SVCS FEE	17.99

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
36.0360.3600.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	DEPT. SUPPLIES	48.36
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	GFOA MEMBERSHIP	500
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CA BOARD OF ACCOUNTANCY	340
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	ADOBE CLOUD SUBSCRIPTION	295.91
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CITY DOMAIN RENEWAL	57.19
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003094	10/09/2025	CITY DOMAIN RENEWAL	19.99
02.0170.1760.5550	ATHENS SERVICES	DFT0003095	10/16/2025	OCT'25 STREET SWEEPING	7499.17
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LL	DFT0003096	10/20/2025	9/30-10/29/25 1819 CENTRAL AVE	101.23
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LL	DFT0003097	10/24/2025	10/7-11/6/25 2028 CENTRAL AVE	145
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003098	10/21/2025	10/01-11/01/25 1900 Central Ave.	119.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1450 LIDCOMBE	396.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1450 LIDCOMBE	5973.55
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1402 LERMA	4839.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1500 CENTRAL AVE	1030.1
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1819 CENTRAL AVE	955.8
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1415 SANTA ANITA AVE	906.25
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1556 CENTRAL AVE	440.56
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1341 ISLAND/ SANTA ANITA	45.57
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003099	10/16/2025	8/27-9/24/25 1530 CENTRAL AVE	534.68
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003100	10/21/2025	10/01-11/01/25 1415 Santa Anita Ave	79.9
01.0170.1730.5705	SO CAL GAS	DFT0003101	10/08/2025	8/29-9/30/25 1415 SANTA ANITA AVE	15.78
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003102	10/14/2025	SEPT'25 STREET LIGHTS	3545.38
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003103	10/14/2025	8/15-9/15/25 STREET LIGHTS	3907.58
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003104	10/22/2025	9/10-10/8/25 1459 SANTA ANITA AVE	324.52
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003105	10/06/2025	8/21-9/21/25 9465 GARVEY AVE	36.28
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003106	10/14/2025	SEPT'25 STREET LIGHTS	4807.31
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003107	10/14/2025	SEPT'25 2028 CENTRAL AVE	579.1
					$ 1,510,148.51

Authorization Signatures

Warrant Register
Council Meeting 11/4/25

Grand Total	$	1,510,148.51

Rene Salas, City Manager

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-092, APPROVING AMENDMENT NO. 1 TO AGREEMENT ENP252608 BETWEEN THE CITY OF SOUTH EL MONTE AND COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: Amendment No. 1 to Agreement ENP252608 ("Agreement") between the City of South El Monte ("City") and County of Los Angeles Aging and Disabilities Department ("County") will allow the City to receive additional funding from the County, through the Modernizing Older Californians Act ("MOCA"), and from the Nutrition Services Incentive Program ("NSIP") for Fiscal Year 2025-2026 ("FY 2025-26").

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-092, approving Amendment No. 1 to the existing Agreement between the City and County; and
2. Authorize the City Manager or designee to execute the agreement.

FISCAL/FINANCIAL IMPACT: Amendment No. 1 to the Agreement will provide additional funding in an amount not-to-exceed of $38,695.00 for the Elderly Nutrition Program ("ENP") for FY 2025-26. The City will receive $28,695.00 from the NSIP, $27,365.00 allocated to C1-congregate meals and $1,330.00 for C2 home-delivered meals. In addition, City will receive $10,000.00 through supplemental MOCA funding for C2 home-delivered meals. Amendment No.1 will increase the Agreement to total contract sum from $380,900.00 to $419,595.00 for FY 2025-26 for ENP services.

DISCUSSION: For more than 25 years, the City has provided lunch meals to seniors aged 60 and older through the Congregate Meals Program and the Home Delivered Meals Program. These programs operate under the Federal Older Americans Act as part of the Elderly Nutrition Program, which ensures that all meals meet USDA dietary guidelines. Meals are served at the Senior Center and delivered to homebound individuals. While there is no charge to participate, a voluntary donation of $3.00 per meal

is appreciated.

The County provides funding support for the City's Elderly Nutrition Program Services, which offers nutritious lunch meals to seniors, promotes social engagement, and prioritize assistance to those most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and is coordinated with additional supportive services, including transportation, educational presentations, health screenings, and recreation and wellness activities. This program not only provides a daily nutritious meal but also offers an opportunity to monitor participants' well-being, enhancing safety and supporting their ability to remain independent and age in place.

On July 1, 2025, the City Council approved Resolution No. 24-224, approving the subaward ENP252608 Agreement between the County and the City for the ENP services. The Agreement provided Baseline and MOCA funding in the amount of $380,900.00 for FY 2025-26. Amendment No. 1 to the Agreement would allow the City to receive additional funding from the County through the MOCA and NSIP, in the amount of $38,695 to increase the City's allocated funding from $380,900.00 to $419,595.00 for ENP services for FY 2025-26.

ATTACHMENT(S):

A. Resolution No. 25-092
B. FY 2025-26 ENP Amendment No. 1
C. FY 2025-26 ENP Allocation Letter (Additional Funding) (South El Monte)

ATTACHMENT A

RESOLUTION NO. 25-092

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE COUNTY OF LOS ANGELES AGING AND DISABILITY DEPARTMENT FOR ELDERLY NUTRITION PROGRAM SERVICES

WHEREAS, on July 1, 2025, the City Council approved Subaward Number ENP252608 Agreement ("Agreement") between the City of South El Monte ("City") and the County of Los Angeles ("County") for Elderly Nutrition Program ("ENP") services. The Agreement is a one (1) year term from July 1, 2025 to June 30, 2026, with the option to extend for three (3) additional (1) year terms; and

WHEREAS, the City received baseline funding through the Older American Act ("OAA") in the amount not-to-exceed $316,900.00. This amount allocates $294,000.00 for C-1 congregate meals and $21,6000.00 for C-2 home-delivered meals, and $1,300.00 for telephone reassurance. In addition, the City received supplemental funding through the Modernizing Older California's Act ("MOCA") in the amount not-to-exceed $64,400.00. This amount allocates 59,600.00 for C1-congregate meals and $4,400.00 for C-2 home-delivered meals. The total Agreement amount for fiscal year 2025-2026 ("FY 2025-26") was $380,900.00; and

WHEREAS, the City and County determined that an amendment ("Amendment No.1") to the Agreement is necessary, allowing and receiving funding through the Nutrition Services Incentive Program ("NSIP") in an amount not to exceed $28,695.00. The NSIP funding allocated $27,365.00 to C-1 congregate meals and $1,330.00 to C-2 home-delivered meals. In addition, Amendment No. 1 will allow the City to receive supplemental funding through MOCA in the amount not-to-exceed of $10,000.00 for C-2 home-delivered meals for FY 2025-26; and

WHEREAS, the City Council now desires to approve Amendment No. 1 to the Agreement to; (1) receive and allocate the NSIP funding in the amount of $28,695.00; (2) receive allocate the supplemental MOCA in the amount of $10,000.00; (3) increase the baseline funding from $380,900.00 to $419,595.00 for the ENP which shall be reimbursed to the City in the exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2025-26; and (4) provide for the changes set forth on Amendment No.1, which is attached to the report accompanying this Resolution as Attachment B.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager or his designee to execute Amendment No.1 in substantially the form attached as Attachment B to the November 4, 2025, staff report accompanying this Resolution, subject to the City Attorney's office

approval as to form. The City Council further directs the City Manager to take all actions necessary to effectuate Amendment No.1.

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

PASSED, APPROVED AND ADOPTED this 4th day November 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. 25-092 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 4th day of November 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

ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD PERIOD JULY 2025 - JUNE 2026
SUBAWARD NUMBER ENP252608

AMENDMENT ONE

This Amendment is made and entered into by and between

COUNTY OF LOS ANGELES THROUGH ITS
AGING AND DISABILITIES DEPARTMENT
("County" or "AD")

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

and

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

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

WHEREAS, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP252608 Subaward Period July 2025 - June 2026" dated July 1, 2025, ("Contract" or "Subaward"); and

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

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

WHEREAS, it is the intent of the parties to amend this Subaward to allocate Nutrition Services Incentive (NSIP) C1 funding in the amount of **$27,365**, which will be reimbursed to Subrecipient to supplement the cost of food used for Congregate Meals provided by Subrecipient during Fiscal Year (FY) 2025-26; and

WHEREAS, it is the intent of the parties to amend this Subaward to allocate Nutrition Services Incentive (NSIP) C1 funding in the amount of **$1,330**, which will be reimbursed to Subrecipient to supplement the cost of food used for Home Delivered Meals provided by Subrecipient during Fiscal Year (FY) 2025-26; and

WHEREAS, it is the intent of the parties to also amend this Subaward to allocate additional MOCA funding in the amount of **$10,000**, which will be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Home-Delivered Meal Services as specified herein to be provided by Subrecipient during FY 2025-26; and

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

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence **upon execution by all parties.**

II. Subparagraph 5.1.3 is deleted in its entirety and replaced as follows:

5.1.3 **Subaward Sum Year 1 Funding Source(s)**

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

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

5.1.3.2.1 Subaward Sum: **$1,300**

5.1.3.2.2 Service Area: Supervisorial District 1

5.1.3.2.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-03)

5.1.3.2.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.3 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.3.3.1 Subaward Sum: **$294,000**

5.1.3.3.2 Service Area: Supervisorial District 1

5.1.3.3.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-03)

5.1.3.3.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.4 OAA Title III C-2 (Nutrition Services) original baseline funds

5.1.3.4.1 Subaward Sum: **$21,600**

5.1.3.4.2 Service Area: Supervisorial District 1

5.1.3.4.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-03)

5.1.3.4.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.5 Modernizing Older Californians Act (MOCA) funds for ENP Congregate Meal Services

5.1.3.5.1 Subaward Sum: **$59,600**

5.1.3.5.2 Service Area: Supervisorial District 1

5.1.3.5.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.5.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation or Elderly Nutrition Program Services

5.1.3.6 MOCA funds for ENP Home-Delivered Meal Services

5.1.3.6.1 Subaward Sum: **$4,400**

5.1.3.6.2 Service Area: Supervisorial District 1

5.1.3.6.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.6.4 Allocation Letter: Fiscal Year 2025-26 Original Baseline and Modernizing Older Californians Act Funding Allocation for Elderly Nutrition Program Services

5.1.3.7 NSIP C1 funds for ENP Congregate Meal Services

5.1.3.7.1 Subaward Sum: **$27,365**

5.1.3.7.2 Service Area: Supervisorial District 1

5.1.3.7.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-04)

5.1.3.7.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.8 NSIP C2 funds for ENP Home-Delivered Meal Services

5.1.3.8.1 Subaward Sum: $**1,330**

5.1.3.8.2 Service Area: Supervisorial District 1

5.1.3.8.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging MOU #AP-2425-19, Funding Revision # 2526-04)

5.1.3.8.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

5.1.3.9 Additional MOCA funding for ENP Home-Delivered Meal Services

5.1.3.9.1 Subaward Sum: **$10,000**

5.1.3.9.2 Service Area: Supervisorial District 1

5.1.3.9.3 Period of Performance: July 1, 2025 – June 30, 2026 (consistent with California Department of Aging contract #NM-2324-19)

5.1.3.9.4 Allocation Letter: Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services

III. Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN): 2501CAOASS-00; 2501CAOACM-00; 2501CAOAHD-00; and, 2501CAOANS-00

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

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: $380,900

5.10.7.1.1 Original baseline funds: $316,900

5.10.7.1.2 MOCA funds: $64,000 *(State funds)*

5.10.7.2 Amendment One: $38,695

5.10.7.2.1 NSIP funds: $28,695

5.10.7.2.2 Additional MOCA funds: $10,000 *(State funds)*

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

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): $345,595 *(funds identified in Subparagraphs 5.10.7.1.2 and 5.10.7.2.2 are excluded)*

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

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $345,595 *(funds identified in Subparagraphs 5.10.7.1.2 and 5.10.7.2.3 are excluded)*

VI. Subparagraph 5.10.10 is deleted in its entirety and replaced as follows:

5.10.10 Federal Award Project Description: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L; NSIP C1 NC1L; Federal Title IIIC2 3C2L; and, NSIP C2 NC2L

VII. Subparagraph 5.10.12 is deleted in its entirety and replaced as follows:

5.10.12 Assistance Listings Number and Title: 93.044 – Special Programs for the Aging, Title III, Part B (Grants for Supportive Services and Senior Centers); 93.045 – Special Programs for the Aging, Title III, Part C (Nutrition Services); and, 93.053 Nutrition Services Incentive Program

VIII. Subparagraph 8.25.1 is deleted in its entirety and replaced as follows:

8.25.1 Commercial General Liability

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

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

IX. “Exhibit B1.3 (Budget) Amendment 1 {FY 2025-26 NSIP Funding}” is added and is incorporated herein by reference

X. “Exhibit B2.2 (Budget) Amendment 1 {FY 2025-26 Additional MOCA Funding}” is added, is an addendum to "Exhibit B2.2 (Budget)", and is incorporated herein by reference

XI. “Exhibit B2.3 (Budget) Amendment 1 {FY 2025-26 NSIP Funding}” is added and is incorporated herein by reference

XII. “Exhibit C1.3 (Mandated Program Services) Amendment 1 {FY 2025-26 NSIP Funding}” is added and is incorporated herein by reference.

XIII. “Exhibit C2.2 (Mandated Program Services) Amendment 1 {FY 2025-26 Additional MOCA Funding}” is added, is an addendum to "Exhibit C2.2 (Mandated Program Services)", and is incorporated herein by reference

XIV. “Exhibit C2.3 (Mandated Program Services) Amendment 1 {FY 2025-26 NSIP Funding}” is added and is incorporated herein by reference.

XV. “Exhibit D (County’s Administration)” is deleted in its entirety and replaced with the attached “Exhibit D (County’s Administration) (Rev. 09/2025)”, which is incorporated herein by reference.

XVI. “Exhibit Q (Accounting, Administration and Reporting Requirements)” deleted in its entirety and replaced with the attached “Exhibit Q (Accounting, Administration and Reporting Requirements) (Rev. 09/2025)”, which is incorporated herein by reference.

XVII. The “Fiscal Year 2025-26 Additional Funding Allocation for Elderly Nutrition Program Services” funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward will remain in full force and effect.

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

COUNTY OF LOS ANGELES

By_____ _____
Maral V. Karaccusian, Interim Director — Date
County of Los Angeles
Aging & Disabilities Department

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP252608
Subaward Number

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By_____
Airlonna Whitaker
Deputy County Counsel

By_____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

ATTACHMENT C

LOS ANGELES COUNTY
Aging & Disabilities Department

BOARD OF SUPERVISORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP
Maral V. Karaccusian
Interim Director

Lorenza C. Sánchez
Chief Deputy Director

Dawnna Lawrence
Interim Administrative Deputy II

Anna Avdalyan
Assistant Director

Dr. Solomon Shibeshi
Assistant Director

Victoria Jump
Assistant Director

Ivan Pacheco
Chief Information Officer

GET IN TOUCH
510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514
Disability Information & Access Line:
(888) 677-1199

October 16, 2025

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

FISCAL YEAR 2025-26 ADDITIONAL FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Mr. Salas:

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

- Purpose: Subrecipient will utilize additional Modernizing Older Californians Act (MOCA) funding to provide defined and contracted ENP Congregate Meal and Home-Delivered Meal Services during Fiscal Year (FY) 2025-26. Subrecipient will also utilize Nutrition Services Incentive Program (NSIP) to supplement the cost of food used for Congregate Meals and Home-Delivered Meals during FY 2025-26.
- Subaward Number: ENP252608
- Amendment Number: One
- Subaward Term: July 1, 2025 through June 30, 2026

  Total Funding Allocation: $38,695

  - NSIP funds: $28,695
  - Additional MOCA funds: $10,000
- Period Funds are available for use (Subject to execution of Subaward): July 1, 2025 – June 30, 2026
- Service Area: Supervisorial District 1

- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount			Total Allocation Amount
			Baseline & MOCA	NSIP	Additional MOCA	
NSIP	Congregate Meals	$0.71		$27,365		$27,365 [1]
	Home-Delivered Meals	$0.71		$1,330		$1,330 [2]
MOCA	Home-Delivered Meals	$8.39			$10,000	$10,000 [3]
Total Additional Funding						**$38,695**
Original Baseline and MOCA Funding (Refer to FY 2025-26 Original Baseline and MOCA Funding Allocation Letter)						**$380,900**
Subaward Sum Year 1 (SSY1) (Additional MOCA, NSIP, Original Baseline and MOCA Funding)						**$419,595**

[1- 3] Complete one (1) budget and one (1) MPS for each Allocation Amount.

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

Thank you.

Mike Tsao

Mike Tsao, Program Manager
Administrative Services Branch

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-093, APPROVING AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO EPD SOLUTIONS, INC. TO PROVIDE PEER REVIEW OF A MITIGATED NEGATIVE DECLARATION AND RELATED TECHNICAL STUDIES IN CONJUNCTION WITH THE DEVELOPMENT OF 1510 & 1536 PECK ROAD

SUMMARY: EPD Solutions, Inc. was selected as the most qualified consultant based on their experience, proposal quality, project understanding, schedule, and cost effectiveness to provide a third-party independent review of a Mitigated Negative Declaration and technical reports for 1510 & 1536 Peck Road.

RECOMMENDED ACTION: Staff Recommends City Council:

1. Adopt Resolution No. 25-093 awarding PSA to EPD Solutions, Inc. for consulting services to peer-review of a Mitigated Negative Declaration and technical studies, in an amount not to exceed $48,296; and
2. Authorize the City Manager or his designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: There will be no fiscal impact to the City as the project applicant will be required to submit a deposit in the amount of $48,296 to the City to cover the cost of the peer review contract.

DISCUSSION: On June 17, 2025, the City Council authorized staff to solicit proposals through the Request for Proposal (RFP) process for a third-party, independent review of a Mitigate Negative Declaration (MND) and related technical studies in compliance with the California Environmental Quality Act. On July 23, 2025, the RFP was posted on the City of South El Monte's website. The submittal deadline was August 21, 2025 at 5:00 p.m. The City issued an addendum to provide additional context to inquiring consulting

groups and extended the submittal deadline to August 28, 2025 at 5:00 p.m.

The City received three (3) proposals by the RFP deadline. The proposers are as follows:

PlaceWorks	Los Angeles, CA
EPD Solutions, Inc	Irvine, CA
CASC Engineering and Consulting	Glendora, CA

Per South El Monte Municipal Code Title 3, Chapter 3.16.070 the services of vendors possessing a high degree of professional, specialized technical skill or expertise, may be made without the need for bid procedures. However, staff went above and beyond and issued an RFP requesting proposals, and although bidding is not required for professional services, selection of the proposal is based on qualifications and best value, and not necessarily the lowest price. Proposals should still be reviewed for reasonableness to serve the public's best interest.

Staff reviewed the proposals received based on competence and professional qualifications and in compliance with the RFP requirements, which included project understanding and approach, experience, level of effort, schedule and cost-effectiveness to provide efficient services. After review, staff determined that EPD Solutions, Inc. submitted the most qualified proposal to provide third-party, independent review of an environmental review and related technical studies. The table below shows the contract amount for each proposal:

Consultant (alphabetical order)	**Schedule**	**Contract Amount**
PlaceWorks	2 weeks	$55,846
EPD Solutions, Inc.	2 weeks	$48,296
CASC Engineering and Consulting	2 weeks	$39,924

Overall, all the consultants demonstrated an understanding of the required scope of work and all presented a methodical, well-structured approach to the cost and schedule. Given that this would be a peer review of technical studies and the MND document, staff considered the resumes provided by each consultant group and ultimately based its consideration on experience with comparable projects.

The following table lists the consultants based on a 100 point scale:

Consultant Name	Total Number of Points
EPD Solutions, Inc.	98
PlaceWorks	96
CASC Engineering and Consulting	93

Based on the experience of EPD's staff, both in preparing environmental impact reports and serving as independent third party consultants, quality and organization of the proposal, understanding of the project, schedule and contract amount, EPD Solutions, Inc's overall score of 98 was the highest score of the proposals. Therefore, staff recommends awarding a Professional Services Agreement to EPD Solutions, Inc. for an independent third-party review of the MND associated with the development of 1510 & 1536 Peck Road.

ATTACHMENT(S):

A. Resolution No. 25-093
B. Draft PSA Template

ATTACHMENT A

RESOLUTION NO. 25-093

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND EPD SOLUTIONS, INC. FOR A THIRD-PARTY INDEPENDENT REVIEW OF A MITIGATED NEGATIVE DECLARATION AND RELATED TECHNICAL STUDIES FOR PROPERTY LOCATED AT 1510 & 1536 PECK ROAD

WHEREAS, on July 23, 2025, the City of South El Monte ("City") issued a Request for Proposal (RFP) for a third-party, independent review of a Mitigated Negative Declaration ("MND") and related technical studies for 1510 & 1536 Peck Road in compliance with the California Environmental Quality Act; and

WHEREAS, the City received three (3) proposals by the RFP deadline of August 28, 2025 at 5:00 p.m.; and

WHEREAS, after reviewing the three (3) proposals, City staff determined that EPD Solutions, Inc. submitted the most qualified proposal to provide third-party, independent review of an environmental review and related technical studies; and

WHEREAS, the contract amount for services as indicated in EPD Solutions, Inc.'s proposal is $48,296.00, which City finds to be fair and reasonable; and

WHEREAS, the City Council desires to approve the contract award of the RFP to EPD Solutions, Inc.

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

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

SECTION 2. The City Council hereby approves the Professional Services Agreement in the amount of $48,296.00 with EPD Solutions, Inc., a copy of which is attached as Attachment B to the November 4, 2025 staff report.

SECTION 3. The City Council hereby authorizes and directs the City Manager to take all actions necessary to execute and effectuate the Professional Services 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 4th day of November 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. 25-093, 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 4th day of November 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

DRAFT

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

_____

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SOUTH EL MONTE AND
_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____ 2025, by and between the CITY OF SOUTH EL MONTE, a California municipal corporation ("City") and _____, _____ ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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 1 of this Agreement, was selected by the City to perform said 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 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

(a) 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;

(b) Consultant shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. 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; and

(e) Consultant, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

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 $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 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.

1.10 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 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 attendance of Consultant at all project meetings reasonably deemed necessary by the City. Consultant acknowledges and agrees that coordination of its performance of work with 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, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall contain all information

specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to 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.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the 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 _____ 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 on 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 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 Representatives.

(a) CITY'S REPRESENTATIVE: The City hereby designates _____ (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or her 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 her designee.

(b) CONSULTANT REPRESENTATIVE: Consultant hereby designates _____, 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 his/her designee will supervise and direct the performance of the Work, using her best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to Consultant

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.

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, 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 (Statutory Limits) 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.

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

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.

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

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 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

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 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.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 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:
OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

_____
Susie Altamirano, Esq, 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"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

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

City Council Agenda Report

Agenda Item No. 7.e.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND ADOPTION OF SECOND READING OF ORDINANCE NO. 1284, AMENDING CHAPTER 2.64 OF THE SOUTH EL MONTE MUNICIPAL CODE REGARDING WORKING OUT OF CLASS

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 full reading and adopt 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 4th day of November 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 16th day of September 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 4th day of November 2025, by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

City Council Agenda Report

Agenda Item No. 7.f.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-094, APPROVING AWARD OF CONSTRUCTION CONTRACT TO BRIDGEROCK CONSTRUCTION FOR NEW TEMPLE PARK SNACK BAR REHABILITATION PROJECT

SUMMARY: On July 6, 2025, a fire occurred at the New Temple Park Snack Bar that damaged a portion of the building and storage area. Pursuant to South El Monte Municipal Code Sections 3.18.010 and 3.18.020, staff solicited informal bids from three (3) contractors for the rehabilitation and repairs of the building for the project known as the New Temple Park Snack Bar Rehabilitation Project ("Project"). The Project involves the removal of roof material, demolition of damaged areas of the structure, hauling away of debris, removal and replacement of the interior drywall, rebuilding existing electrical service, rebuilding the roof canopy/awning, installation of wrought iron fencing/door, installation of new door and hardware, painting, and other tenant improvements. The contract was awarded to Light & Power International in the total bid amount of $54,500. The contractor was not able to provide the appropriate documentation to initiate the job and ultimately withdrew from the job. Staff reached out to the next bidder that provided a quote and awarded the contract to Briderock Construction in the total bid amount of $58,800.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-094 awarding a construction contract to Bridgerock Construction in the amount of $58,800 for the New Temple Park Snack Bar Rehabilitation Project and allocate $58,800 from the General Fund Balance;
2. Authorize the City Manager to execute the contract; and
3. Authorize a fifteen percent (15%) project contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

FISCAL/FINANCIAL IMPACT: Expected costs are as follows:

Contract Award Amount	$58,800.00
Construction Contingency (15% of contract amount)	$8,820.00
Total	**$67,620.00**

The Project will initially be funded by the General Fund and reimbursed through the City's property insurance claim.

DISCUSSION: The Project includes the removal of roof material, demolition of damaged areas of the structure, hauling away of debris, removal and replacement of the interior drywall, rebuilding existing electrical service, rebuilding the roof canopy/awning, installation of wrought iron fencing/door, installation of new door and hardware, painting, and tenant improvements. The Project's work location is at New Temple Park located at 1450 Lidcombe Avenue, South El Monte, CA 91733.

Staff solicited proposals from three (3) contractors for the rehabilitation of the New Temple Park Snack Bar:

Bidder Name (from low to high)	**Total Bid Amount**
Light & Power International	$54,500.00
Bridgerock Construction	$58,800.00
J & S Fence Engineering Corporation	$72,000.00

The apparent lowest bid was submitted by Light & Power International in the total bid amount of $54,500.00. However, due to Light & Power being unable to provide the required documentation, the next bidder, Bridgerock Construction, was selected for the project.

ENVIRONMENTAL ANALYSIS/DETERMINATION

Staff reviewed the proposed project in accordance with the California Environmental Quality Act (CEQA) Guidelines and determined that the project is categorically exempt from the provisions of CEQA under Section 15301, Class 1, because the proposed Project satisfies the criteria for the Class 1 categorical exemption for existing facilities. The criteria is the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Staff has determined Bridgerock Construction offers the next cost-effective and comprehensive solution for the proposed repairs. In approving this request, City Council will enable the Public Works Department to proceed with reopening the snack bar at New Temple Park. To expedite repairs and the reopening of the facility, staff recommends adopting Resolution 25-094 to approve and fund the New Temple Park Snack Bar Rehabilitation Project.

Staff report prepared by Jason Espejo, Public Works Analyst

ATTACHMENT(S):

A. Resolution 25-094
B. Bids Received
C. Updated Bridgerock Proposal
D. Contractor's License - Bridgerock Construction
E. Contract NTP Snack Bar Rehabilitation Project - Bridgerock

ATTACHMENT A

RESOLUTION NO. 25-094

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING A CONSTRUCTION CONTRACT TO BRIDGEROCK CONSTRUCTION FOR THE NEW TEMPLE PARK SNACK BAR REHABILITATION PROJECT (PROJECT) AND ALLOCATING FUNDS FOR THE COMPLETION OF THE PROJECT

WHEREAS, the City of South El Monte ("City") desires to rehabilitate the Snack Bar at New Temple Park, located at 1450 Lidcombe Avenue, South El Monte, CA 91733, after it was damaged by a fire on July 6, 2025; and

WHEREAS, the work required as part of the New Temple Park Snack Bar Rehabilitation Project ("Project") includes the removal of roof material, demolition of damaged areas of the structure, hauling away of debris, removal and replacement of the interior drywall, rebuilding existing electrical service, rebuilding the roof canopy/awning, installation of wrought iron fencing/door, installation of new door and hardware, painting, and other tenant improvements; and

WHEREAS, pursuant to South El Monte Municipal Code Sections 3.18.010 and 3.18.020, the City solicited informal bids from three (3) contractors to complete the Project; and

WHEREAS, City staff determined that the bid from Bridgerock Construction offers the most cost-effective and comprehensive solution for the proposed repairs, totaling $58,800.00; and

WHEREAS, the City desires to enter into a construction contract with Bridgerock Construction for the Project; and

WHEREAS, funding for this Project will come from the City's General Fund Balance; and

WHEREAS, it is necessary for the City Council of the City of South El Monte ("City Council") to adopt a resolution to allocate $58,800, plus a project contingency in the amount of $8,820, to cover unforeseen conditions, to complete the Project.

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

SECTION 1. The City Council of South El Monte ("City Council") hereby finds the above recitals are true and correct and incorporate them herein by reference.

SECTION 2. The City Council hereby approves the allocation of $67,620 from the City's General Fund Balance to cover the estimated cost of the New Temple Park Snack Bar Rehabilitation Project.

SECTION 3. The City Council hereby authorizes and directs the City Manager to execute a construction contract by and between the City and Light & Power International, along with all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4. The City Council hereby authorizes the City Attorney to amend the contract as to form.

SECTION 5. In accordance with the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*), the City Council finds and determines that the Project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities). Therefore, it can be seen with certainty that the adoption of this resolution would not have a significant effect on the environment.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portions of the ordinance would be subsequently declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution.

SECTION 8. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED and ADOPTED this 4th day of November 2025.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 25-094 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 4th day of November, 2025, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Adrian Garcia, MMC, City Clerk

PROPOSAL

LIGHT & POWER INTERNATIONAL
TONY EXPOSITO - GENERAL CONTRACTOR - CSLB# 491848
(626) 840-4831

Sold To:	City of South El Monte			Project:	#6
	C/O Ernesto Vasquez				
Date:	August 10, 2025	Revised	2		
Page:	1				
Location:	Park - 1450 Lidcombe Ave. City of South El Monte				
Scope:	Make Reparations to Existing Food Prep Building as a result of Fire Damage				
	Provide Materials and Labor to bring building back to original condition.				

Task No:	**Description**		
1	Tear-off Roof, Demo Damaged structure and haul away debris		
2	Remove and replace interior drywall		
3	Rebuild existing electrical service		
4	Rebuilt roof canopy		
5	Install wrought iron fence/ door		
6	Install new door and hardware		
7	Paint and finish.		
8			
	Total Contract Cost to perform above defined scope	**Total:**	**$54,500.00**

All existing kitchen and food service equipment, including hood to be removed by others.

Work outside of this scope will be performed at additional cost and must be approved by the City of South El Monte.

Warranty

Light & Power will warrant the installation for 1 year. This includes parts and labor

Safety

Installation will be by licensed contractor with a OSHA 30 Certification
Confined Space and Biological Hazard Mitigation Practices will be in place.

149 POINSETTIA AVE. MONROVIA CA 91016

BRIDGEROCK CONSTRUCTION
LICENSE# 1094028

PROPOSAL

TO:	**Ernesto Vasquez**	Project:	1450 Lidcombe South El Monte - Fire Restoration
	South El Monte	Address:	
			,
		Date:	7/12/2025

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Demo **$3,000.00**

Description of Services:
-Demo interior drywall ceiling
-Demo chain link fencing
-Remove existing doors
-Remove all debris throughout project duration

-Haul all debris offsite

2. Doors & Hardware **$4,300.00**

Description of Services:
-Install 2 new hollow metal doors and frames with deadbolts and pull levers at (2) openings

3. Drywall & Paint **$8,900.00**

Description of Services:
-Install new drywall throughout ceiling
-Mudding, taping, sand, prepped for paint
-Paint throughout walls, ceilings, doors

4. Electrical **$9,050.00**

Description of Services:

-Install new metered breaker panel at exterior location 100 amp
-Resotre main service copper lines to main panel and energize subpanel circuits for dedicated building
-Reinstall spot motion sensor lights throughout exterior
-Coordinate with Edison for overhead service

5. Roof **$18,750.00**

Description of Services:
-Roof tear off
-Inspect roof and replace damaged roof joists if needed (limited to some repairs)
-Install roof sheathing throughout
-Install new shingle roofing throughout
-Install new facia board and edge metal flashing
-Remounting roof equipment to working condition

6. Chainlink Fence **$9,000.00**

Description of Services:
New Chain link, posts, 1 gate - reinstalled at existing location

7. New Awning at Exterior **$5,800.00**

Description of Services:
Rebuild wood awning to original condition

Subtotal:	**$58,800.00**
**0% Tax:*	*$0.00*
TOTAL:	**$58,800.00**

Contractor: *Austin Henig* 7/12/2025
Bridgerock Construction — Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____ _____
South El Monte — Date

ESTIMATE

J & A FENCE
824 N. Todd Ave.
Azusa, CA 91702

admin@jnafence.com
+1 (626) 334-3209

J&A FENCE
ENGINEERING CORPORATION

Bill to
City of South El Monte
Ernesto Vasquez

Estimate details
Estimate no.: 2357
Estimate date: 08/22/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Services**	Project: Fire Restoration Location: 1450 Lidcombe, South El Monte Scope of Work – Labor & Materials Included 1. Demolition Services Provided: Demo interior drywall ceiling Demo existing chain-link fence. Demo existing doors. Removal of all debris. 2. Wrought Iron Fence & Gates Services Provided: Install 48 linear feet of 8' high wrought iron fence. Install 36" wrought iron gate with needed hardware. Install post with anchor bolts. 3. Doors & Hardware		$72,000.00	$72,000.00

Services Provided:

Furnish and install (2) new hollow metal doors with frames

Install all hardware needed for doors.

