

**CITY OF SOUTH EL MONTE
REGULAR MEETINGS AGENDA OF THE SOUTH EL MONTE CITY COUNCIL AND
THE SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT**

**MAY 26, 2020, 6:00 PM
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

*****SPECIAL NOTICE REGARDING COVID-19*****

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 in response to the COVID-19 pandemic, which authorizes the City Council to hold public meetings via teleconferencing and waives all requirements of the Brown Act requiring the physical presence of Council Members, staff, or the public as a condition of participation in or quorum for a public meeting.

THIS IS A CITY COUNCIL MEETING BY TELECONFERENCE ONLY.

Members of the public will have access to listen to and participate in the meeting by calling-in at the information below. Teleconference participation shall be available to the public at the following USA Toll-Free number, 1-888-204-5987, Access Code: 9671457.

Members of the public wishing to submit a general comment or a comment on an agenda item, can email rjuarez@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received by 5:00 p.m. on Tuesday, May 26, 2020 will be added to the City Council agenda as part of the public comment. The public may also view a live telecast of the meeting online at www.cityofsouthelmonte.org.



**GLORIA OLMOS, MAYOR/CHAIRPERSON
GRACIE RETAMOZA, MAYOR PRO TEM/VICE CHAIRPERSON
MANUEL ACOSTA, COUNCILMEMBER/COMMISSIONER
RICHARD ANGEL, COUNCILMEMBER/COMMISSIONER
HECTOR DELGADO, COUNCILMEMBER/COMMISSIONER**

**ANTHONY R. TAYLOR, CITY ATTORNEY/GENERAL COUNSEL
RACHEL BARBOSA, CITY MANAGER/EXECUTIVE DIRECTOR
ROSE JUAREZ, CITY CLERK/SECRETARY**

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Councilmember Hector Delgado
3. **INVOCATION** Deputy City Clerk, Paola Lara

4. **PRESENTATIONS**

4.a. **SHERIFF'S DEPARTMENT REPORT FOR THE MONTH OF APRIL**

The City Council will receive a report from the Sheriff's Department and discuss matters concerning law enforcement in the City.

[April Crime Statistics](#)

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 that is within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak for up to five minutes. With respect to non-public hearing agenda items, speakers shall provide their comments at this time. With respect to public hearing agenda items, speakers are encouraged to speak during the public hearing if they want their comments to be included in the record of the public hearing. Unless a majority of the Council objects, the Mayor may provide to speakers more or less time to speak. Any documents for review should be presented to the City Clerk for distribution.

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. MINUTES

Staff seeks City Council approval of the Minutes of the Regular Meeting of April 28, 2020.

RECOMMENDED ACTION: Staff recommends that the City Council approve the above referenced minutes.

[Minutes](#)

7.b. WARRANTS

Authorizing payment of City expenditures for the period of May 13, 2020 through May 26, 2020 totaling \$363,511.79.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-47, authorizing payment of City expenditures.

[Resolution No. 20-47](#)

7.c. CONSIDERATION OF RESOLUTION NO. 20-48, APPROVING AMENDMENT NO. 5 AMENDING THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

Staff seeks City Council approval to authorize an amendment to the Lower Tier Subaward Agreement with Huntington Culinary, Inc. to extend the term of the Agreement by one year, for an amount not to exceed \$235,654.20 for FY 20-21, matching the FY 19-20 award amount of \$235,654.20, to provide culinary services for the Elderly Nutrition Program.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-48 and Amendment No. 5, amending the Lower Tier Subaward Agreement between Huntington Culinary and the City of South El Monte substantially in the form attached to this agenda report, by extending the term of the Agreement through June 30, 2021.

[Attachment A - Resolution No. 20-48](#)

[Attachment B - Amendment No. 5](#)

7.d. CONSIDERATION OF RESOLUTION NO. 20-49, APPROVING AN AGREEMENT BETWEEN THE CITY AND ADMINISTRATIVE SERVICES COOPERATIVE, INC., D.B.A. FIESTA TAXI COOPERATIVE, INC. TO PROVIDE DIAL-A-RIDE TRANSPORTATION SERVICES AND MEAL DELIVERIES TO SENIORS AND DISABLED RESIDENTS OF THE CITY OF SOUTH EL MONTE FOR A NOT-TO EXCEED AMOUNT OF \$19,000

On March 18, 2020, due to the COVID-19 Pandemic, City staff were instructed to shelter in place at their place of residency and not to report to work until further notice. To prevent any gap in transportation and nutrition delivery services, the City Manager reached out to neighboring agencies to evaluate their transportation programs and evaluate whether these options would be temporarily viable until staff could safely return to work. To provide these services, Staff is requesting the City Council authorize the City Manager to enter into an agreement with Administrative Services Cooperative, Inc. d.b.a. Fiesta Taxi Cooperation, Inc. to provide Dial-A-Taxi transportation services to seniors and disabled residents and to deliver meals to the homes of seniors.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-49, approving the Professional Service Agreement (“Agreement”), in an amount not-to-exceed \$19,000, with Administrative Services Cooperative, Inc. d.b.a. Fiesta Taxi Cooperation, Inc. to provide Dial-A-Ride transportation services to seniors and disabled residents and meal deliveries for the Elderly Nutrition Program until July 31, 2020, with an option to extend the agreement for an additional six-month period through December 31, 2020.

[Attachment A - Resolution No. 20-49](#)

[Attachment B - Agreement](#)

7.e. **CONSIDERATION OF RESOLUTION NO. 20-50, APPROVING AMENDMENT NO. 8 TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES**

On July 1, 2016, a four-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the “County”) and the City of South El Monte (the “City”) was entered into to assist with the funding for the City’s Elderly Nutrition Program Services (the “Agreement”). This Amendment will increase the allocated baseline funding from \$229,361 to \$260,361 resulting in an increase of \$31,000 for Fiscal Year (FY) 2019-20 only. The \$31,000 will be allocated through Families First Coronavirus Response Act (“FFCRA”) funding.

RECOMMENDED ACTION: Staff recommends the City Council adopt Resolution No. 20-50, approving Amendment No. 8 to the Agreement and authorizing the City Manager to execute the same.

[Attachment A - Resolution No. 20-50](#)

[Attachment B - ENP Allocation Letter](#)

[Attachment C - Amendment No. 8](#)

8. PUBLIC HEARINGS None.

9. GENERAL BUSINESS

9.a. **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM - CONSIDERATION OF PROGRAM BUDGETS FOR FY 2019-20 (REVISED), FY 2020-21, AND CDBG-CV ASSISTANCE PROGRAMS (FUNDING SOURCE: CDBG & CDBG-CV FUNDS) FOR BUSINESS ASSISTANCE AND RENTAL ASSISTANCE**

At its May 12, 2020 meeting, the South El Monte City Council instructed staff to provide detailed options to offer CDBG Assistance programs to Businesses and Residents who have been impacted by COVID-19. The Los Angeles County Development Authority (LACDA) issued a Grants Management Unit Bulletin informing participating cities that they will receive additional CDBG funds as a result of the COVID-19 pandemic; South El Monte will receive \$128,099. The City intends to use the CDBG funds to assist residents and small businesses within the community. By reprogramming other available CDBG funds, staff identified a total of \$250,000 for this Assistance program. LACDA has authorized the city to use these funds to offer Business Assistance and Rental Assistance grants.

RECOMMENDED ACTION: Staff recommends that the City Council: 1) Approve the proposed CDBG program budget for the 2019-20 fiscal year (revised) and the CDBG-CV program; 2) Approve the funding and program guidelines for the proposed COVID-19 South El Monte Emergency Rental Assistance Program; and 3) Approve the funding and program guidelines for the proposed COVID-19 South El Monte Emergency Small Business Grant Program.

[Attachment A - COVID-19 Emergency Rental Assistance Guidelines](#)

[Attachment B - COVID-19 Emergency Small Business Grant Program Guidelines](#)

9.b. **2020 FOURTH OF JULY FIREWORKS STAND PERMITS**

At its May 12, 2020 meeting, the City Council discussed the possibility of allowing for Fourth of July fireworks stands to operate during the COVID-19 pandemic and what measures the operators would be following to protect customers and operators. Five applications have been filed to operate during this Fourth of July season from June 28-July 4.

RECOMMENDED ACTION: Staff recommends that the City Council consider and file a request to allow for five firework stands which applications have been received in conjunction with the Fourth of July 2020. The Planning Division reviewed the applications and find

that they meet the intent of Chapter 8.08 of the South El Monte Municipal Code.

[Attachment A - 2020 Fireworks Map](#)

[Attachment B - 2019 Fireworks Map](#)

[Attachment C - Fireworks Stand Safety Procedures](#)

9.c. FISCAL YEAR 2019-2020 FINANCIAL UPDATE

A fiscal year financial update for 2019-2020 has been developed. This covers a historical perspective of the City's cash balances, composition of cash and investments, budget to actual summary of revenues and expenditures for the period ending April 30, 2020, and projections through fiscal year ending June 30, 2020. In addition, an update is being provided on the audit activity of the City's books.

RECOMMENDED ACTION: Staff recommends that the City Council receive and file the report.

[Budget Review](#)

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

AB 1234 requires that councilmembers must briefly report, orally or in writing, on meetings attended at City expense (for example, Contract City and League of California Cities Conferences, ICSC conferences, etc.) at the City Council meeting following the meeting.

11. CORRESPONDENCE None.

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER MANUEL ACOSTA

1. South El Monte Homeless Services Committee
2. Update on Celebrating the Class of 2020

12.b. COUNCILMEMBER HECTOR DELGADO

1. Status Update on Project Room Key
2. Discussion on Saturation Patrol for SEM Team Deputies and Uniform Allowances for Team

3. Update on Budget Regarding Reserve Accounts. General Fund, Special Revenue Funds, (All 16 Accounts) Capital Project Funds

12.c. MAYOR GLORIA OLMOS

1. Graffiti Control and Putting Signage to Show Fines for Violators
2. Efficient Cost Cutting Measures

13. CLOSED SESSION

13.a. PUBLIC EMPLOYMENT/APPOINTMENT GOVERNMENT CODE SECTION 54957

Title: City Clerk

13.b. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association

14. RECESS COUNCIL MEETING

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

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

16. SUCCESSOR AGENCY MEETING - CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Angel, Delgado, Retamoza, (Chairperson) Olmos

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

Persons wishing to address the Board on any item on the agenda, or any other matter, are invited to do so at this time. Pursuant to the Brown Act, the Board cannot discuss or take action on items not on the agenda. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda.

19. CONSENT CALENDAR

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

19.a. MINUTES

Staff seeks Agency Board approval of the Minutes of the April 28, 2020 meeting.

RECOMMENDED ACTION: Staff recommends that the Agency Board approve the above referenced minutes.

[Minutes](#)

20. EXECUTIVE DIRECTOR'S AGENDA None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING



South El Monte April 2020

Crime Statistics

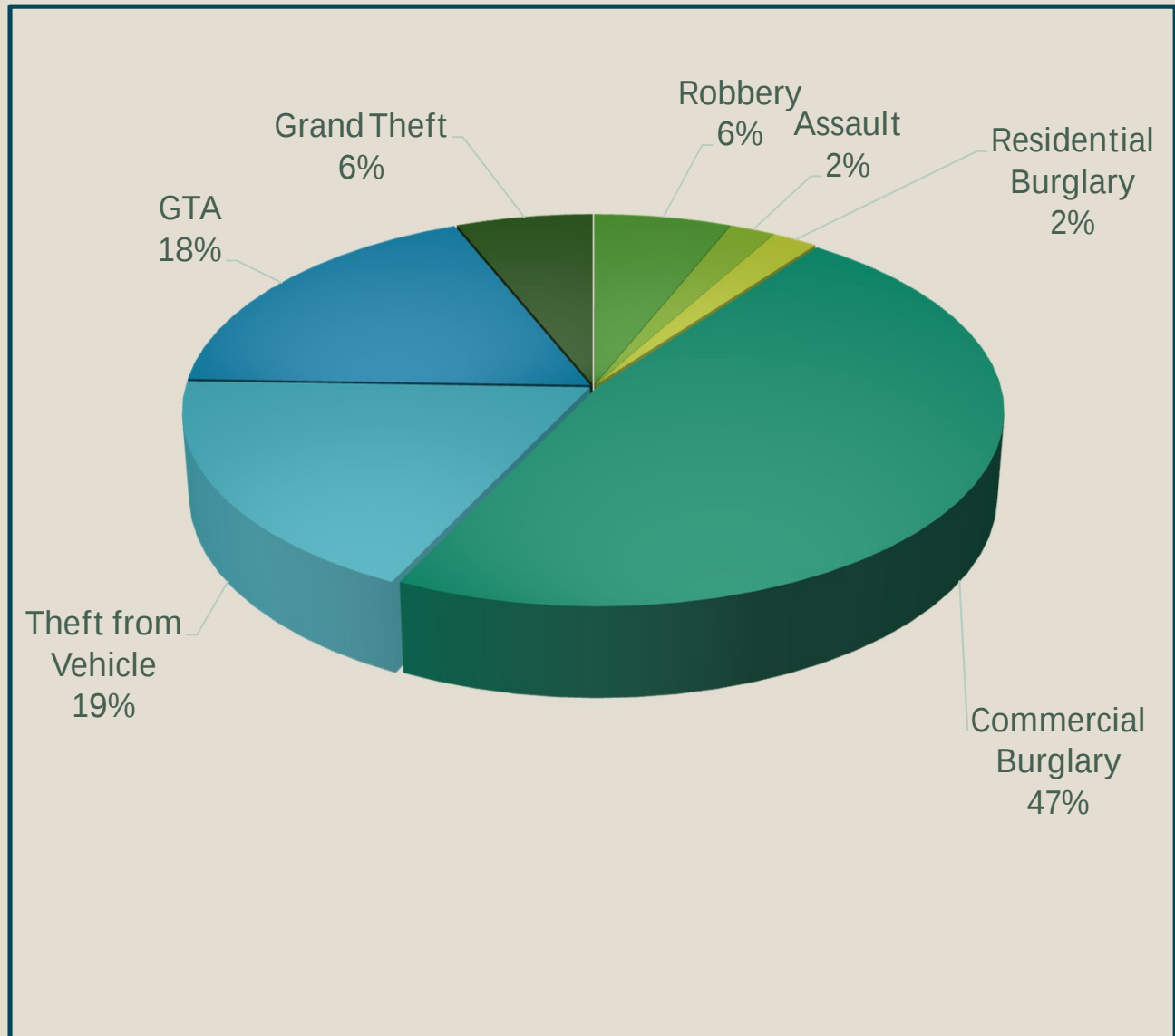
South El Monte

Part I Crime Statistics – April 2020

Part I Crimes	
Homicide	0
Rape	0
Robbery	3
Assault	1
Burglary	24
Larceny	25
Grand Theft Auto	9
Arson	0
Total Part I Crimes	62

Target Crimes	
Robbery	3
Assault	1
Residential Burglary	1
Commercial Burglary	23
Grand Theft	3
Grand Theft Auto	9
Theft from Vehicle	9
Total Target Crimes	49

South El Monte Target Crimes – April 2020



South El Monte

Part I Crime Statistics

Year to Date 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Homicide	0	0	0	0									0
Rape	1	0	0	0									2
Robbery	2	1	5	3									11
Assault	6	12	4	1									23
Burglary	16	19	18	24									79
Larceny	25	27	20	25									97
GTA	6	8	7	9									30
Arson	2	0	0	0									2
Total	58	67	54	62									244

Part I Crimes 2019

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Homicide	0	0	0	0	0	0	0	0	0	1	0	0	1
Rape	0	0	0	1	2	2	1	0	1	0	2	2	11
Robbery	4	6	3	4	1	5	4	1	2	0	1	1	32
Assault	9	2	1	7	4	1	3	5	8	6	3	9	58
Burglary	11	12	12	10	11	7	11	11	8	5	17	17	132
Larceny	19	21	22	24	26	33	14	20	22	14	13	24	253
GTA	12	14	8	10	11	11	7	12	3	5	7	14	113
Arson	0	0	0	0	1	1	0	0	0	1	0	0	3
Total	55	55	46	56	56	60	40	49	44	32	43	67	603

South El Monte

Part I Crime Statistics – Year to Date

February Arrests 2019-2020

Arrests	2019	2020
Felony	89	122
Misdemeanor	14	22
Infraction	7	1
Total	110	145

Part I Crimes Year End 2018-2019

Part I Crimes	2018	2019	Difference	%Change
Homicide	1	1	0	0.00%
Rape	7	11	4	57.14%
Robbery	33	32	-1	-3.03%
Assault	85	58	-27	-31.76%
Burglary	145	132	-13	-8.97%
Larceny	313	253	-60	-19.17%
Grand Theft Auto	163	113	-50	-30.67%
Arson	5	3	-2	-40.00%
Total Part I Crimes	752	603	-149	-19.81%



City Council Agenda Report

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

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks City Council approval of the Minutes of the Regular Meeting of April 28, 2020.

RECOMMENDATION: Staff recommends that the City Council approve the above referenced minutes.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
APRIL 28, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. **ROLL CALL**

Mayor Olmos called the meeting to order at 6:00 p.m.

PRESENT:Councilmembers: Acosta, Angel, Delgado, Olmos, and Retamoza.

Also Present: (City Attorney) Anthony R. Taylor, (City Manager) Rachel Barbosa, (City Clerk) Rose Juarez, (Public Works Director) Rene Salas, (Interim Finance Director) William Fox, (Deputy City Clerk) Paola Lara, and (Assistant Planner) Ian McAleese.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All City Councilmembers and the City Attorney.

2. **PLEDGE OF ALLEGIANCE**

Councilmember Acosta led the Pledge of Allegiance.

3. **INVOCATION**

Public Works Director, Rene Salas, offered the Invocation.

4. **PRESENTATIONS** None.

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

Mayor Pro Tem Retamoza requested to pull Item 7.c. for discussion.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to approve the agenda as amended, pull Item 7.c. for discussion, and waive full reading of Ordinances.

AYES:Councilmembers: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

6. **PUBLIC COMMENT**

Mayor Olmos opened public comment.

Public Comments submitted via email regarding Agenda Items 12.b.1. and 12.c.1. in opposition of Project Room Key from Andrew Macey, Ismael Mayans, Art Frias, Patricia Frias, and in support of Project Room Key from Scott Chamberlain.

Mayor Olmos read into the record the emails received from Ismael Mayans, Art Frias, and Patricia Frias.

Erica Mesa, South El Monte Resident, requested that the City honor the South El Monte High School Class of 2020 by placing banners in the City recognizing their graduation from high school.

Sarah Dusseault, LAHSA Commission, made herself available to answer any questions regarding Project Room Key, and stated she would provide the City Manager information on the County's direct question line for cities to address questions or concerns.

After determining there was no one else wishing to speak, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

a. MINUTES

Staff seeks City Council approval of the Minutes of the Regular and Special Meetings of April 14, 2020.

b. WARRANTS

Authorizing payment of City expenditures for the period of April 15, 2020 through April 28, 2020 totaling \$293,198.23.

c. APPROVE EQUIPMENT LIST IN CONNECTION WITH THE \$300,000 STATE GENERAL FUND ALLOCATIONS AWARDED TO THE CITY FOR PUBLIC SAFETY MITIGATIONS

At the October 22nd, 2019 City Council meeting, a check for \$300,000 was awarded to the City from the State General Fund Allocations to be used for public safety mitigation efforts. Staff has developed the attached equipment list, which contains the requested equipment and supplies that would aid the City's Public Safety and Code Enforcement Staff improve service to the public.

In response to Mayor Pro Tem Retamoza's questions, the Public Works Director stated the two new Chevy Colorado's are replacing two Code Enforcement vehicles and the City will be saving on maintenance costs with the new vehicles, the maintenance of all vehicles comes out of the general fund and has to be incorporated into the budget, the part-time code enforcement officer and part-time public safety officer positions will be eliminated after one year and will be advertised as temporary positions, and the emergency kits will be to serve 100 employees during an emergency.

d. SECOND READING AND ADOPTION OF ORDINANCE NO. 1243, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC) CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA

CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES

Consideration of Ordinance No. 1243 whereby the Planning Commission recommends the City Council consider a Zone Text Amendment (No. 19-27), to Chapter 17.22 "Overlay Zone Districts", to set minimum residential development standards.

The City Attorney read the title of the Ordinance.

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to approve Consent Calendar.

AYES:Councilmembers: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

8. **PUBLIC HEARINGS** None.

9. **GENERAL BUSINESS**

a. **CONSIDERATION OF RESOLUTION NO. 20-41 TO ENTER INTO A CONTRACT FOR AUDITING SERVICES**

The Interim Finance Director presented the staff report.

In response to Mayor Pro Tem Retamoza's questions, the Interim Finance Director stated the not-to-exceed amount is the sum total of the three year audit cost; the cost is based on hours worked, if CDWL exceeds the cap they will bear the additional expense and if less hours are worked the City will pay less. CWDL is located in San Diego and Arizona, the fee is all inclusive, including travel costs and any additional expenses that are embedded in the rates.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to adopt Resolution No. 20-41, approving a three year contract with CWDL for auditing services.

AYES:Councilmembers: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

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

Mayor Olmos provided a report on her teleconferencing meetings with SEAACA, Greater El Monte Hospital, San Gabriel Valley Council of Governments, Senator Rubio's Questions and Answers Panel, and tour of the Mayans Town homes.

11. **CORRESPONDENCE** None.

12. **COUNCILMEMBERS' AGENDA**

a. **MAYOR PRO TEM GRACIE RETAMOZA**

1. **Discussion on City Cash Flow and Update on City Finances**

The City Manager stated the current fiscal year budget was approved with an anticipated \$1.3 million deficit that was to be offset with cash reserves, however, with the completion of the bank account reconciliation project the fiscal year 2018-19 resulted in a higher cash balance and with the City's conservative spending resulted in a \$1 million increase in the City's cash reserves and the current fiscal year will not end in a deficit. The next phase to close the current fiscal year is to complete the reconciliation of all bank statements through June 2020 and thereafter on a monthly basis in preparation of the annual audit.

The Interim Finance Director confirmed the reconciliation of the bank statements are caught up and the next step is to complete the financial statements through April 2020. The beginning of the fiscal year was budgeted at a \$1.3 million deficit, however, approval of the special revenues budget decreased the deficit to \$1 million, and the City will be in a positive position at the end of the year. At the mid year review of the budget a synopsis and estimated year end balance will be provided for each department which will assist with the preparation of the fiscal year 2020-21 budget. Discussion on the impacts of COVID-19 on the City's operations will be necessary and the budget will be prepared based upon these discussions and if necessary, as the year advances amendments will be made to the budget.

In response to Councilmember Delgado's question, the Interim Finance Director stated the City has \$12 million in various bank accounts including Special Revenue Funds and \$8.8 million in the General Fund.

The City Manager stated the City's tax revenues were higher than expected before COVID-19, the League of California Cities anticipates that cities are projecting a \$7 billion general revenue shortfall over the next two fiscal years which will impact core services and will increase if the Stay at Home Order extends into the summer months. The City's Tax Revenue Consultants are working on post COVID-19 projections, however, \$150,000 in savings to the General Fund can be projected for the first six months of the next fiscal year due to cancellations of community events to protect the community from mass gatherings, and staff is monitoring potential federal relief opportunities and revenue generating opportunities for the City.

In response to Councilmember Delgado's question, the City Manager stated the City received an additional \$128,000 CDBG funds due to COVID-19, staff has researched an opportunity to provide grants and identified the grant will possibly reward 12 small businesses a \$10,000 grant, candidates would have to qualify through the CDBG process and meet the standards and spending mandates.

Mayor Olmos directed staff to place the small business grant applicant on the City's website and suggested that the grants be awarded on first come first serve basis.

b. **COUNCILMEMBER HECTOR DELGADO**

1. **Project Room Key - Discussion/Action**

Councilmember Delgado stated he is adamantly opposed to Project Room Key, the public comments, residents, kids that walk by the location to get to school, people deterred from buying homes from the Mayans development, and the Ron Jenkins and Jack Owens property should all be considered, and suggested that the homeless individuals that have been identified in the City be helped. Further, although the homeless individuals will be 65 years old or older there is no guarantee they will be deterred from committing crime, it is unknown where the individuals will come from, if they have mental health or addiction issues, and the impact of the burden that will fall on the public safety, healthcare system which includes Greater El Monte Hospital, and City's resources, based on the Ramada's room capability potentially 400 additional individuals will need public services which will tax the City's system and staff. The City did not receive any notice from the Board of Supervisors, it is not known if the owner of the Ramada signed an agreement, and would like the City Attorney to advise the City Council if the City can put into place any conditions.

Councilmember Angel stated he concurs with Councilmember Delgado comments and would like to know the location of the other hotel the County is considering as it may be away from the general population. He has received calls from concerned residents and he is against Project Room Key, however, there is nothing the City can legally do to prevent it from happening in the City.

Mayor Pro Tem Retamoza stated questions, answers, and information were not provided by the County, and would like to know if the County reached out to Motel 6 which may be an option as it is away from the residential area. Unanswered questions, such as, is age restriction of 65 years or older being enforced, why are South El Monte residents not being considered before outside individuals, where are the homeless individuals going to go after the 90 days, who will be responsible for paying the bill, how much will be received from the Transient Occupancy Tax, and will the hotel become an apartment complex post COVID-19, which is why she is opposed to Project Room Key but does not know where the City stands legally.

Councilmember Acosta stated two years ago Supervisor Hilda Solis brought to Whittier Narrows a program that provided the homeless with food, haircuts, and showers, and at that time there was a lot of fear and concern that the City was going to be inundated with homeless but time has gone by and that is not seen. The program rules of Project Room Key state all costs will be reimbursed by the State, the Ramada will have to have security, people will have to check in, anyone with drugs or mental issues will be dealt with, anyone who breaks the rules will be kicked out, and \$1 million could potentially come into the City under the Transient Occupancy Tax. He has also been receiving many phone calls and although everyone is concerned he wants to make sure that they are not run by fear, the goal is to minimize COVID-19 exposure to the homeless community because upon exposure they have nowhere else to go, will inundate the healthcare system, and can literally die on the street. Project Room Key is an opportunity to be safe, provide shelter, sick people will not be brought in, the homeless will be monitored by mental health care providers on-site, 24 hour security will be provided, and there are a lot of benefits besides being humane.

Mayor Pro Tem Retamoza clarified that it is not that they do not want to help but the County is not being transparent and there is no exit plan for where the homeless individuals are going to go after the 90 days, and the individuals coming in are susceptible to chronic illnesses and are sick.

Councilmember Acosta clarified that they may be sick but not with COVID-19 and there is a possibility that if the City refuses the program the County can sue the City and it will be the City's bill.

The City Manager stated the homeless individuals that would be placed in the hotels have already been entered in the Coordinated Entry System, which is an extensive assessment of homeless individuals which immediately places them on a plan, and the individuals will be transported from shelters and medical facilities where they are occupying beds that need to be made available to COVID-19 patients. The City belongs to Service Planning Area 3, the San Gabriel Valley, and homeless individuals in the region are placed within the region, priority homeless individuals coming into Project Room Key would be from the Service Planning Area 3. The City has established a cohort with the cities of El Monte and Baldwin Park and continues to pursue grant opportunities and provide services to the homeless in the immediate area and all three cities are looking at housing opportunities for the homeless population. The potential income for any hotel provider will be \$85 per night per room and the Ramada can possibly make \$826,000 if they are at full capacity for 90 days. In conference calls with other City Managers, they have expressed their concern of the impact it will have on their communities, however, if each city has a hotel or motel housing homeless individuals the burden will balance itself out throughout the region instead of on just one city. Project Room Key is funded 75% by FEMA and 25% by the State, they are giving the local continuum of care or money to operate the shelter opportunities and the City exists in LAHSA's continuum of care.

Mayor Olmos read an excerpt from the Governor's Office on Project Room Key which stated FEMA will reimburse 75% of the costs of acquired rooms as long as each person is COVID-19 positive, exposed to the virus, or is a high risk of getting the virus, and spoke of her concern that if individuals are exposed to the virus they can also be carriers. During a San Gabriel Valley Council of Governments discussion with other Mayors, it was mentioned that the individuals would be tested twice a day for COVID-19 and she spoke of her concern with the lack of sense of security that having individuals tested twice a day provides. The City Council is not acting based on fear but on the responsibility to take care of the residents and hear their concerns, it is not a matter of disliking the homeless but of where they will go after since statistically 90% of the homeless stay within their own vicinity. The City has 80 homeless individuals, each City should take care of their own homeless, however, during the discussion with other Mayors, she was not reassured that the City would be responsible for only the City's 80 homeless individuals or if they could be housed in their own areas. Regardless if the hotel receives the money for the 90 days, a long stay advancement is being sought and it was not made clear where the additional money would continue to come from and at that point the homeless will already be in the City and be the City's problem. It is the City Council's job as elected officials to make sure the City is running properly and safely for the residents and businesses and if the County wanted to be partners with the City they should have contacted them, however, she found out about Project Room Key because the owner of

the Ramada contacted her about what the County was asking from the hotel. This will negatively affect the City, it is not a City Council decision, it is between the owner, County, and State, and the City Council needs to stand together and fight for the City.

The City Attorney stated this is a very complex issue with the County not reaching out to the City, based on the City Council's comments a dialogue is needed with the County to ensure that the concerns of the residents, especially those in the immediate vicinity of the hotel are heard and that the residents know that the City supports them and is always trying to do the right thing which includes protecting the residents. There are cities that have taken strong positions against the County and the County has already sued one city over this issue, however, this is not something that cities insurance cover so many cities are hesitant because they have to protect taxpayers dollars and they do not want to involve the courts in a legal fight. As everyone is in agreement of being unhappy that the County did not reach out to the City and inform the City Council of what was going on, a discussion will ensure that everything that can possibly be done has been done to address the concerns of the residents. Therefore, it is his suggestion that instead of the City Council taking any action, the City Manager and the City Attorney's office have a dialogue with the County to try to find solutions.

c. **MAYOR GLORIA OLMOS**

1. **Concerns, Do's and Don'ts Regarding Project Room Key in South El Monte.**

Item 12.c.1 was discussed with Item 12.b1.

2. **Vouchers from Los Chillitos for those South El Monte Families in need.**

Mayor Olmos thanked Vacco Industries for donating 300 food vouchers to the City which can be redeemed at Los Chillitos for a hot meal for the City's seniors and families in need.

3. **Food Baskets Distribution for South El Monte Residents**

Mayor Olmos thanked Pastor Charlie Corum, South El Monte Community Outreach, for providing food baskets to families and residents in need, appointments are required, and the baskets are distributed on Wednesdays at Shively School.

Mayor Olmos indicated her disappointment to hear that Lilian Rey, Emergency Resource Association, turned down South El Monte residents requests for assistance and urged Ms. Rey help South El Monte residents as she is funded by the City as well as by the State and Federal Government to provide services to the community and indicated Vacco Industries recently provided her with \$10,000 which should be used to assist South El Monte residents.

Councilmember Delgado stated Lilian Rey, Emergency Resource Association, does not turn anybody down, it depends on the resources they are asking for, such as motel vouchers which tend to finish first, their budget

gets used up fast with the hundreds of people that are helped out throughout the year and he would like the City to continue to provide them funding. He thanked Vacco Industries for their contribution to the Emergency Resource Association and stated the money will be used for motel vouchers, food, and clothing for South El Monte residents.

In response to Mayor Pro Tem Retamoza's suggestion that the Emergency Resource Association provide information and the amount of resources they receive, Councilmember Delgado stated they will work on providing a resources report to the City.

Mayor Olmos stated if additional funds are going to be allocated the funds should be given to Pastor Charlie Corum because he has always served the community.

Councilmember Delgado stated he does not like to pit non-profit organizations against each other and would like to get to the bottom of what happened and resolve it because all the resources from different agencies are needed during this time of need.

In response to Councilwoman Retamoza's question, Mayor Olmos stated the food baskets are given out at Shively School on Wednesdays on a first come first serve basis, over 395 baskets have been given out and the distribution of baskets will continue as long as he has the resources.

13. **CLOSED SESSION** None.

14. **RECESS COUNCIL MEETING**

The meeting was recessed at 7:35 p.m. and reconvened at 7:38 p.m.

15. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 7:38 p.m.

Rose Juarez, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

**Agenda
Item No.
7.b.**

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of May 13, 2020 through May 26, 2020 totaling \$363,511.79.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-47, authorizing payment of City expenditures.

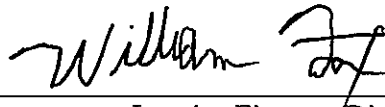
ATTACHMENTS:
[Resolution No. 20-47](#)

RESOLUTION NO. 20-47

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING
CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF MAY 13, 2020
THROUGH MAY 26, 2020 TOTALING \$363,511.79

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.



Interim 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 amounts hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Electronic Warrants	05/13/2020 – 05/26/2020	3989-3999	98,816.36
FY 19/20	Hand Typed Warrants	05/13/2020 – 05/26/2020	135828-135835	20,519.50
FY 19/20	Regular Warrants	05/13/2020 – 05/26/2020	135836-135856	134,088.39
Payroll	Manual Check	PPE 05/16/2020	27155	684.77
Payroll	Check	PPE 05/16/2020	27156-27165	7,747.78
Payroll	Direct Deposit	PPE 05/16/2020	756744-756841	101,654.99
	Total Warrants			<u>\$363,511.79</u>

TOTAL EXPENDITURES RESOLUTION NO. 20-47 \$363,511.79

PASSED, APPROVED, AND ADOPTED this 26th day of May 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-47, 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 26th day of May 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 5/26/2020

Date: 5/20/2020

Time: 08:47AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011501530	ADMINISTRATIVE SERVICES CO-OP	135836	5/26/2020	TAXI SVC SENIORS #502	136.33
20	011501530		135836	5/26/2020	TAXI SVCS/SENIOR #502	754.02
20	011501530		135836	5/26/2020	TAXI SVC SENIORS #502	2,214.55
20	011501530		135836	5/26/2020	TAXI SVC SENIOR #502	5,680.20
						\$8,785.10
20	011301310	ANDY HEATH	135844	5/26/2020	1/28-5/12 FIN CONSULT	1,750.00
						\$1,750.00
20	011301330	AT&T	135837	5/26/2020	3/28-4/27 BAN 034753	20.46
20	011301330		135837	5/26/2020	4/2-5/1 BAN 10034750	39.59
20	011301330		135837	5/26/2020	4/12-5/11 BAN 067917	41.79
20	011301330		135837	5/26/2020	4/6-5/5 BAN 1034754	41.82
20	011301330		135837	5/26/2020	4/7-5/6 BAN 1034746	41.82
20	011301330		135837	5/26/2020	4/7-5/6 BAN 1034748	41.82
20	011301330		135837	5/26/2020	4/7-5/6 BAN 1034747	42.88
20	011301330		135837	5/26/2020	4/7-5/6 BAN 1034751	71.83
						\$342.01
20	01	CALIFORNIA BUILDING STANDARD COM	135838	5/26/2020	SB1473 JAN-MAR'20	235.80
						\$235.80
20	011511542	CALIFORNIA DESIGNS	135839	5/26/2020	UNIFORM BOXING STAFF	143.30
						\$143.30
20	05	CALIFORNIA TEAMSTERS LOCAL 911	135829	5/11/2020	MAY'20 BILLING-ADMIN	184.00
20	05		135829	5/11/2020	MAY'20 BILLING MISC	1,216.00
						\$1,400.00
20	011701710	DDC ELECTRIC SUPPLY, INC.	135828	5/5/2020	OFFICE LAMP CHALL	27.39
						\$27.39
20	063003020	DRIFTWOOD DAIRY, INC	135841	5/26/2020	BREAD NUTRITION PRGM	5.27
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	6.28
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	16.97
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	20.37
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	21.82
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	21.87
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	24.00
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	24.00
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	24.00
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	25.76
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	25.89
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	29.84
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	30.16
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	31.49
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	31.72
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	32.81
20	063003010		135841	5/26/2020	BREAD NUTRIITION PRGM	47.43
20	063003020		135841	5/26/2020	MILK/BREAD NUTRI PRGM	56.60
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	152.81