4. Drywall & Paint

Services Provided:

Install new drywall at needed locations.

Apply all painting/ mudding / tapping

5. Roofing

Services Provided:

Removal of roof shingles.

Inspect and replace damaged roof joists as needed (limited repairs)

Install new roof sheathing throughout

Install asphalt shingle roofing system

Install fascia boards and edge metal flashing

Re-install existing roof equipment back to original condition.

6. Electrical

Services Provided:

Install new 100-amp exterior metered breaker panel

Restore main copper service lines to the main panel

Energize subpanel circuits serving the dedicated building

Install exterior motion sensor lighting where needed.

Total **$72,000.00**

Accepted date **Accepted by**

ATTACHMENT C

BRIDGEROCK CONSTRUCTION
LICENSE# 1094028

PROPOSAL

TO:	**Ernesto Vasquez**	Project:	1450 Lidcombe South El Monte - Fire Restoration
	South El Monte	Address:	,
		Date:	10/27/2025

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Demo **$3,000.00**

Description of Services:
-Demo interior drywall ceiling
-Demo chain link fencing
-Remove existing doors
-Remove all debris throughout project duration

-Haul all debris offsite

2. Doors & Hardware **$4,300.00**

Description of Services:
-Install 2 new hollow metal doors and frames with deadbolts and pull levers at (2) openings

3. Drywall & Paint **$8,900.00**

Description of Services:
-Install new drywall throughout ceiling
-Mudding, taping, sand, prepped for paint
-Paint throughout walls, ceilings, doors

4. Electrical **$9,050.00**

Description of Services:

-Install new metered breaker panel at exterior location 100 amp
-Resotre main service copper lines to main panel and energize subpanel circuits for dedicated building
-Reinstall spot motion sensor lights throughout exterior
-Coordinate with Edison for overhead service

5. Roof **$18,750.00**

Description of Services:
-Roof tear off
-Inspect roof and replace damaged roof joists if needed (limited to some repairs)
-Install roof sheathing throughout
-Install new shingle roofing throughout
-Install new facia board and edge metal flashing
-Remounting roof equipment to working condition

6. Chainlink Fence **$9,000.00**

Description of Services:
0. New Chain link, posts, 1 gate - reinstalled at existing location

7. New Awning at Exterior **$5,800.00**

Description of Services:
Rebuild wood awning to original condition

Subtotal:	**$58,800.00**
**0% Tax:*	*$0.00*
TOTAL:	**$58,800.00**

Contractor: *Austin Henig* 10/27/2025
Bridgerock Construction Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____ _____
South El Monte Date

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1094028

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/27/2025 4:35:03 PM

Business Information

BRIDGEROCK CONSTRUCTION INC
524 S 4TH AVE
LA PUENTE, CA 91746

Entity Corporation
Issue Date 07/18/2022
Reissue Date 12/12/2023
Expire Date **12/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY .
Bond Number: 67210280
Bond Amount: $25,000
Effective Date: 12/12/2024
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual AUSTIN DAVID HENIG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/15/2025
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the CLEAR SPRING PROPERTY AND CASUALTY COMPANY
Policy Number:CWC02769201
Effective Date: 01/09/2025
Expire Date: 01/09/2026
Workers' Compensation History

Miscellaneous Information

- 12/12/2023 - LICENSE REISSUED TO ANOTHER ENTITY

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ATTACHMENT E

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND BRIDGEROCK CONSTRUCTION

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (hereinafter "Agreement") is made and entered into this 4th day of November 2025 by and between the CITY OF SOUTH EL MONTE, a municipal corporation (hereinafter, "CITY") and Bridgerock Construction, (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY AND CONTRACTOR maybe referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for the rehabilitation and tenant improvement of the New Temple Park Snack Bar in the CITY (hereinafter, the "Project"); and

WHEREAS, pursuant to South El Monte Municipal Code Sections 3.18.010 and 3.18.020, staff solicited informal proposals from three (3) vendors for the Project; and

WHEREAS, following the receipt of proposals, CONTRACTOR was selected by the CITY for the performance of those services; and

WHEREAS, the Parties desire to formalize the selection of CONTRACTOR for performance of services and desire that the terms of that performance be as particularly defined and described herein.

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

I.
THE AGREEMENT DOCUMENTS

1.1 The complete Agreement consists of the following documents ("Agreement Documents") which are incorporated in this Agreement by their reference:

a) CONTRACTOR'S submitted Proposal, dated October 27, 2025, which is attached hereto as **Exhibit "A";**
b) CONTRACTOR'S Schedule of Performance, which is attached hereto as **Exhibit "B"**
c) CONTRACTOR'S Performance Bond, a true and correct copy which is attached hereto as **Exhibit "C"**
d) CONTRACTOR'S Payment Bond, a true and correct copy which is attached hereto as **Exhibit "D"**
e) CONTRACTOR'S submitted Non-Collusion Declaration, which is attached and incorporated hereto as **Exhibit "E"**

f) CONTRACTOR's Certification Regarding Worker's Compensation, which is attached and incorporated hereto as **Exhibit "F";**
g) All addenda issued by the CITY; and
h) All Change Orders duly approved by CITY in conformity with the terms of the Agreement Documents.

II.
WORK TO BE PERFORMED

2.1 In compliance with all terms and conditions of this Agreement, the CONTRACTOR shall provide those services specified in the CONTRACTOR'S submitted Proposal attached hereto as Exhibit "A." The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, as called for, and in the manner designated in, and in strict conformity with the Agreement Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished, and the work performed and completed, as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Agreement, Rene Salas, or such person as may be designated by the City Manager.

III.
AGREEMENT PRICE

3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of **Fifty-Eight Thousand Eight Hundred Dollars and Zero Cents ($58,800.00)** for the Project (hereinafter, the "Not-to-Exceed Sum").

3.2 In the event CONTRACTOR's charges are anticipated to exceed the Not-to-Exceed Sum prior to the Project's completion date, as that date is set forth in paragraph 4.1 below, the City Council for CITY hereby delegates to the City Manager the authority to increase the Not-to-Exceed Sum by an amount not to exceed fifteen percent (15%), provided that any authorization shall be made in writing signed by the City Manager and expressly referencing the City Manager's delegated authority under this paragraph. Any anticipated changes in excess of those excess sums the City Manager is authorized to approve under this paragraph must be approved by the City Council before they are incurred, and such City Council approval must be memorialized in the form of a written amendment to this Agreement. The CITY Representative, as designated in paragraph 2.1 above, reserves the right to suspend all or any portion of CONSULTANT'S performance under this Agreement unless and until charges in excess of the Not-to-Exceed Sum are first approved by either the City Manager or the City Council, whichever is the appropriate authorizing authority, as provided under this paragraph, above. CITY shall be under no obligation to

pay sums in excess of the Not-to-Exceed Sum which have not first been authorized by the City Manager or City Council as appropriate.

IV.
NOTICE TO PROCEED AND TIME FOR COMPLETION

4.1 A written Notice to Proceed issued by CITY must be received by CONTRACTOR before CONTRACTOR may mobilize or commence any work on the site. CONTRACTOR shall commence its performance of the work contemplated under this Agreement no later than the date specified in the Notice to Proceed. CONTRACTOR shall complete the total project within fifteen (15) working days from the date stated in the Notice to Proceed.

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

4.3 The time period(s) specified in Section 4.1 for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of the delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this Section.

V.
NOTICE AND SERVICE THEREOF

5.1 Any notice from one party to the other under the Agreement shall be in writing and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

(a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of South El Monte
Attn: Rene Salas, City Manager
South El Monte City Hall
1415 Santa Anita Ave,
South El Monte, CA 91733

With a copy to:

City of South El Monte
Attn: Gerardo Marquez, Director of Comm. Development & Public Works
South El Monte City Hall
1415 Santa Anita Ave,
South El Monte, CA 91733

(b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

Bridgerock Construction
Attn: Austin Henig
524 4th Avenue
La Puente, CA 91746
(951) 531-3007

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI.
LIQUIDATED DAMAGES

6.1 Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the CONTRACTOR and its sureties shall be liable for and shall pay to the CITY the sum of $250 (Two-Hundred Fifty Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "B"). The CITY may withhold from any monies payable on account of services performed by the CONTRACTOR any accrued liquidated damages. Pursuant to Government Code Section 4215, CONTRACTOR shall not be assessed

liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

VII.
PREVAILING WAGE

7.1 The parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code relating to the public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance, monitoring and enforcement by the DIR. CONTRACTOR shall post job site notices, as prescribed by regulation.

7.2 CONTRACTOR shall pay prevailing wages to the extent required by Labor Code Section 1771. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the CITY, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the CITY are current and accurate. The requirement to pay the wage rate so specified is further detailed in Article 7, General Conditions of the Administrative Specifications.

7.3 CONTRACTOR shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the CITY, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by the CONTRACTOR .

VIII.
METHOD OF PAYMENT

8.1 CITY will pay CONTRACTOR 50% upon execution of this agreement and remainder upon issuance of Notice of Completion and approval thereof. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty- Eight Thousand Eight Hundred Dollars and Zero Cents ($58,800.00) ("Not-to-Exceed Sum"), unless additional compensation is approved pursuant to Section 3.2.

8.2 Pursuant to section 20104.50 of the Public Contract Code, if CITY fails to make any progress payment within thirty (30) days after the receipt of an undisputed and properly

submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to the legal rate set forth in section 685.010(a) of the Code of Civil Procedure.

8.3 CONTRACTOR must submit "Conditional Waiver and Release Upon Payment" in the form prescribed by Section 3262 of the Civil Code from all subcontractors and persons supplying labor or materials to CONTRACTOR covered by the payment requested.

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

8.5 CONTRACTOR must submit all required Davis-Bacon and Related Acts ("DBRA") documentation, certified, and approved pursuant to Federal Labor Standards Provisions HUD Form-4010.

IX.
TERMINATION BY CITY FOR CONVENIENCE; TERMINATION FOR CAUSE

9.1 CITY, in its sole and absolute discretion, may terminate the Agreement for convenience and discontinue the Project at any time prior to the completion of the Project or if the Project is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority. The CONTRACTOR shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Project thus dispensed with, nor any other actually performed up to the time of discontinuance, including any extra work ordered by CITY to be done, nor for any claim for liquidated damages.

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

X.
INSURANCE AND BONDS

10.1 Prior to commencement of any services under this Agreement, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to CITY.

(a) General liability insurance. CONTRACTOR shall maintain commercial general

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

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

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

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

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

10.2 Concurrently with execution of this Agreement, CONTRACTOR shall deliver to the CITY, the following:

(a) A performance bond in the amount of the Not-to-Exceed Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Not-to-Exceed Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of

all persons furnishing labor and/or materials in connection with the work under this Agreement.

(c) Both the performance and labors bonds required under this Section 10.2 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the CONTRACTOR promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

XI.
INDEMNIFICATION

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

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

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

(c) In the event the CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONTRACTOR for such damages or other claims arising out of or in connection with the negligent

performance of or failure to perform the work, operation or activities of CONTRACTOR hereunder, CONTRACTOR agrees to pay to the CITY, its officers, agents or employees, any and all costs and expenses incurred by the CITY, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

(d) In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by CONTRACTOR under this Agreement, and of which the CONTRACTOR is not the patentee or assignee or has not the lawful right to sell the same.

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

XII.
MISCELLANEOUS PROVISIONS

12.1 This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the CONTRACTOR and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

12.2 In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections

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

12.3 Except as otherwise set forth in this Agreement, the Terms and Conditions accompanying Exhibit "A" remain binding, controlling, and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Terms and Conditions, the provisions of this Agreement shall control, but only so far as such provisions conflict with the Terms and Conditions and no further.

XIII.
CONTRACTOR REGISTRATION

13.1 By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

(SIGNATURES ON NEXT PAGE)

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

CITY OF SOUTH EL MONTE, a municipal corporation

By:_____
Rene Salas
City Manager

Date:_____

Bridgerock Construction

By:_____

Austin Henig

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____
Susie Altamirano
City Attorney

Date:_____

EXHIBIT “A”
PROPOSAL
(SEE THE FOLLOWING PAGE)

BRIDGEROCK CONSTRUCTION
LICENSE# 1094028

PROPOSAL

TO:	**Ernesto Vasquez**	Project:	1450 Lidcombe South El Monte - Fire Restoration
	South El Monte	Address:	,
		Date:	10/27/2025

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

1. Demo **$3,000.00**

Description of Services:
-Demo interior drywall ceiling
-Demo chain link fencing
-Remove existing doors
-Remove all debris throughout project duration

-Haul all debris offsite

2. Doors & Hardware **$4,300.00**

Description of Services:
-Install 2 new hollow metal doors and frames with deadbolts and pull levers at (2) openings

3. Drywall & Paint **$8,900.00**

Description of Services:
-Install new drywall throughout ceiling

-Mudding, taping, sand, prepped for paint

-Paint throughout walls, ceilings, doors

4. Electrical $9,050.00

Description of Services:

Bridgerock Construction · 524 4th Ave · La Puente, CA 91746

-Install new metered breaker panel at exterior location 100 amp

-Resotre main service copper lines to main panel and energize subpanel circuits for dedicated building

-Reinstall spot motion sensor lights throughout exterior

-Coordinate with Edison for overhead service

5. Roof $18,750.00

Description of Services:
-Roof tear off

-Inspect roof and replace damaged roof joists if needed (limited to some repairs)

-Install roof sheathing throughout

-Install new shingle roofing throughout

-Install new facia board and edge metal flashing

6. Chainlink Fence $9,000.00

Description of Services:

0. New Chain link, posts, 1 gate - reinstalled at existing location

7. New Awning at Exterior $5,800.00

Description of Services:
Rebuild wood awning to original condition

Subtotal:	**$58,800.00**
**0% Tax:*	*$0.00*
TOTAL:	**$58,800.00**

Contractor: *Austin Henig* 10/27/2025

Bridgerock Construction Date

-Remounting roof equipment to working condition

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client:

South El Monte Date

Bridgerock Construction · 524 4th Ave · La Puente, CA 91746

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

The Contractor shall complete all work within 45 working days.

Week 1: Planning and Preparation

- Conduct kickoff meeting with stakeholders (City staff, engineers, and contractors).
- Review and approve project design and installation plans.
- Perform site assessment to confirm existing electrical infrastructure and equipment placement.
- Secure necessary permits and approvals (city, county, utility).
- Procure and deliver all necessary materials and equipment.
- Ensure all required equipment is onsite and inspected for readiness.

Week 2: Installation and Commissioning

- Install electrical panels, wiring and lighting.
- Mount and secure all furnishings and equipment.
- Conduct system checks for electrical connections and ensure compliance with safety standards.
- Ensure integration and functionality of all fixtures and furnishings.
- Complete final inspections with relevant authorities.
- Provide any operator and maintenance manuals required.
- Officially hand over a turn-key ready facility/building.

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

N/A

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 4.3

EXHIBIT "C"
PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ ($_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____20___.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
Susie Altamirano, City Attorney

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

EXHIBIT "D"

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ ($_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on_____, 20____

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
Susie Altamirano, City Attorney

NOTICE:
No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

EXHIBIT "E"

NON-COLLUSION DECLARATION

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

Contractor's Authorized Initials _____

EXHIBIT "F"

CERTIFICATION REGARDING WORKER'S COMPENSATION

Description of Contract: **City of SOUTH EL MONTE**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		$_____ Each Accident
		$_____ Disease - Policy Limit
		$_____ Disease - Each Employee

_____	_____
Named Insured (Contractor)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
	By_____
	(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

_____

Name

_____

Agency

_____

Street Number

_____

City and State

_____

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

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

DATE: November 4, 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. 25-095, APPROVING POLICIES AS RECOMMENDED BY INDEPENDENT AUDITOR

SUMMARY: As a result of the completion of the June 30, 2024, Single Audit Report (SAR) over City's expenditures of federal awards, it was identified by an independent auditor, Moss, Levy & Hartzheim LLP, that the City needs policy improvements in three areas: 1) loan compliance, 2) grants receivable and 3) grant reporting. Based upon the recommendations received, and with guidance from the State Department of Housing and Community Development (HCD), the City has developed policies for City Council's consideration and approval.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 25-095, approving the three proposed policies covering 1) loan compliance, 2) grants receivable and 3) grant reporting.

FISCAL/FINANCIAL IMPACT: There is no fiscal impact associated with adopting policies. However, not addressing the independent auditor's findings could lead to future funding opportunities denied due to the failure to clear the Single Audit findings.

DISCUSSION: On March 31, 2025, the City's independent auditor, Moss, Levy & Hartzheim LLP, completed its Single Audit over the City's expenditure of federal awards for the fiscal year ended June 30, 2024 (Attachment A). In the report, the auditor listed each finding explaining the condition, criteria, cause, recommendation, and the City's response.

On October 6, 2025, the State Department of Housing and Community Development (HCD), Division of Federal Financial Assistance (DFFA), Single-Audit Coordination Team, contacted the City to meet and discuss the findings and to review the steps the City had taken to address them. On October 8, 2025, City staff met with the DFFA Single Audit Coordination Team (Attachment B), and on October 13, 2025, the DFFA Single Audit Coordination Team sent a Management Decision Letter (Attachment C) to the City with instructions to provide responsive documents to clear the findings.

On October 16, 2025, staff sent a letter to the DFFA Single Audit Coordination Team with responsive documents for review (Attachment D).

On October 21, 2025, the DFFA Single Audit Coordination Team completed its initial review with follow-up questions and high-level example policies for the City to consider adopting (Attachment E).

Staff believes this is a great opportunity for the City to improve its internal controls, not only over the expenditure of federal awards, but overall in general, including the City's housing program, state and local grants and allocation, and the City's policies to maintain an educated and compliant workforce.

Staff recommends City Council adopt Resolution No. 25-095, approving the three proposed policies covering 1) loan compliance, 2) grants receivable, and 3) grant reporting (Attachment 6).

ATTACHMENT(S):

A. Single Audit Report City of South El Monte Ending 6.30.2024
B. Agenda - Initial Meeting with City of South El Monte 10.08.25
C. First Management Decision Letter South El Monte Findings 10.13.25
D. Signed Response Letter to HCD Single-Audit Coordination Team
E. Follow-up Email Received 10.21.25
F. Resolution No. 25-095
G. 1. Loan Compliance Policy
H. 2. Grants Receivable Policy
I. 3. Grants Reporting Policy

CITY OF SOUTH EL MONTE, CALIFORNIA

SINGLE AUDIT REPORT

For the Fiscal Year Ended June 30, 2024

City of South El Monte, California

Single Audit Report
For the Fiscal Year Ended June 30, 2024
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MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
of the City of South El Monte
South El Monte, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of South El Monte (City), as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 31, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2024-001- 2024-005 that we consider to be material weaknesses.

Report on Compliance and Other Matters

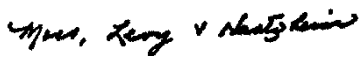
As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's responses to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Moss, Levy & Hartzheim, LLP
Culver City, California
March 31, 2025

MOSS, LEVY & HARTZHEIM LLP
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
of the City of South El Monte
South El Monte, California

Report on Compliance for the Major Federal Program

Qualified Opinion on the Conservation Research and Development Program

We have audited the City of South El Monte's (City) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the City's major federal programs for the fiscal year ended June 30, 2024. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, except for the noncompliance described in the basis for Qualified Opinion section of our report, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Conservation Research and Development Program for the fiscal year ended June 30, 2024.

Basis for Qualified Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Matter Giving Rise to Qualified Opinion on the Conservation Research and Development Program

As described in the accompanying schedule of findings and questioned costs, the City did not comply with requirements regarding the Conservation Research and Development Program as described in finding number 2024-006 for reporting.

Compliance with such requirements is necessary, in our opinion, for the City to comply with the requirements applicable to the program.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify a deficiency in internal control over compliance that we consider to be a material weakness.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely

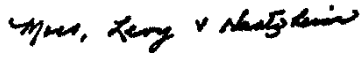
basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2024-006 to be a material weakness.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We did not identify any significant deficiencies in internal control over compliance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Moss, Levy & Hartzheim, LLP
Culver City, California
March 31, 2025

City of South El Monte

Single Audit Report
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2024

Federal Grantor/ Pass - Through Grantor Program Title	Federal Assistance Listing Number	Agency or Pass-Through Program Number	Federal Expenditures
U.S Department of Housing and Urban Development			
Passed-Through the County of Los Angeles Community Development Authority (LACDA)			
Community Development Block Grants (CDBG) Entitlement Grants Cluster			
Code Enforcement	14.218	B90-UC-060505 602067-23	$ 99,997
City Hall Restroom Upgrade	14.218	B90-UC-060505 602610-23	17,284
Total Community Development Block Grant (CDBG) Cluster			117,281
U.S. Department of Interior			
Passed-Through the State of California Coastal Conservancy			
Payments in Lieu of Taxes	15.226	R22AP00277	236,570
Total U.S. Department of Interior			236,570
U.S. Department of Transportation			
Passed-Through the State of California Department of Transportation Highway Planning and Construction Cluster			
Highway Safety and Improvement Program	20.205	STPL-5352(006) HSIPL-5352(20)	339,853
Highway Safety and Improvement Program	20.205	STPL-5352(006) HSIPL-5352(21)	18,945
Highway Safety and Improvement Program	20.205	STPL-5352(006) HSIPL-5352(25)	18,777
Total Highway Planning and Construction Cluster			377,575

See accompanying notes to schedule of expenditures of federal awards.

City of South El Monte

Single Audit Report
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2024

Federal Grantor/ Pass - Through Grantor Program Title	Federal Assistance Listing Number	Agency or Pass-Through Program Number	Federal Expenditures
U.S. Department of Transportation			
Passed-Through the Los Angeles County Metropolitan Transportation Authority (LACMTA) Transit Services Program Cluster			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	MM4703.09	222,443
Total Transit Services Program Cluster			222,443
Total U.S. Department of Transportation			600,018
U.S. Department of Energy			
Conservation Research and Development	81.086	DE-EE0009466	616,242 *
Total U.S. Department of Energy			616,242
U.S. Department of Health and Services			
Passed-Through the County of Los Angeles Department of Workforce Development			
Aging and Community Services Cluster			
Baseline Funding for CI & CII	93.045	ENP202110	275,726
CDA ARPA for CI	93.045	ENP202110	4,800
CDA ARPA for CII	93.045	ENP202110	4,794
Nutrition Support Incentive Program	93.053	ENP202110	28,468
Total Aging and Community Services Cluster			313,788
Total U.S Department of Health and Services			313,788
Total Expenditures of Federal Awards			$ 1,883,899

* - Denotes major program

See accompanying notes to schedule of expenditures of federal awards.

1. REPORTING ENTITY

The financial reporting entity, as defined by the Governmental Accounting Standards Board (GASB) Codification, consists of (a) the primary government, City of South El Monte (City), and (b) component units which include organizations for which the primary government is financially accountable, and other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Funds received under the various grant programs have been recorded within general, special revenue, and capital projects funds of the City. The City utilizes the modified accrual method of accounting for the general, special revenue, and capital projects funds. The accompanying Schedule of Expenditures of Federal Awards (Schedule) has been prepared accordingly.

Schedule of Expenditures of Federal Awards

The accompanying schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies, as well as federal financial assistance passed through the State of California and County of Los Angeles, California are also included in the schedule.

The schedule was prepared from only the accounts of various grant programs and, therefore, does not present the financial position or results of operations of the City.

For the fiscal year ended June 30, 2024, the City did not have payments passed through to other agencies.

The City has not elected to use the ten percent de minimis cost rate as covered in Section 200.414 Indirect (F&A) costs of the Uniform Guidance.

3. PROGRAM DESCRIPTIONS

U. S. Department of Housing and Urban Development

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) Program was authorized under Title I of the Housing and Community Development Act of 1974. The primary objective of the CDBG Program is the development of viable urban communities, including adequate housing, a suitable living environment, and expansion of economic opportunities principally for persons of low to moderate income. Under this program, the Department of Housing and Urban Development (HUD) distributes funds based upon approved applications to eligible local governmental units for the purpose of community improvement and betterment.

3. PROGRAM DESCRIPTIONS (Continued)

U.S Department of Interior

Payment in Lieu of Taxes

The program provides compensation for certain tax-exempt federal lands to help offset losses in property taxes to local governments due to non-taxable federal lands within their boundaries.

U. S. Department of Transportation

Highway Planning and Construction

The purpose of the Federal-aid Highway Program is to assist the States in providing for construction, preservation, and improvement of highways and bridges on eligible Federal-Aid routes, (including the National Highway System (NHS) - an integrated, interconnected transportation system important to interstate commerce and travel), and for other special purpose programs and projects.

Enhanced Mobility of Seniors and Individuals with Disabilities

To provide financial assistance in meeting the transportation needs of seniors and individuals with disabilities where public transportation services are unavailable, insufficient or inappropriate. The Section 5310 program is designed to supplement FTA's other capital assistance programs by funding transportation projects for seniors and individuals with disabilities in all areas - large urban, small urban, and rural.

U.S. Department of Energy

Conservation Research and Development

The goal of this program is to conduct a balanced, long-term research effort in Buildings Technologies, Vehicle Technologies, Solid State Lighting Technologies, Advanced Materials and Manufacturing Technologies, and Industrial Efficiency and Decarbonization.

U.S. Department of Health and Human Services

Aging and Community Services Cluster

To encourage State Agencies on Aging and Area Agencies on Aging to concentrate resources to develop and implement comprehensive and coordinated community-based systems of service for older individuals via Statewide planning, and area planning and provision of supportive services, including multipurpose senior centers. The objective of these services and centers is to maximize the informal support provided to older Americans to enable them to remain in their homes and communities. Providing transportation services, in-home services, and other support services, this program insures that elders receive the services they need to remain independent.

CITY OF SOUTH EL MONTE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	**Unmodified**			
Internal control over financial reporting:				
Material weakness(es) identified?	X	Yes		No
Significant deficiency(ies) identified not considered to be material weaknesses?		Yes	X	None reported
Noncompliance material to financial statements noted?		Yes	X	No

Federal Awards

Internal control over major programs:				
Material weakness(es) identified?	X	Yes		No
Significant deficiency(ies) identified not considered to be material weaknesses?		Yes	X	None reported
Type of auditor's report issued on compliance for major programs:	**Qualified**			
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance, Section 510 (a)	X	Yes		No

Identification of major programs:

Assistance Listing Number	**Name of Federal Program or Cluster**
81.086	Conservation Research and Development

Dollar threshold used to distinguish between Type A and Type B programs:	**$ 750,000**			
Auditee qualified as low-risk auditee:	X	Yes		No

Section II – Finding – Financial Statement Audit

Material Weaknesses

2024-001 Accounts Payable Restatement

Condition:

The City did not review other accounts payable accounts totaling $614,667 at fiscal year-end to determine that the amounts were accurately recorded.

Criteria:

Regular reconciliation of all accounts payable accounts with supporting documentation is crucial for identifying errors and discrepancies.

Cause:

The balances in the accounts arose from payroll entries and the City did not have a documented process of reconciling these accounts regularly.

Recommendation:

The City should reconcile all account balances in accounts payable regularly.

City response:

Management was aware of the historically outdated accounts payable balances rolling forward, in some instances over a decade, and informed the auditor of its desire to write them off. As all such outdated accounts payable balances were adjusted at June 30, 2024, management will be able to provide a year-end accounts payable aging report that ties to the City's account system's default account payable aging report going forward. Also, none of such outdated accounts payable balances were for federally grant funded expenditures.

2024-002 Loan Receivables Restatement

Condition:

The City had not reconciled loans receivable with the detailed list of loans receivable, nor had the City performed any procedures to determine if the detail list accurately listed all outstanding loans at fiscal year-end. In addition, the loans were either expected to be forgiven in accordance with the terms of the loan program or that the length of time for repayment was for 30 years the City determined that the collectability was unlikely and should have recorded an allowance for the full amount of the loans receivable.

*Criteria***:**

Regular reconciliation of loans receivable and performing procedures to verify that borrowers are in compliance with the loan program is crucial for identifying errors and to ensuring that the City is in compliance with the loan program requirements.

Section II – Finding – Financial Statement Audit (Continued)

Material Weaknesses

Cause:

The City has had significant turnover with the personnel responsible for tracking and verifying the outstanding loans receivable in the past few years. The City also had no process in place to ensure that the evaluation and reconciliation of the loans receivable were accurately conveyed to the finance department.

Recommendation:

The City should establish procedures to verify that the owners of the outstanding loans receivable still inhabit the homes and that they are in compliance with all requirements of the loan programs. The City should establish a process in which the results of the verification process is conveyed to the finance department as part of the financial statement closing process.

City response:

All home loans require a deed restriction recorded with the Los Angeles County Registrar-Recorder office. The City also maintains a promissory note for each loan which gets forgiven based on the applicable terms of the loan. In instances when a borrower decides to sell or transfer title of the property with the deed restrictions, the borrower must make a request to the City to take off the deed restrictions by paying back the loan with interest. Also, none of such home loans were federally grant funded.

2024-003 Retention Payable

Condition:

The City did not record retention payables amounts totaling $263,307.

Criteria:

Expenditures and their related liabilities should be recorded in the fiscal period that the City receives the goods or services.

Cause:

Construction projects are tracked by the departments in charge of the construction project but the City does not have a process in place to ensure that the retention payable amounts outstanding at fiscal year-end are communicated to the finance department.

Recommendation:

The City should establish procedures to ensure that outstanding retention payables are communicated to the finance department at fiscal year-end.

City response:

In the past, the City paid the vendor invoice, less retention, until project completion, rather than maintaining a retention payable balance. Going forward, management intends to maintain a retention payable balance on its books.

Section II – Finding – Financial Statement Audit (Continued)

Material Weaknesses

2024-004 Restricted Investments OPEB

Condition:

The City recorded restricted investments for other postemployment benefits of $1,928,082 on the City's books as well as including the investments in the other postemployment benefits actuarial calculation resulting in an overstatement of net position on the government wide financial statements.

Criteria:

Other postemployment benefit trust accounts that are utilized in the actuarial calculations to reduce the net other postemployment benefit liability should not be recorded as an asset on the City's books.
Cause:

The City did not have a clear policy on how other postemployment benefits trust accounts should be handled for financial statement reporting.

Recommendation:
The City should establish and document a policy on how other postemployment benefits trust accounts treated for financial statements reporting.

City response:

Management does not believe this is a policy matter, but an accounting one, that was missed in the prior year. Management believes that it has correctly posted a prior-period adjustment to reflect the expenditure that should have been recorded in the prior year to fund the Section 115 OPEB trust. Also, none of the OPEB activities are associated with federally grant funded activities.

2024-005 Grants Receivable

Condition:

The City did not have a clear process to evaluate and record potential grant receivables at fiscal year-end. An additional $3,388,818 in grants receivable were recorded as part of the audit process.

Criteria:

Grants receivable should be recorded on the City's financial statements when the revenue has been earned.

Cause:

The City did not establish a clear policy on the methodology to be utilized in determining accruals for grants receivable at fiscal year-end and the City did not evaluate grant funds to determine if there were additional grant receivables to recorded at fiscal year-end.

Recommendation:

The City should establish a policy on the methodology utilized in determining grants receivable at fiscal year end to evaluate if there are any additional grant receivables to be recorded at fiscal year end.

Section III – Findings and Questioned Costs – Major Federal Award Program Audit

City response:

In prior years, management recorded grant revenues as grant reimbursements were received. In the future, management will consider reimbursement grants to be "available" when received within one year after year end, in order to record the receivable and revenues at year end.