City of South El Monte
Warrant Register
Council Meeting of 5/26/2020

Date: 5/20/2020

Time: 08:47AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	063003010	DRIFTWOOD DAIRY, INC...	135841	5/26/2020	MILK/BREAD NUTR PRGM	180.00
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	196.38
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	196.86
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	216.04
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	216.04
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	216.04
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	231.85
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	233.01
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	268.64
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	271.46
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	283.45
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	285.52
20	063003010		135841	5/26/2020	MILK/BREAD NUTRI PRGM	295.38
						\$3,719.76
20	011201210	E.G. BRENNAN & CO., INC.	135842	5/26/2020	4/1-4/1/21 MTNC TIMEC	125.00
						\$125.00
20	011301320	HINDERLITER, DE LLAMAS & ASSOC	135845	5/26/2020	APR-JUN'20 PROP TAX	2,025.00
						\$2,025.00
20	063003010	HUNTINGTON CULINARY	135846	5/26/2020	CREDIT FOR JUICE	-61.08
20	063003020		135846	5/26/2020	4/20-4/24 FROZEN MEAL	448.00
20	063003020		135846	5/26/2020	4/27-5/1 FROZEN MEALS	472.00
20	063003020		135846	5/26/2020	MAY 4-8 FROZEN MEALS	472.00
20	063003020		135846	5/26/2020	MAY 11-15 FROZEN MEAL	472.00
20	063003010		135846	5/26/2020	4/20-4/24 FROZEN MEAL	8,288.00
20	063003010		135846	5/26/2020	4/27-5/1 FROZEN MEALS	8,354.00
20	063003010		135846	5/26/2020	MAY 4-8 FROZEN MEALS	8,354.00
20	063003010		135846	5/26/2020	MAY 11-15 FROZEN MEAL	8,466.00
						\$35,264.92
20	011701770	JCB FINANCE, PROG. BANK OF THE WE	135833	5/18/2020	APR'20 TRACTOR LEASE	1,694.67
						\$1,694.67
20	05	NATIONWIDE RETIREMENT SOLUTIONS	135830	5/11/2020	MAY '20 2ND PAYROLL	3,715.50
						\$3,715.50
20	011701710	PNC EQUIPMENTFINANCE	135847	5/26/2020	MAY'20 EQUIP. RENTAL	5,767.38
						\$5,767.38
20	011601620	QUENCH USA, INC.	135848	5/26/2020	MAY'20 H2O SCTR	55.32
						\$55.32
20	011401430	SAN GABRIEL VALLEY NEWSPAPER GF	135849	5/26/2020	CITY ORD NO.1242 AD	400.00
						\$400.00
20	011301320	SAN GABRIEL VALLEY TRIBUNE	135850	5/26/2020	RFP AUDITING SRVS AD	3,876.00
						\$3,876.00
20	011701730	SAN GABRIEL VALLEY WATER	135834	5/18/2020	3/16-4/15 NWMER/SANTA	34.31
20	011701730		135834	5/18/2020	3/16-4/15 1652 TYLER	114.38
20	011701730		135834	5/18/2020	3/16-4/15 NEMER/SANTA	114.38

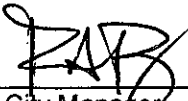
City of South El Monte
Warrant Register
Council Meeting of 5/26/2020

Date: 5/20/2020

Time: 08:47AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601660	SAN GABRIEL VALLEY WATER...	135834	5/18/2020	3/16-4/15 LERMA/MILLE	183.04
						\$446.11
20	011301310	SECTRA SECURITY INC.	135851	5/26/2020	MAY'20 ARMORED SVCS	139.53
						\$139.53
20	011501540	SOCAL OFFICE TECHNOLOGIES	135852	5/26/2020	4 INK/1 TONER/WASTE	866.79
						\$866.79
20	05	STANDARD INSURANCE D2	135831	5/11/2020	PPE 5/2/20	2,531.96
20	05		135831	5/11/2020	PPE 5/21/20	2,531.96
						\$5,063.92
20	011701730	STATE OF CALIFORNIA	135853	5/26/2020	#6 INTEREST#01113ECD	10,267.96
20	011701730		135853	5/26/2020	#6 LOAN PRINCIPAL	57,211.61
						\$67,479.57
20	011501530	SUPERIOR WAREHOUSE GROCERS	135854	5/26/2020	BASIC FOOD SENIOR#502	4.68
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	7.98
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	9.48
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	10.07
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	12.26
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	13.63
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	19.28
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	20.61
20	011501530		135854	5/26/2020	BASIC FOOD SENIOR#502	23.92
						\$121.91
20	011001040	THE SAUCE CREATIVE SERVICES CORP	135855	5/26/2020	2020 CLASS BANNER	1,870.00
						\$1,870.00
20	011301310	TRUSAIC	135843	5/26/2020	2019 MAIL DISTRIB FEE	96.00
20	011301310		135843	5/26/2020	MAY'20 ACA RECURRING	1,000.00
						\$1,096.00
20	011701750	UNITED RENTALS (N. AMERICAN), INC	135835	5/18/2020	DAMANGE REPAIR RENTAL	2,599.40
						\$2,599.40
20	011301330	WINDSTREAM HOLDINGS, INC	135832	5/11/2020	3/18-4/17 CHALL PHONE	5,572.51
						\$5,572.51
20	011401430	ZAMORA SERVICES	135856	5/26/2020	NOTARY 1640 HAVENPARK	25.00
						\$25.00

Report Total **154,607.89**


 City Manager

City of South El Monte
Warrant Register
Council Meeting of 5/26/2020

Date: 5/20/2020

Time: 08:48AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	05	AFLAC WORLDWIDE HEADQUARTERS	3991	5/11/2020	PPE 04/04/20	800.86
20	05		3991	5/11/2020	PPE 4/18/20	800.86
						\$1,601.72
20	011701710	AT&T MOBILITY	3999	5/20/2020	3/19-4/18 SEMS NEWS	48.17
20	011101110		3999	5/20/2020	3/19-4/18 SHERIFF	55.09
20	011701740		3999	5/20/2020	3/19-4/18 PUBLIC WORK	60.84
20	011301310		3999	5/20/2020	3/19-4/18 FINANCE	92.05
20	011001020		3999	5/20/2020	3/19-4/18 CITY MANGR	113.89
20	011201210		3999	5/20/2020	3/19-4/18 CITY CLERK	159.76
20	011401430		3999	5/20/2020	3/19-4/18 CODE ENFOR	282.29
20	011001010		3999	5/20/2020	3/19-4/18 COUNCIL	727.43
						\$1,539.52
20	05	CALPERS RETIREMENT	3992	5/11/2020	PPE 4/18 PLAN 23047	1,567.70
20	05		3992	5/11/2020	PPE 4/18 PLAN 27216	7,206.99
20	05		3992	5/11/2020	PPE 4/18 PLAN 685	10,248.62
20	05		3997	5/18/2020	PPE 4/19-5/2 23047	1,567.00
20	05		3997	5/18/2020	4/19-5/2 PPE 27216	7,431.65
20	05		3997	5/18/2020	4/19-5/2 PPE 685	10,561.72
						\$38,583.68
20	05	DEPARTMENT OF THE TREASURY	3993	5/11/2020	MED PPE 05/02/20	4,591.62
20	05		3993	5/11/2020	FEDERAL PPE 05/02/20	14,150.56
20	05		3993	5/11/2020	FICA PPE 05/02/20	19,633.10
						\$38,375.28
20	011201210	ELAN FINANCIAL SERVICES	3990	5/7/2020	4/6 SOUTHWEST REFUND	-525.96
20	011201210		3990	5/7/2020	3/13 CITYCLK CONF RFD	-450.00
20	011001010505		3990	5/7/2020	4/10NALEO CONF HT RTN	-202.95
20	011001010505		3990	5/7/2020	4/3 CBS HSG SVS RTN	-46.58
20	011001010		3990	5/7/2020	3/30 APPLE ICLOUD ST	0.99
20	011001020		3990	5/7/2020	3/12 STAPLES PRINTING	1.20
20	011001040		3990	5/7/2020	4/6 ADOBE PHOTOSHOP	9.99
20	011701710		3990	5/7/2020	3/23 SGV TRIBUNE	10.00
20	448008010		3990	5/7/2020	3/17 CRICUT	10.81
20	011001050		3990	5/7/2020	3/13 SUP BKFT INTERVI	14.17
20	011001050		3990	5/7/2020	3/12 BK FOR INTERVIEW	14.17
20	011701710		3990	5/7/2020	3/30 LA TIMES SUB.	15.96
20	011001050		3990	5/7/2020	3/12 SUBWAY INTERVIEW	16.57
20	011001050		3990	5/7/2020	3/12 BKFT INTERVIEWS	25.58
20	011001040		3990	5/7/2020	3/13 FACEBOOKADCENSUS	30.00
20	011001010		3990	5/7/2020	3/23 ZOOM WEBINAR	40.00
20	011301330		3990	5/7/2020	3/15 GODADDY.COM	42.34
20	011001010		3990	5/7/2020	3/17BABY BROS COUNCIL	47.78
20	011501530		3990	5/7/2020	3/13 STUMPS DECOR	85.03
20	011001010		3990	5/7/2020	3/24 RIOS PIZZA COUNC	87.20
20	011001020		3990	5/7/2020	3/23 ZOOM STANDARD	199.90
20	011001010505		3990	5/7/2020	3/13 NALEO CONF HOTEL	202.95

City of South El Monte
Warrant Register
Council Meeting of 5/26/2020

Date: 5/20/2020

Time: 08:48AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011001020	ELAN FINANCIAL SERVICES...	3990	5/7/2020	3/13 HOME OFFICE SUP.	306.74
20	011407020		3990	5/7/2020	TRAINING CANCELLED	-396.00
20	011001050		3990	5/7/2020	SUPERIOR BKFT INTERVI	-14.17
20	011511543		3990	5/7/2020	PHOTOSHOP SOFTWARE	119.88
20	011701020		3990	5/7/2020	AMAZON FACE MASKS	368.38
20	011701020		3990	5/7/2020	AMAZON SANITIZERS	516.80
20	011701020		3990	5/7/2020	RENE SALAS LAPTOP	658.90
20	011001050		3990	5/7/2020	DIANA LOPEZ LAPTOP	658.90
20	011501530		3990	5/7/2020	ANDREZGONZALES LAPTOP	658.90
						\$2,507.48
20	05	EMPLOYMENT DEVELOPMENT DEPT.	3994	5/11/2020	TNG TRAINING PPE 5/02	31.29
20	05		3994	5/11/2020	UI TAX WTH'D PPE 5/02	906.91
20	05		3994	5/11/2020	STATE WITH'D PPE 5/02	4,886.30
						\$5,824.50
20	05	HARTFORD INSURANCE	3995	5/11/2020	5/1-5/31 LT DISABILTY	5,613.46
						\$5,613.46
20	011701710	SAM'S CLUB DIRECT	3989	5/7/2020	COUNCIL SUPP - WATER	20.98
20	011701710		3989	5/7/2020	COUNCIL SUPPLIES	58.89
20	011101110		3989	5/7/2020	2/27 NEIGHBOR WATCH	70.08
20	011501540		3989	5/7/2020	AFTER SCHOOL SUPPLIES	101.90
20	011701710		3989	5/7/2020	COUNCIL SUPPLES	139.40
20	011501530		3989	5/7/2020	SUPP NUTRITION PRGM	153.87
20	011501530		3989	5/7/2020	SUPP NUTRITION PRGM	154.22
20	011501530		3989	5/7/2020	SUPP NUTRITION PRGM	204.80
20	011501530		3989	5/7/2020	SUPP NUTRITION PRGM	253.52
20	011511541		3989	5/7/2020	YTH BBALL BANQUET	275.74
20	011501530		3989	5/7/2020	SUPP NUTRITION PRGM	308.44
20	011701710		3989	5/7/2020	COUNCIL SUPPLIES	318.71
20	011511541		3989	5/7/2020	YTH BBALL BANQUET	385.67
20	011511543		3989	5/7/2020	CENSUS KICKOFF	453.11
						\$2,899.33
20	05	STATE DISBURSEMENT UNIT	3996	5/11/2020	PPE 5/2 CASE 0980438	150.00
20	05		3996	5/11/2020	PPE 5/2 CASE 2163990	340.61
20	05		3996	5/11/2020	PPE 5/2 CASE 1457313	603.50
20	05		3996	5/11/2020	PPE 5/2 CASE 2135289	646.15
						\$1,740.26
20	011511541	WALMART COMMUNITY/GEGRB	3998	5/18/2020	YOUTH SPORTS SUPPLIES	131.13
						\$131.13

City of South El Monte
Warrant Register
Council Meeting of 5/26/2020

Date: 5/20/2020

Time: 08:48AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
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Report Total 98,816.36



City Manager



City Council Agenda Report

**Agenda
Item No.
7.c.**

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Andres Gonzalez, Senior Services Supervisor

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-48,
APPROVING AMENDMENT NO. 5 AMENDING THE
LOWER TIER SUBAWARD AGREEMENT BETWEEN
HUNTINGTON CULINARY AND THE CITY OF SOUTH EL
MONTE FOR THE ELDERLY NUTRITION PROGRAM

SUMMARY: Staff seeks City Council approval to authorize an amendment to the Lower Tier Subaward Agreement with Huntington Culinary, Inc. to extend the term of the Agreement by one year, for an amount not to exceed \$235,654.20 for FY 20-21, matching the FY 19-20 award amount of \$235,654.20, to provide culinary services for the Elderly Nutrition Program.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-48 and Amendment No. 5, amending the Lower Tier Subaward Agreement between Huntington Culinary and the City of South El Monte substantially in the form attached to this agenda report, by extending the term of the Agreement through June 30, 2021.

FISCAL IMPACT: The City will pay an amount not exceed \$235,654.20 for FY 20-21. This will include an estimated \$169,091 from the Los Angeles County Area Agency on Aging Nutrition Grant and \$66,563.20 from the City's Fund Balance of which is made annually in order to continue serving our seniors.

DISCUSSION: The City offers lunch meals to seniors over age 60 through two Los Angeles County Elderly Nutrition Programs -- Congregate Meals Program and Home-Delivered Meals Program. Both programs offer meals that meet USDA dietary guidelines. The Congregate Meals Program is offered to mobile older adults at the Senior Center and the Home-Delivered Meals Program is designed specifically for home-bound

individuals. Although the Programs do not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The meals are provided by Huntington Culinary, a Los Angeles County contracted service provider, who has been a longtime favorite food provider to the South El Monte seniors.

The meals are provided by Huntington Culinary, a Los Angeles County contracted service provider, who has been a longtime favorite food provider to the South El Monte seniors.

ATTACHMENTS:

[Attachment A - Resolution No. 20-48](#)

[Attachment B - Amendment No. 5](#)

ATTACHMENT A

RESOLUTION NO. 20-48

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 5 FOR THE LOWER TIER SUBAWARD AGREEMENT BETWEEN HUNTINGTON CULINARY AND THE CITY OF SOUTH EL MONTE FOR THE ELDERLY NUTRITION PROGRAM

WHEREAS, on September 27, 2016, the City of South El Monte and Huntington Culinary, Inc. (“Lower Tier Subrecipient”) entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for the Elderly Nutrition Program (“Original Agreement”); and

WHEREAS, on June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 (“Amendment No. 1”); The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”; and

WHEREAS, on September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY17-18 (“Amendment No. 2”). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”; and

WHEREAS, on May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 (“Amendment No. 3”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the “Agreement”; and

WHEREAS, on June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the “Agreement”; and

WHEREAS, the City proposes to amend the Agreement to extend the term of the Agreement by one year until June 30, 2021 (“Amendment No. 5”); and

WHEREAS, per the proposed Amendment No. 5, the total for the Lower Tier Subaward is not to exceed \$235,654.20 for FY 20-21.

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

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

SECTION 2: The proposed Amendment No. 5, in the form attached to the agenda report accompanying this resolution, is hereby approved, extending the term of the Agreement until June 30, 2021. The Mayor is directed to execute Amendment No. 5.

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

PASSED, APPROVED AND ADOPTED this 26th of May, 2020

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-48 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 26th day of May, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

**AMENDMENT NO. 5 TO THE LOWER TIER SUBAWARD
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND
HUNTINGTON CULINARY, INC.**

This Fifth Amendment (“Amendment No. 5”) to that certain agreement by and between the City of South El Monte, a California municipal corporation (“City or Subrecipient”) and Huntington Culinary, Inc., a California Corporation (“Lower Tier Subrecipient”) (collectively, the “Parties”) is hereby entered into as of May 26, 2020 (“Effective Date”).

RECITALS

- A. On September 27, 2016, the City and Lower Tier Subrecipient entered into a Lower Tier Subaward Agreement for the Lower Tier Subrecipient to provide culinary services for its Elderly Nutrition Program (“Original Agreement”);
- B. On June 13, 2017, the City and Lower Tier Subrecipient amended the Original Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2018 (“Amendment No. 1”). The Original Agreement, as amended by Amendment No. 1, is referred to herein as the “Agreement”;
- C. On September 26, 2017 the City and Lower Tier Subrecipient amended the Agreement to increase the award amount from \$205,655.00 to \$235,654.20 for FY 17-18 (“Amendment No. 2”). The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the “Agreement”.
- D. On May 8, 2018, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2019 (“Amendment No. 3”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to herein as the “Agreement.”
- E. On June 11, 2019, the City and Lower Tier Subrecipient amended the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2020 (“Amendment No. 4”); The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is referred to herein as the “Agreement”.
- F. The City and Lower Tier Subrecipient now desire to amend the Agreement to enable the Lower Tier Subrecipient to extend services until June 30, 2021 (“Amendment No. 5”).

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. The term of the Agreement is hereby extended until June 30, 2021.

Section 2. For the period July 1, 2020 through June 30, 2021, Subrecipient shall pay to Lower Tier Subrecipient an amount not to exceed \$235,654.20 based upon completed and satisfactory performance of the terms of this Lower Tier Subaward effective through June 30, 2021.

Section 3. For the period July 1, 2020 through June 30, 2021, paragraph B of Section 4 of the Agreement is hereby revised to read as follows:

“B. As full compensation for Lower Tier Subrecipient’s Services provided under this Lower Tier Subaward, Subrecipient shall pay Lower Tier Subrecipient the total sum not to exceed \$5.60 per CI Lunch Meal and \$5.90 per CII Homebound Meal and \$5.96 per CI Dinner Meal. Lower Tier Subrecipient should bill weekly and the amount of payments should not exceed the total Lower Tier Subaward amount of \$235,654.20 (the “Maximum Compensation”), effective through June 30, 2021.”

Section 4. For the period July 1, 2020 through June 30, 2021, Exhibit A will be replaced with the attached Exhibit A-2.

Section 5. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

CITY OF SOUTH EL MONTE

Huntington Culinary, Inc. (Lower Tier Subrecipient)

By: _____
Rachel Barbosa,
City Manager

By: _____
Carroll Klett, Corporate President

Date: _____

Date: _____

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EXHIBIT A-2
FOOD SERVICE SPECIFICATION WITH LOWER TIER SUBRECIPIENT
FOR FY 2020-2021

Caterer: Huntington Culinary, Inc.

Meal Description	# of Meals	Price	Total
CI – Lunch Meal	36,828	\$5.60	\$ 206,236.80
CII – Homebound Meal	4,986	\$5.90	\$ 29,417.40
CI – Dinner	0	\$5.96	\$ 0.00
TOTAL	36,457		\$235,654.20

Prices do not include bread, milk, coffee or cleaning supplies: Purchased from different vendors by City.



City Council Agenda Report

**Agenda
Item No.
7.d.**

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Andres Gonzalez, Senior Services Supervisor

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-49,
APPROVING AN AGREEMENT BETWEEN THE CITY
AND ADMINISTRATIVE SERVICES COOPERATIVE, INC.,
D.B.A. FIESTA TAXI COOPERATIVE, INC. TO PROVIDE
DIAL-A-RIDE TRANSPORTATION SERVICES AND MEAL
DELIVERIES TO SENIORS AND DISABLED RESIDENTS
OF THE CITY OF SOUTH EL MONTE FOR A NOT-TO
EXCEED AMOUNT OF \$19,000

SUMMARY: On March 18, 2020, due to the COVID-19 Pandemic, City staff were instructed to shelter in place at their place of residency and not to report to work until further notice. To prevent any gap in transportation and nutrition delivery services, the City Manager reached out to neighboring agencies to evaluate their transportation programs and evaluate whether these options would be temporarily viable until staff could safely return to work. To provide these services, Staff is requesting the City Council authorize the City Manager to enter into an agreement with Administrative Services Cooperative, Inc. d.b.a. Fiesta Taxi Cooperation, Inc. to provide Dial-A-Taxi transportation services to seniors and disabled residents and to deliver meals to the homes of seniors.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-49, approving the Professional Service Agreement ("Agreement"), in an amount not-to-exceed \$19,000, with Administrative Services Cooperative, Inc. d.b.a. Fiesta Taxi Cooperation, Inc. to provide Dial-A-Ride transportation services to seniors and disabled residents and meal deliveries for the Elderly Nutrition Program until July 31, 2020, with an option to extend the agreement for an additional six-month period through December 31, 2020.

FISCAL IMPACT: This action requires an appropriation of \$14,800 from the General Fund for the current Fiscal Year (FY) 2019-20 to compensate for the unaccounted Dial-A-Ride and meal delivery services. Funding for transportation and meal delivery services for the upcoming fiscal year will be appropriately budgeted for.

DISCUSSION: The City's Dial-A-Ride program is an integral part of the existing transportation services provided in the City. The Dial-A-Ride program provides cost effective taxicab services to qualified City residents who are disabled and/or senior citizens age sixty (60) years and above. The Dial-A-Ride program offers transportation to and from the Senior Center, for personal shopping trips, medical appointments, and other routinely scheduled appointments, in and around the City.

At the request of Los Angeles County Department of Workforce Development, Aging and Community Services (WDACS) and in response to the California Safer at Home Initiative, the Home-Delivered Meals Program has been extended to serve every eligible South El Monte senior citizen age sixty (60) years and above. This valuable program not only delivers a nutritious meal daily, but also serves as a mechanism to check up on the client, thereby providing an additional safety inspection and furthering the ability for him or her to remain home. Although the Home-Delivered Meals Program does not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

The Agreement will allow these key services to continue while complying with the requirements of the Safer at Home Initiative.

ATTACHMENTS:

[Attachment A - Resolution No. 20-49](#)

[Attachment B - Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-49
A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AN AGREEMENT BETWEEN THE CITY AND
ADMINISTRATIVE SERVICES COOPERATIVE, INC., D.B.A. FIESTA
TAXI COOPERATIVE, INC. FOR DIAL-A-RIDE TRANSPORTATION
SERVICES AND MEAL DELIVERIES

WHEREAS, the City provides Dial-A-Ride transportation services to seniors and disabled residents and meal deliveries for the Elderly Nutrition Program; and

WHEREAS, the COVID-19 pandemic has made it difficult or impossible for the City's staff to continue to provide these services; and

WHEREAS, the City and Administrative Services Cooperative, Inc., D.B.A Fiesta Taxi Cooperative, Inc ("Administrative Services") desire to enter into a Professional Service Agreement ("Agreement"), not to exceed amount of \$19,000 to provide Dial-A-Ride transportation services to seniors and disabled residents and meal deliveries for the Elderly Nutrition Program

WHEREAS, the services will be provided until July 31, 2020, with an option to extend the Agreement for an additional six-month period through December 31, 2020.

WHEREAS, the Agreement defines the roles and responsibilities of Administrative Services and City in executing the transportation and meal delivery services for seniors.

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

SECTION 1: The above recitals are incorporated herein, and each is true and correct.

SECTION 2: The proposed Agreement, in the form attached to the agenda report accompanying this resolution, is hereby approved. The Mayor is directed to execute Agreement.

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

PASSED, APPROVED AND ADOPTED this 26th of May, 2020

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-49 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 26th day of May, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
ADMINISTRATIVE SERVICES COOPERATIVE, INC.**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 26 day of May, 2020, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and ADMINISTRATIVE SERVICES COOPERATIVE, INC., D.B.A FIESTA TAXI COOPERATIVE, INC. (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Nineteen Thousand Dollars (\$ 19,000) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by 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, 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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

3. PERFORMANCE SCHEDULE

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

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 thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy 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 July 31, 2020, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one additional six-month period.

4. COORDINATION OF WORK

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

4.2 Contract Officer. Andres Gonzalez, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified 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.

5. INSURANCE AND INDEMNIFICATION

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

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

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

(c) Professional liability (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, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' 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. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures On The Following Page]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rachel Barbosa, City Manager

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

ADMINISTRATIVE SERVICES
COOPERATIVE, INC., D.B.A FIESTA
TAXI COOPERATIVE, INC., a California
corporation

By:_____
Name: Marco A. Soto
Title: Director of Operations

By:_____
Name:
Title:

Address:1515 W. 190 Street
Gardena, CA 90248

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 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 _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall provide professional taxi transportation and food delivery services on an as needed basis related to meeting identified needs of the community’s most vulnerable population: senior citizens and disabled individuals. These services will focus on the provision of safe and reliable taxi transportation services within the City’s transportation boundaries, as well as the safe delivery of meals to seniors’ homes.

I. Consultant will perform the following services:

A. Transportation Services

- Consultant shall provide reservations and taxi services seven (5) days a week from 8:00 a.m. to 5:00 p.m.
- Consultant shall provide curb-to-curb services with the required assistance by drivers to those seniors and disabled individuals who would necessitate any special assistance.
- Upon request, the Consultant must have the ability to offer seniors and disabled individuals a wheelchair accessible taxi option.
- Consultant shall provide taxi transportation services within the City.
- Consultant shall provide taxi transportation services to the following destinations outside of the City: Medical Offices Only.
- City and Consultant shall jointly revise and refine the service levels based on actual service demand to maximize service efficiency within the parameters specified by City policies.
- The City may require any driver be removed from transporting City senior riders for excessive complaints, rudeness, or other inappropriate behavior or appearance.
- Driver feedback about schedules, customer needs, vehicle maintenance, and working conditions is highly recommended and expected.
- Consultant shall provide qualified and trained personnel to answer and properly respond to all telephone inquiries, for senior and disabled transportation trip reservations, cancellations, ride check status, service inquiries, and general information requests.
- Consultant is required to provide a computerized system for trip reservations, scheduling and dispatch of senior transportation services, as well as, for the collection, recording and reporting of operational and performance data regarding these services.

B. Food Delivery Services

- Frozen meals distributed by Consultant will be picked up on Tuesday and Thursday from the South El Monte Senior Center at 11:00 a.m.
- Consultant is responsible for keeping delivery containers, vehicles, and

chest coolers clean during transportation.

- Consultant will properly secure and cover food being transported from any weather, road, or other hazardous conditions.
- Consultant will assign a maximum of 20 participants to a route.
- Chest coolers must be tightly closed to prevent heat loss and to maintain the required temperatures and to protect the integrity of the meal during transport.
- Consultant's drivers must complete all food deliveries by 1:30 p.m.
- Drivers shall call the customer to let them know that their delivery has arrived.
- All drivers must wear a masks and gloves when delivering food to senior's home and keep good social distance.
- City and Consultant shall jointly revise and refine the service levels based on actual service demand to maximize service efficiency within the parameters specified by City policies.
- The City may require any driver be removed from delivering meals to seniors for excessive complaints, rudeness, tardiness or other inappropriate behavior or appearance.
- City and Consultant shall jointly revise and refine the service levels based on actual service demand to maximize service efficiency within the parameters specified by City policies.

C. Program Requirement

- Consultant is to comply with all State and Federal regulations relating to driver training, licensing, vehicle inspections, maintenance documentation, and allowable hours on duty requirements, drugs and alcohol testing, etc.
- All taxis shall be uniformed in appearance to convey a professional image at all times.
- City reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.
- Consultant shall provide the necessary staff and vehicles to ensure efficient and timely administration of reservations, scheduling, and dispatch of City senior transportation trips in accordance with the service schedules and policies set forth by the City.
- Drivers must be legally licensed to operate a motor vehicle in the State of California, be in good standing with the DMV, able to speak, understand, and read English adequately, and treat all passengers with respect and courtesy.
- Consultant must demonstrate they have an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high-quality driver work force.
- Consultant shall require drivers to wear a uniform when operating a vehicle in City service, which will convey a professional image at all times

- All taxis shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair lifts shall be kept clean and in good repair.
- Driver shall inspect vehicle daily, before pulling out of the yard in accordance with state requirements. A Preventive Maintenance Inspection (PMI) will be performed on vehicles at 3,000-mile intervals.
- Consultant will be responsible for all training of the vehicle driver, service policies, passenger fares, and overview of other City services.
- Upon receipt of notice from the City, the Consultant shall promptly correct any deficiency in Consultant's performance.

D. Customer Services Requirement

- Consultant shall participate in on-going customer relations efforts as coordinated by the City and may be asked to meet with City staff on an ongoing basis to discuss customer relations.
- The City staff and Consultant shall investigate and document all complaints or citizen concerns as a part of program administration by collecting as much pertinent information regarding the complaint as possible from the complaining party. The City may require a complaint investigation on the part of Consultant. City reserves the right to exclude any of the Consultant employees or drivers from participating in the program due to findings relating to a complaint or service issue.
- Consultant will provide the City with the name of a contact person and phone number to call for reporting customer complaints.
- Within twenty-four (24) hours of a reported complaint, a Consultant assigned customer service representative will contact the client to resolve the problem and report client complaint to the City staff.
- Within forty-eight (48) hours of the reported complaint, Consultant's customer service representative will fax or e-mail to the City the steps they are taking to address the client's complaint.

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

- A. Daily Records: Consultant shall keep records of customer service reservations taken. Reservations shall include clients name, telephone number, pick-up and drop-off address, time the call was received and time the call was dispatched.
- B. Monthly Summaries: A Monthly Summary shall be attached to the Consultant billing invoice and shall include the following: Date, Passenger Name, Pick up address, Drop off address, Pick up time, Drop off time, Trip Miles, Food Deliveries, Trip type, Number of trips per client, No-shows and Cancellations.

- C. Incident Reports: Drivers shall be required to complete “incident reports” after any out of the ordinary occurrence during service. Such reports must be submitted to City for review within 24-hours and should be submitted after such incidents as disputes with or between passengers, passenger injury or accidents (during boarding or on-vehicle), passenger misconduct.
- D. Vehicle Accidents: Consultant shall notify the City within 24 hours of any accident/incidents and ensure proper follow up on any accidents. City shall retain the right of accident investigation as it sees fit; and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
- E. Retention/Review of Records: The Consultant will maintain all records pertaining to the services performed under a signed Agreement for a period of five years. The Consultant shall make its records pertaining to a signed Agreement available to the City upon request during regular business hours either for inspection or audit.
- F. The invoice for services rendered shall include a detailed waybill that includes pick-up and drop-off information for each trip with all relevant back-up documentation.

III. 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.

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

- A. Marco A. Soto, Director of Operations
- B. Various Taxi Drivers

EXHIBIT “B”

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. Section 8.12, “Cost Analysis”, is hereby added as follows:

“The Consultant is to perform a cost analysis on all change orders. The cost analysis for all changes orders will include a separate determination of profit for each change order requested.”

II. Section 8.13, “Invoices,” is hereby added as follows:

“All invoices must conform to the billing methodology specified in the Agreement. Failure to properly invoice will result in non-payment of invoices.

a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices.

b. All disaster invoices shall include the location where delivered or where used, if appropriate.

All of Consultant’s invoices will be audited prior to payment to ensure compliance with Federal documentation requirements, including:

- Time cards.
- Daily work reports for every employee, by each separate FEMA category of work.
- Daily equipment use, by each separate FEMA category of work.
- List of all supplies and materials used, by each separate FEMA category of work.”

III. Section 8.14, “Additional Record Retention,” is hereby added as follows:

“The Consultant must retain all records related to the Services for a minimum of three years after all City projects (not just this one) are completed. In lieu of this indefinite storage requirement, the Consultant may elect to provide an electronic copy of all records in a bona fide electronic documents management format which provides unalterable copies. This requirement applies to the Consultant and all subcontractor’s project records. However, it is the responsibility of the Consultant to provide all of the records, both the Consultant and any subcontractor’s records.”

IV. Section 8.15, “Small Business Contracting,” is hereby added as follows:

“Consultant shall follow all of the requirements of 2 CFR § 200.321 and shall require and enforce similar compliance with all subcontractors.”

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

RATE

- | | |
|-------------------------|----------------------------------|
| A. Trips | \$2.85 flag drop \$2.70 per mile |
| B. Food Delivery | \$2.85 flag drop \$2.70 per mile |

Consultant waives any administrative charges; fares will go directly to drivers.

- II. 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 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all the work performed, the number trips and food deliveries
 - B.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Delivery Meals	Tuesday & Thursday 11:00 a.m. to 1:30 p.m.	As needed
B. Trips	Monday through Friday 8:30 a.m. to 4:00 p.m.	As needed

- II. 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: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Andres Gonzalez, Senior Services Supervisor

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-50,
APPROVING AMENDMENT NO. 8 TO THE AGREEMENT
WITH THE COUNTY OF LOS ANGELES FOR THE
ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: On July 1, 2016, a four-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This Amendment will increase the allocated baseline funding from \$229,361 to \$260,361 resulting in an increase of \$31,000 for Fiscal Year (FY) 2019-20 only. The \$31,000 will be allocated through Families First Coronavirus Response Act ("FFCRA") funding.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-50, approving Amendment No. 8 to the Agreement and authorizing the City Manager to execute the same.

FISCAL IMPACT: Amendment No. 8 to the Agreement will bring the total cost to an amount not-to-exceed \$260,361 for FY 2019-20, an increase from FY 2018-19 Maximum Annual Subaward Sum. This will include \$233,867 from Title III C-1, \$25,324 from Title III C-2 and \$1,170 from Title III B.

DISCUSSION: The City entered into a four-year Agreement (July 1, 2016 through June 30, 2020) with the County to assist with funding for the City's Elderly Nutrition Program Services; at that time the estimated Maximum Subaward Sum for the four-year term was \$676,364.

The County contributes to the City's Elderly Nutrition Program Services, which offers lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively "Programs"). The Programs offer meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the Programs do not require participants to pay for meals, a donation ranging between \$1.75 – \$3.00 per meal is appreciated.

Since the original adoption of this Agreement there have been seven amendments. On June 12, 2018, the City Council approved Amendment No. 1; which allocated the baseline funding in the amount of \$169,091 in exchange for additional defined program services to be provided by the City during FY 2017-18 and to provide further clerical and procedural updates.

On July 24, 2018, the City Council approved Amendment No. 2 re-confirming the FY 2018-19 maximum Annual Subaward Sum funding sources and to provide information on any pending acquisition and mergers. The City also agreed to give consideration for employment to participants in the County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the City's minimum qualifications for any open positions. The City also agreed to report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

On January 8, 2019, the Council approved Amendment No. 3 increasing the County's baseline funding to the City's Elderly Nutrition Program Services from \$169,091 to \$185,191, resulting in an increase of \$16,100 for FY 2018-19 only. The additional \$16,100 was allocated to the Title III C-1 program also known as the Congregate Meal Program.

On April 9, 2019, the Council approved Amendment No. 4 increasing the County's baseline funding to the City's Elderly Nutrition Program Services from \$185,191 to \$193,483, resulting in an increase of \$8,292 for FY 2018-19 only. The additional \$8,292 was allocated to purchase one commercial dishwasher and two heating cabinets for the City's Elderly Nutrition Program.

On September 10, 2019, the Council approved Amendment No. 5 to allocate baseline funding from the County in the amount of \$185,191 for the City's Elderly Nutrition Program Services during FY 2019-20.

On February 11, 2020, the Council approved Amendment No. 6 to increase the allocated unit rates by fourteen percent (14%) for each funded Service Categories. When funds became available during FY 2019-20.

Additionally, on February 25, 2020, the Council approved Amendment No. 7 increasing the County's baseline funding to the City's Elderly Nutrition Program Services from \$185,191 to \$229,361, resulting in an increase of \$44,170 for FY 2019-20 only.

Amendment No. 8 to the Agreement is requested by the County for the following purposes: (1) allocate Families First Coronavirus Response Act (“FFCRA”) funding in the amount of \$31,000, increasing the baseline funding from \$229,361 to \$260,361 during FY 2019-20 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 Services to be provided by the City during FY 2019-20; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 8, which is attached hereto as Attachment C. .

ATTACHMENTS:

[Attachment A - Resolution No. 20-50](#)

[Attachment B - ENP Allocation Letter](#)

[Attachment C - Amendment No. 8](#)

ATTACHMENT A

RESOLUTION NO. 20-50

A RESOLUTION OF THE CITY OF SOUTH EL MONTE APPROVING AMENDMENT NO. 8 TO THE CURRENT COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES

WHEREAS, on July 1, 2016, the City Council approved an elderly nutrition program agreement with the County of Los Angeles through its Department of Workforce Development, Aging and Community and Senior Services (“County”) for County Funding for the City of South El Monte’s Elderly Nutrition Program (“Agreement”). The Agreement was for a four-year term commencing July 1, 2016 through June 30, 2020; and

WHEREAS, on June 12, 2018, the City Council approved an amendment (“Amendment No. 1”) to the Agreement to allocate baseline funding in the amount of \$169,091 in exchange for additional defined program services to be provided by the City during Fiscal Year 2017-18 and to provide further updates to the Agreement; and

WHEREAS, on July 24, 2018, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate baseline funding in the amount of \$169,091 and to provide information on any pending acquisition and mergers. The City also agreed to give consideration for employment to participants in the County social services programs who meet the City’s minimum qualifications for any open positions and to report all open job positions to the County; and

WHEREAS, on January 8, 2019, the City Council approved an amendment (“Amendment No. 3”) to the Agreement to increase the baseline funding by \$16,100 to \$185,191 during FY 2018-19. The additional funds help to offset the cost of serving 3,500 additional meals that the City received funding for during Fiscal Year 2018-2019; and

WHEREAS, on April 9, 2019, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to increase baseline funding by \$8,292 to \$193,483 during Fiscal Year 2018-19 only. The additional funds were granted by the County to purchase a new commercial dishwasher and two heating cabinets; and

WHEREAS, on September 10, 2019, the City Council approved an amendment (“Amendment No. 5”) to the Agreement to allocate baseline funding in the amount of \$185,191 to provide Elderly Nutrition Program Services during Fiscal Year 2019-20; and

WHEREAS, on February 11, 2020, the City Council approved an amendment (“Amendment No. 6”) to the Agreement to increase the unit rate for each funded Elderly Nutrition Program Service Categories by fourteen percent (14%) during Fiscal Year 2019-20; and

WHEREAS, on February 25, 2020, the City Council approved an amendment (“Amendment No. 7”) to the Agreement to increase the baseline funding from \$185,191 to \$229,361 during Fiscal Year 2019-2020; and

WHEREAS, the City and County determined that an amendment (“Amendment No. 8”) to the Agreement is necessary to allocate Families First Coronavirus Response Act (“FFCRA”) funding in the amount of \$31,000, to increase the baseline funding from \$229,361 to \$260,361 during Fiscal Year 2019-20 only.