2024-006 Reporting

Condition:

The City filed two out of four quarterly financial reports past the filing date required by the grant program and did not file other two quarterly reports at all.

Criteria:

The City should file all required financial reports by their due dates.

Cause:

The City has had significant turnover in the position that should be filing the quarterly reports.

Recommendation:

The City should establish formal policies and procedures over grant reporting to inform City personnel on the required reporting requirements of City grants.

City response:

Management agrees and is currently recruiting a few vacant positions that fulfill those roles.

CITY OF SOUTH EL MONTE
STATUS OF PRIOR YEAR'S FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Section IV – Status of Prior Year Findings and Questioned Costs

None reported in the previous fiscal year.

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Meeting Agenda

HCD & City of South El Monte– SAR FY 2023–2024 Findings and CAP

Date: Wednesday, October 8th, 3:05pm to 4:00pm
Time: 3:05pm to 4:00pm
Location: Virtual
Facilitator: Adam Gosney
Attendees:

- HCD Single-Audit-Coordination Team (SACT)
    - Adam Gosney
    - Sarah Theobald
    - Kelly Seibert
    - Carly Huston
- City of South El Monte Representatives
    - Masami Higa – Director of Finance
    - Gerardo Marquez - Director of Community Development and Public Works
    - Renee Reyes – Community Development Executive Assistant
    - George Lopez – Community Development Analyst (CalHOME)
    - Irma Peniche – Grants Coordinator
    - Teresa Garcia – Accounting Manager
    - Monika Troncoso - Consultant

1. Welcome and Introductions (5 minutes)

- Introductions from both teams
- Brief overview of meeting goals

2. Review of Findings and SAR Recommendations (10 minutes)

- Recap of each finding from the FY 2023–2024 SAR
- Review of HCD's recommendations for resolution

Finding Number	Finding Name	SAR Recommendation	Jurisdiction Response
2024-002	Loan Receivable Restatement	"The City should establish procedures to verify that the owners of the outstanding loans receivable still inhabit the homes and that they are in compliance with all requirements of the loan programs. The City should establish a process in which the results of the verification process is conveyed to the finance department as part of the financial statement closing process."	"All home loans require a deed restriction recorded with the Los Angeles County Registrar-Recorder office. The City also maintains a promissory note for each loan which gets forgiven based on the applicable terms of the loan. In instances when a borrower decides to sell or transfer title of the property with the deed restrictions, the borrower must make a request to the City to take off the deed restrictions by paying back the loan with interest. Also, none of such home loans were federally grant funded."

2024-005	Grant Receivable	"The City should establish a policy on the methodology utilized in determining grants receivable at fiscal year end to evaluate if there are any additional grant receivables to be recorded at fiscal year end."	"In prior years, management recorded grant revenues as grant reimbursements were received. In the future, management will consider reimbursement grants to be “available” when received within one year after year end, in order to record the receivable and revenues at year end."
2024-006	Reporting	"The City should establish formal policies and procedures over grant reporting to inform City personnel on the required reporting requirements of City grants."	"Management agrees and is currently recruiting a few vacant positions that fulfill those roles."

3. Jurisdiction Update on Corrective Actions (20 minutes)

- Jurisdiction presents:
  - Actions taken to address each finding
  - Written documentation prepared or in progress
- If documentation is not yet available:
  - Provide estimated submission date (within 45–60 days)

4. HCD Feedback and Discussion (10 minutes)

- HCD provides feedback on the jurisdiction’s response
- Clarify any outstanding issues or documentation needs

5. Next Steps and Timeline (5 minutes)

- Confirm follow-up actions and deadlines
- Discuss any additional support or follow-up meetings

6. Closing Remarks (5 minutes)

- Recap of key takeaways
- Thank participants for their time and collaboration

STATE OF CALIFORNIA -BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE
May Lee State Office Complex
651 Bannon Street, Suite SW800, Sacramento, CA 95811
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

October 13, 2025

Masami Higa, Finance Director
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear Mr. Higa,

RE: Single Audit Report Management Decision Letter Fiscal Year 2023/2024. California Department of Housing and Community Development

The Department of Housing and Community Development, Division of Federal Financial Assistance received the State Controller's Single Audit Findings Report for 2023/2024 which affects the City of South El Monte:

Finding 2024-002– Loan Receivable Restatement (SAR Pages 11-12)

Condition:

The City had not reconciled loans receivable with the detailed list of loans receivable, nor had the City performed any procedures to determine if the detail list accurately listed all outstanding loans at fiscal year end. In addition, the loans were either expected to be forgiven in accordance with the terms of the loan program or that the length of time for repayment was for 30 years the City determined that the collectability was unlikely and should have recorded an allowance for the full amount of the loans receivable.

Criteria:

Regular reconciliation of loans receivable and performing procedures to verify that borrowers are in compliance with the loan program is crucial for identifying errors and to ensuring that the City is in compliance with the loan program requirements.

Cause

The City has had significant turnover with the personnel responsible for tracking and verifying the outstanding loans receivable in the past few years. The City also had no

process in place to ensure that the evaluation and reconciliation of the loans receivable were accurately conveyed to the finance department.

Recommendation:

The City should establish procedures to verify that the owners of the outstanding loans receivable still inhabit the homes and that they are in compliance with all requirements of the loan programs. The City should establish a process in which the results of the verification process is conveyed to the finance department as part of the financial statement closing process.

Jurisdiction Response to Recommendation:

All home loans require a deed restriction recorded with the Los Angeles County Registrar-Recorder office. The City also maintains a promissory note for each loan which gets forgiven based on the applicable terms of the loan. In instances when a borrower decides to sell or transfer title of the property with the deed restrictions, the borrower must make a request to the City to take off the deed restrictions by paying back the loan with interest. Also, none of such home loans were federally grant funded.

Current Status:

During a meeting held on October 8th, 2025 between the City of South El Monte and HCD to discuss the finding the City indicated it will share its procedures related to CalHOME. HCD will review these procedures to determine if they adequately meet the recommendation indicated above.

Finding 2024-005– Grants Receivable (SAR pages 13-14)

Condition:

The City did not have a clear process to evaluate and record potential grant receivables at fiscal year-end. An additional $3,388,818 in grants receivable were recorded as part of the audit process.

Criteria:

Grants receivable should be recorded on the City's financial statements when the revenue has been earned.

Cause

The City did not establish a clear policy on the methodology to be utilized in determining accruals for grants receivable at fiscal year-end and the City did not evaluate grant funds to determine if there were additional grant receivables to recorded at fiscal year-end.

Recommendation:

The City should establish a policy on the methodology utilized in determining grants receivable at fiscal year end to evaluate if there are any additional grant receivables to be recorded at fiscal year end.

Jurisdiction Response to Recommendation:

In prior years, management was recording grant revenues as grant reimbursements were received. In the future, management will consider reimbursement grants to be "available" when received within one year after year end, in order to record the receivable and revenues at year-end.

Current Status:

During a meeting held on October 8th, 2025, between the City of South El Monte and HCD to discuss the finding the City indicated it will share a note disclosure. HCD will review this disclosure to determine if it adequately meets the recommendation indicated above.

Finding 2024-006– Reporting

Condition:

The City filed two out of four quarterly financial reports past the filing date required by the grant program and did not file other two quarterly reports at all.

Criteria:

The City should file all required financial reports by their due dates.

Cause

The City has had significant turnover in the position that should be filing the quarterly reports.

Recommendation:

The City should establish formal policies and procedures over grant reporting to inform City personnel on the required reporting requirements of City grants.

Jurisdiction Response to Recommendation:

Management agrees and is currently recruiting few vacant positions that fulfill those roles.

Current Status:

During a meeting held on October 8th, 2025, between the City of South El Monte and HCD to discuss the finding the City indicated it will share organization charts, duty statements, and indicate the changes made to resolve the finding. HCD will review this documentation to determine if it adequately meets the recommendation indicated above.

HCD is responsible for working with the City of South El Monte to clear the findings. The City of South El Monte must provide to the Department, as indicated and agreed to by City of South El Monte in the meeting held on October 8th, 2025:

1. CalHOME Procedures in an attempt to clear finding 2024-002.
2. Note disclosure in an attempt to clear finding 2024-005.
3. Organization charts, duty statements, and indicate the changes made to resolve the finding to clear finding 2024-006.

This documentation must be written and be on official City of South El Monte letterhead.

The documentation from the City of South El Monte must be submitted to the Department via email to DFFA Single-Audits Coordination at DFFASingleAudits@hcd.ca.gov within 45 calendar days of this letter. If the City of South El Monte would like any technical assistance, please contact DFFASingleAudits@hcd.ca.gov and attach a copy of this letter for reference.

Failure to provide the documentation needed to clear these findings may result in the denial of future HCD funding opportunities to the City of South El Monte.

Sincerely,

Adam Gosney

Adam Gosney
HCD Single-Audit Coordination

CC: Sarah Theobald, HCD Single-Audit Coordination Team (SACT)
Kelly Seibert, SACT
Carly Huston, SACT
Shanelle Hanohano, SACT
Justin Jeremiah, HCD CalHOME Program
Jason Blaire, HCD CalHOME Program
Holly Kelly, HCD Single-Audit Coordination – State Programs

City of South El Monte
Gerardo Marquez - Director of Community Development and Public Works
Renee Reyes – Community Development Executive Assistant
George Lopez – Community Development Analyst (CalHOME)
Irma Peniche – Grants Coordinator
Teresa Garcia – Accounting Manager
Monika Troncoso - Consultant

CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540

October 16, 2025

Adam Gosney, Senior Federal Housing Policy Specialist
Division of Federal Financial Assistance
Housing and Community Development
Single-Audits Coordination Team
MLSOC (Southwest Tower)
651 Bannon Street, Suite 800
Sacramento, CA 95811

RE: Single Audit Report Management Decision Letter Fiscal Year 2023/2024. California Department of Housing and Community Development

Dear Mr. Gosney,

Thank you for the opportunity to have a meeting on October 8th, 2025. As promised during our meeting, we hereby provide documents to show that we have taken steps to clear the findings.

Finding 2024-002 – Loan Receivable

1. Exhibit 1 – Employee Terminations
    a. Explanation: For the past several years, the City has had turnover in functions that oversee loan receivables, including the function that fill those positions. At times, the City had to rely on temp agencies such as MuniTemps (https://www.munitemps.com/) or outsource the entire function.
2. Exhibit 2 – February 18, 2025, City Council Meeting Agenda Item 7.d.
    a. Explanation: On February 18, 2025, the City's former Community Development Analyst recommended to City Council to enter into an agreement with MNS Engineers, Inc., to administer the CalHome program on behalf of the City.
3. Exhibit 3 – Resolution No. 25-014 Awarding a professional services agreement to MNS Engineers, Inc. to administer and implement the CalHome programs.
4. In general, the City has been following the CalHome guidelines available at https://www.hcd.ca.gov/grants-and-funding/programs-active/calhome.
5. Exhibit 4 – Resolution No. 15-02, Increase Allocation of Funds CalHome Rehab Program NTE $30,000.
6. Exhibit 5 – Resolution No. 16-26, Increase Maximum Loan Amt. for CalHome Occupied Rehab Program.

Findings 2024-005 – Grants Receivable

1. Exhibit 6 – FY2023 Audited Financial Statements Page 16
    a. Independent auditor, Moss, Levy & Hartzheim, LLP, provided a clean opinion on the FY2023 Financial Statements without any grant receivables, or Receivables Intergovernmental, recorded for the Grants Fund.
    b. Independent auditor, Moss, Levy & Hartzheim, LLP, did not include any Grants Receivable finding in the FY2023 Single Audit Report.
2. Exhibit 7 – FY2024 Audited Financial Statements Page 16
    a. Independent auditor, Moss, Levy & Hartzheim, LLP, required the City to record grants receivable, or Receivables Intergovernmental, for the Grants Fund prior to issuing a clean opinion on the FY2024 Financial Statements.
    b. Independent auditor, Moss, Levy & Hartzheim, LLP, added the Grants Receivable findings in the FY2024 Single Audit Report.
3. Exhibit 8 – FY2025 Basic Financial Statements_Unaudited Draft_10162025
    a. Management prepared the FY2025 Financial Statements with the Grants Receivables recorded.
    b. Independent auditor is currently auditing with an opinion expected to be issued prior to 12/31/25.
4. Exhibit 9 – FY2024 Audited Financial Statements Page 48
    a. Note 1 – SUMMARY OF SIGNIFICATN ACCOUNTING POLICIES
        i. Measurement Focus, Basis of Accounting, and Financial Statement Presentation
            1. Governmental Funds Financial Statements
                a. Within the second paragraph, new sentence was added stating, "The City considers reimbursement grants to be "available" when received within one year after year end", in order to accommodate the auditor's request, as the City was not able to determine when the grantor might remit funds after grant reimbursement requests were submitted, or for requests that had not been submitted yet, but expenditures approved by the grantor.
    b. The City prepared the FY2025 Financial Statements with grant receivables, or Receivables Intergovernmental, as reflected in Exhibit 8, and with the same Note disclosure in Exhibit 9.

Finding 2024-006 – Reporting

1. Please refer to Exhibit 1.
    a. The late reports were due to the City losing its Public Works Analysts.
    b. On July 28, 2025, the City recruited a new Public Works Analyst and do not expect to miss further deadlines.
2. Please refer to the City's FY2025 Budget Book at https://www.cityofsouthelmonte.org/ArchiveCenter/ViewFile/Item/459
    a. Personnel changes are explained starting on page 36, and organizational charts are provided to the public in multiple forms such as on pages 13, 178, 185, 199, 220, 230, and 266. However, due to a software's limitation, the City was not able to increase the font sizes of the organizational charts and made those improvements in the FY2026 Budget Book referenced below.
3. Please refer to the City's FY2026 Budget Book at https://www.cityofsouthelmonte.org/ArchiveCenter/ViewFile/Item/260
    a. Organizational charts are provided to the public in multiple forms such as on pages 22, 329, 373, 388, 413, 421, and 445.

Thank you.

Respectfully,

Masami Higa, Director of Finance

Masami Higa

From: DFFASingleAudits@HCD <DFFASingleAudits@hcd.ca.gov>
Sent: Tuesday, October 21, 2025 4:02 PM
To: Masami Higa; DFFASingleAudits@HCD
Cc: Hanohano, Shanelle@HCD; Gerardo Marquez; Renee Reyes; George Lopez; Rene Salas; Irma Peniche; Monika Troncoso; Teresa Garcia; Theobald, Sarah@HCD; Huston, Carly@HCD; Seibert, Kelly@HCD; Kelley, Holly@HCD; Jeremiah, Justin@HCD; Blair, Jason@HCD
Subject: Initial Review of Documentation: City of South El Monte 2023-2024 Single-Audit Findings
Attachments: Example - Procedures for Verifying Owner Occupancy and Loan Compliance.docx; Example - Grants Receivable Year-End Evaluation Policy.docx; Example - Formal Policies and Procedures over Grant Reporting.docx; Signed Response Letter to HCD Single-Audit Coordination Team.pdf

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Masami,

Thank you for the documentation. We are in the process of getting you access to upload those larger documents. In the meantime, HCD does have some initial questions and responses to the provided documentation.

HCD Response to the Provided Documentation for finding 2024-002 (Loan Receivable Restatement):

1. It is not easily clear where HCD can finding the following recommendation components in the provided documentation:
    - "Procedures to verify that the owners of the outstanding loans receivable still inhabit the homes and that they are in compliance with all requirements of the loan programs." (SAR)
    - "...process in which the results of the verification process is conveyed to the finance department as part of the financial statement closing process." (SAR)
2. To provide a high-level example HCD is providing "Procedures for Verifying Owner Occupancy and Loan Compliance" as an attachment.

HCD Response to the Provided Documentation for finding 2024-005 (Grant Receivable):

1. The language indicated in the "Governmental Fund Financial Statement" is a good start. However, to clear this finding HCD needs to see, as indicated in the SAR "a policy on the methodology utilized in determining grants receivable at fiscal year end to evaluate if there are any additional grant receivables to be recorded at fiscal year end."
    - To provide a high-level example HCD is providing "Grants Receivable Year-End Evaluation Policy" as an attachment.

HCD Response to the Provided Documentation for finding 2024-006 (Reporting):

1. It is not easily clear where HCD can finding the following recommendation components in the provided documentation:
    1. "...formal policies and procedures over grant reporting to inform City personnel on the required reporting requirements of City grants." (SAR)
2. **Requests of Jurisdiction:**
    1. Per Page 36 of the City's FY 2025 Budget Book: "Formally restructured & reinforced New Employees Onboarding, as well as the Off Boarding of Separating Employees."

→ HCD needs to see this New Employees Onboarding document. This document should include, as indicated in SAR: "formal policies and procedures over grant reporting to inform City personnel on the required reporting requirements of City grants."

2. Per Page 36 of the City's FY 2025 Budget Book: "Improved Performance Evaluation Process: Redesigned and implemented a more effective and consistent annual performance review process, including manager training, feedback tools, and goal-setting templates."
   → HCD needs to see this Performance Evaluation Process. This document should include, as indicated in SAR: "formal policies and procedures over grant reporting to inform City personnel on the required reporting requirements of City grants."
3. To provide a high-level example HCD is providing "Example - Formal Policies and Procedures over Grant Reporting" as an attachment.

Please respond back to the following questions and responses within five business days.

DFFA Single Audit Coordination Team
Division of Federal Financial Assistance
Housing and Community Development
MLSOC (Southwest Tower)
651 Bannon Street, Suite 800 | Sacramento, CA 95811

From: Masami Higa <mhiga@soelmonte.org>
Sent: Thursday, October 16, 2025 1:34 PM
To: DFFASingleAudits@HCD <DFFASingleAudits@hcd.ca.gov>
Cc: Gosney, Adam@HCD <Adam.Gosney@hcd.ca.gov>; Hanohano, Shanelle@HCD <Shanelle.Hanohano@hcd.ca.gov>; Gerardo Marquez <gmarquez@soelmonte.org>; Renee Reyes <rreyes@soelmonte.org>; George Lopez <glopez@soelmonte.org>; Rene Salas <rsalas@soelmonte.org>; Irma Peniche <ipeniche@soelmonte.org>; Monika Troncoso <mtroncoso@mnsengineers.com>; Teresa Garcia <tgarcia@soelmonte.org>; Theobald, Sarah@HCD <Sarah.Theobald@hcd.ca.gov>; Huston, Carly@HCD <Carly.Huston@hcd.ca.gov>; Seibert, Kelly@HCD <Kelly.Seibert@hcd.ca.gov>; Kelley, Holly@HCD <Holly.Kelley@hcd.ca.gov>; Jeremiah, Justin@HCD <Justin.Jeremiah@hcd.ca.gov>; Blair, Jason@HCD <Jason.Blair@hcd.ca.gov>
Subject: RE: City of South El Monte 2023-2024 Single-Audit Findings MDL: 10-13-2025

Dear Mr. Gosney,

Please find attached our response letter.
Because Exhibits 3 & 4 are larger than 5MB, please provide instructions on how I may be able to upload them to you.

Thank you.

Respectfully,

[cityofsouthelmonte.org]

Masami Higa
Director of Finance

Phone: 626-652-3129
Mobile: 626-617-1592

1415 Santa Anita Avenue
South El Monte, CA 91733

www.cityofsouthelmonte.org
[cityofsouthelmonte.orgm]

[facebook.com]
[instagram.com]
[twitter.com]

From: DFFASingleAudits@HCD <DFFASingleAudits@hcd.ca.gov>
Sent: Monday, October 13, 2025 10:11 AM
To: Masami Higa <mhiga@soelmonte.org>; DFFASingleAudits@HCD <DFFASingleAudits@hcd.ca.gov>
Cc: Gosney, Adam@HCD <Adam.Gosney@hcd.ca.gov>; Hanohano, Shanelle@HCD <Shanelle.Hanohano@hcd.ca.gov>; Gerardo Marquez <gmarquez@soelmonte.org>; Renee Reyes <rreyes@soelmonte.org>; George Lopez <glopez@soelmonte.org>; Rene Salas <rsalas@soelmonte.org>; Irma Peniche <ipeniche@soelmonte.org>; Monika Troncoso <mtroncoso@mnsengineers.com>; Teresa Garcia <tgarcia@soelmonte.org>; Theobald, Sarah@HCD <Sarah.Theobald@hcd.ca.gov>; Huston, Carly@HCD <Carly.Huston@hcd.ca.gov>; Seibert, Kelly@HCD <Kelly.Seibert@hcd.ca.gov>; Kelley, Holly@HCD <Holly.Kelley@hcd.ca.gov>; Jeremiah, Justin@HCD <Justin.Jeremiah@hcd.ca.gov>; Blair, Jason@HCD <Jason.Blair@hcd.ca.gov>
Subject: City of South El Monte 2023-2024 Single-Audit Findings MDL: 10-13-2025

Some people who received this message don't often get email from dffasingleaudits@hcd.ca.gov. Learn why this is important [aka.ms]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Masami,

Thank you for meeting with us last Wednesday, October 8th (agenda and comments attached). Per our meeting, HCD is sending you a Management Decision Letter, which is attached. In the letter you will find instructions required of the City of South El Monte. Upon receiving documentation from the City of South El Monte HCD will review the documentation and inform the City of South El Monte if the documentation is sufficient to clear the findings. If the documentation is sufficient you will receive a Clearance Decision Letter. This CDL will outline why documentation is sufficient. If HCD determines the documentation is not sufficient, we will email you and ask for clarification and/or more documentation.

As indicated in the letter, you have 45 days to submit this documentation. This date falls on Friday, November 28th. If HCD has not received sufficient documentation by that time the City of South El Monte will receive a letter indicating that future funding opportunities by HCD may be denied due to the failure to clear Single-Audit Findings.

If the City of South El Monte would like any technical assistance, please contact DFFASingleAudits@hcd.ca.gov and attach a copy of this letter for reference.

DFFA Single Audit Coordination Team
Division of Federal Financial Assistance
Housing and Community Development
MLSOC (Southwest Tower)
651 Bannon Street, Suite 800 | Sacramento, CA 95811

ATTACHMENT F

RESOLUTION NO. 25-095

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING POLICIES FOR LOAN COMPLIANCE, GRANTS RECEIVABLE, AND GRANT REPORTING

WHEREAS, during the course of the Single Audit for the fiscal year ended June 30, 2024, independent auditor, Moss, Levy & Hartzheim LLP, identified policy improvements required of the City of South El Monte (the "City"); and

WHEREAS, loan compliance policy is recommended for adoption that will improve financial reporting and accountability; and

WHEREAS, grants receivable policy is recommended for adoption that will improve financial reporting and accountability; and

WHEREAS, grant reporting policy is recommended for adoption that will improve financial reporting and accountability; and

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

SECTION 1. Approve the adoption of the loan compliance policy.

SECTION 2. Approve the adoption of the grants receivable policy.

SECTION 3. Approve the adoption of the grant reporting policy.

SECTION 4. City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 4th day of November 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. 25-095, 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 4th day of November 2025, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

City of South El Monte

Policy Title: Loan Compliance Policy

Effective Date: November 5, 2025

Policy Owner: Director of Community Development

Approved By: City Council Resolution No. 25-XXX

Objective:
To ensure that borrowers with outstanding loans continue to occupy the assisted properties as their primary residence and remain in compliance with all terms and conditions of the loan agreement. The results of this verification process are also used to support accurate financial reporting at fiscal year-end.

---

1. Annual Occupancy Certification

- **Timing:** Conducted annually, typically at the end of the fiscal year.
- **Method:**
    - Send a **Homeowner Occupancy Certification Form** to all borrowers.
    - Require borrowers to attest that:
        - The property is their primary residence.
        - They are in compliance with all loan terms (e.g., insurance, property taxes, maintenance).
    - Include a deadline for return and a warning of potential consequences for non-compliance.

---

2. Utility Bill Verification

- **Method:**
    - Request a copy of a recent utility bill showing the borrower's name and property address.

- Alternatively, request a copy of a government-issued ID with the property address.

---

3. Property Tax Records Review

- **Method:**
  - Access county assessor or tax collector records to verify:
    - The homeowner is receiving a **homeowner's exemption** (if applicable).
    - The mailing address matches the property address.

---

4. Site Visits (if necessary)

- **Trigger:** Initiated if:
  - Occupancy certification is not returned.
  - Utility or tax records raise concerns.
- **Method:**
  - Conduct a visual inspection of the property.
  - Look for signs of rental activity or vacancy.
  - Leave a door hanger or request for contact if no one is home.

---

5. Compliance Review

- **Review loan terms** to ensure:
  - Insurance coverage is current.
  - Property taxes are paid.
  - No unauthorized transfers or rentals have occurred.
- **Document findings** in the loan file.

---

6. Communication with Finance Department

- **Purpose:** To support the financial statement closing process by identifying any loans that may be impaired, in default, or otherwise non-compliant.
- **Method:**
    - Prepare a **Loan Compliance Summary Report** that includes:
        - Total number of loans reviewed.
        - Number of verified owner-occupied properties.
        - Number of non-responses or suspected non-compliance cases.
        - Any loans flagged for further review or potential write-down.
    - Submit the report to the **Finance Department** no later than 2 weeks before fiscal year-end close.
    - Retain a copy of the report in both the loan program files and the shared financial reporting folder.

---

7. Follow-Up and Enforcement

- **Non-Response or Non-Compliance:**
    - Send a formal notice of potential default or non-compliance.
    - Offer a grace period to cure the issue.
- **Escalation:**
    - Refer to legal counsel or program enforcement unit if unresolved.
    - Consider remedies as outlined in the loan agreement (e.g., repayment, lien enforcement).

---

8. Documentation and Recordkeeping

- Maintain all certifications, correspondence, and verification documents in the borrower's loan file.
- Update the loan tracking system with verification status and any compliance issues.
- Ensure all documentation is audit-ready and accessible for financial reporting purposes.

City of South El Monte

Policy Title: Grants Receivable Policy

Effective Date: November 5, 2025
Policy Owner: Department Head who applied for the Grant
Approved By: City Council Resolution No. 25-XXX

Purpose

To establish a consistent and accurate methodology for identifying and recording grants receivable at fiscal year-end in accordance with generally accepted accounting principles (GAAP) and applicable grant agreements.

Scope

This policy applies to all departments responsible for managing grant-funded programs and the **Finance Department** responsible for financial reporting.

Policy Statement

At fiscal year-end, the Department Head who applied for the grant shall evaluate all grant-related activities to determine whether additional grants receivable should be recorded. This ensures that all earned but uncollected revenues are properly recognized in the financial statements.

Methodology

1. **Review of Grant Agreements**
    - Identify all active grants as of fiscal year-end.
    - Review terms and conditions to determine revenue recognition criteria (e.g., reimbursement-based, milestone-based, or entitlement-based).
2. **Assessment of Grant Expenditures**
    - Obtain expenditure reports from program managers for each grant.

- Match expenditures incurred through the fiscal year-end with allowable costs under each grant agreement.

3. **Billing and Reimbursement Status**
    - Compare expenditures to amounts already billed or received.
    - Identify any unbilled expenditures that meet the criteria for revenue recognition.
4. **Cut-off Procedures**
    - Ensure that only expenditures incurred on or before the fiscal year-end are considered.
    - Verify that supporting documentation (e.g., invoices, payroll records) is dated appropriately.
5. **Communication with Program Managers**
    - Confirm with program staff whether any additional costs were incurred but not yet reported.
    - Document any pending reimbursements or known delays in billing.
6. **Recording Receivables**
    - Record a grant receivable for any earned revenue not yet received or billed as of fiscal year-end.
    - Ensure proper classification between current and non-current receivables, if applicable.
7. **Documentation and Audit Trail**
    - Maintain detailed schedules and supporting documentation for all receivables recorded.
    - Ensure audit readiness by retaining correspondence, reports, and calculations.

Responsibilities

- **Program Managers**: Provide timely and accurate expenditure data and communicate any pending transactions.

- **Finance Department**: Conduct the receivable analysis, ensure compliance with accounting standards, and record entries in the general ledger.

Review and Updates

This policy shall be reviewed annually and updated as necessary to reflect changes in accounting standards or organizational practices.

City of South El Monte

Policy Title: Grant Reporting Policy

Effective Date: November 5, 2025
Policy Owner: Department Head who applied for the Grant
Approved By: City Council Resolution No. 25-XXX

---

1. Purpose

To establish standardized policies and procedures for grant reporting to ensure compliance with all applicable federal, state, and local regulations, as well as the terms and conditions of individual grant agreements.

---

2. Scope

This policy applies to all City departments and personnel involved in the administration, management, and reporting of grants awarded to the City.

---

3. Policy Statement

All City departments must ensure timely, accurate, and complete reporting of financial and programmatic information for all grants received. Reports must be submitted in accordance with the specific requirements of each grantor and must be reviewed and approved by the appropriate City personnel prior to submission.

---

4. Roles and Responsibilities

- **Grant Program Managers:**
    - Maintain knowledge of grant-specific reporting requirements.
    - Prepare and submit programmatic reports.
    - Track performance metrics and deliverables.
- **Finance Department / Grants Accounting:**
    - Prepare and submit financial reports.

    - Reconcile grant expenditures with the general ledger.
    - Ensure drawdowns and reimbursements are properly recorded.
- **Department Heads:**
    - Ensure staff are trained and compliant with grant reporting procedures.
    - Review and approve reports prior to submission.

---

5. Reporting Requirements

5.1 Programmatic Reports

- **Frequency:** As required by the grant agreement (e.g., monthly, quarterly, annually).
- **Contents:** Narrative summary of activities, performance measures, milestones achieved, and challenges encountered.
- **Responsible Party:** Program Manager.

5.2 Financial Reports

- **Frequency:** As required by the grant agreement.
- **Contents:** Budget-to-actual expenditure reports, match contributions, indirect costs (if applicable).
- **Responsible Party:** Finance Department.

5.3 Closeout Reports

- **Timing:** Within 90 days of grant end date (or as specified).
- **Contents:** Final financial and programmatic reports, inventory of grant-funded assets, certification of compliance.
- **Responsible Party:** Department Head who applied for the grant.

---

6. Internal Review and Approval Process

- All reports must be reviewed by the **Department Head who applied for the grant** and **Finance Department** for accuracy and completeness.

- Reports must be approved by the **Department Head** or **Authorized Designee** before submission to the grantor.
- Copies of all submitted reports must be retained in a shared grant file with the Finance Department.

---

7. Communication and Coordination

- Program Managers must notify the Finance Department of all upcoming reporting deadlines at least **30 days in advance**.
- Finance will coordinate with departments to ensure financial data aligns with programmatic reporting.
- Any discrepancies must be resolved prior to submission.

---

8. Non-Compliance

Failure to comply with grant reporting requirements may result in:

- Withholding of grant funds.
- Repayment of disallowed costs.
- Ineligibility for future funding.
- Internal disciplinary action, if warranted.

---

9. Record Retention

All grant-related records, including reports, supporting documentation, and correspondence, must be retained for a minimum of **5 years** after the grant closeout date, or longer if required by the grantor.

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Gerardo Marquez, Director of Community Development & Public Works

SUBJECT: CONSIDERATION AND APPROVAL OF PROFESSIONAL PLANNING MANAGER SERVICES WITH WILDAN ENGINEERING

SUMMARY: The City is in need of an interim Planning Manager while recruitment for a permanent Community Development Manager is being conducted. Wildan Engineering has provided a proposal to temporarily provide Planning Manager services for the city.

RECOMMENDED ACTION: Staff recommends approving the attached agreement for Planning Manager services provided by Wildan Engineering in the not-to-exceed amount of $65,000 and for an additional three (3) months of services if needed for an aggregate not-to-exceed amount of $130,000.

FISCAL/FINANCIAL IMPACT: The agreement is for a not-to-exceed amount of $65,000 for three (3) month services and an additional three (3) months, if needed, for an aggregate not-to-exceed of $130,000.

DISCUSSION: The City is in need of an interim Planning Manager to assist in the undertaking of special projects for the Community Development Department, overseeing specific entitlement projects, project management of specialized projects, advanced planning projects, building code update, and other specialized tasks as needed. For temporary staff needs, staff would contact MuniTemps to fill temporary positions. Unfortunately, MuniTemps did not have any candidates available for Planning Manager services. Staff contacted Wildan Engineering and obtained a proposal for temporary Planning Manager services for the city. This would be for a three (3) month commitment with an option to extend three (3) more months.

Staff recommends approving the attached agreement for Planning Manager services provided by Wildan Engineering, in the not-to-exceed amount of $65,000 and for an additional three (3) months of services, if needed, for an aggregate not-to-exceed amount of $130,000.

ATTACHMENT(S):

A. SEM Wildan Engineering PSA Planning Manager consulting

2025
AGREEMENT FOR PROFESSIONAL SERVICES
(Engagement: Planning Consulting Services)
(Parties: Wildan Engineering and City of South El Monte)

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter, "Agreement") is made and entered into this _____day of _____2025 (hereinafter, the "Effective Date") by and between the CITY OF SOUTH EL MONTE, a municipal corporation (hereinafter, "CITY") and WILDAN ENGINEERING (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 Community Development Department 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 South El Monte City Council at its Regular Meeting of _____, 2025, under Agenda Item No. _____.

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 for three (3) months (the "Initial Term") until its termination by one of the Parties, whichever event occurs first. If necessary, the Initial Term may be extended by CITY for an additional three (3) month term (the "Extended Term") upon written notice to CONSULTANT within fifteen (15) days prior to the expiration of the Initial Term.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain letter-

proposal of CONSULTANT dated October 8, 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. Also attached and incorporated hereto is the CITY's job description for the Planning Manager (hereinafter, the CITY's "Planning Guidelines") as **Exhibit "B"**. The term "Scope of Services" shall be a collective reference to the CONSULTANT Proposal and the CITY Guidelines. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services.

B. In the event of any conflict or inconsistency between the provisions of the document entitled CITY Guidelines and the CONSULTANT Proposal, the requirements of the document entitled CITY Guidelines shall govern and control but only to the extent of the conflict or inconsistency and no further. 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 three (3) months from the Notice to Proceed (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 **SIXTY-FIVE THOUSAND DOLLARS ($65,000)** (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 CITY desires to extend this Agreement with an additional three (3) month term, the City Council for CITY hereby delegates to the City Manager the authority to extend the Initial Term for an additional three (3) month term and to authorize expenditure of a Not-to-Exceed of **SIXTY-FIVE THOUSAND DOLLARS ($65,000)** (hereinafter, the "Extended Term Not-to-Exceed Sum") during the Extended Term of this Agreement, for an aggregate Not-to-Exceed Sum of **ONE HUNDRED THIRTY-THOUSAND DOLLARS ($130,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum") provided that any authorization shall be made in writing signed by the City Manager and expressly referencing the City Manager's delegated authority under this paragraph. 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-manager 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) calendars 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 Danilo Batson 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 assignprior 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 of 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: **CITY:**

Wildan Engineering 13191 Crossroads Pkwy N. Suite 405 Industry, CA 91746 Attn: Salvador Lopez Jr.	City of South El Monte 1415 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:

By:_____
Rene Salas, City Manager

Date:_____

WILDAN ENGINEERING:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Susie A. Altamirano
City Attorney

Date:_____

EXHIBIT "A"
CONSULTANT PROPOSAL (WITH COMPENSATION RATE)

October 8, 2025

Mr. Gerardo Marquez
Director of Community Development and Public Works
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Subject: Interim Planning Manager

Dear Mr. Marquez:

Pursuant to your recent inquiry, I wish to confirm that Willdan can and would be most pleased to provide on-call planning services to assist with the management of the Community Development Department. As a company founded on the principles of serving public agencies, Willdan understands the cities' requirements for professional planning services and outstanding customer service. Providing on-call technical support to cities and counties is a key component of Willdan's services and has been a cornerstone service for the firm since our inception. Willdan offers a team filled with dedicated and respected professionals along with a support team of experienced planners, engineers, construction managers, landscape architects, CDBG Analysts, and historic resources. All our staff members have served in public agencies prior to joining Willdan and understand municipal government.

Our team's past assignments include staffing city/county planning departments, preparing and processing entitlement applications – conditional use permits, zone variances, tentative maps, design reviews, plan checks and general plan and zoning code amendments. Cities have used our planners to accomplish advanced planning tasks for community planning, specific plans, area plans and policy documents, ordinances, public engagement activities, public meetings, and interagency collaboration.

The Willdan Advantage

- **Know-How to Move Projects Forward.** Willdan planners incorporate our clients' plans, direction, and goals with technical know-how – and will bring that expertise to the City of South El Monte. Many of our Willdan Planners provide design review, plan checking and entitlement processing services for many of our client cities. No matter where Willdan planners work, they easily adapt to the community's challenges and priorities.
- **Large Company with Boutique-Company Approach.** We have the resources of a large company and are staffed by individuals who respect our clients' unique needs. Every Willdan employee seeks to understand each Cities' goals, policies, and practices, not only from what is written in their General Plans and Development Codes, but also how those goals and policies have been applied over time. When our planners need technical support, Willdan has additional in-house discipline resources to cover almost every aspect of a planning project from engineering to municipal financing to energy conservation to environmental planning. However, when the need arises, we have existing relationships with a myriad of specialty subconsultants we can call upon to fill that need.

- **Staff Quality and Longevity.** Willdan recognizes that our employees are our most important resource. We provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. Our employees are committed to finishing clients' projects, especially the long-term ones and those that have been tabled and come back to life.

Mr. Steve Masura will serve as your interim Planning Manager. Mr. Masura would work directly under your supervision and would be primarily responsible for managing the day-to-day operations of the Community Development Department, as well as other additional related planning assignments and duties, including, but not limited to, training of staff, managing advanced/complex development projects, design review, entitlement processing, plan check, and attendance at public hearings. Interim Director services would be billed at $198.00/hr. which is a fully burdened or "all-inclusive" billing rate. Mr. Masura is available immediately.

Mr. Salvador Lopez Jr. will serve as the main point of contact throughout the on-call current planning contract. He can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, City of Industry, CA 91746; by office phone at (562) 364-7600; by cell phone at (626) 831-1133; or by email at slopez@willdan.com.

Our proposal demonstrates the advantages Willdan's team brings to this on-call contract and how your firm can benefit from having Willdan as an integral part of your team. Willdan is the right firm with the right resources and the right experience to provide on-call planning consulting services to the City of South El Monte. We look forward to the continued opportunity.

Respectfully submitted,

Willdan Engineering

Salvador Lopez Jr.
Director of Planning

EXHIBIT "B"
CITY'S PLANNING MANAGER GUIDELINES

City of South El Monte
PLANNING MANAGER

Definition

Under direction from the Director of Community Development, the Planning Manager will play a leading role in several key areas for the Community Development Department, with a strong emphasis and focus on the City's current planning services. This role includes overseeing day-to-day Planning Division public counter operations and land use entitlements, which may include directly managing complex and sensitive planning assignments. The Planning Manager will bring a depth of technical experience and skills in facilitating all aspects of the planning process and work collaboratively with residents, the business community, and other City Departments and stakeholders. The most successful candidate will have vast knowledge of local, state, and federal laws applicable to planning, zoning, subdivision, and environmental review. This hands-on leadership position will require a strong communicator who is skilled at providing clear direction about departmental objectives, policies, and priorities, while providing excellent internal and external customer service.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the Director of Community Development. Supervision is exercised over Assistant Planner, the Building and Safety Permit Technician, and assigned staff within the Department of Community Development and Public Works.

Essential Duties

Duties may include, but are not limited to, the following:

- Assists in the administration and coordination of overall Planning department activities, projects and programs; develops and implements department policies and procedures.
- Supervises, trains, and leads professional and technical staff engaged in advanced and current City planning and building permit activities including general plan and zoning code maintenance and enforcement, review of proposed developments, and processing of entitlement applications and permits.

- Conducts the most complex assignments, including the preparation, review, and project evaluation of current or advanced planning projects; manages the productivity of permit technician staff; ensures that planning activities are conducted in accordance with Federal and State law, City ordinances, rules, and regulations including the California Environmental Quality Act and Air Quality Management Plan.
- Coordinates the conduct of environmental impact studies, including the preparation of requests for proposal; coordinates project review by other agencies; evaluates conclusions of environmental impact reports and prepares recommendations.
- Prepares reports and documents for City Council and Planning Commission agenda; attends meetings of the City Council and Planning Commission; makes presentations and responds to questions as required; advises the City Council and Planning Commission on zoning and planning matters.
- Reviews, analyzes, coordinates Planning related activities, consults with relevant parties, and prepares reports, conducts research and special studies; coordinates with other City departments involved in the development review process to maintain a high quality of customer service.
- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower-level staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports.
- Represents the City, as assigned, in relations with the community, advisory committees, local, state, and federal agencies, other planning departments, and professional organizations.
- Prepares and monitors the division budget; forecasts funds needed.
- Drafts and writes a variety of reports and documentation, including detailed Risk Management incident reports.
- Performs other duties as assigned.

Minimum Qualifications

Experience:
Four (4) years of increasingly responsible experience in urban planning, including at least two years in a lead capacity and/or supervising professional planners.

Education:
Bachelor’s degree in land-use planning, urban planning, public administration, or a closely related field. A Master’s degree is preferred.

Licenses and Certificates

Possession of a valid Class C California State Driver's License.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Occasionally required to stand or walk.
- Occasionally required to lift and/or move up to 25 pounds.
- Vision abilities required to see close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Sedentary work in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites.
- Occasionally works in outside weather conditions.
- Occasionally exposed to wet and/or humid conditions, or airborne particles.
- Noise level in the work environment is usually quiet in the office, and moderate in the field.

Other Necessary Requirements

Knowledge:

- City Municipal Code, General Plan, Subdivision Map Act.
- Codes and laws related to public safety and enforcement.
- State and Federal regulations and legislation.
- Principles of urban design, planning and zoning laws, land development process.
- Adept in regulation research and interpretation skills.
- Technology systems and applications.

Competencies:

- Project Management – Ensures clear definition of project goal and criteria for success.
- Strategic View – Focuses on the future and where current trends will lead.

- Managing Change – Involves key stakeholder in planning and decision making.
- Process Improvement – Controlling and Improving processes and workflow.
- Organizational Design and Structure – Evaluates alternative organizational designs and selects the one best suited to meeting customer needs.
- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Fiscal Acumen – Spends organizational funds wisely and strategically.
- Managing Performance – Sets and aligns individual performance goals with the goals of the unit and the overall organization.
- Empowering Others – Allocates responsibility to others according to their abilities and opportunities for development.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Innovation – Readily spots and identifies current opportunities for improvement.
- Gathering and Analyzing Data – Organizes, codes, aggregates, and disaggregates data for analysis and produces data that can be trusted.

City Council Agenda Report

Agenda Item No. 7.i.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Jason Espejo, Public Works Analyst

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-096, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND INTER-CON SECURITY SYSTEMS INC FOR PUBLIC SAFETY SERVICES

SUMMARY: On July 17, 2025, the City of South El Monte published a Request for Proposal (RFP) for Public Safety Services and received six proposals. Staff reviewed the proposals and determined that Inter-Con Security Systems Inc. (Inter-Con) provided the best overall value to meet the needs of the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-096, approving the Professional Services Agreement with Inter-Con for Public Safety Services; and
2. Authorize the City Manager or designee to execute the documents incident to that Agreement.

FISCAL/FINANCIAL IMPACT: Fiscal impact is $267,234.24 for two full-time and two-part time public safety officers, (15% Contingency of $34,856.64 included).

DISCUSSION: On July 1, 2025, at a regularly held City Council Meeting, City Staff requested that City Council authorize the issuance of an RFP for Public Safety Services. This request was approved, and on July 17, 2025, the RFP was issued and made available on the City's website.

There were six proposals received, and Staff carefully evaluated each as briefly summarized below:

The scope of service includes providing unarmed Public Safety Officers (PSO's) who will be uniformed, unarmed, non- sworn, and deployed to non-emergency service calls.

The cost of the six proposals is summarized below:

Bidder Name (from low to high)	Hourly Rate	Full Time Rate (2,080 Annual Hours)	Part Time Rate (960 Annual Hours)	Total Annual Cost for 2 Full Time & 2 Part Time PSO's	Breakdown
Securitas Security Services USA, Inc.	$25.56	$53,164.80 (1 Full Time Officer)	$24,537.60 (1 Part Time Officer)	$155,404.80	2 FT PSO's $106,329.60 Annually 2 PT PSO's $49,075.20 Annually
Alltech Industries, Inc.	$36.98	$76,918.40 (1 Full Time Officer)	$35,500.80 (1 Part Time Officer)	$224,838.40	2 FT PSO's $153,836.80 Annually 2 PT PSO's $71,001.60 Annually
Inter-Con Security	$38.22	$79,497.60 (1 Full Time Officer)	$36,691.20 (1 Part Time Officer)	$232,377.60	2 FT PSO's $158,995.20 Annually 2 PT PSO's $73,382.40 Annually
Secural Security Corporation	$38.40	$79,872.00 (1 Full Time Officer)	$36,864.00 (1 Part Time Officer)	$233,472.00	2 FT PSO's $159,744.00 Annually 2 PT PSO's $73728 Annually
Condor Security of America, Inc.	$39.92	$83,033.60 (1 Full Time Officer)	$38,323.20 (1 Part Time Officer)	$242,713.60	2 FT PSO's $166,067.20 Annually 2 PT PSO's $76,646.40 Annually
Willdan Engineering (Willdan)	$52.00	$108,160.00 (1 Full Time Officer)	$49,920.00 (1 Part Time Officer)	$316,160	2 FT PSO's $216,320 Annually 2 PT PSO's $99,840.00 Annually

Although Inter-Con was not the lowest bidder, staff evaluated the scope of services, comparable work experience with other municipalities, years of service, training, technological capabilities, and cost-effectiveness to determine the overall best value.

ATTACHMENT(S):

A. Resolution No. 25-096 - Public Safety Services
B. RFP PSO FINAL 1
C. RFP Addendum 1 PSS

D. RFP Addendum 2 PSS
E. Inter-Con Security Systems - South El Monte
F. Draft PSA Template - Public Safety Services.CAO

ATTACHMENT A

RESOLUTION NO. 25-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, AUTHORIZING THE CITY OF SOUTH EL MONTE TO ENTER INTO AN AGREEMENT WITH INTER-CON SECURITY SYSTEMS, INC. FOR PUBLIC SAFETY SERVICES

WHEREAS, the City of South El Monte ("City") is responsible for providing a high level of public safety to its residents; and

WHEREAS, due to the City's need for supplemental public safety support, on July 17, 2025, the City issued a Request for Proposals ("RFP") for Public Safety Services; and

WHEREAS, six proposals were received and carefully evaluated by City staff; and

WHEREAS, the firm with the best overall proposal that would benefit the City and highest score based on criteria identified in the RFP is Inter-Con Security Systems, Inc. ("Inter-Con"); and

WHEREAS, the annual cost proposed by Inter-Con for public safety services in the amount of $267,234.24.00 (includes a 15% contingency of $34,856.64) is found to be fair and reasonable; and

WHEREAS, the City Council desires to approve the contract award of the RFP to Inter-Con;

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

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

SECTION 2. The City Council hereby approves the contract for public safety services, in the amount of $267,234.24.00, with Inter-Con, a copy of which is attached hereto as Exhibit A.

SECTION 3. The City Council hereby authorizes and directs the City Manager to take all actions necessary to execute and effectuate the Professional Services Agreement on behalf of the City.

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

PASSED, APPROVED AND ADOPTED this 4th day of November 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. 25-096, 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 4th day of November 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

REQUEST FOR PROPOSAL

Public Safety Services

CITY OF SOUTH EL MONTE
Public Works Department
1415 North Santa Anita Avenue
South El Monte, CA 91733

July 17, 2025

Submittal Deadline: 5:00 P.M. August 18, 2025

Contact:
Gerardo Marquez, Interim Director of Community Development
Email: gmarquez@soelmonte.org

CITY OF SOUTH EL MONTE, CALIFORNIA

REQUEST FOR PROPOSAL (RFP)
Public Safety Services

Firms wishing to be considered responsive to this RFP, must submit three (3) hard copies, and one (1) electronic PDF copy (saved on a flash drive) of their proposal in a sealed envelope no later than August 18, 2025, at 5:00 p.m. The envelope should be clearly marked as shown below:

Proposal for Public Safety Services
Attention:
Gerardo Marquez, Interim Director of Community Development
c/o Office of the City Clerk,
1415 Sana Anita Road
South El Monte, California 91733

Submit Questions to:

Gerardo Marquez, Interim Director of Community Development
gmarquez@soelmonte.org

1. LATE OR INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED.

The proposal must include all requirements listed under "Scope of Services" and "Proposal Requirements and Other Information". This RFP contains additional information regarding the evaluation process, general terms and conditions, and the City's template for professional services agreements under "Attachment D". and City staff is available to respond to questions. To facilitate proposal development, the job bulletin has been provided under "Attachment A".

2. SCOPE OF SERVICES SUMMARY: The City of South El Monte is requesting proposals from qualified professional firms to provide the City with unarmed Public Safety Officer services, seven days a week. PSOs will be uniformed, unarmed, non-sworn personnel deployed to non-emergency and low-priority service calls.

3. SCOPE OF SERVICES

The City seeks proposals to provide unarmed Public Safety Officer services for 10-hour shifts, seven days a week. PSOs will be uniformed, unarmed, non-sworn personnel deployed to non-emergency and low-priority service calls.

Services Include:

- Enforce parking ordinances and street sweeping violations
- Patrol residential, commercial, park and city facilities
- Tag and coordinate with LASD for removal of abandoned vehicles
- Provide crowd control for city events and traffic control involving vehicles
- Assist with code compliance and nuisance violations
- Respond to citizen complaints regarding public safety and code issues

Core Duties:

- Enforce parking and vehicle abatement laws
- Issue citations and warnings for parking and street violations
- Post temporary signage and support public events logistics
- Observe and report criminal or suspicious activity
- Serve as liaison to LASD and City departments for safety concerns
- Maintain detailed records and reports of daily activities

4. OPERATIONS OVERVIEW

Public Safety Officer (PSO) Operations:

- Daily deployment in 10-hour shifts, seven days/week
- Background-checked and trained by vendor in accordance with City requirements
- Dispatched via City coordination
- Equipped with City-approved uniforms, vehicles, radios, and mobile data computers
- Shall not arrest, conduct vehicle stops, or issue criminal citations

Event & Community Support:

- Provide assistance for City events (parades, fairs, ceremonies)
- Coordinate with Code Enforcement for inspections and compliance

5. PERSONNEL & TRAINING REQUIREMENTS

- All PSOs must pass a civilian background investigation approved by the City
- Vendor must perform their own background check prior to hiring
- PSOs must be physically capable of all duties with or without reasonable accommodation
- City reserves the right to remove/replace any personnel
- Required ongoing training topics:
    - Parking enforcement and citation procedures
    - Conflict Resolution and De-escalation
    - Report Writing
    - Narcan Administration
    - First Aid and Mental Health Response
    - Local municipal code enforcement

6. EQUIPMENT REQUIREMENTS

The vendor must provide the following:

- City-approved patrol vehicles (clean, operational, branded)
- Radios, mobile data computers, phones
- Narcan nasal spray, flashlights, uniforms (weather-appropriate)
- Lockers for personnel storage

All branding on uniforms and vehicles must be approved by the City.

7. REPORTING REQUIREMENTS

Vendor must provide an electronic reporting system with the following capabilities:

- Hourly logs of areas patrolled and public interactions
- Incident reports, actions taken, and agency notifications
- Historical and real-time data access
- Mapping and location-specific tracking
- Monthly reports to City's Public Safety Division
- Semi-annual and annual reports to City Council
- Custom reports upon request

8. COMMUNICATION AND OVERSIGHT

- Provide a dedicated management contact for daily coordination
- Immediate reporting of significant incidents
- Monthly public safety coordination meetings with City staff
- Annual performance review with City
- No unauthorized billing over contract amount without prior written approval

9. SHIFT AND SCHEDULING STANDARDS

- Ensure complete shift coverage with backup personnel
- Log shift start/end times and complete required reports
- Brief incoming shifts on prior issues
- No billing for unstaffed hours
- Maintain schedule flexibility for City needs

10. ADDITIONAL DUTIES

During all shifts, PSOs will:

- Deter illegal activity and report suspicious behavior
- Maintain courteous, professional demeanor
- Address unhoused individuals in coordination with City and LASD
- Tag and report abandoned property in public areas
- Educate public on safety, participate in community programs
- Support City departments in enforcement of quality-of-life ordinances
- Serve as visible, accessible presence in community spaces
- Provide non-injury accident response and support traffic control
- Inspect for yard sale permits, unauthorized signage, and vendor compliance

11. SUBMISSION REQUIREMENTS

Proposals must demonstrate:

- Vendor qualifications and past experience with similar services
- Staffing and training approach
- Equipment provision and maintenance plan
- Sample reporting capabilities
- Cost structure and proposed pricing

12. RESERVATION OF RIGHTS

The City reserves the right to:

- Modify staffing levels and hours
- Amend scope based on operational needs
- Select vendor based on overall value, not just price
- Terminate or reassign services based on City performance evaluations

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation is for professional services and award of a professional services contract may be made to the most qualified firm who will best serve the City's interests taking into account the demonstrated competence and professional qualifications for the scope of services to be provided and at fair and reasonable price to the City.

The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of South El Monte in accordance with the standard Professional Services Agreement (see Attachment D). Requested changes to the Professional Services Agreement must be

identified in the proposal but may not be approved.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

Evaluation and Award Schedule

The following is a tentative schedule of the RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

RFP Published	July 17, 2025
Proposals Due	August 18, 2025
Anticipated Consultant Selection:	September 2025

CONSULTANT SELECTION METHODOLOGY

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

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	15
Understanding of scope and approach to perform tasks efficiently.	25
Experience and Qualifications of Key Staff.	25
Ability to provide cost effective resources to perform duties assigned	35
Total Points	100

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

The City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At the City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected consultants and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

GENERAL TERMS AND CONDITIONS

The City of South El Monte shall not, in any event, be liable for any pre-contractual expenses incurred

by the consultant. Pre-contractual expenses are defined as expenses incurred by the consultant in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by consultant prior to the date of the executed agreement.

The City of South El Monte reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any consultant responding to this RFP.

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents and other products used or developed during the course of facilitating the services will remain the property of the City.

Rejection of Proposals: The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

Proposal Validity Period: Submission of a proposal will signify the consultant's agreement that the proposal, and contents thereof, are valid for 120 days following the submission of the proposal.

News Releases: News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name and shield shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

Closing: The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Services, schedule and fees with the Consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Services with a corresponding reduction or increase in the fee. Staff shall present its recommendation to the City Council and is subject to its approval.

CITY OF SOUTH EL MONTE

PUBLIC SAFETY OFFICER (PART-TIME)

Definition
Under direction from the Code Enforcement and Public Safety Supervisor, patrols and enforces the City of South El Monte's street ordinances, parking regulations and code compliance requirements; identifies violations and conducts vehicle abatement; responds to resident requests and complaints; provides traffic and crowd control in the event of accidents; performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED
Supervision is received from the Code Enforcement and Public Safety Supervisor. Supervision is not exercised by this classification.

ESSENTIAL DUTIES:

- Duties may include, but are not limited to the following:
- Enforces parking ordinances; patrols residential, commercial areas, parks and makes checks in response to residents' request; issues citations for violations of parking and stationary traffic violations; tags abandoned vehicles for impound.
- Identifies violations of parking laws including those which pertain to time parking zones, handicapped zones, yellow zones for loading, and other special parking zones; responds to public complaints of abandoned vehicles; administers street sweeping regulations and scheduled activities; issues citations of vehicles violating street sweeping parking violations.
- Coordinates special Public Safety Division functions and safety activities with the Los Angeles County Sheriff and Fire Departments; reports suspicious activity, code violations, and other safety issues to appropriate personnel; assesses status of abandoned vehicles and determines if vehicle should be towed.
- Provides traffic/crowd control for accidents, parades and other special events including non-injury accident investigation; assists with traffic control when there are accidents or other incidents in need; inspects yard sales for required permits.
- Serves as liaison between the community, the City's Public Safety Division and the Sheriff's Department for crime prevention programs.
- Contacts vehicle owners and sends warning notices for vehicle removal; follows-up on abandoned vehicle status; provides information on parking laws to citizens; posts temporary no parking signs for construction, and/or filming.
- Maintains parking citation logs; prepares related written and oral reports as needed sends copies of citations to collection agency.
- Identifies and reports traffic control problems and parking signs in need of repair removes unauthorized signs and banners; informs vendors and peddlers to leave restricted areas.
- Performs related duties as assigned.

JOB QUALIFICATIONS

Knowledge:

- City geography
- Applicable local and county codes, regulations and ordinances governing parking within the City limits Vehicle abatement procedures

Competencies:

- Professional/Technical expertise – Is comprehensively knowledgeable of the most current information, theories, techniques, practices, and procedures of the field.
- Legal and Regulatory Navigation – Beyond the technical expertise of the profession, also knows and stays current on the relevant laws and regulations that pertain to the job.
- Action and Result Focus – Stays clear and focused on what is expected or needs to be accomplished.
- Teamwork – Understands one's role on the team and does whatever is needed to make the team a success. Customer Focus – Explores options and pursues solutions until customers are satisfied.
- Oral Communication – Shows attention through verbal and non-verbal cues (e.g., eye contact, smiling, nodding, body orientation).
- Writing – Uses correct vocabulary, grammar, sentence structure, spelling, and punctuation. Informing
- Attention to detail – Shows a high level of care and thoroughness in handling the details of the job. Adaptability – Adjusts quickly to changes in assignments and priorities.
- Safety Focus – Putting safety first for self and others.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Integrity and Ethics – Takes responsibility for his/her actions.
- Using Technology – Proficient with equipment and computer applications used on the job. Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Gathering and Analyzing Data – Identifies information needed to understand or address an issue.
- Critical Thinking and Problem Solving – Breaks down problems into components and recognizes interrelationships.
- Self-Management – Knows and adheres to policies and procedures.

Minimum Qualifications

Experience:
Two (2) years of experience with public contact, parking enforcement and traffic control.

Education:
High school diploma or equivalent. Associate's degree or higher in administration of justice or public administration is preferred.

Licenses and Certificates:

- Possession of a valid California driver's license and a satisfactory driving record. Post Certificate 8.32 (citation authority class) is preferred.
- May be required to obtain a certification of first aid and CPR training within six (6) months of employment.
- Successful completion of the Powers of Arrest course, which satisfies PC Section 832 (a) of the California Penal Code within six (6) months of employment is preferred.

Additional Requirements

PHYSICAL DEMANDS AND WORKING CONDITIONS
The physical demands and working conditions described here are representative of those that

must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Required to stand, sit, walk, talk, hear and to use hands to finger, grasp and perform repetitive motions. Occasionally lift up to 25 pounds.
- Vision abilities required by these positions are those required to operate City vehicles in patrol operations.
- Repetitive tasks performed for extended periods of time requiring standing, sitting, walking, kneeling, crouching, stooping, and bending; pushing, pulling, and reaching overhead and above shoulders.
- Lift and move up to 50 pounds with assistance.

Working Conditions:

- Work performed at both inside and outside environments.
- Possible exposure to inclement weather conditions including wet and/or humid conditions, heat, fumes, or airborne particles.
- Noise level is occasionally loud in field settings.
- Drive a vehicle to perform City business.

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

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

_____
(Authorized Signature)

_____
(Name of Company/Position)

Sworn to and subscribed before me this day _____of _____,20__.

_____
Notary Public for California
My Commission Expires: _____

ATTACHMENT C

CLAIMS HISTORY

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

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

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.

- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.

- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.

- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).

- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than $100,000.00.

- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).

- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).

- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

ATTACHMENT D

PROFESSIONAL SERVICES CONTRACT TEMPLATE

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____day of _____, 2025 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and _____("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $50,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 1 year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ____additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Rene Salas, City Manager

ATTEST:

_____
Adrian Garcia, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address: _____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

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

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

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

EXHIBIT "E"

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐AUTOMOBILE LIABILITY ☐GENERAL LIABILITY ☐PRODUCTS/COMPLETED OPERATIONS ☐BLANKET CONTRACTUAL ☐Consultant'S PROTECTIVE ☐PERSONAL INJURY ☐EXCESS LIABILITY ☐WORKERS' COMPENSATION ☐					

It is hereby understood and agreed that the City of South El Monte, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of South El Monte and the named insured is covered under the policy: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of South El Monte

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE:_____ BY:

_____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

RM02.DOC REVISED 10/14/96.

CITY OF SOUTH EL MONTE, CALIFORNIA

ADDENDUM #1

BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for

Public Safety Services

Date Issued: July 17, 2025

Addendum for: PUBLIC SAFETY SERVICES RFP

Addendum No.: 1

Addendum Date: AUGUST 14, 2025

Issued by: City of South El Monte

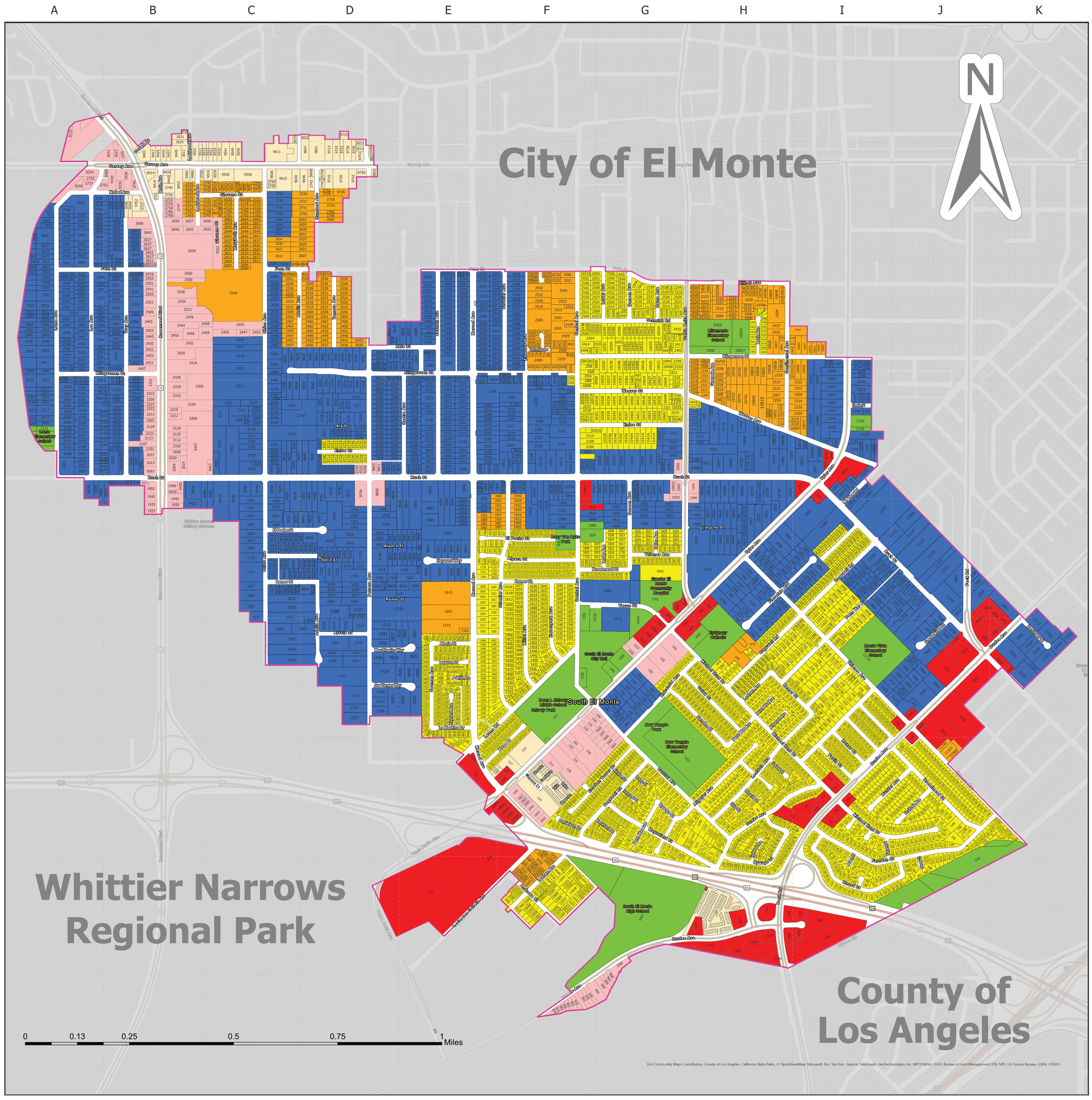
Addendum 1 revises the bid due date. The bids are due at **5:00 PM on September 2, 2025**.