WHEREAS, the City Council now desires to approve Amendment No. 8 to the Agreement to: (1) allocate Families First Coronavirus Response Act (“FFCRA”) funding in the amount of \$31,000, increasing the baseline funding from \$229,361 to \$260,361 during FY 2019-20 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 Services to be provided by the City during FY 2019-20; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 8, which is attached to the staff report accompanying this Resolution as Attachment C.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE 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 execute Amendment No. 8 in substantially the form attached as Attachment C to the May 26, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 8.

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

PASSED, APPROVED AND ADOPTED this 26th day of May, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-50 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 26th day of M a y , 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ■ Los Angeles, CA 90020

Tel: 213-738-2600 ■ Fax: 213-487-0379



wdacs.lacounty.gov

Otto Solórzano
Acting Director

"Connecting communities and improving the lives of all generations"

May 8, 2020

City of South El Monte
Attention: Ms. Jennifer Vasquez
1415 N. Santa Anita Avenue
South El Monte, CA 91733

FISCAL YEAR 2019-20 FAMILIES FIRST CORONAVIRUS RESPONSE ACT FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Vasquez:

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

- Purpose: Subrecipient shall utilize Families First Coronavirus Response Act (FFCRA) funding to provide additional defined and contracted ENP Title III C-1 Services during the COVID-19 pandemic in Fiscal Year (FY) 2019-20.
- Subaward Number: ENP162010
- Amendment Number: Eight
- Subaward Term: July 1, 2019 through June 30, 2020
- FFCRA Funding (Subaward Sum Year 4 (SSY4)): \$31,000
- Period Funds Available for Use (subject to execution of Amendment): March 20, 2020 through June 30, 2020 (consistent with California Department of Aging Program Memo (PM 20-07) First Families Coronavirus Response Act). FFCRA funds are only available for use after all other Older Americans Act funds have been exhausted.
- Funding Source(s), Service Category(ies), and Unit Rate(s): Attachment 1 (FY 2019-20 Elderly Nutrition Program FFCRA Funding Allocation for City of South El Monte)
- Supervisorial District: 1

Catalog of Federal Domestic Assistance (CFDA) Number(s)

The Subaward Sum, either in whole or in part, is identified as Federal monies. The Federal portion(s) of these monies has been assigned both a CFDA number and a Federal Grantor office as follows:

CFDA Number	CFDA Title	Federal Grantor Agency
93.045	Families First Coronavirus Response Act, Older Americans Act Title III- Congregate Meals (CMC2) and Home-Delivered Meals (HDC2)	U.S. Department of Health and Human Services Administration for Community Living

Execution of Amendment

In order to proceed, an Amendment must be executed with Subrecipient. This Amendment is forthcoming and will be provided to you at a later date.

Next Steps

In order to complete the Amendment process, Subrecipient shall complete Budget and Mandated Program Services Exhibits using the FFCRA funding allocation noted in Attachment 1 (FY 2019-20 Elderly Nutrition Program FFCRA Funding Allocation for City of South El Monte). These Exhibits will be provided to you at a later date.

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

Attachment

Attachment 1

FY 2019-20 Elderly Nutrition Program FFCRA Funding Allocation
for City of South El Monte

Funding Source	Service Category	COVID-19 Unit Rate ¹	Allocation Amount	Supervisorial District
FFCRA Older Americans Act Title III CMC2	American Meals	\$6.24	\$31,000 ²	2
	Ethnic Meals			
FFCRA Older Americans Act Title III HDC2	Hot Meals	\$6.07	\$0	
	Frozen Meals	\$6.24		
	Emergency Meals	\$7.44		
Total FFCRA Funding			\$31,000	
Total Additional Funding (Refer to FY 2019-20 Additional Funding Allocation Letter)			\$44,170	
Total Original Baseline (Refer to FY 2019-20 Original Baseline Funding Allocation Letter)			\$185,191	
Total Subaward Sum Year 4 (FFCRA Funding, Additional Funding and Original Baseline)			\$260,361	

¹ Unit Rate does not include Nutrition Savings Incentive Program (NSIP), as NSIP is not available for use with FFCRA funding.

² Complete one (1) Budget and one (1) MPS for C-1 Program Services reflecting the Allocation Amount.

ATTACHMENT C

**ELDERLY NUTRITION PROGRAM SERVICES
SUBAWARD NUMBER ENP162010
SUBAWARD PERIOD JULY 1, 2016 – JUNE 30, 2020**

AMENDMENT EIGHT

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**
("County" or "WDACS")

County's Business Address
3175 West Sixth Street
Los Angeles, CA 90020

and

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

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

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program Services Subaward Number ENP162010 Subaward Period July 1, 2016 – June 30, 2020" dated July 1, 2016, and the Amendments thereto (hereafter collectively referred to as "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 for the following purposes: 1) allocate Families First Coronavirus Response Act (FFCRA) funding in the amount of \$31,000, which shall be reimbursed to Subrecipient in exchange for additional

defined and contracted ENP Title III C-1 Services to be provided by Subrecipient during Fiscal Year (FY) 2019-2020; 2) reflect updates to Service delivery and other changes previously communicated to Subrecipient in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and, 3) 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 shall commence **upon execution by all parties.**
- II. Subparagraph 5.2.6 is deleted in its entirety and replaced as follows:

5.2.6 Subaward Sum Year 4 Funding Source(s)

- 5.2.6.1 The Subaward Sum Year 4 for the fourth Fiscal Year of this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.
- 5.2.6.2 OAA Title III B (Supportive Services and Senior Centers) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III B Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$1,000**
- 5.2.6.3 OAA Title III C-1 (Nutrition Services) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III C-1 Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$160,867**
- 5.2.6.4 OAA Title III C-2 (Nutrition Services) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III C-2 Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$23,324**

- 5.2.6.5 OAA Title III B (Supportive Services and Senior Centers) Additional Funding available for use for Supervisorial District 1 for contracted ENP Title III B Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$170**
- 5.2.6.6 OAA Title III C-1 (Nutrition Services) Additional Funding available for use for Supervisorial District 1 for contracted ENP Title III C-1 Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$25,000**
- 5.2.6.7 OAA NSIP Additional Funding available for use for Supervisorial District 1 for Congregate Meal Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$17,000**
- 5.2.6.8 OAA NSIP Additional Funding available for use for Supervisorial District 1 for Home Delivered Meal Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$2,000**
- 5.2.6.9 FFCRA funding [available for use only after all other OAA Title III C-1 (Nutrition Services) funding has been exhausted] for Supervisorial District 1 for contracted ENP Title III C-1 Services as identified in the "Fiscal Year 2019-20 FFCRA Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of March 20, 2020 through June 30, 2020 (consistent with California Department of Aging Notice on California Major Disaster Declaration Approved – Area Plan (AP-1920) Contract Program Spending Flexibility): **\$31,000**

III. Subparagraph 5.1.3 is added as follows:

5.1.3 As previously communicated to Subrecipient in the "Fiscal Year 2019-20 Elderly Nutrition Program Services COVID-19 Unit Rate Increase and GetCare System Updates" letter, which is incorporated herein by reference, the final approved COVID-19 unit rate(s) identified in that letter are effective for the period of March 16, 2020 through June 30, 2020.

IV. Subparagraph 5.3.4 (Federal Award Identification Number (FAIN)) is deleted in its entirety and replaced as follows:

5.3.4 Federal Award Identification Number (FAIN)

- 5.3.4.1 July 1, 2016 - June 30, 2017: 16AACAT3SS; 17AACAT3SS; 16AACAT3CM; 17AACAT3CM; 16AACAT3HD; 17AACAT3HD; 16AACANSIP; and, 17AACANSIP
- 5.3.4.2 July 1, 2017 - June 30, 2018: 17AACAT3SS; 18AACAT3SS; 17AACAT3CM; 18AACAT3CM; 17AAAT3HD; 18AACAT3HD; 17AACANSIP; and, 18AACANSIP
- 5.3.4.3 July 1, 2018 - June 30, 2019: 18AACAT3SS; 19AACAT3SS; 18AACAT3CM; 19AACAT3CM; 18AACAT3HD; 19AACAT3HD; 18AACANSIP; and, 19AACANSIP
- 5.3.4.4 July 1, 2019 – June 30, 2020: 1901CAOASS-01; 2001CAOASS-00; 1901CAOACM-01; 2001CAOACM-00; 1901CAOAH-01; 2001CAOAH-00; 1901CAOANS-00; 2001CAOANS-00; and, FFCRA

V. Subparagraph 5.3.5 (Federal Award Date) is deleted in its entirety and replaced as follows:

5.3.5 Federal Award Date

- 5.3.5.1 July 1, 2016
- 5.3.5.2 July 1, 2017
- 5.3.5.3 July 1, 2018
- 5.3.5.4 July 1, 2019

5.3.5.5 May 4, 2020

- VI. Subparagraph 5.3.7 (Amount of Federal Funds Obligated by this Action) is deleted in its entirety and replaced as follows:

5.3.7 Amount of Federal Funds Obligated by this Action:

5.3.7.1 Original Subaward: \$169,091

5.3.7.2 Amendment One: \$169,091

5.3.7.3 Amendment Two: \$169,091

5.3.7.4 Amendment Three: \$16,100

5.3.7.5 Amendment Four: \$8,292

5.3.7.6 Amendment Five: \$185,191

5.3.7.7 Amendment Six: \$0

5.3.7.8 Amendment Seven: \$44,170

5.3.7.9 Amendment Eight: \$31,000

- VII. Subparagraph 5.3.8 (Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum)) is deleted in its entirety and replaced as follows:

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

5.3.8.1 Subaward Sum Year 1: \$169,091

5.3.8.2 Subaward Sum Year 2: \$169,091

5.3.8.3 Subaward Sum Year 3: \$193,483

5.3.8.4 Subaward Sum Year 4: \$260,361

- VIII. Subparagraph 5.3.9 is deleted in its entirety and replaced as follows:

5.3.9 Total Amount of Federal Award (Maximum Subaward Sum): \$792,026

- IX. Subparagraph 5.3.10 (Federal Award Project Description) is deleted in its entirety and replaced as follows:

5.3.10 Federal Award Project Description

- 5.3.10.1 July 1, 2016- June 30, 2017: Federal Title IIIB 3BAL16-16 and 3BAL17-16; Federal Title III C1 C1AL16-16 and C1AL17-16; Federal Title III C2 C2AL16-16 and C2AL17-16
- 5.3.10.2 July 1, 2017- June 30, 2018: Federal Title IIIB 3BAL17-17 and 3BAL18-17; Federal Title III C1 C1AL17-17 and C1AL18-17; Federal Title III C2 C2AL17-17 and C2AL18-17
- 5.3.10.3 July 1, 2018- June 30, 2019: Federal Title IIIB 3BAL18-18 and 3BAL19-18; Federal Title III C1 C1AL18-18 and C1AL19-18; Federal Title III C2 C2AL18-18 and C2AL19-18
- 5.3.10.4 July 1, 2019 – June 30, 2020: Federal Title IIIB 3BSL19-19 and 3BSL20-19; Federal Title III C1 3C1L19-19 and 3C1L20-19; Federal Title III C2 3C2L19-19 and 3C2L20-19; NSIP C1 NC1L19-19 and NC1L20-19; NSIP C2 NC2L19-19 and NC2L20-19; and, FFCRA

- X. Subparagraph 5.12.2 (Required Match Contribution) is deleted in its entirety and replaced as follows:

5.12.2 Required Match Contribution

- 5.12.2.1 The required match contribution for OAA Title III C-1 (Nutrition Services) is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. As previously communicated to Subrecipient on March 24, 2020, in order to mitigate some of the effects of the current emergency created as a result of the virus, the match requirements are being modified as follows:
- 5.12.2.1.1 Subrecipient shall provide the required match for the period of July 1, 2019 through February 29, 2020; Subrecipient shall report this match information in the year-end closeout report.

- 5.12.2.1.2 Effective March 1, 2020 through June 30, 2020, all match contribution requirements for OAA Title III C-1 are waived.
- 5.12.2.1.3 Unless otherwise noted, Subrecipient's match requirements under any prior period of this Subaward remain unchanged.
- 5.12.2.2 The required match contribution for OAA Title III C-2 (Nutrition Services) is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. As previously communicated to Subrecipient on March 24, 2020, in order to mitigate some of the effects of the current emergency created as a result of the virus, the match requirements are being modified as follows:
 - 5.12.2.2.1 Subrecipient shall provide the required match for the period of July 1, 2019 through February 29, 2020; Subrecipient shall report this match information in the year-end closeout report.
 - 5.12.2.2.2 Effective March 1, 2020 through June 30, 2020, all match contribution requirements for OAA Title III C-2 are waived.
 - 5.12.2.2.3 Unless otherwise noted, Subrecipient's match requirements under any prior period of this Subaward remain unchanged.
- 5.12.2.3 The required match contribution for OAA Title III B (Supportive Services and Senior Centers) is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. As previously communicated to Subrecipient on March 24, 2020, in order to mitigate some of the effects of the current emergency created as a result of the virus, the match requirements are being modified as follows:

- 5.12.2.3.1 Subrecipient shall provide the required match for the period of July 1, 2019 through February 29, 2020; Subrecipient shall report this match information in the year-end closeout report.
- 5.12.2.3.2 Effective March 1, 2020 through June 30, 2020, all match contribution requirements for OAA Title III B are waived.
- 5.12.2.3.3 Unless otherwise noted, Subrecipient's match requirements under any prior period of this Subaward remain unchanged.

XI. Subparagraph 9.18.4 (Information Technology Systems – Management Information System) is deleted in its entirety and replaced as follows:

9.18.4.1 Data Entry

- 9.18.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data, and Client information. Subrecipient shall use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.
- 9.18.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document, and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery, and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client, and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and shall ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient shall enter Program, Service delivery, and Client data into MIS on the day when the meal(s) is delivered to Client). Subrecipient

shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.18.4.1.3 As previously communicated to Subrecipient on April 14, 2020, GetCare has been updated to reflect new COVID-19 Service Categories/Details and rates for Congregate Meals (C-1) and Home-Delivered Meals (C-2) Services. Subrecipient shall use these new COVID-19 Service Categories/Details to report Services provided for April 1, 2020 through June 30, 2020. Subrecipient shall continue to use the non-COVID-19 Service Categories/Details for Telephone Reassurance Services.

9.18.4.1.4 As previously communicated to Subrecipient on April 14, 2020, Subrecipient shall report Congregate Meals, which were home-delivered to Congregate Meals Clients, beginning April 1, 2020 using the new COVID-19 C-1 Service Categories/Details. Subrecipient shall report Congregate Meals which were home-delivered to Congregate Meals Clients in March 2020 using the non-COVID-19 C-1 Service Categories/Details (i.e., Subrecipient shall not use the COVID-19 Service Categories/Details to report meals provided to Congregate Meals Clients at home in March 2020).

9.18.4.1.5 Subrecipient shall record FFCRA-funded Services in MIS using the FFCRA Service Categories/Details as directed by County. FFCRA Services shall only be reported only after all funding for OAA Title III C-1 and OAA Title III C-2 Services have been exhausted.

XII. Exhibit A (Statement of Work), Subsection 7.6 (Program Services for 2020 Cesar Chavez Holiday) is added as follows:

7.6 Program Services for 2020 Cesar Chavez Holiday

7.6.1 As previously communicated to Subrecipient on March 27, 2020, County of Los Angeles recognizes that Monday, March 30, 2020 is a County of Los Angeles holiday honoring Cesar Chavez. In order to mitigate some of the effects of the current emergency created as a result of the virus, Subrecipient shall provide Elderly Nutrition Program Services (including meals and telephone reassurance calls) on March 30,

2020. If meals were already provided to older adults in order to last them through Monday, March 30, 2020, then no additional meal service will be required except for telephone reassurance calls.

7.6.2 Subrecipient shall enter all Services provided on Monday, March 30, 2020 in the MIS as provided in Subparagraph 5.5 (Invoices and Payments) in order to receive reimbursement.

XIII. Exhibit A (Statement of Work), Subsection 10.3.6 (Congregate Meals Services During COVID-19) is added as follows:

10.3.6 Congregate Meals Services During COVID-19

10.3.6.1 In an effort to mitigate the impact of the COVID-19 pandemic, Subrecipient shall provide ENP Services in a manner that will ensure the health, safety, and protection of Clients and Subrecipient's Staff (including Employees and Volunteers) during this state of emergency. To this end, Subrecipient shall ensure that its Staff utilize social distancing guidelines as directed by the County of Los Angeles Department of Public Health and utilize personal protective equipment (including but not limited to face coverings, disposable gloves, hand sanitizer, etc.) when providing Services.

10.3.6.2 As previously communicated to Subrecipient on March 12, 2020, Subrecipient shall deliver meals to Congregate Meals Clients at their residences until further notice or direction from County.

XIV. Exhibit A (Statement of Work), Subsection 10.13.1 is deleted in its entirety and replaced as follows:

10.13.1 When Subrecipient elects to use the services of a Caterer to prepare/supply Congregate Meals and/or Home-Delivered Meals, Subrecipient shall procure that Caterer from a pool of caterers who are on the AAA Approved Caterer List. Such caterers have been inspected and certified by DASS Program subrecipient and have been approved by County. The AAA Approved Caterer List shall be provided by County on an annual basis.

10.13.1.1 As previously communicated to Subrecipient on March 17, 2020, in order to mitigate some of the effects of the current emergency created as a result of the virus, the

requirements for selecting a caterer from the AAA Approved Caterer List as described above is suspended effective March 17, 2020 through June 30, 2020. During this period, if Subrecipient has an unmet need due to increased Clients requesting Services, Subrecipient is allowed to use caterers that are not on County's approved list provided that these caterers meet the requirements for food safety and sanitation as required in this Statement of Work. If Subrecipient intends to use an unapproved caterer, Subrecipient shall comply with the notice and approval requirements of Subsection 10.13.1.2 and shall ensure that a caterer which is not on County's approved list meets the standards and qualities of approved caterers; to this end, Subrecipient shall work with the DASS Program subrecipient for clarification and guidance on these standards and qualities and shall follow DASS Program subrecipient's requirements.