This addendum provides clarifications based on questions asked:

Clarifications:
1. City will provide patrol vehicles.
2. City will provide communication equipment
3. Scheduling will be determined by supervising City staff.
4. Proposals should provide for four (4) full-time Public Safety Officers (160 Hours/per week)

ATTACHMENT:
-MAP OF CITY OF SOUTH EL MONTE

Issued by City of South El Monte



City of South El Monte

Zoning

- R-1 (Single Family Residential)
- R-3 (Multi Family Residential)
- C-R (Commercial Residential)
- C (Commercial)
- C-M (Commercial Manufacturing)
- M (Manufacturing)
- P-F (Public Facilities)
- City Boundary
- Out of City

Street Index

Abraham Dr	G7
Adelia Av	D1-D6
Adelita Ln	E6
Adson Pl	I8
Alesia St	D6-E6
Allgeyer Av	G8-H7
Al's Dr	D4
Alpaca St	C5-F5
Andrews St	F8
Arcy La	F7
Backford St	F7-G8
Barringer St	K6
Belcroft Av	I6-I7
Broadmead St	F5-J8
Bruin Av	B1-B2
Bunker Av	I8-J7
Burkett Rd	J7-J8
Byways St	G7-H8
Central Av	F2-H8
Chico Av	C1-C6
Cogswell Rd	F8-I5
Continental Av	H3-H4
Cortada St	B1
Danielson Dr	F8
Delco Av	G2, G5
Doreen Av	G2, G5
Durfee Av	F9-K5
Edwards Av	F2-F4
Elliott St	G2-H2
El Poche St	C5-H5
Enloe St	D4-E4
Estaban Torres Dr	F7-G7
Factorial Way	D3-D4
Farmer Av	F8
Farndon St	G6-J8
Fawcett Av	F7
Fern St	A2-G2
Fineview St	I3
Floradale Av	H6-I5
Fruitvale Av	J7
Frank Stiles St	J6
Galax St	G6-H7
Garvey Av	A1-D1
Giovane St	C1
Granada Av	H2-H3
Gomez Palacio Dr	F8-G8
Haig St	H7
Haymond St	G7
Hayword Way	E5
Havenpark Av	F5-F6
Holtwood Av	H8
Humbert Av	D1-D2
Joe Vargas Way	D6-E6
Kale Av	D3-E3
Kayann Pl	I8
Kayford Av	E6-E7
Klingerman St	A3-I3
La Madrina Dr	E7
Lashbrook Av	C1-C2
Lawton St	E6
Leafdale Av	H7-I6
Lee Av	A1-A4
Lerma Rd	E7-F6
Lexham Av	F8
Lexington-Gallatin Rd	E9-F8
Lidcombe Av	G6-G7
Linard St	I8-H7
Linn Av	E3
Loma Av	A2-A4
Lorin Av	H3
Luder Av	G2-G5
Mable Av	A1-B1
Mapelfield St	G7-H8
Marybeth Av	C1-C2
Max Shapiro Way	D6-E6
Maxson Rd	I6-I7
Merced Av	E2-E7
Michael Hunt Dr	G6-J8
Millet Av	F5-F6
Mountain View Rd	I4
Parlin St	I7
Paulson Av	H2-H3
Peck Rd	H9-J5
Penn Mar Av	H7-I5
Potrero Av	D1-D6
Remer St	C5-F5
Rosemead Blvd	B1-B4
Rush St	A4-K6
Santa Anita Av	E7-G2
Saster Av	E3-E4
Schmidt Rd	F3-H3
Seaman Av	E2-E7
Show Ct	J8
Springwood St	I7
Strozier Av	F1-F6
Temora Av	D2-D3
Thienes Av	G5-J7
Troy Av	B2-B4
Tyler Av	H5-I3
Vacco St	F5-G6
Weaver St	F3-I4

CITY OF SOUTH EL MONTE, CALIFORNIA

ADDENDUM #2

BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for

Public Safety Services

Date Issued: July 17, 2025

Addendum for: PUBLIC SAFETY SERVICES RFP

Addendum No.: 2

Addendum Date: AUGUST 18, 2025

Issued by: City of South El Monte

No Change to due date. The bids are due at **5:00 PM on September 2, 2025**.

Addendum 2
Clarification:

1. Narcan nasal spray equipment requirement has been removed

Issued by City of South El Monte

IC INTER-CON SECURITY

PROPOSAL
CITY OF SOUTH EL MONTE PUBLIC WORKS DEPARTMENT

Request for Proposal

PUBLIC SAFETY SERVICES

Proposed By

INTER-CON SECURITY

Address

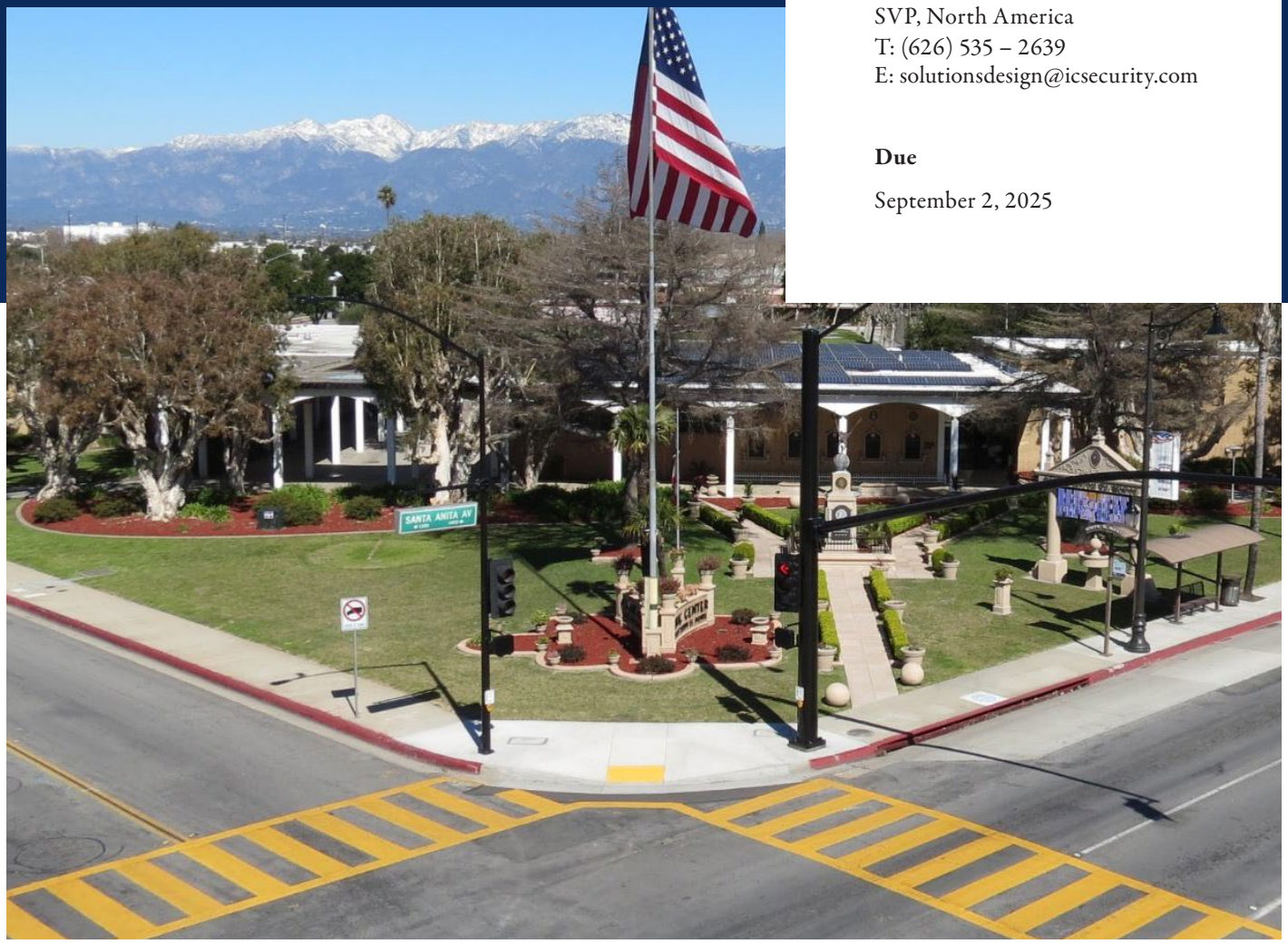
210 S De Lacey Avenue
Pasadena, CA 91105

Contact

John H. Campbell, CPP
SVP, North America
T: (626) 535 – 2639
E: solutionsdesign@icsecurity.com

Due

September 2, 2025



ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am Chief Strategy Officer (title) Inter-Con Security Systems, Inc. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

5) Inter-Con Security Systems, Inc. (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)

Inter-Security Systems Inc. / Chief Strategy Officer
(Name of Company/Position)

Sworn to and subscribed before me this day 22nd of August ,2025.

Notary Public for California

My Commission Expires: May 6, 2027

NICOLE ORELLANA
Notary Public - California
Los Angeles County
Commission # 2445732
My Comm. Expires May 6, 2027

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 22nd (Date) day of August (Month), 20 25 (Year), by

(1) Kevin Hernandez

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NICOLE ORELLANA
Notary Public - California
Los Angeles County
Commission # 2445732
My Comm. Expires May 6, 2027

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Non-Collusion

Document Date: Aug. 22nd 2025 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

©2019 National Notary Association

September 2, 2025

Mr. Gerardo Marquez
Interim Director of Community Development
City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, CA 91733

INTER-CON SECURITY

210 South De Lacey Ave.
Pasadena, CA 91105

PPO License #: 6822

Phone: 626.535.2200
Fax: 626.685.9120

inquiries@icsecurity.com

Subject: RFP: Public Safety Services

Dear Mr. Marquez,

Inter-Con Security is pleased to submit this proposal for your consideration. In 1973, my grandparents founded Inter-Con Security with their life savings and a vision to redefine security services by setting higher standards for quality, reliability, and client focus. Over fifty years later, and still 100% family-owned, Inter-Con has grown into a **$1.2B+ global security provider**, employing 37,000+ professionals around the world. Unlike our volume-focused competitors, **we specialize in delivering high-quality, customized, and cost-efficient security solutions** for sophisticated clientele who demand more than mass guard services.

Inter-Con's dedication to excellence has earned global recognition, including: being recognized as Best in Business for the security industry; as one of the fastest growing companies in America; and recently being named as a finalist in every major category of the Outstanding Security Performance Awards (OSPAs), including for Security Company of the Year. These honors reflect our industry leadership and unwavering focus on providing best-in-class service.

Our portfolio spans small local government agencies to large complex municipalities nationwide. Current clients include agencies such as the Cities of Montebello, Azusa, and Pasadena, as well as San Bernardino County, and San Diego County. Each year, we deliver millions of service hours, carrying out tasks such as patrolling residential neighborhoods, commercial districts, city parks, and municipal facilities. Our services mirror the City's requirements as listed in your RFP to include parking enforcement, observation and reporting, traffic and crowd control at community events, abandoned vehicle tagging, and support for code and nuisance violations

Drawing on decades of experience supporting municipal governments, we provide reliable, responsive, and results-driven security. Our Public Safety Officers will be assigned exclusively to your facilities and community spaces, deployed to non-emergency and low-priority calls, and will serve as a visible, approachable presence while acting as liaisons with LASD and other City departments. In addition, they will be provided with specialized training in parking enforcement, de-escalation, and report writing, along with a robust compliance infrastructure. Together, these capabilities guarantee 100% staffing on Day 1, exceptional Officer retention, and seamless regulatory compliance.

As the largest minority-owned security provider (MBE) in the U.S. and the 4th largest security company in North America, we are proud of the diverse team that drives our success. At Inter-Con, success is measured by the trust we earn, the people we empower, and the difference we make—wherever security matters.

Respectfully,

Enrique Hernandez III
President and Chief Executive Officer



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Executive Summary

"I find that Inter-Con has a very high level of integrity and professionalism. I have received numerous compliments from County Staff with statements such as "sharp looking, professional, respectful, alert, engaged, and highly skilled.""

Dorothy Elmore
Multnomah County

As a recognized leader in the security industry, Inter-Con has more than **five decades of experience** designing and delivering customized security and risk management programs. This experience includes building security programs for various federal agencies, state and local governments, Fortune 50 companies, international non-profits, as well as some of the largest providers of critical infrastructure in the country.

Since our founding in 1973, we have grown to become the **fourth largest security provider in North America,** employing tens of thousands of security professionals and delivering over $1.2+ billion in security services annually. Inter-Con distinguishes itself by providing **fully customized solutions** that align with each client's needs, combined with a commitment to continuously evolve our programs as operational demands change.

Our approach is unique in the industry. Unlike other security providers, we employ a **dedicated service model** in which resources would be assigned exclusively to the City, ensuring focus and accountability without being shared across other programs. We believe that this approach is what allows us to maintain **industry leading staffing rates (over 99.8% across our domestic portfolio) while at the same time ensuring that our Security Officers are better trained and better prepared than their counterparts.** As a complement to this dedicated model, we also utilize proprietary, cutting-edge technology. This technology would strengthen the City's incident management and workplace violence tracking systems, supporting ongoing compliance while giving the City clear, real-time visibility into your security program.

We are pleased to present this Proposal, which we have designed specifically to meet the distinct requirements of the City's Scope of Work. The following highlights showcase the value we believe we can bring as a strategic partner to the City.

1. **Proven Quality and Municipal Security Expertise at Scale** – Inter-Con currently delivers millions of annual service hours across municipal facilities, airports, and government complexes, with a consistent record of meeting staffing, compliance, and performance requirements. **We maintain 100% contractual compliance on similar large-scale programs and will bring the same standards to the City.**
2. **A Responsive and Scalable Partner –** We understand Stanislaus City's need for immediate scalability, including contingent emergency staffing and rapid adaptation to evolving departmental requirements. Our operational model ensures the City can request and receive additional Security Officers without disruption to ongoing services. This proven surge capacity enables seamless coverage for new sites, special events, and urgent requests while maintaining the highest standards of service across all City facilities.
3. **Mission-Aligned Leadership and Employee Focus** – We care deeply about our employees, and we maintain a dedicated People Operations Department

whose sole objective is to drive positive morale among our Officers and improve retention. We invest in continuous professional development through pre-assignment and recurrent training, mentorship, and career advancement opportunities. Our leadership maintains an open-door policy and regular site visits to ensure Officers feel supported, heard, and equipped to excel in their roles. This commitment to our personnel results in high retention rates, continuity of service, and Officers who are engaged, motivated, and aligned with the City's mission for safe and secure operations.

PROVEN QUALITY AT SCALE

As noted above, we currently deliver millions of annual service hours across the United States and employ thousands of security professionals across municipal facilities, airports, City government complexes, libraries, behavioral health centers, and other public-sector environments.

Our clients in this sector include, among others, the City of Montebello, City of Pasadena, and the City of Azusa among many others. In addition, Inter-Con was recently selected as the successful bidder for several large-scale City and municipal security programs, reinforcing our position as a premier security provider to complex, multi-site public-sector operations. We believe that our existing City and municipal portfolio reflects the high degree of trust and confidence that leading public-sector institutions, including those that demand the highest levels of service, safety, and regulatory compliance place in us.

ROBUST TRAINING & DEVELOPMENT PROGRAM

Inter-Con's Training and Development Program equips Security Officers with the skills and judgment needed to serve City employees and community members with professionalism, courtesy, and care. Our approach combines technical training with an emphasis on customer service, cultural awareness, and community engagement. Officers complete both initial and ongoing training that covers patrolling residential neighborhoods, commercial districts, city parks, and other municipal facilities. Officers also receive specialized instruction in conflict management, de-escalation, emergency response, and site-specific City requirements. This ensures that every Security Officer is not only fully compliant with federal, state, and local regulations, but also prepared to foster a safe, welcoming environment for all who interact with the City's services.

PROVEN IMPLEMENTATION & RETENTION EXPERTISE

Inter-Con is the industry leader in executing seamless transitions for high-requirement security programs. **Over the past 12 months alone, we have successfully transitioned 42 new programs, encompassing thousands of Officers and hundreds of thousands of weekly service hours**. Many of these transitions involved overcoming severe understaffing by prior vendors and/or the rapid deployment of multiple new locations simultaneously.

Our disciplined, risk-mitigated approach emphasizes early stakeholder engagement, fully transparent communication, and the strategic retention of high-performing incumbent personnel to preserve institutional knowledge and foster continuity. Our transitions are supported by robust supervisory structures, comprehensive security assessments, and performance monitoring tools that ensure accountability and real-time oversight from the outset.

TECHNOLOGY AS A FORCE MULTIPLIER

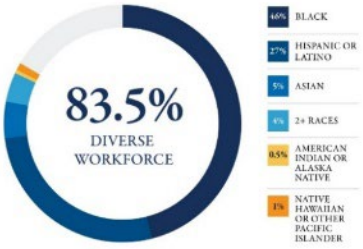
Inter-Con is also at the forefront of security innovation, and we utilize our propriety technology to drive continuous improvement and transparency on the security programs we manage. Inter-Con's commitment to innovation is further validated by our U.S. Department of Homeland Security SAFETY Act Designation, recognizing the effectiveness of our technology suite in mitigating security risks.

Through **IC Labs**, our in-house technology subsidiary launched in 2019 and staffed by Silicon Valley experts, we developed **IConIQ, a proprietary security workforce management platform**. For the City's Security Services Program, IConIQ offers real-time oversight, AI-powered scheduling, biometric-based invoicing, and 2-minute micro-training modules at the start of each shift. This platform would enable full visibility into Officer activity, compliance, and qualifications across all, driving operational efficiency and cost transparency. Our integrated tools and daily wellness outreach also support retention and performance efforts, yielding a 33% improvement in Officer retention across recent deployments.

IC Labs

A Force Multiplier

Unique to the security industry, our wholly owned subsidiary is solely focused on delivering enhanced value to the City through the design, implementation, and management of innovative technologies that are 100% customized to each facility's unique operational needs.





100% FAMILY-OWNED MINORITY BUSINESS ENTERPRISE

Since our founding in 1973, **Inter-Con has operated under the same name, ownership, and steadfast commitment** to delivering high-quality, mission-driven security services. As a 100% family-owned and operated business, we have grown organically, without mergers or acquisitions, to become the fourth-largest security company in North America. We are especially proud to be a 100% Hispanic- and family-owned certified Minority Business Enterprise (MBE), with a workforce that reflects the communities we serve. Today, **83.5% of our employees** and **100% of our Board of Directors** identify as diverse and/or female, and **over 30% of our workforce is female**. Our diversity is achieved through non-discriminatory hiring practices that consider all applicants regardless of their background ensuring our teams reflect the communities we protect.

CONCLUSION

Inter-Con is uniquely positioned to deliver not only a superior security program, but also a trusted partnership that evolves with the City's needs. With extensive municipal experience, proven operational excellence, and a technology-forward approach, we are ready to support every City facility with integrity, responsiveness, and care. We welcome the opportunity to demonstrate how our solution would deliver measurable value, elevate the security experience for the City, and protect the people and communities you serve.

Approach to Scope of Services



Inter-Con fully understands the City of South El Monte's Scope of Work and the critical need for reliable, unarmed Public Safety Officer services across the entire City, including municipal facilities, parks, parking areas, and public spaces. We also recognize that the City requires a partner who **can ensure continuous coverage, provide well-trained Officers for non-emergency calls, enforce parking and code ordinances, as well as maintain a visible community presence**.



As one of the largest security contractors in North America, and the largest certified MBE in the industry, Inter-Con is uniquely positioned to provide these services. Our proven experience of providing similar unarmed Public Safety Officer programs for municipalities and federal agencies ensures we can deliver a professional, community-focused approach, backed by advanced reporting technology, consistent staffing, and scalable resources.

PROJECT METHODOLOGY & WORK PLAN

Inter-Con's Project Methodology developed for the City's public safety program is tailored to meet the operational, staffing, and reporting requirements specified in the scope of services. We are proposing a three-phased approach which relies on proven performance with current clients, particularly in environments characterized by high community visibility needs, continuous coverage requirements, and the demand for professional yet approachable Officers trained in ordinance enforcement and customer service.

Figure 1: Three Phased Approach to Account Management

Phase	1	Project Initiation	Program Transition with a focus on uninterrupted coverage, including the Recruiting and Screening of qualified security personnel. *This phase ensures Officers are selected for both professional competence and their ability to engage with the community effectively.*
	2	Project Execution	Development of a detailed Staffing Plan, comprehensive Training and Development of the City's Public Safety Officer force (emphasizing de-escalation, ordinance enforcement, and customer service), and procurement of necessary uniforms and equipment. *This phase ensures officers are properly prepared and equipped to deliver visible, reliable service across City facilities, parks, parking areas, and public spaces.*
	3	Project Maintenance	Selection of Key Performance Indicators (KPIs) and deployment of the Total Quality Management Program for the City's Public Safety Services, including Employee Retention and Recognition initiatives.

This phase maintains accountability through advanced reporting systems, ensures long-term staffing consistency, and delivers continuous improvements aligned with City expectations.

This lifecycle-based methodology **ensures operational readiness on Day One, consistent service delivery throughout the contract term**, and proactive performance improvement aligned with the City's evolving needs.

PHASE 1: PROJECT INITIATION



STEP 1 – GUARD FORCE TRANSITION

Inter-Con brings five decades of experience managing large-scale contract transitions across complex, multi-site environments to this solicitation. This experience has shaped a well-honed, reputable process built on defined milestones dedicated transition staffing and ongoing client collaboration. Our approach involves meticulously delineating tasks, assigning dedicated team members, defining clear milestones, and closely monitoring weekly progress, all aimed at ensuring minimal disruption to the City's public safety operations. These steps would be custom-tailored to meet the City's unique needs and site-specific requirements.

TRANSITION TEAM

Inter-Con's Transition Team includes cross-functional experts from Operations, Technology, Human Resources, Talent Acquisition, and Contract Administration, each selected for their expertise in standing up large-scale, multi-site contracts. This team collaborates closely to ensure a seamless transition by leveraging institutional knowledge and proven best practices to address all aspects of project mobilization. We have included a short bio on some of the key individuals below.

Ms. Mariana Alverez | Operations Manager | Ms. Alverez would ensure strategic alignment between both the City and Inter-Con. She would be responsible for overseeing a successful account transition as the City's Chief Transition Officer, and for representing Inter-Con's Executive Team during quarterly business reviews and expediting any requests the City may require.

Mr. Brian Faulkner | Chief Information Officer: Mr. Faulkner would function as City's Technology Interfacing Officer. After transitioning, Mr. Faulkner would propose approved improvements to the City's guard tour system and other security augmentation technologies throughout the lifetime of the contract. Mr. Faulkner would ensure the smooth operation of Inter-Con's services and continually seek to provide the City with new and innovative security programs and technologies.

Mr. David Oken | Executive Vice President, Global Talent: During the transition period, Mr. Oken would use his expertise in personnel screening and recruiting to build a dynamic team for the City. His expertly led team would be responsible for review of incumbent personnel, new candidate recruitment, and screening efforts.

Figure 2: Key Members of Inter-Con's Transition Team

Team Member	Key Responsibilities
Ms. Mariana Alverez Operations Manager Role: Chief Transition Officer	• Aligns Inter-Con transition strategy with all City goals • Oversees all mobilization deliverables • Expedites requests from the City's Account Manager
Brian Faulkner Chief Information Officer Role: Technology Interfacing Officer	• Leads integration of guard tour and security tech • Proposes system enhancements and innovations • Oversees data/reporting tools for continuous improvement
David Oken EVP, Global Talent Role: Transition Manager	• Oversees incumbent review and new recruiting • Ensures candidate compliance with screening criteria • Manages Talent Acquisition team for staffing alignment

TRANSITION TIMELINE

Inter-Con would initiate the transition immediately upon contract award. Members of Inter-Con's Transition Team and the City assigned Account Manager (Account Manager) would meet with the City to align on goals, address any known gaps, confirm timeline milestones, and formalize the transition plan. Inter-Con understands the critical, high-visibility nature of transitions and **commits to a full operational handoff within 30 days**. Our Account Management Team would be directly involved in the transition, including having on-site presence at City facilities.

Figure 3: Graphic Timeline of City Transition Activities

ID	Tasks	Duration	30 Day Transition
			10 | 20 | 30
1	Activate Transition Team	1 Day	
2	Notify & Activate Key Personnel	1 Day	
3	Hold Post-Award Conference	1 Day	
4	Conduct Initial Transition Team Meeting	1 Day	
5	Submit Licenses, Permits and Insurance	2 Days	
6	Submit Job Descriptions & Recruiting Profiles	10 Days	
7	Brief Incumbent Personnel	3 Days	
8	Screen Incumbent Personnel	15 Days	
9	Recruit & Screen New Applicants	30 Days	
10	Submit Approved Application Packages & Hire Personnel	10 Days	
11	Acquire Required Equipment and Software	20 Days	
12	Hold Weekly Meetings	30 Days	

ID	Tasks	Duration	30 Day Transition
			10 | 20 | 30
13	Review Existing Operational Processes	15 Days	
14	Conduct Initial Security Threat Assessments for Assigned Locations | Review Existing Posts, Procedures, Deliverables, Data & Regulations	10 Days	
15	Submit Final Transition, QC & Contingency Plans	15 Days	
16	Secure Approval for Training Programs	10 Days	
17	Review Incumbent Personnel Information	10 Days	
18	Conduct On-boarding Training for New Personnel	30 Days	
19	Inventory City-Furnished Property	10 Days	
20	Inventory Inter-Con Furnished Property	10 Days	
21	Implement all Software Tools/Updates	20 Days	
22	Issue Uniforms & Equipment	30 Days	
23	Hold Final Transition Meetings	5 Days	
24	Commence Operations	2 Days	
25	Monitor & Review Transition Activities	30 Days	

Figure 4: Inter-Con's 25-Step of Transition Activities

Step	Transition Activity Details
1	**Activate Transition Team:** Inter-Con will assemble and brief the Transition Team, as well as on-call support from corporate management. **Required Resources:** City = N/A, Outgoing Provider = N/A, Other Party = N/A
2	**Notify and Activate Key Personnel:** Upon receipt of the notice of award, Inter-Con management notifies key management personnel and any approved suppliers. **Required Resources:** City = N/A, Outgoing Provider = N/A, Other Party = N/A
3	**Hold Post-Award Conference:** Inter-Con will meet with City representatives to discuss specific Transition Plan items. **Required Resources:** City = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
4	**Conduct Initial Transition Team Meeting:** Upon receipt of the notice of award, the Inter-Con team conducts initial meetings with City representatives to discuss the transition approach and timeline, and incumbent personnel outreach activity. **Required Resources:** City = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
5	**Submit Licenses, Permits and Insurance:** Inter-Con management submits to the City valid documentation and licenses as requested. **Required Resources:** City = N/A, Outgoing Provider = N/A, Other Party = N/A
6	**Submit Job Descriptions & Recruiting Profiles:** Based on feedback from the City, Inter-Con will develop and submit for approval job descriptions and recruiting profiles for all positions. **Required Resources:** City = Key Stakeholders and City's personnel preferences, Outgoing Provider = N/A, Other Party = N/A
7	**Brief Incumbent Personnel:** Inter-Con explains new contract and any relevant changes to current personnel and will encourage them to remain with Inter-Con. **Required Resources:** City = Space onsite to meet with incumbent personnel, Outgoing Provider = Unfettered access to incumbent personnel, Other Party = N/A
8	**Screen Incumbent Personnel:** Inter-Con's Transition and Account Management Teams will identify individuals within the incumbent security force to retain. In coordination with the City, and after discussing proposed compensation levels with incumbent personnel, we will make a sound projection of the number of new personnel that need to be recruited,

Step	Transition Activity Details
	screened, cleared, and trained prior to the planned contract start-up date to meet all requirements. Inter-Con recruitment is an on-going effort that will continue after contract startup. **Required Resources:** City = Access to preferred City Background Screening partner (if applicable), Outgoing Provider = Relevant information for incumbent personnel, Other Party = Background and Drug Screening expertise
9	**Recruit and Screen New Applicants:** Inter-Con individually interviews all applicants. All applicants are screened through Inter-Con's 7-step process to evaluate reliability, honesty, positive work attitudes, and medical and physical fitness, as well as City-required screening procedures necessary to receive a favorable vetting. Inter-Con assures the City that all employees meet the requirements outlined in the RFP. **Required Resources:** City = Access to preferred City Background Screening partner (if applicable), Outgoing Provider = N/A, Other Party = N/A
10	**Submit Approved Application Packages & Hire Personnel:** Qualified applicants are selected for hiring. We will utilize an Administrative Specialist to ensure contract requirements pertaining to personnel recordkeeping and documentation are completed, organized, and available for City inspection and review. Our Administrative Specialist will also draft and submit a list of all Contract employees, their respective Contract start dates, shift assignment, and position identifying part-time or full-time status. **Required Resources:** City = Access to preferred City Background Screening partner (if applicable), Outgoing Provider = All incumbent information and zero barriers to recruitment, Other Party = N/A
11	**Acquire Required Equipment and Software:** Inter-Con coordinates and documents the acquisition of all equipment and software. **Required Resources:** City = Information on all required and preferred equipment and software, Outgoing Provider = Honest assessment on the value/utility of the equipment and software they provided for the contract, Other Party = Timely and safe delivery of purchased equipment and software
12	**Hold Weekly Meetings:** Inter-Con's Transition Team and Key Personnel meet (weekly, or more often, as appropriate), with City stakeholders and Outgoing supplier representatives during the transition period to track current and future milestones, as well as blocking issues and risk assessments. **Required Resources:** City = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
13	**Review Existing Operational Processes:** Inter-Con's Transition Team meets with City representatives to identify operational and administrative obligations for the new contract and to discuss any required changes to existing security processes and programs. **Required Resources:** City = Key Stakeholders, Outgoing Provider = N/A, Other Party = N/A
14	**Conduct Initial Security Assessments | Review Existing Posts, Procedures, Deliverables, Data & Regulations:** Inter-Con's Security Subject Matter Experts and members of the Transition/Account Management Teams will conduct preliminary site threat assessments to establish new baselines from which our security program will operate off of. All existing Post Orders, procedures, deliverables, as well as Data & Regulations will a**lso** be reviewed for compliance and opportunities for enhancement. Any modifications to Post Orders, SOWs, deliverable templates will be agreed upon and implemented before the completion of the transition period. **Required Resources:** City = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
15	**Submit Final Transition, QC, and Contingency Plans:** Inter-Con's Transition Team reviews and refines the Transition Plan and collects additional information regarding specific assignments. The final Transition Plan will be submitted at the Post-Award Conference, which is scheduled per City preference. **Required Resources:** City = Feedback from stakeholders, Outgoing Provider = Unfettered access to existing QC Plan and all information relevant to the transition, Other Party = N/A
16	**Secure Approval for Training Programs:** Inter-Con management obtains City approval of a detailed Training Plan to include syllabi, schedules, locations, and trainers. The Training Plan will include primary and make-up dates. An on-the-job training plan will be included. **Required Resources:** City = Feedback from stakeholders, Outgoing Provider = Unfettered access to existing Training Plans and documents, Other Party = N/A
17	**Review Training Details for Incumbent Personnel:** Inter-Con will request copies of incumbent personnel training records and administrative files from the outgoing provider.