10.13.1.2 When Subrecipient intends to use a caterer which is not on County's approved list, Subrecipient shall send a written notification to County's Program Manager by providing the caterer's name and shall include confirmation that dietary and nutritional requirements will continue to be met. County shall provide timely written notice of approval or disapproval of proposed substitute caterer to Subrecipient. County reserves the unlimited right at its sole discretion to reject Subrecipient's use of any proposed substitute caterer; upon receiving County's written notification of rejection, Subrecipient shall not utilize proposed substitute caterer and shall obtain an alternative qualified caterer as required herein.

10.13.1.3 County maintains the continuing right to reinstate the normal operating requirements noted in Subsection 10.13.1 at any time.

XV. Exhibit A (Statement of Work), Subsection 10.16.17 is added as follows:

10.16.17 As previously communicated to Subrecipient on March 27, 2020, in order to mitigate some of the effects of the current emergency created as a result of the virus, effective March 23, 2020 through June 30, 2020, Subrecipient shall not request or solicit contributions (i.e., donations) in any manner from Clients/recipients of Services.

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

COUNTY OF LOS ANGELES

By _____ Date _____
 Otto Solórzano, Acting Director
 County of Los Angeles
 Workforce Development, Aging
 and Community Services

SUBRECIPIENT

 City of South El Monte
 Subrecipient's Legal Name

 ENP162010
 Subaward Number

By _____ Date _____
 Name of Authorized
 Representative

 Title

Approved as to Form:

OFFICE OF COUNTY COUNSEL
 Mary C. Wickham, County Counsel

 Signature

By _____ Date _____
 Name of Authorized
 Representative

 Title

 Signature

By _____
 Lawrence M. Green
 Senior Deputy County Counsel



City Council Agenda Report

**Agenda
Item No.
9.a.**

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM - CONSIDERATION OF PROGRAM BUDGETS FOR FY 2019-20 (REVISED), FY 2020-21, AND CDBG-CV ASSISTANCE PROGRAMS (FUNDING SOURCE: CDBG & CDBG-CV FUNDS) FOR BUSINESS ASSISTANCE AND RENTAL ASSISTANCE

SUMMARY: At its May 12, 2020 meeting, the South El Monte City Council instructed staff to provide detailed options to offer CDBG Assistance programs to Businesses and Residents who have been impacted by COVID-19. The Los Angeles County Development Authority (LACDA) issued a Grants Management Unit Bulletin informing participating cities that they will receive additional CDBG funds as a result of the COVID-19 pandemic; South El Monte will receive \$128,099. The City intends to use the CDBG funds to assist residents and small businesses within the community. By reprogramming other available CDBG funds, staff identified a total of \$250,000 for this Assistance program. LACDA has authorized the city to use these funds to offer Business Assistance and Rental Assistance grants.

RECOMMENDATION: Staff recommends that the City Council: 1) Approve the proposed CDBG program budget for the 2019-20 fiscal year (revised) and the CDBG-CV program; 2) Approve the funding and program guidelines for the proposed COVID-19 South El Monte Emergency Rental Assistance Program; and 3) Approve the funding and program guidelines for the proposed COVID-19 South El Monte Emergency Small Business Grant Program.

FISCAL IMPACT: To ensure the economic assistance is distributed to people, families, and businesses as quickly as possible, the federal Housing and Urban Development

Department (HUD), which oversees and regulates the distribution and use of CDBG funds, has relaxed many of the standard requirements that are usually attached to CDBG funds. For example, the public noticing requirement for approving the CDBG budget and programs has been reduced to 5 days; HUD is allowing grantees to reallocate funds from existing programs or unallocated funds and repurpose them for COVID-19 -related assistance. Due to the perceived need for assistance by South El Monte renters and business owners, staff is recommending allocating all previously unallocated funding, and reducing the existing programming budget to reallocate funding towards COVID-19 assistance programs.

The breakdown of the proposed COVID-19 assistance budget is shown below, with program allocation:

Residential Rental Assistance Program	\$130,000 (130 grants of \$1,000 ea.)
Emergency Small Business Grant Program	\$120,000 (24 grants of \$5,000 ea.)
Total COVID-19 Assistance Program	\$250,000

DISCUSSION: The CDBG Program is a Federal Block Grant Program that began in 1974, which provides funding to cities and counties to carry out programs and projects designed to benefit low-income persons and communities. As staff prepares this report to budget the City's 2020-21 Fiscal Year allocation, we are in the midst of the COVID-19 pandemic that has completely disrupted the American economy and way of life. The pandemic has caused economic ripples that have shuttered many businesses, forcing layoffs and furloughs, which results in food and rent insecurity and can lead to evictions and homelessness.

In response to these economic conditions, the Los Angeles County Board of Supervisors issued an eviction moratorium on residential and commercial leases throughout all of Los Angeles County. While the moratorium will prevent evictions, it will not help people pay their rent when the moratorium sunsets, and it will not help businesses pay their lease, payroll taxes, or restock a restaurant.

In an effort to provide maximum support to our businesses and residents affected by COVID-19, city staff has developed two distinct programs, one to provide residential rental assistance, another to provide business grants, both are recommended to be funded with CDBG and/or CDBG-CV monies.

The City received an allocation of CDBG-CV (CDBG funds for COVID-19-related purposes) in the amount of \$128,099, from the United States Department of Housing and Urban Development (HUD) as part of the CARES Act. Additionally, \$65,000 CDBG funds from the current 2019-20 fiscal year have been reprogrammed and staff recommends additional reprogramming of \$56,901 from the senior center restroom renovation project for COVID-19-related assistance for the remainder of the 2019-20 fiscal year.

The Emergency Business Assistance Grant will allow a business owner to request a grant of up to \$5,000 that can be used for the following purposes: monthly commercial rent and/or

utility payments, employee payroll, working capital for payroll taxes or cost of goods to continue operations or restock/resupply. Eligible businesses must have five or fewer employees, the business owner must have a household income at or below the 80% of the Area Median Income level, be located within the CDBG eligible area of South El Monte, and be an eligible business type such as: restaurant, coffee shop, bakery, salon, barber, retail and commercial store.

The Emergency Rental Assistance Grant will allow a homeowner or tenant to request a grant of up to \$1,000 that can be used for the following purposes: monthly rental payment or arrears to their landlord, property management agent or company. Eligible household must meet the following criteria: renter residing in single-family, multi-unit or mobile homes, have a household income at or below the 80% of the Area Median Income level, have been economically impacted during the COVID-19 pandemic, does not receive other rental subsidies.

The following neighboring cities are offering similar grants:

El Monte - \$10,000 Business Grant and \$1,200 Rental Assistance.

Arcadia - \$5,000 Business Grant

Temple City - \$10,000 Business Grant and \$1,000 Rental Assistance

(Report Prepared by Angie Hernandez, Community Development Department
Executive Assistant)

ATTACHMENTS:

[Attachment A - COVID-19 Emergency Rental Assistance Guidelines](#)

[Attachment B - COVID-19 Emergency Small Business Grant Program Guidelines](#)

COVID-19 SOUTH EL MONTE EMERGENCY RENTAL ASSISTANCE PROGRAM GUIDELINES

Program Budget: \$130,000

Purpose: The COVID-19 South El Monte Emergency Rental Assistance Program (Program) provides emergency rental assistance grants to income-eligible households living within South El Monte who have been economically impacted during the COVID19 pandemic through job loss, furlough or reduction in hours or pay.

Due to these conditions, the City of South El Monte proposes to use CDBG funds to develop an Emergency Rental Assistance Program that can issue cash grants, rather than loans, of up to \$1,000 per household, to maintain housing and/or to reduce rental payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic.

Program Eligibility

Eligible households must meet all of the following criteria:

1. Applicants must be renters residing in single-family, multi-unit, or mobile homes located in the city of South El Monte.
2. Applicant's annual household income does not exceed the U.S. Department of Housing and Urban Development (HUD) established "Moderate-Income" limits for area median income in Los Angeles County. Household income eligibility is based on the following two (2) factors:
 - a. The total number of persons residing in the household; and
 - b. The total amount of the annual household income.
3. Applicant must be economically impacted during the COVID-19 pandemic period beginning March 27, 2020 to present, as further described herein.
4. Applicant must provide a current residential lease agreement. If this is not available, the landlord's general ledger identifying tenant transactions may be considered to verify tenancy.
5. Applicant's household does not receive any other forms of rental subsidies.
6. Applicant must provide a completed W-9 form from the bona fide landlord/property management agent or company.
7. Applicant must provide a signed Program Participation-Payment Acceptance form from bona fide landlord/property management agent or company.
8. Applicant must provide a confirmed current rental balance.

Use Of Community Development Block Grant (CDBG) Funds

CDBG funds will be used for emergency rental payments on behalf of income-eligible households economically impacted by the COVID-19 pandemic. Rental assistance is provided in the maximum

amount of \$1,000 through direct payment to a bona fide landlord, property management agent or company for current rent and/or to pay down rentals in arrears. CDBG funds are also used for program administration such as direct personnel and non-personnel costs and indirect costs.

Rental Assistance

Rental assistance includes:

- a. Rental Payment made on behalf of eligible household to landlord/property management agent or company of up to \$1,000; or
- b. Rental Arrears Payment made on behalf of eligible household to landlord/property management agent or company of up to \$1,000; or
- c. Monthly payment combination of items a. and b. made on behalf of eligible household to landlord/property management agent or company.

Applicant Intake And Assessment Process

Applicant's household eligibility for emergency rental assistance will be determined upon submission of a completed application with all required information and documents. Program staff will review application information and provide an eligibility determination within 7 days. All applicant household's information and supporting documentation will be recorded accurately in an applicant file to demonstrate eligibility/ineligibility for this program.

A denied applicant file shall contain all submitted information and documentation, as well as the reason for denial (ex: over income limits, incomplete information, reside outside service area).

An approved applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of an applicant household such as the following:

Residency in Eligible Area

An applicant household must reside in a rental property located in the eligible areas of South El Monte. An online map locator or another tool can be used to verify residency.

Definition of a Household and Income of Household Members

Household is defined as all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related persons who share living arrangements. Therefore, household member information must include, at a minimum, the following:

- 1) Full names and ages of all family members as well as any unrelated persons living in the residence; and
- 2) Signature of the primary applicant(s), certifying that the information provided related to the annual household income and members is correct.

Annual income is defined as the total gross amount of income received from all sources by adult individuals of the household who have earned or received income during a 12-month period prior to the March 27, 2020 authorization of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to address the COVID-19 pandemic. Additional information on household income is provided in TYPES OF HOUSEHOLD INCOME section below.

To determine program eligibility, all sources of annual income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct.

Eligible households must be below the “Moderate Income” limits for confirmed household size.

Emergency Rental Assistance Household Income Limits

Number of Persons	Extremely Low-Income	Low-Income	Moderate-Income
1	\$23,700	\$39,450	\$63,100
2	\$27,050	\$45,050	\$72,100
3	\$30,450	\$50,700	\$81,100
4	\$33,800	\$56,300	\$90,100
5	\$36,550	\$60,850	\$97,350
6	\$39,250	\$65,350	\$104,550
7	\$41,950	\$69,850	\$111,750
8	\$44,650	\$74,350	\$118,950

Documenting Economic Impact during COVID-19 pandemic period

Applicant households must submit documentation confirming negative economic impact during the COVID-19 pandemic period. The Applicant Intake Form can be used to indicate acceptable documentation sources including:

1. Workplace closure or reduced hours due to COVID-19, including lay-off, termination, loss of working hours, income reduction resulting from business closure or other employer economic impacts of COVID-19:
 - A copy of household member(s) notification of job loss/termination from employer during the eligible pandemic period (March 27, 2020 to present); or
 - A copy of household member(s) notification of furlough from employer during the eligible pandemic period (March 27, 2020 to present); or

- A copy of household member(s) notification confirming reduction in hours and/or pay during the eligible pandemic period (March 27, 2020 to present); or
 - A copy of household member(s) application during the eligible pandemic period (March 27, 2020 to present) and/or approval for Unemployment Insurance benefits; or
 - A signed self-certification that includes the name of the household member who is self-employed, the name and nature of the business, and narrative confirming economic impact on self-employment during eligible pandemic period (March 27, 2020 to present).
2. Sickness with COVID-19 or caring for a household or family member who is sick with COVID-19;
 3. Extraordinary out-of-pocket childcare expenses due to school closures, medical expenses, or health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant's household who is ill with COVID-19;
 4. Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
 5. Reasonable expenditures stemming from government ordered emergency measures;
 6. Any additional factors relevant to the tenant's reduction in income as a result of the COVID-19 emergency.

Providing Emergency Rental Assistance

Emergency rental assistance will be provided for monthly rent payments and/or rental arrearages. Program administrators shall determine the duration and amount of rental assistance provided to eligible households based on application information, monthly rent due, and amount in arrears. This duration and assistance amount will be designed to ensure households are provided with the maximum benefit possible under program limits up to \$1,000 per address/ household.

Emergency rental assistance will not be paid directly to households. Policies and procedures must establish how financial assistance is paid to the bona fide landlord/property management agent or company.

Emergency rental assistance shall be paid by the date specified on the current lease agreement and program staff will verify proper on-time partial or full rental payment has been made. The emergency rental assistance program will log all payments made on behalf of eligible households.

Confirming Current Lease Agreement

An applicant household must submit a copy of its current residential lease agreement for the address they reside in as a part of the emergency rental assistance application.

W-9 Form

A completed W-9 form (enclosed below) from the bona fide landlord/property management agent or company must be submitted as a part of the emergency rental assistance application.

Program Participation-Payment Acceptance Form

A signed Program Participation-Payment Acceptance Agreement from the bona fide landlord/property management agent or company must be submitted as a part of an applicant household's emergency rental assistance application.

Current Rental Balance

An applicant household must submit a confirmed copy of its current rental balance from the bona fide landlord/property management agent or company.

Landlord, Property Management Agent or Company

A bona fide landlord/property management agent or company is defined as the legal owner and/or representative of a single-family, multi-unit, or mobile home residential property leased for the purposes of permanent housing, entitled to collect rent as prescribed in a valid lease agreement.

In order to process and disburse emergency rental assistance payments to a bona fide landlord/property management agent or company, signed and completed W-9 and Program Participation-Payment Acceptance Agreement forms are required. The landlord/property management agent or company will abide by Program requirements and will be provided with a clear summary and schedule of payments to be made on behalf of eligible households.

Under no circumstances will the City staff be a party to any lease for which assistance is provided. Program administration contact numbers and information must be provided in case of questions or concerns.

In addition, the landlord/property management agent or company will be provided with an IRS 1099 form at the end of the calendar year for tax reporting purposes.

Types Of Household Income

The following is a list of the types of household income most commonly encountered, as well as the kinds of documentation required for verification. This is not intended to provide an exhaustive list of possible income sources, but only those sources most commonly encountered. However, all applicant income sources must be clearly identified and documented. The Agency ***Income Documentation Worksheet*** is provided as reference and may be adopted to assist in calculating annual household income. If it is not possible for the household to provide this information, the ***COVID-19 Emergency Rental Assistance Household Income Self-Certification Form and Individual Annual Income Self-Certification forms*** may be used to document annual income.

- a. **Salary Income:** The documentation of salary income must be obtained from at least **one (1) source**. The documentation may not be older than six (6) months, except for Federal and State income tax returns which may not be older than one (1) year. The documentation must be properly labeled and compiled in the applicant's case file in a readable format. Acceptable sources of income documentation include the following:
 - Federal or State income tax returns or W2 forms; or
 - Copies of the applicant's three (3) most recent paycheck stubs, establishing the applicant's monthly income

- b. **Self-Employment:** Any income from an adult household member who is self employed must be documented and verified from at least **one (1)** of the following sources:
- A copy of IRS Form 1040/1040A (tax return), if filed with the IRS for the last year; or
 - A notarized affidavit signed by the applicant that includes the name of the household member who is self-employed, the name of the business, and the prior year's estimated annual income.
- c. **Social Security/Supplementary Security Income/ Social Security Disability:** Income from Federal or State retirement programs and disability must be verified from at least **one (1) source** that may not be older than six (6) months, unless noted below. Acceptable documentation sources include:
- Copy of the applicant's monthly award check; or
 - Copy of a benefit verification letter (also referred to as an "award letter" or "income letter" and can be requested from local Social Security office by applicant); or
 - Copy of a bank statement showing direct deposits of applicant's award check; or
 - Copy of Social Security Form SSA-2458 which verifies benefits (can be requested from local Social Security office by applicant); or
 - Copy of Social Security form SSA-1099 (tax form mailed each year stating total amount of benefits received from the previous year.) May not be older than one (1) year.
 - Written certification from the awarding agency verifying the applicant's eligibility and the amount of the monthly benefits.
- d. **Welfare/General Relief:** Income from social aid programs [e.g., California Work Opportunity and Responsibility for Kids (CalWORKs), Temporary Assistance for Needy Families (TANF)] must be verified from at least **one (1)** of the following sources:
- Copies of the applicant's most recent bi-monthly award checks.
 - Copy of most recent *Notice of Action* or award letter stating the amount of applicant's benefit; or
 - Written statement from caseworker stating the applicant's benefit amount; or
 - Written certification from the awarding agency verifying the applicant's eligibility and the amount of the monthly benefits.
- e. **Pension Income:** Pension Income must be verified from at least **one (1)** of the following sources:
- copy of the pension award letter; or
 - Copies of the applicant's three (3) most recent payment stubs verifying benefit amount; or
 - A copy of the applicant's bank statement demonstrating that the award check was directly deposited into the applicant's account.
- f. **Personal Interest:** Personal interest from savings accounts or dividends from financial investments must be identified and documented as earned income. Adequate verification may include:
- Federal income tax return; or
 - Copies of bank statements; or
 - **All pages** of investment statements indicating the amount of dividends earned.

- g. **Alimony/Child Support:** Income received from alimony and/or child support payments must be documented and verified from at least **one (1)** of the following sources:
- A copy of applicant's weekly or monthly check; or
 - A copy of a separation or settlement agreement or a divorce decree from a court establishing payments; or
 - A notarized affidavit, signed by the applicant, certifying to the amount of child support received.
- h. **In-Home Supportive Services:** Income earned by a caregiver/caretaker providing in-home supportive services for a different household must be documented through copies of **the three (3)** most recent paycheck stubs, to establish the monthly income.
- i. **Rental Income:** Income received from rental property must be documented as earned income and must be verified from at least two (2) of the following sources:
- A copy of the property rental agreement signed by current tenant stating monthly rent;
 - A copy of recent rent check; and/or
 - A copy of the applicant's income tax return declaring earned rental income. May not be older than one (1) year.
 - Rent receipt book.
- j. **No Income:** Should an adult member of the household (18 years and older) have no income to report, documentation to be submitted may include:
- A self-certification signed by the household member declaring he/she does not earn income that can be contributed to the household.