Step	Transition Activity Details
	Required Resources: City = N/A, Outgoing Provider = Unfettered access to incumbent personnel training documents, Other Party = N/A
18	**Conduct On-boarding Training for New Personnel:** Inter-Con trains new personnel according to approved plans, uploading training certificates in Inter-Con's Learning Management System within 5 working days after successful completion. **Required Resources:** City = Space onsite to train incumbents, Outgoing Provider = N/A, Other Party = N/A
19	**Inventory City-Furnished Property:** Inter-Con completes an inventory of City-Furnished Equipment with designated City stakeholders. Inter-Con's Management Team accepts all City-Furnished Property, supplies and equipment and confirms receipt upon contract assumption. Inter-Con also conducts a full inventory of all City-Furnished Property, immediately after assumption of the contract and provides the results of the inventory to City within 10 working days of the start of the contract. **Required Resources:** City = All City-furnished property, Outgoing Provider = Access to City-furnished property, Other Party = N/A
20	**Inventory Inter-Con-Furnished Property:** We conduct an inventory of Inter-Con-Furnished Property and provide it to the City on the contract start date. Inventories will be conducted on a quarterly basis, to include all Inter-Con furnished equipment, uniforms, and non-expendable supplementary equipment. **Required Resources:** City = N/A, Outgoing Provider = N/A, Other Party = N/A
21	**Implement all Software Tools/Updates:** Led by our Technology Interfacing Officer for the City, our Account Management Team will assess all existing City and incumbent software tools to gauge operability and identify opportunities for improvement. Once the assessment is completed, all City stakeholders will be briefed of our findings and all necessary software updates, changes, or procurements will be executed. **Required Resources:** City = Access to relevant City systems/technologies and key stakeholders, Outgoing Provider = Unfettered access to incumbents, documents, systems, and key stakeholders, Other Party = N/A
22	**Issue Uniforms & Equipment:** The Transition Team schedules distribution of equipment to new and existing personnel as necessary. Personnel are instructed in policies regarding use, return, and disposal of those items. The Transition Team conducts inspections of personnel in uniform to verify the correct wear of equipment. **Required Resources:** City = N/A, Outgoing Provider = Unfettered access to incumbents, Other Party = N/A
23	**Hold Final Transition Meetings:** During the final days of the transition period, Inter-Con's Transition Team and other Key Personnel begin daily meetings with City stakeholders to discuss the final steps of the process. A final meeting will be held the day prior to commencement of operations to achieve closure on remaining issues. **Required Resources:** City = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A
24	**Commence Operations:** Inter-Con assumes full responsibility for operations, in accordance with the City's schedule. **Required Resources:** City = N/A, Outgoing Provider = N/A, Other Party = N/A
25	**Monitor and Review Transition Activity:** During the transition period, Inter-Con's leadership will monitor and review contract performance through daily reports and schedule weekly "QBR-style" meetings. In addition, the Inter-Con Transition Team and Inter-Con's COO will maintain regular communications with City stakeholders to monitor and guarantee the quality of the services provided to the City throughout the life of the contract. **Required Resources:** City = Key Stakeholders, Outgoing Provider = Key Stakeholders, Other Party = N/A

STEP 2 – RECRUITING & SCREENING

Upon receiving notice to proceed, Inter-Con's recruiting and operational teams immediately start recruiting any in-house Safey Officers the City wishes to retain. Once incumbent personnel are identified and agree to come on board, we can determine the number of positions that need to be filled and begin our external recruitment process.

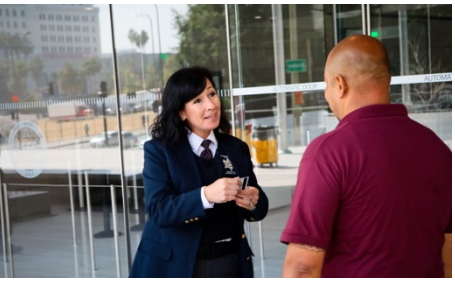
Under the leadership of our Executive Vice President of Global Talent, Inter-Con's Recruiting Team would work closely with the City to develop a customized Security

Officer Requirement Checklist tailored to your operational and cultural needs. Together, we will define role-specific requirements that go beyond minimum qualifications, ensuring Officers not only meet technical standards, but also reflect Inter-Con and the City's values and expectations for professionalism. Inter-Con will integrate the City's baseline requirements with our proven hiring standards to create a **holistic, site-specific checklist that drives quality and performance from Day One.** See Figure 5 for a draft framework; final criteria will be finalized collaboratively during the transition period.

Figure 5: Security Officer Requirement Checklist

Minimum Requirements for Security Personnel	
Baseline Requirements	• Be at least 18 years of age • Be a U.S. citizen or legally authorized to work in the U.S. • Must possess a valid State of California issued unarmed Security Officer identification card • Must have a valid California Driver's License (Post Certificate 8.32 citation class) • Two (2) years of experience with public contact, parking enforcement and traffic control. • Knowledgeable of the most current information, theories, techniques, practices, and procedures of the field. • High school diploma or equivalent.
Additional Requirements	
Screenings	• Successfully pass pre-employment drug screening • Successfully pass criminal and background checks including inquiry of all previous employers during the past five years, driving record history, local, California State, Federal criminal history, and military discharge records (if applicable)
Security Requirements	• Pass a civilian background investigation approved by the City • Present satisfactory references and employment history
Soft Skills	• Have the necessary public relations skills to interact with employees and customers in a courteous, businesslike manner • Able to stay clear and focused on what is expected or needs to be accomplished. • Understands written and oral rules and regulations and apply them in a tactful and non-confrontational manner • Understands one's role on the team and does whatever is needed to make the team a success. • Able to understand and maintain confidentiality of information • Able to show a high level of care and thoroughness in handling the details of the job.

Minimum Requirements for Security Personnel	
Office Skills	• Utilize computer and associated equipment to monitor environmental and electronic security systems • Has basic knowledge of word processing, spreadsheet programs, data entry and operation of multi-line telephone
Language Proficiency	• Must demonstrate the ability to read, understand, and apply rules, detailed orders, instructions, and training materials in the English language. • Able to use correct vocabulary, grammar, sentence structure, spelling, and punctuation. • Able to show attention through verbal and non-verbal cues (eye contact • Retain the ability to construct and write clear, concise, accurate, and detailed reports, as well as communicate effectively, clearly, and concisely in English.
Stress Management	• An ability to maintain poise and self-control under stress • Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
Health & Physical Fitness	Be in good general health and capable of the following: • Standing, sitting, or walking for extended periods of time-up to eight-hours • Maneuver stairs and other physically demanding terrains at the site as regular duties • Lift boxes weighing up to 20 lbs. • Possess long-distance vision (use of glasses/contacts is permitted) • Hear ordinary conversation (hearing aids are suitable) • Have no medical condition which limits the effective performance of their assigned duties. Temporary incapacitation due to illness, disease, or recent medical operation is permitted • No medical history or medical diagnosis of habitual alcoholism or drug addiction. If such a condition existed, able to provide medical evidence of recovery and ability to perform duties is required prior to assignment



Inter-Con's sourcing and selection processes are designed to ensure that the City is staffed with personnel who are well-qualified, mission-aligned, and prepared to deliver exceptional service. Drawing on our experience supporting similar security and safety programs, we recognize that success starts with selecting the right personnel, individuals who not only meet qualification standards but embody the City's culture of professionalism.

Our candidate selection criteria emphasize physical readiness, professional conduct, and a demonstrated ability to perform effectively in demanding community-based environments. Our rigorous recruitment process is designed to identify individuals

who not only meet technical qualifications, but also reflect the values of integrity, reliability, and respect that define Inter-Con's culture. **This people-first philosophy is championed by our leadership and sustained across every level of our organization, from senior management to front-line supervisors and Officers.**

SEVEN STEP EVALUATION PROCESS

We have invested heavily in developing best-in-class recruiting processes and infrastructure to support the effective and efficient talent identification, attraction, and evaluation of top security talent. Once implemented, our recruiting and screening method provides:

- A long-term, dependable security force with low turnover
- Rapid personnel replacement capabilities
- A robust pipeline of qualified, trained, experienced Public Safety Officers ready to meet any temporary or surge force staffing needs

To ensure that the City receives the highest caliber of Public Safety Officers, Inter-Con implements its comprehensive 7-step process for recruitment, evaluation, and selection. This rigorous approach verifies the background and qualifications of each candidate, ensuring that only the most capable officers are selected for assignment to the City security program (Figure 6).

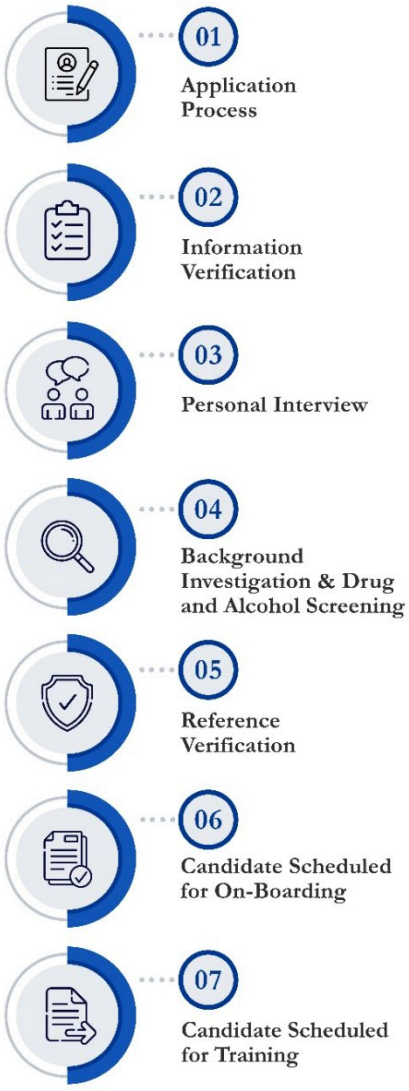


Figure 6: Seven Step Recruiting, Screening and Evaluation Process

7-Step Recruiting & Screening Evaluation Process		
1	**Application Process**	Candidates who respond to recruitment efforts would remotely complete an online application and submit an electronic resume. All applicants would be screened in accordance with the City's general qualifications and facility/post-specific requirements *(as applicable)* via Inter-Con's customized "*Requirement Checklist.*" If all requirements are met, an initial interview is scheduled.
2	**Information Verification**	Inter-Con's Recruiting Team would perform a preliminary verification check to confirm the status of applicants' employment history, age, relevant licenses/permits, and education.
3	**Personal Interview**	Meeting the required standards, a second interview with the Account Manager (AM) would be scheduled to be evaluated on: • knowledge of overall position and job-related topics • Experience (specifically critical infrastructure) • Communication ability and command of the English language • Interest in the position and Inter-Con's organization • Overall motivation to succeed • Appearance, including grooming and habits • Poise, insight, and alertness • Interpersonal skills • Ability to interact with the public.

7-Step Recruiting & Screening Evaluation Process		
4	**Background Investigation & Drug Screening**	Inter-Con conducts background investigation for each employee applying to work on the contract. In addition to the background investigation, Inter-Con would utilize eScreen to perform a drug screen that evaluates lab certified urine, saliva, or hair. All Public Safety Officers are prohibited from illegally using or possessing narcotics and other controlled substances during their tenure with Inter-Con.
5	**Reference Verification**	Inter-Con performs reference checks to confirm the veracity of applicant's resume and relevant professional claims.
6	**On-Boarding**	Once an applicant meets all qualification standards and passes the required screening, Inter-Con's onboarding team finalizes their employment status and prepares them for assignment. This includes confirming completion of all required documentation and ensuring the candidate is ready for immediate training and deployment. A conditional offer of employment is issued upon completion of all prior steps, and the applicant is prepared for submission to the City for approval, if applicable.
7	**Assignment Preparation & Training**	Following onboarding, qualified candidates are scheduled for site-specific training and integrated into the deployment plan. This step includes assigning shift schedules, issuing uniforms and equipment, and entering personnel into the master schedule. If City review or final approval is required, Inter-Con coordinates this prior to training. This ensures all personnel are fully prepared and equipped to begin service without delay.

PHASE 2: PROJECT EXECUTION

STEP 1 – STAFFING PLAN

Inter-Con's staffing plan is structured to balance workforce availability, operational continuity, and cost efficiency. Our goal is to ensure that enough qualified, trained, and site-ready Public Safety Officers are available to meet the City's coverage requirements.

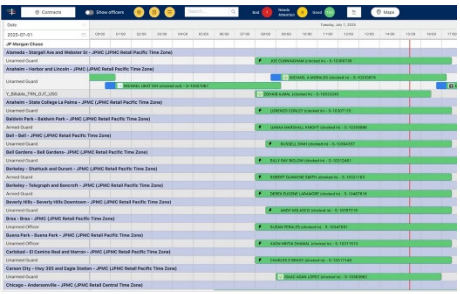
We have analyzed the City's anticipated staffing demands and developed daily and weekly workforce models to monitor staffing health in real time. These models are supported by Inter-Con's proprietary comprehensive security management system, **IConIQ**, and are designed to ensure consistent post coverage while maintaining a stable and responsive workforce comprised of skilled, knowledgeable, and locally sourced personnel.

ESTABLISHING AND MAINTAINING WORK SCHEDULES

Inter-Con's management system, **IConIQ** - enables Account Manager to manage all post assignments in real time, ensuring full coverage and visibility across all City sites.

IConIQ leverages predictive analytics and asset tracking to anticipate seasonal fluctuations and emergency response needs, helping maintain contract compliance while deploying well-qualified, properly equipped Officers in the most cost-efficient manner possible.

To support this, our Data Analytics Team refines data collection and usage analysis to streamline workforce planning and reduce administrative overhead. IConIQ also includes built-in safeguards that prevent double-shifting and fatigue-related scheduling risks. Officers cannot be scheduled for more than 12 hours in a 24-hour period, and each is guaranteed a minimum of eight hours rest between shifts.



All posts are entered into IConIQ's 360 Scheduling and scheduled three weeks in advance. In addition, **our proprietary Shyftr application allows pre-qualified Officers to view and self-select available shifts in real time**, significantly improving post coverage and responsiveness.

Once assigned, Officer hours, scheduling, payroll, and invoicing data are tracked through RMS and monitored by Inter-Con's Global Security Operations Center (GSOC). This 24/7 command center maintains constant communication with Supervisors and Officers, providing immediate alerts and issue resolution when needed. Inter-Con can also provide the City with daily and monthly reports summarizing coverage by post, shift, and personnel assignment.

Our reputation for successfully supplying staff to meet the City's needs starts with our commitment to establishing an appreciation for the City's operations and ensuring **the right Officer is at the right place at the right time**. Our ongoing efforts to accurately forecast seasonal deployments and create emergency response models have helped maintain comprehensive Staffing Matrixes as well as achieve a 99.6 % companywide staffing health ratio. Finally, our growing investment in and utilization of technology and data analytics can pay significant dividends to the City in improved security and greater cost savings.

The following table outlines the key features and functions of Inter-Con's IConIQ and Shyftr application, both of which support efficient, compliant, and responsive scheduling and coverage.

Figure 8: Scheduling Technology Overview

System	Key Capabilities
IConIQ 360 Scheduling	• Cloud-based Scheduling / Post Management Platform • Real-time post assignment and coverage management • Predictive analytics for seasonal and emergency staffing • Automated safeguards (e.g., max 12 hrs/24 hrs, 8 hr rest) • Three-week advance scheduling • Integrated tracking of hours, payroll, and invoicing

	• Full integration with GSOC for 24/7 monitoring and escalation
Shyftr Application	• AI-driven, real-time scheduling platform • Officers view and claim pre-qualified open shifts • Boosts coverage rates and reduces unstaffed posts • Enhances flexibility and responsiveness • Seamless integration with IConIQ and GSOC systems

TEMPORARY ADDITIONAL SERVICE (TAS)



In our 50-year history, there has never been an occasion when Inter-Con was unable to mobilize additional staff when requested by a client. Although Inter-Con is not pricing in variable work explicitly, we can provide immediate, temporary, emergency, and special event coverage for the City as requested, ensuring continuity of operations during City emergencies, special events, and potential work stoppages.

Through the coordination and efficient staffing of Inter-Con's permanent full-time and part-time Public Safety Officers, **all long-term and short-term requests for security services would be staffed exclusively with Inter-Con employees specifically trained in City requirements.** Inter-Con's staffing model developed for the City security program would provide for an overtime and flex surge capacity of 80 hours of TAS per week. These are the same City Public Safety Officers that are fully trained, vetted, and assigned to work at the City on a day-to-day basis.

STEP 2 - TRAINING

Inter-Con provides its security personnel with customized training tailored to the specific requirements of each client. Our approach combines in-person and online instruction, giving Public Safety Officers multiple opportunities to strengthen their skills and capabilities before and during their service to the City. This includes pre-assignment, on-the-job, and refresher training, ensuring our employees are fully prepared and confident in their operational environment, **a standard that reinforces our reputation for quality and professionalism.**

Beyond the technical expertise of the profession, our Officers also know and stay current on the relevant laws and regulations that pertain to their job. This includes applicable local and county codes, regulations, and ordinances governing parking within the City limits, as well as vehicle abatement procedures. Officers are also trained to be comprehensively knowledgeable of the most current information, theories, techniques, practices, and procedures of the field, **ensuring that their decision-making reflects the latest best practices and compliance standards.**

Inter-Con's world-class Training Academy would be leveraged to fully support our training efforts. Our Training Academy utilizes a student-centric training method and real-life exercises that are fully tailored to the specific requirements of this contract, ensuring all personnel assigned to this contract are well-informed and invested in their jobs and responsibilities.

INTER-CON'S PRINCIPLES ON TRAINING

Inter-Con's curriculum development process emphasizes operational relevance, regulatory compliance, and real-world preparedness. For the City, each module would be tailored to address site-specific risks, reinforce performance standards, and ensure Officers are fully prepared to perform in the field. We welcome the City's input during the curriculum development phase to ensure alignment with program expectations. Officer performance is also tracked post-deployment to support continuous improvement and measurable training outcomes. Inter-Con's training philosophy is built on the following principles:

- **Task-Specific Proficiency:** Our instruction is focused on training and testing skill proficiency through repeated, practical drilling, not just delivering content through a classroom setting. Only those students who meet our standards of operational readiness would be assigned to a City post.
- **Performance Based Standards:** We use clearly defined, measurable performance benchmarks to assess learning outcomes and identify any training gaps. This approach provides the City with transparent insights into Officer readiness and ensures every trainee understands the performance level required by the end of each training phase.
- **Realistic, Scenario Based Drills:** Our rigorous training program integrates realistic conditions in our courses by requiring our Officers to perform tasks under varying, sometimes hostile conditions. This training method allows us to instruct our Officers both as individuals and as team members in conditions modeled after the City's environment. This repeated, realistic drilling ensures that our lessons are reinforced with our Officer's resultant success in the field.
- **Dedicated Instructional Staff:** We maintain a full-time staff of 30 highly-qualified trainers in the United States—120 worldwide—to support our contracts. The City would receive full support from our Training Academy. The training team would support the Account Manager in developing, executing, and tracking the performance of all Inter-Con training modules.
- **Program Oversight & Quality Assurance:** The City's instructional staff would be carefully monitored by our Account Management Team to make sure the training provided is client-focused and effective, yielding positive results.
- **Curriculum Updates:** Inter-Con conducts formal curriculum audits annually, with immediate updates issued as needed to address new client requirements or evolving federal, state, or local regulations. If the City's needs change, our team is equipped to respond without delay.
- **Customer Engagement & Professionalism:** Inter-Con conducts formal curriculum audits on an annual basis, with immediate updates issued as needed to address new client requirements or evolving federal, state, or local regulations.

TRAINING TOPICS

As mentioned above, Inter-Con would tailor our training curriculum according to the City's needs, ensuring it reflects realistic scenarios and specific contract requirements. Whether it is conducting comprehensive pre-assignment training or providing tailored

skills courses and on-the-job training, **we embrace a student-centered training method** to keep our personnel invested in their jobs and responsibilities. Beyond these training modules, Inter-Con would provide **additional opportunities for personnel to enhance their skills and capabilities by using our online Learning Management System (LMS)**, which facilitates a more efficient and effective test-taking process, storing all training certifications and deliverables for the City's review.

TRAINING CURRICULUM

Figure 9: Sample Pre-assignment Training Regimen for City Security Personnel

Sample Pre-Assignment Training	
Training Topic	Delivery Method(s)
New Hire Orientation (Inter-Con's Organization, Policies, PR, & Grooming/Appearance)	LMS
Duties & Responsibilities on Post *(Post Orders & Reporting for Duty)*	Instructor Led
CCTV, System Use, and Access Control *(including equipment use)*	Instructor Led / LMS
Emergency Procedures (Bombs, Terrorism, Fire Alarms, Safety and Evacuation, Active Shooters, Weather/Natural Disaster Procedures, & Medical Emergencies)	Instructor Led / LMS
Communications Systems (Radio & Cellphone use and etiquette)	Instructor Led
Inter-Con's and City's Chain of Command	Instructor Led
Security Officer Instruction & Limitations as Mandated by California	Instructor Led
First Aid, CPR, AED Training & BBP Certification	Instructor Led
Citizens' Arrest Policies & Procedures and When to call the Police	Instructor Led / LMS
Inspection & Search Procedures (including physical, bag, & vehicle searches for prohibited items)	Instructor Led
Accident Investigation Procedures (including personal injury and motor vehicle)	Instructor Led / LMS
De-escalation & Conflict Resolution Awareness Training	Instructor Led / LMS
Patrol Procedures (including Detecting Crime, etc.)	Instructor Led / LMS
Observation Techniques & Incident Reporting *(including photographic documentation)*	Instructor Led / LMS
Workplace Violence / Harassment *(sexual, bullying, etc.)* / Discrimination	Instructor Led / LMS

Sample Pre-Assignment Training	
Customer Service & Sensitivity, Conflict Resolutions Awareness, Dealing with Homeless and Mentally Ill Individuals	Instructor Led / LMS
Crowd Management	Instructor Led / LMS
Use of Force in Defense of Person	Instructor Led / LMS
Workplace Safety, Accident Prevention	Instructor Led / LMS

ANNUAL TRAINING

Inter-Con ensures that all our Officers stay up to date with necessary knowledge, requirements, ideas, programs, devices, and certifications associated with working security for the City. **Our annual training regimen would include** 8-hours **of refresher training**, covering these industry updates and the subjects covered in New Hire Training. Every City Officer will be required to complete this course to continue the contract.

Note: If the only annual training being priced/included is our "standard" annual refresher training, then including the table below is not really necessary. If there is specific training that has to be refreshed, then include the table & add rows/topics as necessary. *(FA/CPR, firearms, client-specific requirements, etc.)*

Figure 10: Proposed Annual Refresher Training

Annual Training	
Type of Training	Delivery Method
Inter-Con's Annual Refresher Training	Instructor Led / LMS
City required refresher training	Instructor Led/ LMS

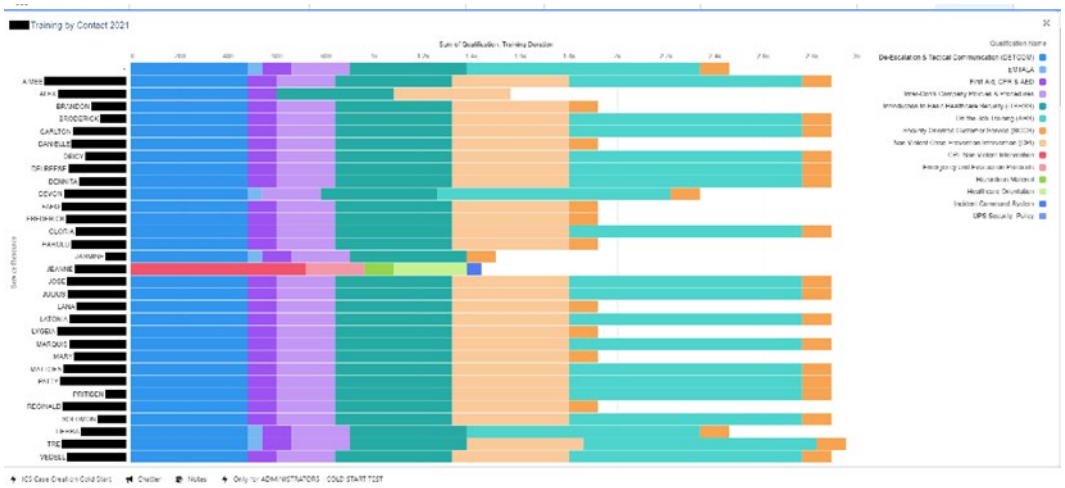
MEASURING TRAINING PROGRAM SUCCESS

We measure the success of our Training Program **against test scores, retention levels, and performance in the field.** For example, our post-incident reports confirm whether an Officer applied their training correctly during or in anticipation of an event. These answers enable us to identify any issues in performance and flag them to be addressed in future training. As a result, we assess both the individual and our program as well as evaluate our courses' effectiveness.

TRACKING TRAINING COMPLETION & COMPLIANCE

Inter-Con tracks course completion and training certifications, including passing rates, through our online LMS. The LMS not only archives all student test scores as well as course attendance and passing rates, but it also provides virtual instruction on various topics. Inter-Con's LMS can be easily accessed on any mobile device or desktop computer to facilitate a smooth learning and testing experience.

Figure 11: Training Compliance Report



STEP 3 – UNIFORMS, EQUIPMENT, & TECHNOLOGY

Inter-Con personnel will have a welcoming demeanor and be properly attired to serve City. Uniforms would clearly identify the Public Safety Officers as well as be neat and clean in appearance. Examples of Inter-Con's proposed uniforms can be found in the images below. Inter-Con can offer the City a variety of uniform options, including:

- **Hard Uniform (standard):** Black pants, blue shirt with Inter-Con patch (long or short sleeve), black shoes, black belt.
- **Soft Uniform:** Black slacks, black blazer, white long-sleeved collared shirt, black shoes, black socks, black belt. In the summer, Public Safety Officers wear white polo shirts.

EQUIPMENT INVENTORY

To ensure full accountability of all equipment, supplies, and property, Inter-Con uses a continuous receipt system to mark, inventory, monitor, and distribute every piece of equipment and other supplies as necessary. To assist our account management and supervisory teams with proper control, maintenance, and reporting of inventory, Inter-Con's **Procurement and Logistics Manager, Mr. Luis Duran**, would serve as the **Property Accountability Officer** for this contract. He will assist in the drafting and submission of all required inventory reports and provide guidance on the proper storage and upkeep of property. Mr. Duran monitors and supports all reports of malfunctioning or deficient equipment and assist the Account Manager in arranging for replacement or maintenance.

Any malfunctioning equipment will be reported to the Account Manager and Mr. Duran either immediately or by the end of the shift, depending on mission importance. Additionally, Mr. Duran would ensure that all necessary manuals, books, guides, and forms are provided and accessible to the Public Safety Officers.

VEHICLES

Inter-Con would provide the City with the vehicles required to ensure efficient operations under the Scope of Services for this contract. Additional Information can be found in our Price Narrative.

For maintaining the vehicle's interior and exterior conditions, Inter-Con typically utilizes standalone car washes or car washes at gas stations. We authorize the use of car washes at gas stations on the fuel cards we issue out to each vehicle. If there is not a gas station with an available car wash nearby, we would enroll the vehicle at the nearest standalone car wash.

For vehicle maintenance and repairs, we enroll our vehicles in Enterprise Fleet's full maintenance plan that covers all major and minor mechanical repairs, all standard preventative maintenance, and all roadside assistance needs (towing, fuel shortage, key lock outs, etc.). Any time a vehicle is out of service for maintenance/repairs for an extended period, we secure a rental through our corporate account with Enterprise Rent-A-Car. An Enterprise Fleet maintenance card is issued to each vehicle and used as the method of payment for these services. The driver is never responsible for payment themselves. Enterprise Fleet has a nationwide network of shops, including numerous shops in the location area, within proximity to City locations.

TECHNOLOGY SOLUTIONS

Inter-Con is proud to serve as the leader of the pro-technology movement sweeping the security industry. In 2019, Inter-Con launched **IC Labs**, our wholly owned tech subsidiary focused on developing innovative solutions to enhance our services. Led by industry veterans from companies like Samsung, Amazon, and Apple, IC Labs collaborates with global leaders such as Salesforce, Microsoft, and AWS on cutting-edge projects. In 2025, we introduced **IConIQ**, our proprietary comprehensive security management system **providing 360° program transparency through real-time data visualization, automated reporting, and intuitive dashboards that empower both our managers and clients to make informed, immediate decisions**. IConIQ consolidates complex operations into a single, efficient platform—driving accountability, reducing response times, and streamlining service oversight at every level.

Inter-Con offers scalable technology solutions designed to relieve administrative burden, improve engagement, enhance program visibility, and driving cost-efficiency. Inter-Con proposes the following technology implementations, at no additional cost, to the City:

TIMEKEEPING & ATTENDANCE

Inter-Con believes that the best approach for the City is to implement a system that incorporates attendance with timekeeping, scheduling, payroll, and invoicing in real-time. In doing so, the **City will receive the benefit of harmonized systems that ensure proper reporting and billing, while minimizing the oversight burden** on the City, especially for auditing and oversight functions required for this contract.

Our proprietary solution is flexible and scalable. Its built-in AI proactively identifies scheduling gaps, triggering automated notifications and job requisitions to ensure timely backfilling. While the on-demand visualization of all posts and Officers provides management with program-wide staffing status levels in seconds.

IC MOBILE APPLICATION

Accessible from any mobile device, Inter-Con's proprietary Mobile App streamlines field-level operations and accountability through integrated timekeeping, reporting, and compliance tools:

- **Multi Factor Authentication** - Requiring personal code, biometrics, and geolocation data, our time & attendance system ensures that the correct Officer is at the correct post at the correct time.
- **Flexible Scheduling** - By tracking their qualifications, home and post location, as well as stated scheduling preferences, we can better understand travel time and other external influencers to optimize the match of the right Officer to the right post location.
- **Virtual Post Inspections & Wellness Checks** - Management and supervisory personnel now make impromptu as well as scheduled video calls to security professionals in the field to 1) confirm their health and safety and 2) to ensure compliance with Post Orders.
- **Digital Reporting** - Prompts Officers to provide critical information, allows photo capture, is Geo-Fence compatible, syncs to custom dashboards, permits electronic sign-off by remote Supervisors, and is digitally stored along with all supporting files in our Client Portal. Reports can be accessed by management and approved City stakeholders with designated privileges.
- **Guard Tour System** – Inter-Con's Guard Tour System provides real-time monitoring and data extraction of completed tours based on site surveys and analysis, as well as operates securely within each City site. Depending on the City's preference, Inter-Con can also leverage any combination of GPS, Beacons, RFID, NFC, and QR codes to record an Officer's location against patrol checkpoints and to facilitate other work-related activities like shift tracking, task lists, and issuing reports. Our reports feature live maps demarcating Security Officer post locations, shifts completed, patrol summaries, exceptions, tasks completed, and issues submitted/resolved.

SHYFTR APPLICATION

This AI-powered platform allows pre-qualified Officers to self-schedule open shifts based on availability, post qualifications, and proximity. Officers can declare preferred availability, while Supervisors receive automated candidate lists with home location, credentials, and shift eligibility. Shyftr syncs in real time with Inter-Con's Time & Attendance platform, providing Managers and City stakeholders with immediate visibility into coverage status and staffing decisions.

CLIENT PORTAL

Hosted on AWS and powered by Salesforce, Inter-Con's Client Portal provides City stakeholders with real-time access to staffing data, reporting dashboards, performance metrics, and compliance documents. **Custom-built to client requirements**, the Portal aggregates data from mobile reports, GPS tracking, employee surveys, and training logs. It operates under the highest security protocols and is supported 24/7 by Inter-Con's IC Labs technical team.

INVOICING PLATFORM

Inter-Con's invoicing platform is directly integrated with timekeeping and payroll systems to deliver secure, accurate, and transparent billing. Invoices include post location, officer name, rate, type of pay, hours worked, and date of service. **Templates are 100% customizable** to client requirements. Our system achieves **over 99% billing accuracy** and supports on-demand invoicing to ensure the City is only charged for services delivered.

PHASE 3: PROJECT MAINTENANCE

STEP 1 – TOTAL QUALITY MANAGEMENT

Inter-Con takes full responsibility for the quality and performance of all Standard and Temporary Additional Services we provide. Quality is through our Quality Control Plan (QCP), which integrates training, administrative protocols, supervisory oversight, and real-time communication ensuring consistent, high-quality service delivery. To monitor and continuously improve these efforts, we incorporate KPI measurement and performance tracking as foundational elements of the plan.

Underpinning our QAP is Inter-Con's commitment to Total Quality Management (TQM), a company-wide approach that emphasizes continuous analysis and improvement. This philosophy ensures that our quality assurance efforts aren't just reactive, but strategic. Our Data Analytics Team plays a key role in this effort, turning operational metrics into insights. Led by Account Manager, we work directly with the City to define performance expectations and meet them through ongoing refinement of the program.