The calculation of annual income **shall not include** the following:

- A **Income from Children,** which is income from the employment of children (including foster children) under the age of 18 years.
- B **Payments Received for the Care of Foster Children,** including foster adults (usually persons with disabilities, unrelated to the family, who are unable to live alone).
- C **Lump-Sum Payments,** including additions to family assets, such as inheritances, insurance payments (e.g., health and accident insurance, and worker's compensation), capital gains and settlement for personal or property losses [except as provided].
- D **Reimbursement for Medical Costs,** including all payments received by the family that are specifically for, or in reimbursement of, medical expenses for any family member.
- E **Live-in Aide,** including the income of a live-in aide employed because of a medical condition or disability of a family member. A live-in aide is determined to be essential to the care and well-being of the person, not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services.
- F **Education Assistance,** including the full amount of educational scholarships paid directly to the student or to the educational institution, and Government funds paid to a veteran for tuition fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of

the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.

- G **Armed Forces (Special Pay)**, specifically special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

- H **Government Programs**, including the following:

Amounts received under training programs funded by HUD and earnings and benefits from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government.)

Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Amounts received by a participant in other publicly-assisted programs, which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and made solely to allow participation in a specific program.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937.

Amounts paid by a State agency to a family with a member who has developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member living at home.

- I. **Temporary Income**, considered temporary, nonrecurring or sporadic in nature (including gifts).
- J. **Income of Full-Time Students**, earnings in excess of \$480 for each full-time student 18 years old or older attending school or vocational training (excluding the head of household and spouse).
- K. **Property Tax Refunds**, including amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling of the unit.
- L. **Adoption Assistance Payments**, in excess of \$480 per adopted child.

Record Retention, Program Reporting, And Monitoring

The City shall maintain applicant files, landlord/property management agent or company information, and all program administration (programmatic and financial) records, written and digital, for no less than a period of 5 years from the end of the program in accordance with Los Angeles County Auditor-Controller Handbook 3.1.

The City shall report, approved and assisted households, and their corresponding assistance information, weekly as directed by the funder.

The City shall periodically report to-date households assisted in a numeric and narrative format as directed by the funder.

Financial and programmatic monitoring of the operating agency will be conducted by LACDA staff.

Conflict Of Interest

No COVID-19 Program funding will be provided to any member of the City Council of the City of South El Monte, nor any designee who is in a decision making capacity in connection with the administration of this Program; no member of the City shall have any interest, direct or indirect, in the proceeds from a grant from this program.

COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM
APPLICANT INTAKE FORM

Applicant Tenant:		
Tenant Address:		
Tenant Phone:	Tenant Email:	
Monthly Rent:	Monthly Due Date:	Months Past Due:
LANDLORD/LEGAL PROPERTY OWNER TELEPHONE NUMBER MANAGEMENT COMPANY (if applicable) ADDRESS ZIP CODE CITY STATE		

Documenting Economic Impact during COVID-19 pandemic period - March 27, 2020 to present

- ☐ Workplace closure or reduced hours resulting FROM employer economic impacts of COVID-19:
- ☐ Household member(s) notification of job loss/termination from employer
 - ☐ Household member(s) notification of furlough from employer
 - ☐ Household member(s) notification confirming reduction in hours and/or pay
 - ☐ Household member(s) application or approval for Unemployment Insurance benefits
 - ☐ A signed self-certification that includes the name of the household member who is self-employed, the name and nature of the business, and narrative confirming economic impact on self-employment during eligible pandemic period
- ☐ Sickness with COVID-19 or caring for a household or family member who is sick with COVID-19:

- ☐ Extraordinary out-of-pocket childcare expenses due to school closures, medical expenses, or health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant's household who is ill with COVID-19:
-

- ☐ Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency:
-

- ☐ Reasonable expenditures stemming from government ordered emergency measures:
-

- ☐ Any additional factors relevant to the tenant's reduction in income as a result of the COVID-19 emergency.
-

AGENCY INCOME DOCUMENTATION CALCULATION WORKSHEET

Source of Income	Gross Monthly Income in Dollars	Documentation
Salary		- Copies of last 3 paychecks (not older than 6 months); or - Federal or State income tax returns or W-2 forms (not older than one year); or - Employment and salary documentation form.
Self-Employed Profits		- Copy of IRS Form 1040/1040A (tax return) for the last year; or - Notarized affidavit stating prior year's estimated annual income.
Social Security (SS)		<i>The following must not be older than six (6) months unless noted:</i> - Copy of applicant's monthly award check; or ☐ Copy of applicant's benefit verification letter (applicant can request from local Social Security office); or - Form SSA-2458 (applicant can request from local Social Security office); or - Form SSA-1099 (yearly benefit statement that may not be older than one (1) year); or - Written certification from awarding agency verifying monthly benefits; or - Copy of bank statement showing direct deposit of applicant's award check.
Supplemental Security Income (SSI)		
Social Security Disability (SSD)		
California Work Opportunity and Responsibility for Kids (CalWORKs)		- Award letter stating the amount of applicant's benefit; or - Copy of applicant's most recent bi-monthly award check(s); or - Written statement from Caseworker stating the applicant's benefit amount; or - Written certification from awarding agency verifying monthly benefits; or
Temporary Assistance for Needy Families (TANF)		
Pension		- Copy of applicant's most recent pension check/payment stubs; or - Copy of pension award letter showing monthly benefits; or

		Bank statement showing direct deposit of applicant's award check.
Alimony		- Copy of applicant's weekly or monthly check; or - Court decree establishing payments, (divorce papers); or - Notarized affidavit of child support certifying amount received.
Child Support		
Unemployment Insurance		- Copy of award notice stating applicant's benefit; or - Payment booklet; or - Unemployment notarized affidavit signed by applicant.
Interest from Bank Accounts and Cash Funds		- Letter from bank manager stating interest earned; or - Bank statements showing last twelve (12) months of interest; or - Most recent Federal income tax return showing interest earned; or - Investment statements indicating the amount of dividends earned.
Rental Property Income		<i>At least two (2) from the following:</i> - Copy of property rental agreement signed by current tenant showing monthly rent; or - Copy of recent rent check; or - Copy of applicant's income tax return declaring earned rental income (not older than one year); or ☐ Rent receipt book.
Other Income not shown above- List Sources		☐ Attach documentation to support declaration.
AGENCY STAFF USE ONLY BELOW:		
Total Gross Monthly Income:		Comments:
Total Gross Annual Income:		Comments:
Income Qualified?:	Yes No ☐ ☐	Comments:

COVID-19 EMERGENCY RENTAL ASSISTANCE HOUSEHOLD INCOME SELF-CERTIFICATION FORM

INSTRUCTIONS: This is a written statement documenting the Annual Income, the number of beneficiary members in the family or household, and relevant characteristics of each member for the purposes of income determination.

To complete this statement, fill in the blank fields below using information from the attached Individual Annual Income Self-Certification Form complete and signed by EACH HOUSEHOLD MEMBER AGE 18 OR OLDER except fulltime students. The applicant Head of Household(s) must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Applicant:		
Address:	City:	
Telephone:	State:	Zip Code:

Household Member Income Information

Name:	Total Annual Income:	HH	CH	DIS	S≥18	<18	<15

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **S≥18** = Fulltime student age 18 or over; **<18** = Child under the age of 18 years; **<15** = Minor under the age of 15 years

Annual gross income (total of all members) = \$ _____

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the County of Los Angeles Emergency Rental Assistance Program Administrator.

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date
CO-HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section

1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

INDIVIDUAL ANNUAL INCOME SELF-CERTIFICATION

Household Member (Print Name): _____

INSTRUCTIONS: To complete this statement, fill in the blank fields below using information from the attached

Individual Annual Income Self-Certification Form complete and signed by EACH HOUSEHOLD MEMBER AGE 18 OR OLDER except fulltime students. The Household Member must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Source of Income	Annual Income in Dollars
Salary	
Self-Employed Profits	
Social Security (SS)	
Supplemental Security Income (SSI)	
Social Security Disability (SSD)	
California Work Opportunity and Responsibility for Kids (CalWORKs)	
Temporary Assistance for Needy Families (TANF)	
Pension	
Alimony	
Child Support	
Unemployment Insurance	
Interest from Bank Accounts and Cash Funds	
Rental Property Income	
Other Income Not Shown Above Sources:	
Total Gross Annual Income:	

Check here if you are a **HOUSEHOLD MEMBER AGE 18 OR OLDER** with no income and certify by signing below.

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the County of Los Angeles Emergency Rental Assistance Program Administrator.

Signature	Printed Name	Date
------------------	---------------------	-------------

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the

U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM

Program Participation-Payment Acceptance Agreement

Applicant Tenant:
Tenant Address:

SECTION I - COMPLETED BY SOUTH EL MONTE STAFF			
LANDLORD/LEGAL PROPERTY OWNER TELEPHONE NUMBER MANAGEMENT COMPANY (if applicable) ADDRESS ZIP CODE CITY STATE South El Monte staff has verified the lease/rental agreement and other eligibility documentation by the Applicant identified above and determined that this household is eligible to receive Emergency Rental Assistance. This program is funded by the County of Los Angeles and provides monthly rental and/or monthly rental arrears payments directly to the landlord/property management company on behalf of eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay. South El Monte will issue these payments on behalf of the applicant. This agreement and a completed <i>W9, Request for Taxpayer Identification Number and Certification</i> must be returned to the South El Monte staff in order to process the payment(s). Payment(s) will be issued on a monthly basis to the landlord as defined below:			
RENTAL ASSISTANCE PROVIDED Amount \$ _____	ANTICIPATED TERMS OF ASSISTANCE For _____ consecutive month beginning _____		
AGENCY STAFF NAME (PLEASE PRINT)	AGENCY STAFF SIGNATURE	DATE	TELEPHONE NUMBER

SECTION II - COMPLETED BY THE LANDLORD/LEGAL OWNER/MANAGEMENT COMPANY

The landlord (legal owner of the residence reference above) must complete this Section.

☐ I do not want to participate in the County of Los Angeles COVID-19 Emergency Rental Assistance Program; or

☐ I would like to participate in the County of Los Angeles COVID-19 Emergency Rental Assistance Program. To receive payment, I will provide this signed agreement a W-9 Request for Taxpayer Identification Number and Certification.

TENANT'S MONTHLY RENT IS DUE ON THE _____ OF EACH MONTH.

LANDLORD/LEGAL OWNER'S NAME/MGT. COMPANY (PLEASE PRINT)

APPLICANT (TENANT) NAME (PLEASE PRINT)

MAILING ADDRESS

PROPERTY ADDRESS

CITY
CODE

STATE

ZIP

CITY

STATE

ZIP CODE

LANDLORD/LEGAL OWNER/MANAGEMENT COMPANY CERTIFICATION

I UNDERSTAND AND CERTIFY THAT: In no case am I entitled to a payment for a month that the applicant does not reside at my property. If I receive a direct rent payment for a month that the applicant did not reside at my property, I shall remit to **City of South El Monte** an amount that represents the overpaid rent. To return such amounts or payments, I shall call **City of South El Monte – Finance Dept** at (626) 579-6540 and mail payment to **City of South El Monte, 1415 N Santa Anita Ave, South El Monte CA 91733**. I must not cash a direct rent payment if the applicant has moved. I may be prosecuted if I commit fraud or knowingly assist an applicant to commit fraud. If I am found guilty of committing fraud, I will no longer be entitled to receive direct rent payments. I may not acquire rights to sue **City of South El Monte** for payment of rent or for a breach of any obligations by the tenant.

I also understand and certify that I receive no other subsidy and/or assistance from or on behalf of this applicant for full or partial monthly rental payment.

Rental assistance is limited and the duration of assistance as stated in Section 1 of this agreement. **City of South El Monte** will make every effort to make rental assistance payments as required by the lease agreement but will only be responsible for late fees due to administrative errors by **City of South El Monte** staff. I understand that assistance may be terminated if a participant is determined to be no longer eligible, was never eligible, has not been fully engaged in the program, and/or has not been fully compliant with program requirements as determined by the **City of South El Monte**. Examples non-compliance include failure to return phone calls or e-mails and failure to disclose all income or expenses.

In addition, I understand and agree that during the term of this agreement, I must give **City of South El Monte** a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

THE LANDLORD/LEGAL OWNER/MANAGEMENT COMPANY MUST SIGN AND DATE:

LANDLORD/LEGAL OWNER/MGT. CO. NAME
(PLEASE PRINT)

LANDLORD/LEGAL OWNER/MGT.CO.
SIGNATURE:

DATE:

TELEPHONE
NUMBER:

**PLEASE COMPLETE AND SUBMIT THE W-9 Request for Taxpayer Identification Number and Certification
(This is not included in these Guidelines)**

COVID-19 SOUTH EL MONTE EMERGENCY SMALL BUSINESS GRANT PROGRAM GUIDELINES

Program Budget: \$120,000

Purpose: The COVID-19 South El Monte Emergency Small Business Grant Program (Program) provides emergency grants to South El Monte-based businesses that have been impacted by the COVID-19 pandemic, the Governor of California's Executive Order N-33-20, and/or the Los Angeles County Public Health Officer's "Safer at Home" Order. Due to the pandemic and various State and County orders, restaurants are not allowed to have dine-in service, which means that take-out, delivery, and drive-thru are the only options for restaurants. This has caused a massive decline in business for South El Monte restaurants, which has resulted in businesses laying off or requiring a furlough of employees such as servers, cooks, hosts, and dishwashers, many of whom are low- to moderate-income persons, as defined by HUD.

Furthermore, the various State and County orders have closed many other businesses, such as bars and nightclubs, movie theaters, gyms, breweries and wineries, car washes, personal grooming businesses (barbers, nail salons, hairdressers), clothing stores, and all other retail businesses that are not considered an "essential business".

Consequently, many businesses are unable to pay employees, are unable to pay their commercial rent, and will not have enough cash-flow when the health order is lifted to be able to re-stock, re-supply, and re-staff their businesses. It is in the best interest of the City to develop a Small Business Assistance Program to help businesses retain employees to prevent these employees from losing their income and possibly even losing their housing. It is also in the City's best interest to ensure that commercial rents are being paid to landlords so landlords do not default on their mortgage, which would place additional pressures on the business tenant. Lastly, when the restrictions are lifted, the City will want to see all businesses reopen, but many will require an infusion of capital to re-open, re-supply, and re-staff.

Due to these conditions, the City of South El Monte proposes to use CDBG funds to develop an Emergency Small Business Grant Program that can issue cash grants, rather than loans, of up to \$5,000 per business, to South El Monte businesses impacted by COVID-19.

Eligible Activities: Small Business Grant Assistance can be provided under the following Eligible Activity categories as defined by HUD:

- a. Microenterprise assistance (24 CFR 570.201(o)(1)(i))

Requirements for Microenterprise Assistance:

To be eligible, the business must be a microenterprise that meets both of the following criteria:

- Business must have five or fewer employees, including the owner; and
- Business owner must have a household income at or below 80% of the Area Median Income (AMI) for Los Angeles County

The program will collect income and employee information as of now, not as it was prior to COVID19 pandemic. For example, the business may have had six employees, but laid off 3 and now may qualify as a microenterprise, as long as the owner's income is at or below 80% AMI, as defined below.

For purposes of this application, an eligible business owner must be a lower income household whose income is at or less than 80% of the Median Household Income for Los Angeles County, as defined under the CDBG 2020 Program Income Guidelines listed below:

Number of Persons In Household	Maximum Combined Household Income
1	\$63,100
2	\$72,100
3	\$81,100
4	\$90,100
5	\$97,350
6	\$104,550
7	\$111,750
8	\$118,950

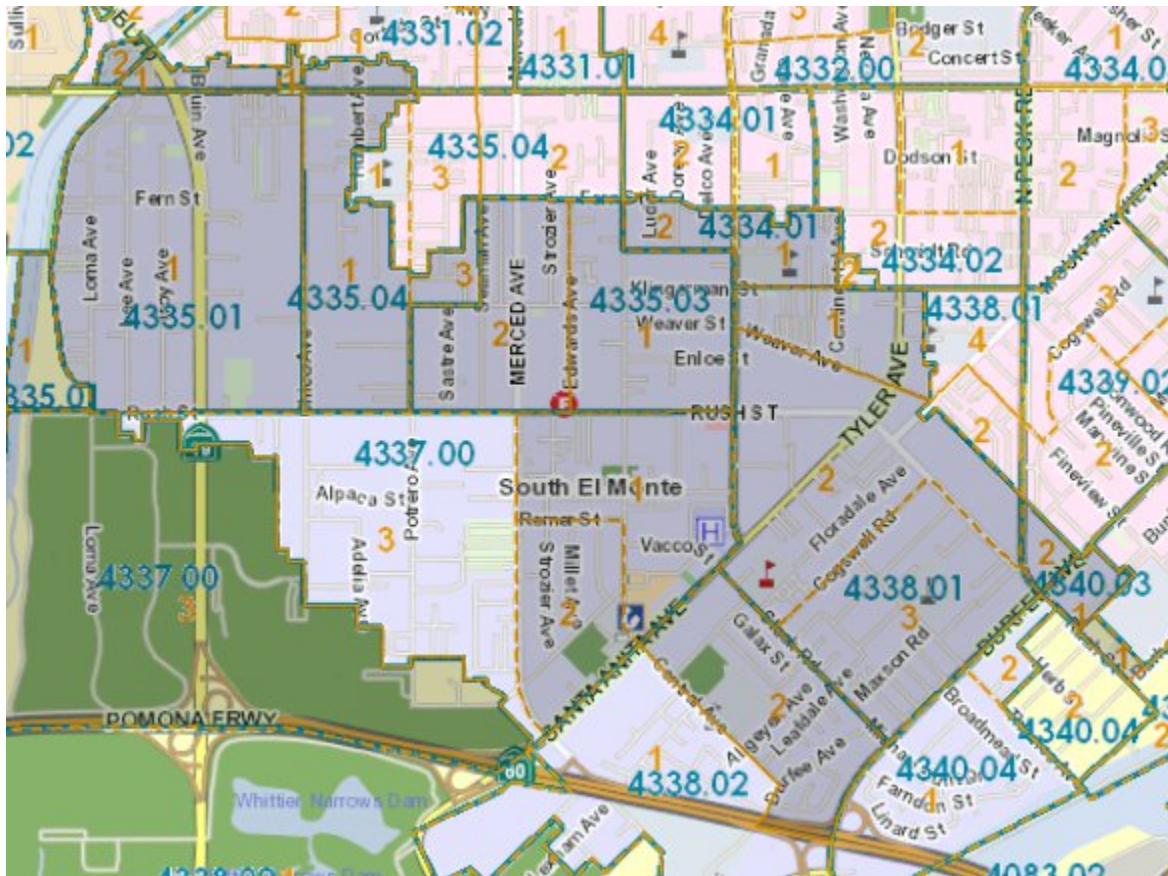
A certification form will be created for the business owner to complete and sign and will include the following:

- Owner contact information
- Number of persons in the owner's household
- Owner's annual income
- Demographic information about the owner
- List of employee positions, whether they are full or part time, vacant or filled, and benefits provided

Eligible Businesses: Applicants must be eligible as a microenterprise and meet all of the following eligibility criteria:

- Business is a commercial business (*following is an exhaustive list of eligible commercial business types*):
 - ✦ Retail food and beverage service such as restaurants, coffee shops, bakeries, etc.
 - ✦ Grooming business such as salons, barbershops, etc.
 - ✦ Retail health and fitness business such as gyms, day spas, fitness studios, etc.
 - ✦ Retail and commercial stores selling consumer goods, electronics and appliances, health and sporting goods, furniture, clothing and shoes, kitchen equipment, books and entertainment, music and audio/visual equipment, etc.
- Business is located in the City of South El Monte (CDBG Eligible Area – see below)
- Business is impacted by COVID-19 (*following are examples of impacts*):
 - ✦ Required to close as non-essential
 - ✦ Reduced business activity due to Safer at Home order and social distancing
 - ✦ Layoff or furlough of employees

CDBG Eligible Area:



- Census Tract 4331.02 Block Group #1
- Census Tract 4334.01 Block Group #1 & #2
- Census Tract 4334.02 Block Group #2
- Census Tract 4335.01 Block Group #1
- Census Tract 4335.03 Block Group #1 & #2
- Census Tract 4335.04 Block Group #1 & #3
- Census Tract 4337.00 Block Group #1 & #2
- Census Tract 4338.01 Block Group #1 & #2 & #3
- Census Tract 4338.02 Block Group #2
- Census Tract 4339.02 Block Group #2
- Census Tract 4340.03 Block Group #1

Eligible Business Assistance: Assistance will be in the form of cash grants to businesses that have been closed or severely impacted by COVID-19, for the following purposes:

- Monthly Commercial Rental and/or Utility Payments
- Employee payroll
- Working capital for payroll taxes or cost of goods, to continue operations or restock/resupply

Program Budget: \$120,000 (CDBG)

Grants can be issued based on the demonstrated need, up to a maximum of \$5,000 per business. For example, a business that needs two months of rent, two months of employee payroll, and working capital to restock could be a unique number. The applicant can request a specific amount as described in their Business Recovery Plan, not to exceed \$5,000.