ELEMENTS OF THE QUALITY CONTROL PLAN

Inter-Con's Quality Control Plan (QCP) incorporates six distinct components that make up a continuous cycle of improvement through self-audit, illustrated in Figure 13.

1. TRAINING & EDUCATION

Quality Control begins by ensuring that all Public Safety Officers are fully trained in the duties and responsibilities of each post to which they are assigned. Inter-Con knows that proficiency in security is based largely on a combination of experience and a thorough training program designed to improve Public Safety Officers' skills and knowledge. As such, we believe that intensive training at the individual and collective level forms the foundation of any successful security program.

2. INSPECTION

Inter-Con conducts inspections at every post. Leadership analyzes reports, the quality of security services and documentation, and reviews feedback from City leadership. Post inspections are used to observe actual performance and to conduct interviews to determine the extent of compliance with the quality metrics. Any noted defects are addressed and corrected as quickly as possible. Routine reviews involve direct observation of security personnel performing their duties, interacting with City staff or guests, and maintaining logbooks and documentation. These routine reviews ensure compliance with regulatory standards. Inspections may be either announced or unannounced, in-person or virtual, and occur at all posts, including supervisory, no less than once a week. Inter-Con's Account Manager would establish a schedule to allow for random inspections during each shift throughout the period.

The measurement and tracking of Key Performance Indicators (KPIs) are critical to Inter-Con's QCP and improvement efforts. These efforts serve as a source of recommendations and ideas for improvements in operations and as impetus for further training, testing, and review. Our quality control efforts are designed to mirror the operational and administrative requirements of the City contract, so that any negative trends or deficiencies are addressed and corrected in a timely manner.

On a regular basis, post inspections would be used to inspect:

- Responsibilities of all Public Safety Officers
- Uniform and grooming appearance of all Public Safety Officers
- Maintenance of equipment and uniforms
- Attendance (sign-in and sign-out checks)
- Knowledge of applicable post orders
- Knowledge of and adherence to reporting requirements
- Knowledge of and adherence to the City equipment operating procedures
- Possession of appropriate certifications, licenses, permits, and identification cards
- Other elements of contract performance

3. TESTING & DRILLS

As part of our QCP and quality control efforts, Inter-Con places special emphasis on unannounced emergency reaction drills that mimic real-world conditions. These drills assess the understanding of duties, improve response effectiveness, and train personnel for possible contingencies. All emergency operational drills would be coordinated in advance with the City and local site management to avoid disruption or unnecessary confusion. Inter-Con regularly practices such drills and would provide detailed analyses to City leadership, if desired. With the approval and coordination of City site management, Inter-Con's Account Manager, Training Team, or Supervisors periodically conduct alarm tests, emergency drills, and other exercises. The real-world drills cover a variety of situations that could occur at City facilities, and test results determine if additional training or changes in policies and procedures are necessary.

4. EVALUATION

Evaluation and review processes are the cornerstones of an effective QCP. Evaluations are conducted through roll calls, field and equipment inspections, and performance evaluations in the form of drills and tests. Reviews of QCP findings and contract policies and procedures confirm results as well as verify policy and procedure effectiveness.

5. REPORTING

Inter-Con personnel receive comprehensive instruction on how to maintain post logs, incident reports, and related records clearly, concisely, and in accordance with City's standards. Officers are expected to treat all reporting requirements as formal extensions of their post duties.

In addition, Inter-Con's reporting process involves each level of supervision and management in the review and response sequence. Key findings and after-action reports are reviewed by the City Account Manager, who then provides feedback and direction based on these findings and actions to all supervisory staff.

6. CORRECTIVE ACTION

Inter-Con's QCP emphasizes timely corrective action and continuous improvement when deficiencies are identified. All inspection, drill, and test reports would include corrective action recommendations as needed. To ensure resolution, follow-up reports, developed by Supervisors and/or Managers, would document implementation and outcome.

Our Account Management Team oversees all corrective actions to ensure accountability and consistency across the program. In addition to staffing posts with trained professionals, Inter-Con ensures that each Officer receives clear direction, that communication channels remain open, and that performance is regularly monitored. All corrective actions taken can be recorded and incorporated into monthly, quarterly, and annual progress reports provided to the City.

PERFORMANCE METRICS

We systematically collect the data necessary to consistently improve the effectiveness and efficiency of security operations, measuring such indicators as attendance, promptness, appearance, and record keeping. Results gathered through this process would be shared with the City and used by our Account Management Team and supervisory personnel to identify opportunities for program enhancement and manage all challenges or risks. Control Center personnel and facilities stakeholders can also use our KPI Dashboards to provide notification, transmitted in real-time, to our dedicated management and supervisory staff either by email or phone. This not only ensures that the City receives constant monitoring but also ensures consistency in contract compliance and mitigate operational risks.

In addition to leveraging our KPI dashboards which are available in real-time, Inter-Con can generate monthly, quarterly, and annual status reports for the City that detail operational activity and key performance metrics. Our QCP supports continuous improvement by capturing data at the site and post levels and digitizing reports for timely analysis. Any discrepancies are flagged and addressed through a structured response plan. All findings and corrective actions are reported through the appropriate QCP chain of command to ensure transparency and accountability.

QUARTERLY BUSINESS REVIEWS

As part of our data-driven program management, Inter-Con tracks a range of operational, administrative, and financial metrics to promote transparency, accountability, and performance enhancement. These findings can be summarized and delivered to the City as part of recurring reporting and review discussions. **Inter-Con's Balanced Scorecard, developed in partnership with the City, would serve as the framework for performance measurement.** The following categories represent typical components of our Quarterly Business Reviews (QBRs):

Figure 13: Proposed QBR/Reporting Metrics *(to be customized with the City)*

Inter-Con's Proposed QBR / Reporting Metrics		
1	Staffing Plan	The status of the City's program, including a current roster of all personnel working on the contract. We list all additions, deletions, and changes to positions, hours, and days of work that occurred during the previous reporting period. The plan shall reflect all positions identified by the contract as well as those supplied in direct support of the program, an analysis of the annual turnover rate of personnel assigned to the program, and a summary of recruiting efforts for the quarter.
2	Training Statistics	List of key training statistics, including the number/type of training and the Officers that participated in the trainings. Includes courses attended but not provided by Inter-Con instructional staff (i.e., City-provided training) and the number of personnel that participated, along with scores, etc.
3	Operational Statistics	Written descriptions of Incident and Daily Activity Reports (DAR) written year-to-date and organized by major category. A chart depicting major category events cumulative by month, quarter, and year-to-date would be provided. All special service requests for the reporting period given would be summarized. Any Incident/DAR that demonstrates an Officer's proficiency or deficiency in a specific skill or ability, particularly one covered in Inter-Con training or drills, would be highlighted and reviewed to assess the effectiveness of our training efforts.

Inter-Con's Proposed QBR / Reporting Metrics		
4	Project Management	While Inter-Con's performance on the task order and its compliance with established KPIs serves as an important signal of Project Management success, we also want to take the opportunity to assess and comment on our Account Management Team's ability to proactively address potential issues before they arise to align Inter-Con's day-to-day support efforts with the City's strategic priorities *(by site/facility)*.
5	Current/Future Project Needs	A summary of current program needs, and a projection of future program needs as it pertains to the City's supported activities and evolving needs *(by site/facility)*.
6	Quality Control Program Brief	A report depicting actions undertaken during the previous quarter to assure required proficiency and compliance with contract requirements, General and Post Orders, and other directives required.
7	Drills & Results	A matrix report reflecting the number of operational drills, type, date, and a comparison of expected response vs. real response times. Corrective actions, either recommended or already completed, would be identified.
8	Equipment Inventory	A list of the number of vehicles, radios, post smartphones, tablets and/or laptops, and any other operational equipment required per post *(i.e., flashlights, firearms, batons, etc.)* provided to security personnel.
9	Property Inventory	Identification of fixed posts and office equipment issued by the City or bearing the City's property tag, including a description and location of the item *(i.e, metal detectors, AEDs, vehicles, etc.)*.
10	Key Inventory	Identifies all keys issued to and controlled by Inter-Con personnel, including identifiers, make, and ID numbers of each key, and the location or areas the keys operate and are kept. The key inventory would also be separated by site, facility, and/or Post, as applicable.

STEP 2 – EMPLOYEE RETENTION

Inter-Con sees itself as having two customers: our clients and our employees. Based on our experience successfully supporting similar security programs, we fully appreciate that without an engaged workforce, we cannot deliver quality services. While current labor market conditions have been challenging, Inter-Con remains nimble and has implemented a number of measures to retain our employees. These efforts have also created meaningful cost savings to our clients in the form of less overtime, training, equipment, administrative action, and more.

Inter-Con's enhanced retention measures were designed based on insights gained from numerous employ surveys as well as from our experience serving similar programs

over the last several years. For the City, these measures would include, but not be limited to:

- **People Operations Team** – Our People Operations Team acts as a centralized resource to support our employees across the country, focusing on their well-being and building trust between them and our company. Our People Operations Specialists administer an anonymous hotline and encourage employees to freely communicate any issues they may encounter while on the job.
- **Competitive Compensation & Benefits** – Inter-Con aims to build a security program that aligns with current market wages and benefits, offering full-time and eligible part-time employees best-in-class medical benefits, as well as exceptional dental, vision, 401k, and other benefits.
- **Optimized Retention Bonuses –** Inter-Con's bonuses encourage our dedicated employees to stay on our security program for the City. While exact bonus amounts would be approved by the City, Inter-Con can pay bonuses to new Officers who successfully serve the account for their first 30, 90 days, and 180 days.

  Similarly, personnel who continue to serve on the account would receive annual retention bonuses that increase based on the number of years they have been on the contract. This is not automatic and needs to be built into any program, check with pricing and remove if not applicable
- **Personalized Scheduling** – Inter-Con's proprietary Shyftr Application utilizes an AI-driven scheduling system to enhance our ability to thoughtfully design and maintain schedules, in real-time, around the stated preferences of our employees. This tool assists in limiting turnover at the City by allowing personnel to automatically sign up for additional shifts, provided they are qualified to work that post and the hours do not create overtime. In addition, the tool creates short lists of personnel who are qualified and willing to work specific shifts so that management can easily find coverage in the event of a scheduled absence.
- **Meaningful Career Development** – Inter-Con is committed to providing meaningful career development opportunities for our Officers. We support long-term growth by establishing clear pathways for advancement and incorporating performance metrics that help employees understand how to progress within the organization. In addition, our Public Safety Officers have access to exclusive tuition discounts at select colleges and universities, empowering them to pursue educational goals and expand their career options
- **Flexible Pay** – Inter-Con would make it possible for our City employees to get paid on a daily basis through the DailyPay function of our IC Mobile App. This enhanced payroll flexibility allows our employees to better address any financial needs that may arise, which has shown to contribute to our measured improvements to overall employee satisfaction, retention, and performance rates.
- **More Consistent Performance Award Opportunities** – With City approval, we can extend our Performance Awards Program. This program further displays the value and recognition we place on the accomplishments and tenure of our employees. Each award would have a certificate and a cash award, providing not only professional incentive but also a monetary bonus.

- **Officer of the Month** – Each month a message is sent to our field Officers inviting them to nominate fellow Officers based on adherence to our corporate values and exemplary behaviors. From the responses, our People Operations team randomly selects an Officer who has received multiple peer nominations. The chosen Officer is then vetted by their manager to ensure they are in good standing. Once approved, People Operations collects their information and a $250 bonus is deposited into their account through payroll. The nominated Officer is also recognized companywide for a job well done.
- **Dedicated Support Platform –** Inter-Con's dedicated support platform, Bubo, facilitates interactive communication with our Security Force by responding to SMS inquiries, including OTP verifications for mobile app authentication. This platform is accessible only by our employees and is available 24/7 through SMS, and our mobile app. Bubo offers instant access to a comprehensive range of resources, including HR onboarding guides, policies, IT Security Awareness training materials, and client-specific post orders, ensuring our Officers have immediate access to information allowing them to perform their duties efficiently. Using OpenAI API filters to restrict access to unrelated information, we can generate tailored responses for Officers assigned to specific clients. Future updates would include real-time data feeds, enabling supervisors and account managers to closely monitor clock-ins, post assignments, unbillable overtime, incidents, and patrol details.
- **Employee Satisfaction Surveys -** Administered by our industry-unique People Operations Team, our virtual wellness checks and employee satisfaction surveys generate an unrivaled level of positive employee engagement. At the end of each shift, employees are prompted to complete a short survey regarding their satisfaction with their shift and Supervisor. Employees who respond with a lower ranking receive a check-in call to see why their shift did not go well. This short survey empowers employees at each site and provides them with a voice as well as enhances morale.

References



City of Azusa 213 East Foothill Blvd., Azusa, CA 91702	
Contact Name **Phone Number / Email**	Tommy Avila Captain Operations Bureau Azusa Police Department (626) 812-3210 Tommy.Avila@AzusaCA.Gov
Location / State(s)	CA
Serviced Since	2018
Current Contract Dates	12/2022– 09/2025
HPW	77
Type of Service	Unarmed
Scope of Work	Inter-Con Security Systems provides uniformed, unarmed security services for the City of Azusa across the Civic Center campus and designated off-site facilities. Locations include City Hall, the Azusa Library, Senior Center, Veterans Freedom Park, Durrell House, Barnes House, the Police Department, and the Azusa Light and Water office building, as well as Memorial Park and Slauson Park (Pool) during seasonal or special events. Security personnel maintain a consistent on-site presence, assist patrons and visitors with directions and information, and address general behavioral violations such as public smoking, drinking, or disturbances. Additional responsibilities include reporting suspicious activity to the Azusa Police Department, assisting with de-escalation and crowd control, and patrolling sidewalks, walkways, and high-traffic areas—particularly around the Library and Senior Center during business hours. Officers provide staff escorts upon request and assist with traffic control and parking during city events. Services are adapted to activity levels and supported by surveillance tools and technology. Security operations are guided by site-specific post directives and reviewed quarterly with City department representatives to ensure continuous service improvement. In addition, Inter-Con Security Systems provides uniform parking enforcement services for the City of Azusa across the city of Azusa. Personnel conduct daily parking enforcement throughout the City, covering, street parking, preferential

	parking permit districts and municipal and private parking facilities. Services include issuing parking citations for violations of City, State and Federal parking regulations, participating in community events and other parking enforcement programs. Report broken signs and other observations.



City of Montebello 1600 West Beverly Blvd., Montebello, CA 90640	
Contact Name **Phone Number / Email**	Matthew Ramos Assistant Director 1600 W Beverly Blvd., Montebello, CA 90640 (323)-887-1389 w: www.MontebelloCA.gov e: MRamos@MontebelloCA.gov
Location / State(s)	CA
Serviced Since	2022
Current Contract Dates	04/2022– 03/2027
HPW	110
Type of Service	Unarmed
Scope of Work	Since 2022, Inter-Con has been providing security and parking enforcement services for the City of Montebello. Our team of experienced parking enforcement professionals support this contract with management, supervision, training, equipment, and administrative support to ensure the successful operation of the required services for the City. Inter-Con's Parking Enforcement Team provides approximately 110 hours per week of parking enforcement services, generating additional revenue for the City.



City of Pasadena Parking Enforcement 221 East Walnut Street, Pasadena, CA 91101	
Contact Name **Phone Number / Email**	Jon Hamblen / Parking Manager, Department of Transportation (626) 744-7363 | jhamblen@cityofpasadena.net
Location / State(s)	CA
Serviced Since	2002
Current Contract Dates	10/2015– 09/2025
HPW	755
Type of Service	Unarmed
Scope of Work	Inter-Con has proudly served as the City of Pasadena's Parking Enforcement partner for two decades. Inter-Con provides 100% of all required personnel, management,

City of Pasadena Parking Enforcement 221 East Walnut Street, Pasadena, CA 91101	
	supervision, training, equipment, and administrative support for this contract. While Inter-Con's Parking Enforcement operations run City-wide, much of what we do for the City centers around Colorado Blvd. and the Rose Parade route, providing us and our personnel with an unmatched knowledge of the local operating environment and community. Additionally, our work on this contract often includes supporting the City's special events through parking enforcement and enhancing public safety in coordination with the Pasadena Police. Inter-Con team of 19 Security Officers who actively support this contract and provide 755 Hours per week. Throughout the entirety of this project's lifecycle, we have maintained full adherence to its schedule and budget. Inter-Con has never experienced an issue adhering to the schedule or budget for the City of Pasadena Parking Enforcement contract. Our tenure as the City's trusted Parking Enforcement partner has also resulted in the creation of long-standing, constructive relationships with City authorities and agencies responsible for the Rose Parade, such as the Pasadena Police Department and Department of Transportation. In an endeavor as complex as the Rose Parade, the City requires a trusted partner who can communicate effectively and execute complex staffing, training, and operational tasks efficiently. As our performance on this contract demonstrates, only Inter-Con has the experience, expertise, and relationships to do this.

Attachment C – Claims History

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

We confirm that none of the circumstances outlined apply to our firm or any sub-consultants. Neither our company nor our sub-consultants have been subject to disqualification, forfeiture, termination, debarment, litigation, conviction, or disciplinary actions as described.

Exceptions

Page 4, Section 4.5

"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 fifty~~twenty five~~ percent (~~2~~50%) 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."

Page 13-14, Section 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~~ compensate~~ing~~ Consultant for any work performed where Consultant defaulted 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 amounts for work where Contractor defaulted~~invoices~~ and shall, when the default is cured, proceed with payment for said amounts~~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."

Page 14, Section 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 as a result of the Consultant's negligent acts, omissions or willful misconduct, and (ii) all amounts for which City are ~~may be~~ liable to third parties, by reason of Consultant's negligent 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 related to Contractor's negligent acts omissions or willful misconduct, 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."

Page C-1, Exhibit C

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

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

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

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

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

VII. At the time of any renewal or extension of the Agreement, the Parties agree to adjust the contract prices to accommodate any change in the applicable minimum wage laws or ordinances that increase the pay rate and/or benefits that must be provided to the security officers performing the security services, or any change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the anniversary of the agreement."

Price Proposal

PRICING ASSUMPTIONS

Please note that our pricing is based on various assumptions that we have outlined in the sections below. To the extent that the assumptions we have outlined are incorrect or need to be modified, we will work with the City of South El Monte (the "City") to refine our pricing to reflect the correct information. These assumptions include:

MODIFICATIONS

Our rates are good for the first year of the program. Thereafter, Inter-Con will propose rate modifications to adjust for any changes to the local metropolitan area Consumer Price Index for Urban Consumers (CPI-U), as provided by the Bureau of Labor Statistics (BLS). Should any additional costs arise such as changes to Federal, State, or local taxes; Federal, state or local minimum wage rates that exert severe compression against our wage rates; or Federal, state or local changes to regulations that affect overtime, paid time off, medical benefits, sick leave, etc., then Inter-Con will work with the City to develop an agreeable rate solution so that such unexpected and unknowable costs can be covered.

REST AND MEAL BREAKS

Please note that Inter-Con has not priced in the cost of an additional, dedicated breaker force to relieve personnel. Personnel will be self-relieving. Our assumption is that all personnel will be allowed to take paid rest breaks and unpaid meal breaks in accordance with local law. Paid rest breaks will be considered billable time. Unpaid meal breaks will be unbillable time unless relieved by another officer or supervisor.

PROPOSED RATES

Our Year 1 proposed bill rates are provided in the table below. Please note that the rates contained herein are for hourly labor costs only and do not consider any additional costs beyond those detailed in our "Other Cost Assumptions" section at the bottom of this proposal. Any such additional costs that arise will be billed as a direct passthrough on our invoice. Alternatively, once such costs are known to us, we can modify our rate(s) accordingly.

Position	Regular Bill Rate	Overtime / Holiday Bill Rate
Public Safety Officer	$38.22	$57.33

ESTIMATED ANNUAL BUDGET

In the table below, we provide the estimated annual budget using 160 HPW. Please note that the City indicated a desire for 10-hour shifts, but we want to highlight that this would introduce billable overtime due to California's daily overtime law. Our budget is based on a standard 8-hour schedule to minimize cost. We can work with the City to redefine this schedule if a different shift schedule is desired. We have included our Overtime Bill rate for reference.

Position	Quantity	Total HPW	Regular Bill Rate	Overtime Bill Rate	Weekly Cost	Annual Cost*
Public Safety Officer	4	160	$38.22	$57.33	$6,115.20	$317,990.40

*The annual estimate excludes potential holiday premiums. Hours worked on recognized holidays are billed at 1.5x the standard rate. Because holiday staffing depends on the City's schedule and some posts may close, these costs are uncertain. If all posts were staffed on every holiday, the total would increase by about $4,524, though the actual impact may be lower.

- We understand vehicles & radios will be provided by the City. If requested, Inter-Con can supply this equipment and will quote such costs at the time of request.
- Forty (40) hours of sick leave are provided to every full-time employee annually, in accordance with California's sick leave law.
- All employees who work on a holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) will be paid at 1.5x the regular pay rate and billed at 1.5x the regular bill rate.
- Training will consist of 16 hours of pre-assignment and 8 hours of refresher training. If any additional training is required, such training hours shall be billed at the regular bill rate.
- All Officers will undergo a background check and drug testing prior to employment, which is fully covered in our rate.

ATTACHMENT F

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

INTER-CON SECURITY SYSTEMS, INC.

ATTACHMENT F

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND INTER-CON SECURITY SERVICES, INC.

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 INTER-CON SECURITY SERVICES, INC. ("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 1 of this Agreement, was selected by the City to perform said 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 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

Subject to the terms and conditions of this Agreement, Consultant agrees to provide the services and tasks described in that certain Request for Proposals of City entitled "_____" (hereinafter, "City RFP") and the written proposal of Consultant entitled "_____" (hereinafter, the "Consultant Proposal"). The Scope of Services is attached hereto as Exhibit "A" and the City RFP and the Consultant Proposal are attached and incorporated hereto as Exhibit "B". The term "Scope of Services" shall be a collective reference to the City RFP and the Consultant Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled City RFP and the provisions of the document entitled Consultant Proposal, the requirements of the document entitled City RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. 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.

As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 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.

1.3 California Labor Law.

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

1.4 Licenses, Permits, Fees, and Assessments.

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

1.6 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.

1.7 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 services 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 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 $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 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.

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 "D" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "D" and any other provisions of this Agreement, the provisions of Exhibit "D" 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 Two Hundred Sixty-Seven Thousand Two Hundred Thirty Four Dollars and Twenty-Four Cents ($267,234.24) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the 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 attendance of Consultant at all project meetings reasonably deemed necessary by the City. Consultant acknowledges and agrees that coordination of its performance of work with 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, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed

invoice; however, Consultant acknowledges and agrees that due to 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.

2.6 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.

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 "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 (1) one year, from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Enrique Hernandez III	President and Chief Executive Officer
(Name)	(Title)
John H. Campbell	Senior Vice President
(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 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 [John H. Campbell, CPP] 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.

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, 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 (Statutory Limits) 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.

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 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.

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 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 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

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 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.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 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:
OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

_____
Susie Altamirano, City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

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

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT "B"

CITY RFP & CONSULTANT PROPOSAL

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

A.

B.

C.

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

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Jason Espejo, Public Works Analyst

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-097 AUTHORIZING THE CITY MANAGER TO ENTER INTO A MARKETING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND NATIONAL LEAGUE OF CITIES (NLC) PROGRAM OFFERED BY UTILITY SERVICE PARTNERS – A HOMESERVE COMPANY, FOR THEIR WATER AND SEWER SERVICE LINE PROGRAM

SUMMARY: On October 7th, 2025, National League of Cities (NLC) made a presentation to City Council regarding a water and sewer line service program for the residents of South El Monte. NLC will provide service management for the program, and will need City approval to distribute marketing materials to the community. NLC has provided a marketing agreement for approval by the City of South El Monte.

RECOMMENDED ACTION: Staff recommends the City adopt Resolution 25-097, authorizing the City to enter into a marketing agreement with NLC.

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

DISCUSSION: The NLC Service Line Program will utilize the City logo to brand materials used to inform residents about repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for customers. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ATTACHMENT(S):

A. Resolution No. 25-097
B. NLC Marketing Agreement - City of South El Monte

ATTACHMENT A

RESOLUTION NO. 25-097

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MARKETING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND NATIONAL LEAGUE OF CITIES (NLC) PROGRAM OFFERED BY UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. – A HOMESERVE COMPANY, FOR THEIR WATER AND SEWER SERVICE LINE PROGRAM

WHEREAS, on October 7th, 2025, National League of Cities (NLC) made a presentation to City Council regarding a water and sewer line service program for the residents of South El Monte.; and

WHEREAS, the City has determined that a marketing agreement with the Utility Service Partners Private Label, Inc. d/b/a/ SLWA Insurance Services, a Delaware Corporation, is necessary to provide water and sewer service line programs; and

WHEREAS, The NLC Service Line Warranty Program will utilize the City logo to brand materials used to inform residents about repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for customers; and

WHEREAS, The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval; and

WHEREAS, there is no fiscal impact to the City for this marketing agreement.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager to take all actions necessary to execute and effectuate the Agreement in substantially the form attached as Attachment B to the November 4th, 2025, staff report.

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

PASSED, APPROVED AND ADOPTED this 4th day of November 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. 25-097, 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 4th day of November 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

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into and made effective as of _____, ("**Effective Date**"), by and between the City of South El Monte, California ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a SLWA Insurance Services, a Delaware corporation ("**SLWA**," and together with City, the "**Parties**," and each, a "**Party**").

WHEREAS, individual residential property owners ("**Customer(s)**") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("**Plan(s)**") to repair such lines; and

WHEREAS, SLWA is a subsidiary of HomeServe USA Corp. ("**HomeServe**").

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. Mutual Grant of License. City grants to SLWA a non-exclusive license ("**License**") to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias ("**Marks**") owned by City or its Affiliates (defined below), which may include the use of City's logo and name in advertising (including on SLWA's websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA's sole cost and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA's Marks which shall be limited to the use of SLWA's logo and name in advertising (including on City's websites or social media sites), in all cases subject to SLWA's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party's use of the other Party's Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days' written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. Data.

i. If City elects to do so, City may provide SLWA with "zip code" data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data ("**Customer Data**") to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City's property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. If Customer Data is provided by City to SLWA, City warrants, represents, and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws, and that it is permitted by Applicable Laws and by any applicable privacy policy to provide Customer Data to SLWA and to permit SLWA to use Customer Data for the purposes set forth in or contemplated by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA's property and Confidential Information. "**Member**" means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information.

ii. Data Processing Addendum. In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum (the "**DPA**"), which is incorporated herein by reference, and which may be modified by SLWA to maintain compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date ("**Initial Term**"). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a "**Renewal Term**" and collectively with the Initial Term, the **"Term"**) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("**Applicable Laws**") with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality. "Confidential Information"** of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the state or commonwealth where City is located, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days' written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials ("**Representatives**") shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs ("**Claim(s)**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an

Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
vi. in the case of City, it will abide by the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party or its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: City:
City of South El Monte
1415 Santa Anita Ave
South El Monte, CA 91733
Attention: Rene Salas
email: eric.diaz@soelmonte.org

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a SLWA Insurance Services
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe, and its direct and indirect subsidiaries.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of California, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in California, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE

ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at https://www.homeserve.com/sc/cobc) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF SOUTH EL MONTE

By: _____

Name: _____

Title: _____

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SLWA INSURANCE SERVICES

By: _____

Name: Michael Backus

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

City of South El Monte
Term Sheet

I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).

II. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.

IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:

A. Exterior water service line plan (initially, $ 5.49 per month)

i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
ii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
iii. Coverage Cap: Unlimited number of calls/$8,500 per call/unlimited annual maximum.

B. Exterior sewer/septic line plan (initially, $ 9.49 per month)

i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
iii. Coverage Cap: Unlimited number of calls/$8,500 per call/unlimited annual maximum.

C. Interior plumbing and drainage plan (initially, $ 18.49 per month)

i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
   a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
ii. Coverage Cap: Unlimited number of calls/$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar ($1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar ($1.00), both Parties must agree in writing.

V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

City Council Agenda Report

Agenda Item No. 9.a.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: CONSIDERATION AND APPROVAL OF THE FLAGS OF VALOR FUND MANAGEMENT PLAN AND VETERAN SUPPORT APPLICATION PROCESS

SUMMARY: Flags of Valor is a meaningful tribute presented by the City of South El Monte to honor our nation's military heroes. This program raises vital funds to support local veterans in our community. City staff has reviewed potential options for managing the funds generated through the Flags of Valor program and is recommending that the City of South El Monte oversee the funds directly to ensure transparency, accountability, and alignment with community priorities.

RECOMMENDED ACTION: Staff recommends City Council discuss and approve the following:

1. The proposed Flags of Valor Fund Management Plan, with the City of South El Monte serving as the administrator of funds raised through the program; and
2. Approve the proposed Veteran Support Application and selection process to guide the fair and transparent distribution of funds to local veterans in need.

FISCAL/FINANCIAL IMPACT: No fiscal impact based on the assumptions below:

1. City staff time and equipment used for this program is minimal and will be absorbed by the Community Services Department.
2. 100% of the donations raised are used to support veterans.

DISCUSSION: At the September 2, 2025, City Council meeting, council directed staff to manage the Flags of Valor funds internally. As a result, staff proposes the Flags of Valor Fund Management Plan which establishes a clear framework for how funds will be collected, managed, and distributed. The plan ensures accountability and equitable access to assistance while maximizing the program's local impact. The key components of this plan are as follows:

- The City will retain and manage all funds generated through the Flags of Valor program.
- Eligible uses include temporary emergency housing, food assistance, transportation, and family support.
- Funds will be distributed through an application and review process administered by the Community Services Department.
- Staff will provide quarterly updated to the Patriotic Commission and an annual impact summary at the next year's Flags of Valor event.

To ensure a fair and transparent process, the City will implement a Flags of Valor Veteran Support Application. The process includes the following:

1. Eligibility - Applicants must be veterans residing in South El Monte or immediate family members of veterans.
2. Application submission - Veterans may apply in person, providing proof of service and South El Monte residency.
3. Review Process - A review committee consisting of Community Services staff will evaluate requests based on urgency, eligibility, and available funds.
4. Approval and Distribution - Approved requests will be processed through the Community Services Department, with assistance provided in the form of direct payments, vouchers, or resources.
5. Reporting - Staff will maintain detailed records of all disbursements and outcomes to ensure accountability.

By adopting the proposed management plan and application process, the City of South El Monte will strengthen its commitment to supporting local veterans while maintaining transparency and community trust in how Flags of Valor funds are utilized.

Staff report prepared by Nancy Rodriguez, Community Services Analyst.

ATTACHMENT(S):

A. Attachment A - Flags of Valor Veteran Support Application

CITY OF SOUTH EL MONTE COMMUNITY SERVICES DEPARTMENT

FLAGS OF VALOR VETERAN SUPPORT APPLICATION

Funds raised through the Flags of Valor program are dedicated to supporting South El Monte veterans and their families in need. Temporary assistance may include housing, food, transportation, healthcare, mental health services, job training, and family support.

Qualifications & Requirements:

- Open to South El Monte Veterans.
- Provide proof of Honorable Discharge.

Applicant Information

Full Name: _____ DOB: _____

Phone Number: _____ Email: _____

Home Address (South El Monte residents only):

_____

Proof of Service (attach one):

☐ DD-214 ☐ VA ID Card ☐ Military ID ☐ Other: _____

Assistance Requested (select all that apply):

Housing Assistance (hotel voucher, rental support)

Food/Grocery Support

Transportation (bus pass, gas card, ride assistance)

Family Support (childcare, school supplies)

Other: _____

Certification

I certify that the information provided is true and accurate. I understand that funds are limited and assistance is not guaranteed.

Signature: _____ Date: _____

Office Use Only

Date Received:_____ Verified Residency: ☐ Yes ☐ No

Verified Veteran Status: ☐ Yes ☐ No Category of Support Approved:_____

Amount/Type of Assistance Provided:_____

Approved by: _____

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: APPROVAL OF PROPOSED DARK CITY COUNCIL MEETING DATES AND CLOSURE OF CITY HALL FOR HOLIDAYS

SUMMARY: Each year staff requests City Council consider “going dark” on the second Tuesday in November and December due to the Thanksgiving and Christmas holidays. Staff also requests going dark the first meeting in January on January 6, 2026.

RECOMMENDED ACTION: Staff recommends City Council:

1. Approve going dark on Tuesday, November 18, 2025, Tuesday, December 16, 2025, and Tuesday, January 6, 2026, due to the Thanksgiving, Christmas and New Year holidays; and
2. Authorize a City Hall closure during the Christmas holiday, from December 22, 2025, through January 1, 2026. City Hall reopens January 5, 2026.

FISCAL/FINANCIAL IMPACT: None.

DISCUSSION:

The City Council traditionally takes a recess and does not hold a second meeting during the months of November and December. For this year, staff recommends that the City Council also go dark for the first meeting in January, scheduled for January 6, 2026. If necessary, a special meeting may be called during this period.

In addition, staff recommends a City Hall closure from Monday, December 22, 2025, through Thursday, January 1, 2026. City Hall would reopen on Monday, January 5, 2026. During the closure, employees will use up to six (6) days of personal leave or may opt to work at City Hall during the closure.

ATTACHMENT(S):

None

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: LETTER FROM SOUTH EL MONTE VETERANS SENIOR BASEBALL TEAM REQUESTING A FACILITY WAIVER FOR THE USE OF THE BASEBALL FIELD AT DEAN L. SHIVELY PARK

SUMMARY: The South El Monte Veterans Senior Baseball ("SEM Veterans") team is requesting a facility fee waiver for the use of Dean L. Shively ("Shively") Park to host their 2026 baseball season's games.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility waiver requested by SEM Veterans in the amount of $6,000.00.

FISCAL/FINANCIAL IMPACT: If approved, in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of $6,000.00. The SEM Veterans will be responsible for all remaining costs including, but not limited to, insurance coverage and refundable damage deposits.

Please see Attachment C - SEM Veterans Reservation Fee Details, summarizing the cost associated with the reservation.

DISCUSSION: The non-profit organization is composed of a team player roster of 90% South El Monte residents who volunteer and are dedicated to promoting health and community engagement among the senior population. SEM Veterans are requesting a fee waiver in the amount of $6,000.00 for the use of Shively Park field to host their 2026 baseball season on Saturdays beginning March 7, 2026, to August 29, 2026, from 8:00 a.m. - 1:00 p.m.

ATTACHMENT(S):

A. SEM Veterans Fee Waiver Request
B. SEM Veterans Facility Reservation Application
C. SEM Veterans Reservation Fee Details 2026

To: South El Monte City Council

Subject: Request for use of Shively Park on Saturdays from 8:00 AM to 1:00 PM

Dear City Council:

We are a group of senior residents from South El Monte who proudly call ourselves "Super Veterans". Baseball is more than just a game to us, it's a way to stay active, connect with our families, and build friendships with others in our age group. It brings joy, health, and community into our lives.

With that spirit in mind, we respectfully request permission to use Shively Park every Saturday from 8:00 AM to 1:00 PM for our baseball gatherings. This time allows us to enjoy the sport in a safe and welcoming environment while fostering positive social interaction.

We would be deeply grateful for your approval and support in helping us continue this meaningful tradition.

Warm regards,

South El Monte Veterans

Non-Profit Organization

Hector Simiano

(626)277 1740

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: Hector Simiano	Organization/Business: SEM Veterans
Address: 1217 Lerma Rd.	City: South El Monte Zip Code: 91733
Home Phone:	Work Phone:
Cell Phone: 626-277-1740	Email:

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	___ Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___Community Room
___ Amphitheater	___ Game Room I	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room II		Shively and New Temple
___ Parking Lot			Shively Baseball Field
			_____ Picnic Area
			_____ Field
			_____ Picnic Area

Date of Event:	3/7/2026-8/29/2026	Day(s):	Saturdays	Estimated Attendance:	40		
Purpose of Event/Function:	Senior Baseball Team Games						
Reservation Time:	8:00 a.m.	to	1:00 p.m.	Set up Time:	_____	to	_____
Kitchen Hours:	_____	to	_____	Clean up Time:	_____	to	_____

Will the event be open to the public?	Yes	
Will there be entertainment?	n/a	If yes, what type? _____
Will food be served?	n/a	If yes, name of caterer? _____
Will alcohol be served?	n/a	
Portable Stage needed?	n/a	

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ _____ x _____ Hours	$
Staff Fee	$ _____ x _____ # Staff x _____ Hours	$
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$
Kitchen Fee		$
Clean Up Fee		$
Damage Deposit		$
Insurance Premium Certificate		$
Liquor Premiums		$
Inflatable Bouncer		$
ABC Permit		$
	TOTAL:	$

# of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 12:00 a.m. Amplified music must be terminated no later than 11:00 p.m.
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes , assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
    Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a $25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cacellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____

ATTACHMENT C

SEM VETERANS BASEBALL RESERVATION DETAILS

WAIVED FEES

Fee Description	Units	Total
Shively Park Field Rental Fee	$50/hour x 120 hours	$6,000.00
Total Waived Fees		$6,000.00

NON-WAIVED FEES

Fee Description	Units	Total
Shively Park Field Damage Deposit	$500.00 (Refundable)	$500.00
Insurance Coverage	Agency will Provide	-
Total Non- Waived Fees		$500.00

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

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Ariana De La Cruz, Director of Community Services

SUBJECT: LETTER FROM SOUTH EL MONTE AVIATORS REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELD AND SHIVELY PARK FIELD AND CONSIDERATION TO WAIVE THE LIGHT FEES AT NEW TEMPLE AND SHIVELY PARK

SUMMARY: The South El Monte Aviators are requesting a facility fee waiver for the use of New Temple Park fields and Shively Park field to host practices. Additionally, the Aviators are requesting the City Council to consider waiving the light fees associated with the reservation at Shively and New Temple Park.

RECOMMENDED ACTION: Staff recommends City Council:

1. Discuss and consider the facility reservation fee waiver for the use of New Temple Park fields and Shively Park field in the amount of $2,250.00; and
2. Discuss and consider the request to waive the reservation light fees in the amount of $1,350.00.

FISCAL/FINANCIAL IMPACT: If approved, the City will waive the facility reservation fees in the amount of $2,250.00 in accordance with the Facility Reservation Regulations and Fee Schedule, and the Aviators will be responsible for all remaining rental costs including, but not limited to lights, lining, insurance coverage, etc.

Should the City approve to waive the lighting fees, the City would be waiving an additional $1,350.00. The waived amount will be absorbed by the General Fund.

Please refer to Attachment A — Aviators Reservation Fee Details, summarizing the cost associated with the Aviators reservation.

DISCUSSION: The City has been a long time supporter of accessible sports organizations for the community's youth. The South El Monte Aviators is a non-profit youth group focused on providing children the opportunity to learn fundamental skills of

baseball and compete while representing the community of South El Monte. The South El Monte Aviators are requesting a fee waiver in the amount of $2,250.00 for the use of Shively and New Temple Park baseball fields to host practices on Wednesdays beginning November 5, 2025 to February 25, 2026 from 5:30 p.m. - 8:30 p.m. In addition, the Aviators are requesting the City Council to consider waiving the light fees accrued with the reservation. It is the discretion of the City Council to approve or deny any request associated with the reservation.

ATTACHMENT(S):

A. Aviators Reservation Fee Details '25-'26
B. Aviators Facility Reservation Application
C. SEM Aviators Fee Waiver Request Letter

ATTACHMENT A

AVIATORS RESERVATION DETAILS

WAIVED FEES

Fee Description	Units	Total
Shively Park Field Rental Fee	$50/hour x 30 hours	$1,500.00
New Temple Park Field Rental Fee	$50/hour x 15 hours	$750.00
Total Waived Fees		$2,250.00

NON-WAIVED FEES

Fee Description	Units	Total
Shively Park Field Damage Deposit	$500.00 (Refundable)	$500.00
New Temple Park Damage Deposit	$500.00 (Refundable)	$500.00
Insurance Coverage	Agency will Provide	-
Total Non- Waived Fees		$1,000.00

Light Fees Consideration to be Waived

Fee Description	Units	Total
Shively Park Light Fee	$30/hour x 30 hours	$900.00
New Temple Park Light Fee	$30/hour x 15 hours	$450.00
Total Light Fees		$1,350.00

ATTACHMENT B

City of South El Monte Community Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: Carlos Delgado	Organization/Business: South El Monte Aviators
Address: 2717 Humbert Ave Apt. 10	City: South El Monte Zip Code: 91733
Home Phone:	Work Phone:
Cell Phone: 626-244-5108	Email: carlos2717@icloud.com

COMMUNITY SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	___ Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___Community Room
___ Amphitheater	___ Game Room I	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room II		Shively and New Temple
___ Parking Lot			Shively Baseball Field
			_____ Picnic Area
			NT Senior Field
			_____ Picnic Area

Date of Event:	11/5/2025-2/25/2025	Day(s):	Wednesdays	Estimated Attendance:	15		
Purpose of Event/Function:	Baseball practice						
Reservation Time:	5:30pm	to	8:30pm	Set up Time:	5:00pm	to	5:30pm
Kitchen Hours:	n/a	to	n/a	Clean up Time:		to	

Will the event be open to the public?	n/a	
Will there be entertainment?	n/a	If yes, what type?
Will food be served?	n/a	If yes, name of caterer?
Will alcohol be served?	n/a	
Portable Stage needed?	n/a	

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment, or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Community Services Designee _____ Date: _____

City of South El Monte Community Services Department

APPLICANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ _____ x _____ Hours	$
Staff Fee	$ _____ x _____ # Staff x _____ Hours	$
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$
Kitchen Fee		$
Clean Up Fee		$
Damage Deposit		$
Insurance Premium Certificate		$
Liquor Premiums		$
Inflatable Bouncer		$
ABC Permit		$
	TOTAL:	$

# of Round Tables: _____
# of Rectangle Tables: _____
# of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the Facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide, and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes , assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
    Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Community Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determine appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund.
2. All other cancellations subject to a $25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____

Dear City Council,

Hope all is well! I'm reaching out on behalf of the South El Monte Aviators to see if we could reserve a field at Shively Park or New Temple Park one day per week from 5:30 PM to 8:30 PM for our team practices (preferbaly on any one of these days M,T,W,TH). As we spoke before it would be from 11/5/25-3/20/25.

We're a local youth baseball group focused on giving kids a great place to learn and compete while representing South El Monte the right way. Having a consistent field would really help us keep things organized and provide a safe, structured space for our players.

Please let me know what days might work best or if there's any paperwork we should fill out to get started.

Thanks so much for your time and support — we really appreciate everything the city does for our local programs!

Best regards,
Carlos Delgado
President, South El Monte Aviators
626-244-5108
Carlos2717@icloud.com

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

DATE: November 4, 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: LETTER FROM THE SOUTH EL MONTE EMPLOYEES CHRISTMAS RECOGNITION COMMITTEE REQUESTING SPONSORSHIP FOR THE EMPLOYEE CHRISTMAS RECOGNITION DINNER DATE TBD

SUMMARY: The South El Monte Employee Associations are seeking an $8,000 sponsorship to fund the Annual Christmas Employee Recognition Dinner. This includes the rental of the location and a dinner for all city employees, totaling approximately $8,000. Thank you for helping us celebrate the people who keep South El Monte running strong!

RECOMMENDED ACTION: Staff recommends the City fund the Employee Christmas Recognition Dinner totaling $8,000.

FISCAL/FINANCIAL IMPACT: If approved, $8,000 to be expended out of the General Fund, Human Resources Department, Employees Recognition Account 01-100-1050-5940.

DISCUSSION: Each year, the City of South El Monte proudly celebrates our dedicated employees during the Employee Recognition and Christmas Dinner. This special event recognizes staff for their years of service, dedication, and commitment to making our city a better place to live and work.

We are seeking donations to help make this celebration memorable. Your generous contribution will support event expenses, including venue and dinner costs, as well as recognition awards for our employees who dedicate themselves to serving the community throughout the year.

Your support not only shows appreciation for our city staff but also strengthens the bond between our local government, residents, and businesses. Thank you for helping us celebrate the people who keep South El Monte running strong!

ATTACHMENT(S):

A. City Letter for Christmas party 24

Happy Holidays

October 15, 2025

Dear City of South El Monte City Council,

Your sponsorship is a key factor in our event's success and will serve as a testament to your support and festive spirit. In recognition of your generosity, your sponsorship will be prominently acknowledged at our dinner tables, highlighting your commitment to our cause.

Once again, we extend warm holiday wishes to you and express our deepest appreciation for your integral role in helping us create a truly special event for all the City of South El Monte employees. Should you have any inquiries or require further information.

Respectfully,

Gloria Olmos, Mayor, City of South El Monte, Dianna Gomez, Ariana De La Cruz, Wendy Cayco, Nancy Rodriguez, Jose Figueroa (SEM Employees Association)

$15,000_____ $10,000 _____ $8,000_____ Other _____

Please make check payable to:

The South El Monte Employees Association
Christmas Employee Recognition
1415 Santa Anita Avenue
South El Monte, CA 91733

City Council Agenda Report

Agenda Item No. 9.f.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 25-099 CONSENTING TO THE APPOINTMENT OF DAVID DE VRIES AS DIRECTOR OF ECONOMIC DEVELOPMENT AND APPROVAL OF THE DIRECTOR OF ECONOMIC DEVELOPMENT EMPLOYMENT AGREEMENT

SUMMARY: Staff is asking the City Council to consent to the appointment of David De Vries as Economic Development Director and approve his employment agreement for services as Economic Development Director.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 25-099 approving the employment agreement between the City and David De Vries for the position of Director of Economic Development; and
2. Authorize the Mayor to execute the employment agreement.

FISCAL/FINANCIAL IMPACT: The Director of Economic Development position was budgeted for fiscal year 2025-2026. Mr. De Vries will receive a salary of $200,000 annually, which is Step D of the City's current salary schedule for the position of Director of Economic Development. Benefits are estimated at 35% or $70,000. Any increases in subsequent years will be applied through performance reviews and/or salary adjustments. At this time, funds are available to administer the terms of the employment agreement.

DISCUSSION: The Director of Economic Development is a new, and essential member of the City's Executive Management Team and reports directly to the City Manager.

On April 15, 2025, the City Council approved the creation of the position of Director of Economic Development during the re-structuring of City Administration aimed at effectively meeting the operational and governmental needs of the City.

This new classification is an Executive Management Position responsible for all Economic Development Services, including but not limited to advanced planning, capital projects, land use, courting new business, negotiating contractual agreements with grantors, developers and brokers.

The key terms and provisions of the proposed agreement for Mr. De Vries are: 1) Three-year term; 2) Annual Base Salary of $200,000 ($16,666.66 per month); 3) Car allowance in the amount of $600 per month; 4) One (1) month severance if terminated without cause within one (1) year, and Six (6) month's severance if terminated thereafter; and 5) upgraded employment benefits, including a maximum budget of $5,000 for recurring annual memberships, conferences & training.

ATTACHMENT(S):

A. Resolution No. 25-099
B. Director of Economic Development At Will Contract

ATTACHMENT A

RESOLUTION NO. 25-099

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL CONSENTING TO THE APPOINTMENT OF DAVID DE VRIES TO THE POSITION OF DIRECTOR OF ECONOMIC DEVELOPMENT AND APPROVAL OF THE DIRECTOR OF ECONOMIC DEVELOPMENT EMPLOYMENT AGREEMENT

WHEREAS, it is the desire of the City Manager of the City of South El Monte ("City") to appoint David De Vries to serve in the position of Director of Economic Development beginning on November 12, 2025, and approve the presented employment agreement; and

WHEREAS, pursuant to South El Monte Municipal Code section 2.64.040, appointment of City department heads "… shall be made by the city manager, subject to the consent of the city council[;]" and

WHEREAS, on April 15, 2025, the City Council approved the creation of the position of Director of Economic Development during the re-structuring of City Administration aimed at effectively meeting the operational and governmental needs of the City; and

WHEREAS, this new classification is an Executive Management Position responsible for all Economic Development Services, including but not limited to advanced planning, capital projects, land use, courting new business, negotiating contractual agreements with grantors, developers, and brokers; and

WHEREAS, the City requires the services of a Director of Economic Development; and

WHEREAS, Mr. De Vries has the required level of education, experience, skills and expertise to serve as the Director of Economic Development; and

WHEREAS, based on Mr. De Vries's executive and administrative qualifications, ability, and experience, the City Manager desires to employ David De Vries to serve as the Director of Economic Development for the City; and

WHEREAS, Mr. De Vries desires to perform and assume responsibility for the position of Director of Economic Development services to the City.

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 consents to the appointment of David De Vries as Director of Economic Development, which shall include a salary at Step D of the City's current and approved salary schedule for the position of Director of Economic Development at an annual salary of Two Hundred Thousand Dollars ($200,000.00).

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 4th day of November 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. 25-099, 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 4th day of November 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

DIRECTOR OF ECONOMIC DEVELOPMENT EMPLOYMENT AGREEMENT

This Director of Economic Development EMPLOYMENT AGREEMENT ("Agreement") is entered into the 5th day of November 2025, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation ("City") and David De Vries, an individual ("Employee").

R E C I T A L S

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to appoint an individual to serve in the position of Director of Economic Development effective November 12 , 2025; and

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 Economic Development is the department head of the City's Economic Development 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, the City requires the services of a Director of Economic Development ; and

WHEREAS, the duties of the Director of Economic Development are set forth in Exhibit "A" to this Agreement; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Manager desires to employ Employee to serve as the Director of Economic Development for the City; and

WHEREAS, Employee has the required level of education, experience, skills, and expertise to serve as the Director of Economic Development of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of Director of Economic Development services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of Director of Economic Development professional services to the City through this Agreement.

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 as Director of Economic Development for the City to perform the functions and duties of the Director of Economic Development 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 Economic Development , 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 Economic Development 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 and Employee agree that the Employee's regular work schedule shall be 6:00 a.m. to 3:30 p.m., Monday through Thursday, and four (4) hours of remote work each Friday. The schedule may be adjusted from time to time as mutually agreed upon by the City and Employee to meet operational needs. 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 his 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 Economic Development. Notwithstanding the foregoing, the City approves the following activities, provided they are conducted on Employee's own time and do not create a conflict of interest, interfere with City projects, or hinder the satisfactory performance of Employee's duties: a) Maintaining an active Real Estate Broker's License and engaging in purchase and sale of real estate for personal reasons; and b) Teaching at San Diego State University for up to 36 hours annually each Fall Semester, which may require Employee to leave work up to three (3) hours early each Wednesday for approximately twelve (12) weeks from September through December.

1.4 Employment Status. Upon appointment to the Director of Economic Development position, Employee shall serve at the will and pleasure of the City Manager and understands that he 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 his 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 his 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 he is not included within the classified service of the City pursuant to South El Monte Municipal Code § 2.64.010(H)(7).

1.7 Exempt Status. Employee acknowledges and agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act and any other applicable state or federal law or regulation.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be two hundred thousand dollars ($200,000.00) annually ("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 Economic Development . 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 commenced his services hereunder at 12:01 a.m. Pacific daylight savings time on November 12 , 2025, 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 November 12, 2028) 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 he 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. 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 Economic Development Director 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 Economic Development Director. Upon appointment to the Economic Development Director 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 he 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 civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base 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 to the monthly base salary of Employee then in effect multiplied by six (6) 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 Economic Development 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
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
13. Juneteenth Day

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 80 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.

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 stepparents; spouse's parents or stepparents; brothers, stepbrothers 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 the is 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 his 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 his 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 a " Classic" member and accordingly is covered by the 2% @ 60 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "Classic" member as determined by CalPERS, which currently the amount is 7.0%. If the mandatory CalPERS contribution rate for " Classic" members changes, the Employee shall comply with the rate as may be determined by CalPERS.

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, he 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 his 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 his 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 Professional Development, Memberships, Conferences. Employee shall be eligible to attend professional conferences, trainings, and events, and to maintain memberships in professional organizations relevant to the duties of the Director of Economic Development. The City shall provide an annual budget not to exceed Five Thousand Dollars ($5,000) for the combined cost of memberships, conferences, events, and trainings, travel and accommodation. Employee shall submit proposed memberships, conferences, or training events for City Manager approval in advance of incurring any related costs.

6.14 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 his 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, he 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. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service.

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

6.15 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%

6.16 Deferred Compensation. City shall contribute $400.00 per month into a qualified 457 plan.

6.17 Cellular Phone. In lieu of a City-issued cellular phone, the Employee shall receive a monthly stipend of fifty dollars ($50) to offset the cost of using a personal device for City business. Employee acknowledges that any communications, including emails and text messages sent or received on the personal device in connection with City business may constitute public records subject to disclosure under the California Public Records Act (Government Code §7920 et seq.), and Employee agrees to cooperate with the City in providing access to such records as required by law

6.18 Automobile Allowance.

(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.

(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.

6.19 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 Economic Development. 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 with legal counsel of City's choosing 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:
City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:
David De Vries
[Employee Adress]

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 or waiver for all or any other times.

9.6 Agreement to Mediation. Before initiating litigation over any dispute about matters covered by this Agreement, the City and Employee agree that they will submit to voluntary mediation in accordance with procedures to be mutually agreed by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either part of their respective

rights and obligations under Government Code section 810 *et seq.*

9.7 Severability. 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.

9.8 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.

9.9 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”.

9.10 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

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

_____
Susie Altamirano, City Attorney

EMPLOYEE

_____
David De Vries

EXHIBIT "A"

CITY OF SOUTH EL MONTE

DIRECTOR ECONOMIC DEVELOPMENT

At-Will, Exempt

DEFINITION

Under direction from the City Manager, serves as a member of the City's executive management team; plans, directs, organizes, budgets, coordinates and oversees the programs, projects, activities and operations of the Economic Development Department. He/She will establish and maintain liaison to the Planning Commission, capital improvement projects, other committees as needed, and the general public. He/She assures the integrity of all Economic Development services; is well versed in the principles methods and practices of economic development that includes strong negotiating and facilitation skills; has familiarity with the fundamentals of real-estate analysis including financial and economic review processes; and oversees the administration of professional consulting services contracts. Provides leadership regarding departmental strategies, resource requirements and competing priorities to attain community needs. Performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received from the City Manager.

ESSENTIAL DUTIES

Assume full management responsibilities for Economic Development Departmental Services and Duties may include, but are not limited to, the following:

- Plans, organizes, and directs Economic Development operations including current and advanced planning, environmental planning (CEQA compliance).

- Reviews major land use, businesses, construction and building projects with other Staff, Managers, Commissions, Committees, City Manager and City Council to enhance and maintain successful programs and projects to help shape the growth and development of the City.

- Facilitates private development in the City through meetings and outreach to developers, brokers, and retail tenants.

- Obtain and manage state and federal grant monies for private development and other projects.

- Understand Budgetary practices and economics in the field of economic development, direct the forecast of funds needed for staffing, equipment, materials, and supplies, monitor and approve expenditures and implement mid-year adjustments.

- Represents the Economic Development Department to other line departments, elected officials, and outside agencies and organizations.

- Courts developers and businesses and negotiate contracts and agreements.

- Supervise and coordinate the technical research required in the economic development review process.

- Develop and Present highly technical & analyzed information, studies and reports, as well as ordinances, resolutions, and staff report clearly and concisely to various divisions, commissions, City Council and lay groups orally and in writing.

- Hires, trains, motivates, evaluates, disciplines, plans and organizes workloads for assigned staff and consultants.
- Analyzes local, State and Federal legislation; advises and develops City policy in the areas economic development,
- Engages intergovernmental organizations and represents the City in Economic Development forums.
- Perform a variety of public relations and outreach work related to Economic development, redevelopment activities.
- Generates private sector investment and economic development interest in the revitalization of properties in the City by working with real estate brokers, merchant builders and private investment firms.
- Evaluates business processes and implements modernization strategies, where needed, develops and leads staff to implement short and long-range plans and projects related to economic development.
- Responds to public inquiries about economic development, regulations, and ordinances.
- Perform other duties as assigned by the City Manager.

JOB REQUIREMENTS

Knowledge:

- Principles and practices of Public Administration, Organization and Management.
- Principles, methods, and procedures of Economic Development.
- Budget Techniques.
- City Municipal Code, General Plan, Subdivision Map Act.
- State and Federal regulations and legislation.
- Principles of urban design, planning and zoning laws, land develop process.
- Adept regulation research, English Language usage, writing and interpretation skills.
- Marketing and Public Relations, principles and techniques.
- Technology systems and relevant software applications.
- Supervise, evaluate, and direct assigned staff.
- Initiate, negotiate, and/or review complex development proposals.
- Adapt in a high-volume, fast-paced working atmosphere with multiple priorities.
- Develop comprehensive plans to meet future City needs/services.
- Deal constructively with conflict and develop effective resolutions.
- Coordinates with developers and brokers effectively.

Competencies:

- Project Management – Ensures clear definition of project goal and criteria for success.
- Strategic View – Focuses on the future and where current trends will lead.
- Managing Change – Involves key stakeholder in planning and decision making.
- Process Improvement – Controlling and Improving processes and workflow.
- Organizational Design and Structure – Evaluates alternative organizational designs and selects the one best suited to meeting customer needs.
- Organizational Savvy – Understands the inner workings and interrelationships of the organization.
- Fiscal Acumen – Spends organizational funds wisely and strategically.
- Managing Performance – Sets and aligns individual performance goals with the goals of the unit and the overall organization.
- Empowering Others – Allocates responsibility to others according to their abilities and opportunities for development.
- Leadership – Creates a positive work environment in which all are motivated to do their best.
- Handling Conflict – Deals with interpersonally or politically challenging situations calmly and diplomatically, diffusing tension.
- Influencing – Persuades others to consider and adopt a new position or attitude on a topic.
- Presentation Skill – Delivers clear, organized, and persuasive messages.
- Innovation – Readily spots/identifies current opportunities for improvement.
- Gathering and Analyzing Data – Organizes, codes, aggregates, and disaggregates data for analysis and produces data that can be trusted.

MINIMUM QUALIFICATIONS

Experience:

Five (5) years increasingly responsible experience in urban planning, Public Administration, Economics, Engineering, or closely related field. A Master's Degree in an applicable field is highly desirable. At least three years of increasingly responsible professional experience in the public service sector, and in supervisory management capacity. Demonstrated commitment to collaboration, innovation, open and transparent communication, and fiscal management. Management certifications from accredited universities or institutions is also a plus.

Education:

Bachelor's degree in Urban and/or Regional planning, Geography, public administration, or a closely related field. A Master's degree is preferred.

Licenses and Certificates

Possession of a valid Class C California State Driver's License at the time of employment and continuously throughout employment.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands and working conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands:

- Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Frequently required to talk or hear.
- Sit; use hands to finger, handle, feel or operate objects, tools, or controls.
- Reach with hands and arms.

- Occasionally required to stand or walk.
- Occasionally lift and/or move up to 25 pounds.
- Vision abilities required for close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Working Conditions:

- Sedentary, office settings.
- Some outdoor work is required in the inspection of various land use developments and construction sites.
- Exposure to weather conditions including wet and/or humid conditions, or airborne particles.
- Noise level in the work environment is usually quiet in the office, and moderate in the field.
- Ability to work extended hours, including evenings, weekends, and holidays in order to complete projects,

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 David De Vries, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Director of Economic Development effective November 12, 2025, 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 him at the time of his 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 _____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 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, though, 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 the date of this AGREEMENT (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 to the extend allowed by applicable law.

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 he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has 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 he 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 he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his 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 he 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, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his 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 to the extend allowed under applicable law.

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 he shall be exclusively liable for the payment of all taxes for which he is 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 Human Resources Division, 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 he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he 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, he 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:_____
David De Vries

THE CITY

DATED:_____ By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Susie Altamirano, City Attorney

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. 12.a.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **COUNCILMEMBER MANUEL ACOSTA**

1. Travel Approval Process
   Discussion/Action: Every year the city council approves a budget for travel for the city council and all city employees. The approval of the travel has certain requirements. These requirements include professional development, any city-oriented business, and potential benefit to the city and its residents. As long as these requirements are met, travel is almost certain. The current city policy distinguishes between in-state and out-of-state travel. Out-of-state travel requires city council approval, while in-state travel does not. It is unclear why there is a distinction. How does out-of-state travel differ from in-state travel? And why does the city council have to approve out-of-state travel?

2. City Council Paraphernalia
   Discussion/Action: Individual canvas tarps with city council members' names were purchased with city funds. This is highly unusual and not a typical practice. For example, city council members are not allowed to appear in the city-sponsored newsletter due to it violating political campaign laws. Are city-purchased paraphernalia depicting councilmembers' names exempted? Do their purchase with city funds violate political campaign laws? Or is it simply a city policy? And if it is a city policy, should the city council be required to approve it?

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 12.b.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **MAYOR PRO TEM HECTOR DELGADO**

1. Consideration to approve a request from the El Monte-South El Monte Emergency Resources Association (ERA) for funding of $40,000 to support efforts in fighting food insecurity and providing essential services to families in need.
2. Manage Electioneering and campaigning practices on Public Facilities.

SUMMARY: The El Monte-South El Monte Emergency Resources Association (ERA) is an organization dedicated to serving families and children of the cities South El Monte-El Monte. ERA is facing an influx of individuals and families seeking assistance as a result of the government shut down and is requesting $40,000 from the city.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. City of South El Monte Helps Children and Families 2025-2026 (2)

El Monte-South El Monte
Emergency Resources Association (ERA)
70th Year Anniversary

10900 Mulhall St., El Monte, CA 91731
(626) 444-7269 emsemera@sbcglobal.net

October 21, 2025

The Honorable Gloria Olmos, Mayor
The Honorable Hector Delgado, Mayor Pro Tem
The Honorable Manuel Acosta, Councilmember
The Honorable Rudy Bojorquez, Councilmember
The Honorable Larry Rodriguez, Councilmember
and Rene Salas, City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear Mayor Olmos, Mayor Pro Tem Delgado, and City Council Members,

I am writing to you today as the Executive Director of the El Monte-South El Monte Emergency Resources Association (ERA), a nonprofit organization that has been dedicated to serving the families and children of South El Monte for the past 70 years. As I reflect on our organization's history, I am reminded of the enduring impact of our mission. Like a steadfast oak tree, we have weathered challenges and remained a constant source of support for our community.

But I'm here to tell you that the situation has never been more dire. The current government shutdown has thrown our community into chaos, and the most vulnerable among us are paying the price. The potential disruption to programs like Women, Infants, and Children (WIC) and Supplemental Nutrition Assistance Programs (SNAP) will have catastrophic consequences for families who rely on these lifelines to put food on the table. The thought of children going hungry, of families struggling to make ends meet, is a reality we cannot ignore.

As a result, ERA is bracing for an influx of individuals and families seeking assistance. More people in our community will desperately be turning to us for help, and we must be prepared to answer the call. That's why we're requesting funding in the amount of $40,000 to support our efforts in fighting food insecurity and providing essential services to families in need. This funding will enable us to continue providing critical services, including emergency food assistance and daily food distributions.

We believe that every child and family in South El Monte deserves access to nutritious food and the opportunity to thrive. That's why we work tirelessly to provide essential services to those in need. Our organization has been a lifeline for families struggling to make ends meet, and we are proud to serve this community.

ERA Christmas Food Baskets and Toys Distribution Event

- Monday, December 22, 2025 (8:00 AM - 1:00 PM) - Basket Assembly
- Tuesday, December 23, 2025 (8:00 AM - 3:00 PM) - Basket Distribution

This holiday program will bring joy and hope to families in need, and we urge you to join us in this effort. Your funding will enable us to continue providing critical services to families in need and make a meaningful difference in the lives of our residents.

Thank you for considering our request. We look forward to continuing our partnership with the City of South El Monte.

Sincerely,

Veronica Castro

Mrs. Veronica Castro
Executive Director, ERA
Emergency Resources Association (ERA)
10900 Mulhall St., El Monte, California 91731
(626) 444-7269 | emsemera@sbcglobal.net

City Council Agenda Report
Agenda Item No. 12.c.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **COUNCILMEMBER RUDY BOJORQUEZ**

1. Discussion to direct staff to begin identifying locations in the city for arts development districts and what needs to be done to change zoning in these locations.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 12.d.

DATE: November 4, 2025

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **COUNCILMEMBER LARRY RODRIGUEZ**

1. Direct staff to investigate the possibility of setting up a phone hotline for SEM Veterans to call to receive donated emergency food assistance.
2. Discussion to direct staff to begin identifying locations in the city for arts development districts and what needs to be done to change zoning in these locations.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None