Sample distributions:

Business A (Bakery): Monthly rent is \$500, payroll is \$1,000 per month, and to resupply the bakery to fully reopen is \$500. If the business applies for two months' rent (\$1,000), two months' payroll (\$2,000), and resupply (\$500), the total grant amount requested would be \$3,500.

Business B (Restaurant): Monthly rent is \$1,000, payroll is \$1,000 per month, and utility assistance is \$1,000 total. The business requests two months of assistance for rent (\$2,000), payroll (\$2,000), and utility (\$1,000), for a total of \$5,000. If the business qualifies, it would receive the maximum of \$5,000.

Evaluation Criteria:

Business grant applications will be analyzed for the following criteria, specified by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, and by the Small Business Administration:

1. **Commitment:** Personal and corporate guarantees may be required. The applicant should sign personally for the grant.
2. **Business Recovery Plan:** The business recovery plan will identify strategies to retain employees and keep the business successfully running after the grant has been expended. This will clearly identify how the business will spend the requested grant amount.
3. **Location:** Preference will be given to businesses paying commercial rent and operating out of a store-front in a commercial area.

All of the above criteria are important, and the absence of anyone may be sufficient to deny a grant request.

Disqualifying Criteria: Any of the following events or actions will disqualify the owner of a business from consideration for grant funding:

- Poor Credit History
- Bankruptcy in the last 5 years
- South El Monte Code Enforcement violations
- Questionable criminal record

Applicant Intake Process: Applications will be accepted on a rolling basis. Grants will be awarded to qualified applicants on a “first come, first served” basis until funds run out. Application will be a fillable PDF, made available on the City’s website or emailed upon request. Applicants will attach the completed pdf application, and all supporting documentation requested on the application, to an email sent to Rene Salas at rsalas@soelmonte.org

In an effort to protect the environment and prevent the spread of COVID-19, paper applications will not be accepted for this program.

The application will ask for proof of current commercial lease, a W-9 form, information about the amount of employees and their demographics, and a proposal or Business Recovery Plan to describe how they will spend the grant.

The applicant will need to submit documentation to establish income for qualification. The applicant will also need to provide a statement self-certifying that they own a microenterprise.

A check-list will be included in the application packet to ensure the applicant submits all required information and documentation, and to assist staff in reviewing the submitted application.

Staff Review: Program will be administered by City staff in collaboration with the City Attorney’s office. The City will create an applicant tracking log to centralize information, such as follow-up calls and emails, whether applicants qualify for the program, where their application is in the process, status of signed agreements, invoices submitted, checks issued, follow-up documentation required or received, and jobs expected and documented.

Grant Distribution: A grant agreement will be used to commit the City and the applicant to certain conditions as a requirement in exchange for the grant funding. The agreement will clearly identify eligible uses and will discuss prohibited uses. Ineligible uses would include acquisition of real property and construction, as both have other regulatory implications that complicate the process and follow-up.

Qualified applicants will receive their grant funding in the form of a check issued by the City of South El Monte upon completion of a grant agreement. If the business is requesting assistance with their commercial lease in their Business Recovery Plan, that assistance will be issued directly to the bona fide landlord or property management company/agent. The bona fide landlord will also need to agree to accept lease payments on behalf of the tenant from the City, and provide the City with their W-9 form. As part of the grant agreement, businesses will be required to provide documentation of how they spent the funds. This could be provided in the form of canceled checks, receipts, or a bank statement highlighting the uses.

CHECKLIST
ATTACHMENTS AND FORMS

- A. Program Application
- B. Grant Agreement
- C. Income Documentation Matrix
- D. Project Underwriting Form
- E. Job Creation/Retention Certification
- F. Microenterprise Self-certification form
- G. Business Recovery Plan (Business Owner to provide)
- H. Commercial Lease Agreement (Business Owner to provide)
- I. W-9 (Business and Landlord)



ATTACHMENT A- PROGRAM APPLICATION

CITY OF SOUTH EL MONTE COMMUNITY DEVELOPMENT DEPARTMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

COVID-19 SMALL BUSINESS GRANT PROGRAM APPLICATION
Grant Applications Due June 18, 2020 at 5:30 p.m. (Email Submittal Only)

City of South El Monte, Community Development Department,
1415 N Santa Anita Ave, South El Monte, CA 91733, (626) 579-6540
rsalas@soelmonte.org

BUSINESS APPLICANT INFORMATION

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS OWNER FIRST AND LAST NAME(S): _____

EMAIL: _____ TELEPHONE: _____

PROGRAM REQUIREMENTS CHECKLIST - City staff will verify accuracy of all answers

Definitions for specific terms can be found in the Program Guidelines and Requirements.

Number of full-time equivalent (FTE) employees _____
(including owners and independent contractors)

Does your business have a ground-floor commercial storefront? Yes ☐ No ☐

Does your business have an active City of South El Monte Business License? Yes ☐ No ☐

Does your business have any unresolved municipal code violations and/or delinquent penalties?

Yes ☐ No ☐

GRANT CRITERIA - City staff will verify accuracy of all answers

Definitions for specific terms can be found in the Program Guidelines and Requirements.

1. BUSINESS TYPE: Please indicate which category your business falls into

- ☐ Independently owned retail, restaurant, café, or gastropub
- ☐ Single locally owned franchise of retail, restaurant, café, or gastropub
- ☐ Other eligible business type

2. LENGTH OF TIME YOUR BUSINESS HAS BEEN IN CONTINUOUS OPERATION IN THE CITY:

☐ More than 5 years

☐ Up to 5 years

3. COVID-19 FINANCIAL NEED AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OBJECTIVES:

Note: At time of grant issuance, business may be asked to provide city with requested support documents for the responses provided below as needed to verify

- a) Have you experienced reduced revenue/cash flow of at least 20% since the COVID-19 outbreak in March 2020 compared to this same time-period 12 months prior, or compared to January and February of the 2020 calendar year?

Yes ☐ No ☐

- b) Is your business experiencing significant financial solvency issues as a result of COVID-19?

Yes ☐ No ☐

- c) Will the current finances of your business in combination with a \$5,000 grant allow your business to remain open (or re-open following easing of restrictions) for at least 90 days following awarding of the grant?

Yes ☐ No ☐

- d) As a result of the COVID-19 pandemic, have you had to layoff, furlough, or reduce the number of weekly working hours of one or more employees considered low income as defined in Attachment A of this application?

Yes ☐ No ☐

- e) Will the grant be used all or in part to pay wages of an employee that is considered low income as defined in Attachment A of this application, or otherwise used to meet the CDBG requirement of hiring or maintaining at least one low-moderate income job?

Yes ☐ No ☐

4. NUMBER OF EMPLOYEES YOUR BUSINESS CURRENTLY EMPLOYS:

Number of Employee Positions, including business owner/applicant _____

Name of position _____ full time ☐ or part-time ☐ vacant ☐ or filled ☐

Name of position _____ full time ☐ or part-time ☐ vacant ☐ or filled ☐

Name of position _____ full time ☐ or part-time ☐ vacant ☐ or filled ☐

Name of position _____ full time ☐ or part-time ☐ vacant ☐ or filled ☐

Name of position _____ full time ☐ or part-time ☐ vacant ☐ or filled ☐

Name of position _____	full time ☐ or part-time ☐	vacant ☐ or filled ☐
Name of position _____	full time ☐ or part-time ☐	vacant ☐ or filled ☐
Name of position _____	full time ☐ or part-time ☐	vacant ☐ or filled ☐
Name of position _____	full time ☐ or part-time ☐	vacant ☐ or filled ☐
Name of position _____	full time ☐ or part-time ☐	vacant ☐ or filled ☐
Name of position _____	full time ☐ or part-time ☐	vacant ☐ or filled ☐

ACKNOWLEDGEMENT

I/We HEREBY CERTIFY that the aforementioned facts are true and correct. Furthermore, if approved, I/We will provide additional documentation and certification of the information provided on the application form prior to grant issuance. I/We will be liable for all costs incurred through the program if any information provided is determined to be false and/or incorrect which may have initially qualified me/us for the Small Business Grant Program.

_____	_____	_____
Applicant's Name	Applicant's signature	Date
_____	_____	_____
Co-Applicant's Name	Co-Applicant's signature	Date

.....

FOR OFFICE USE ONLY

Date and Time Submitted: _____

Eligibility:_____

Evaluator:_____ Date Evaluated_____

ATTACHMENT B- GRANT AGREEMENT

CITY OF SOUTH EL MONTE COVID-19 EMERGENCY SMALL BUSINESS GRANT

GRANT AGREEMENT

This Agreement is made this ____ day of _____, 2020, ("Agreement") by and between the City of South El Monte, California, a municipal corporation with an address of 1415 N Santa Anita Ave, South El Monte, CA, 91733 acting through its Community Development Department, ("City" or "Grantor") and [NAME OF BUSINESS], with a business address of [ADDRESS], South El Monte, CA, 91733, whose owner is [NAME] ("Business Applicant").

Recitals

A. The City of South El Monte has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA), which administers the Community Development Block Grant (CDBG) Program under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, hereinafter called the "Act".

B. The City has established a program from its Community Development Block Grant funding ("Program") to provide small business assistance to qualified businesses that were significantly and adversely affected by the COVID-19 pandemic.

C. The Business Applicant has applied for funding from the Program, and, based on the information provided by the Business Applicant, is qualified to receive Program funding.

D. The City has agreed to provide the Business Applicant with a total grant for business working capital assistance in the amount of _____ (\$_____) (the "Grant") to assist the Business Applicant in maintaining business operations at [BUSINESS ADDRESS], South El Monte, CA ("the Business Property") subject to and in accordance with the conditions and covenants set forth herein.

Agreement

In consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the Parties hereby agree that the City will provide a Grant to the Business Applicant upon and subject to all general conditions, terms, covenants and agreements herein set forth, including but not limited to the requirements set forth in Exhibit C.

A. Definitions Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

1. "Agreement": This Grant Agreement, including Exhibits A through C
2. "CDBG": Community Development Block Grant Program, 24 CFR 570
3. "City's Address": City of City of South El Monte
Community Development Department

1415 N Santa Anita Ave
South El Monte, CA 91733

4. "Eligible Project Costs": All costs set forth on Exhibit B, attached hereto, which may be amended from time to time by mutual agreement of the Business Applicant and City.
5. "Business Applicant's Address": [ADDRESS]
6. "HUD": The United States Department of Housing and Urban Development.
7. "Grant": The Grant from Program CDBG funds given by the City to the Business Applicant pursuant to this Agreement, to be used by Business Applicant solely for the Project, an Eligible Project Cost.
8. "Grant Amount": [NUMERIC GRANT ASSISTANCE VALUE] (\$_____)
9. "Grant Documents": The Small Business Grant Application and this Agreement, including all Exhibits and Attachments.
10. "Project": Grant to assist the Business Applicant, a small business owner, with working capital to sustain the small business during this period of COVID-19 pandemic.
11. "Property": The parcel of land and building thereon, situated at, [ADDRESS], in South El Monte, CA 91733 where the business is located and operates.
12. "Regulations": The regulations promulgated by HUD as set forth in Exhibit C attached hereto, as the same may be amended from time to time.

B. General Conditions

The obligation of the City to make the Grant is subject to the following conditions precedent:

The Business Applicant has applied for assistance from the Program and, relying on the Business Applicant's information provided, the City has determined that the Business Applicant is a small business owner at risk of long-term business closure. The business is eligible for assistance under this category:

The Business Applicant qualifies as a Microenterprise. To be eligible under this category, the Business Applicant earns at or below 80% of the Area Median Income of Los Angeles County and has five or fewer employees, including the Business Applicant.

The Business Applicant shall duly execute or caused to be duly executed by the parties hereto, and shall have the originals or copies of the following documents (which shall include any and all exhibits and attachments thereto) delivered to the City:

- (a) This Agreement;
- (b) The following documents, as may be required and approved by the City:
 - (1) completed Small Business Grant Application; (2) documentation evidencing that the Business Applicant is eligible to receive the Grant and that the Business and Project satisfy the City and HUD requirements for assisted businesses, including income eligibility and those set for in the Regulations; (3) compliance of the Project with all applicable health, building, zoning, subdivision, licensing, historic preservation, environmental, planning and

land-use laws and regulations; and (4) documentation that the Business Applicant has paid all taxes and other fees owed to the City; and

(c) Other due diligence documents as may be reasonably required by City.

C. Project Requirements

The Business Applicant shall maintain complete records relating to this Grant for five (5) years, commencing on the date of this signed agreement and shall provide said records to the City for inspection and copying upon the City's request.

The Business Applicant shall provide the City with such reports and information as the City may reasonably request in order to allow the City to comply with the regulations and any and all applicable requirements of the granting authority.

The Business Applicant shall provide the City with small business microenterprise forms completed by employees as required and appropriate. These forms will be provided to the Business Applicant by the City.

D. Terms, Repayment, and Security

If the Business Applicant complies with all requirements set forth herein, this Agreement shall terminate [INSERT TIME PERIOD] after the date of this agreement, whereupon all obligations of the Business Applicant for repayment of funds shall cease. Notwithstanding the foregoing, the City expressly reserves and does not waive its rights to recover any damages arising from or relating to the Business Applicant's breach of any of the Grant Documents, including but not limited to this Agreement and/or any attachment hereto which occurred (in whole or in part) before said termination.

If the Business Applicant fails to comply with all the requirements set forth herein, said failure to comply shall be deemed an Event of Default, as described below, and the Business Applicant shall immediately repay the amount of the Grant in full and such additional requirements as set forth herein.

E. Events of Default

Default. The occurrence of any one or more of the following events shall constitute an "Event of default" under this agreement:

1. False statement. Any statement, representation, or warranty contained in this Agreement or the Application Documents submitted by the Business Applicant and found by the City to be false or misleading.
2. Misuse of funds. Any use by the Business Applicant of any portion of the Grant Amount for any purpose other than the exclusive use(s) of Grant set forth in this Agreement.
3. Failure to Comply. Business Applicant fails to abide by the Program Requirements or breaches any covenant of this Agreement.

F. Remedies

Upon and during the continuance of an Event of Default, the City may do any of the following, individually or in combination with any other remedy:

1. Termination. The City may terminate this Agreement by giving a written termination notice to Business Applicant, and on the date specified in such notice, this Agreement shall terminate and all rights of Business Applicant hereunder shall be terminated.
2. Return of Grant. The City may demand the immediate return of any previously disbursed Grant Amount claimed or expended by Business Applicant in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

G. Miscellaneous

1. Assignment Prohibited. Business Applicant shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Business Applicant hereunder without the prior written consent of City. A change of ownership or control of Business Applicant or a sale or transfer of substantially all of the assets of Business Applicant shall be deemed an assignment for purposes of this Agreement.
2. Cooperation; Further Acts: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
3. 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, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.
4. 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.
5. Construction of Agreement. This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
6. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
7. Amendment; Modification. No amendment, modification or supplement of this Agreement shall 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 shall be void and invalid.
8. Captions. The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

9. 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 shall control.
10. Non-Waiver. No waiver by any Party of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any of the provisions contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.
12. Full Authority. The Parties to this Agreement represent and warrant that each has the full right, power, legal capacity, and authority to enter into and perform the respective obligations hereunder and that such obligations shall be binding upon such Party without the approval or consent of any other person or entity in connection herewith.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement (including attachments and agreements) between the City and the Business Applicant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Business Applicant with respect to this Agreement.

Failure to comply or act with respect to any section of the agreement shall constitute a violation and material breach of contract upon which the City through its City Manager or designee may immediately cancel, terminate or suspend this Contract.

IN WITNESS WHEREOF, the City and Business Applicant have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

CITY:

CITY OF SOUTH EL MONTE,
a municipal corporation

Rachel Barbosa, City Manager

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

BUSINESS APPLICANT:

[NAME OF BUSINESS]

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBITS:

- A. Eligible Business Assistance
- B. Small Business Grant Program Application (including Exhibit B-1 – Small Business Grant Program Guidelines)
- C. CDBG Program – Additional Mandatory Terms

GRANT AGREEMENT – EXHIBIT A

Eligible Business Assistance: Assistance will be in the form of cash grants to South El Monte businesses that have been closed or severely impacted by COVID-19, for the following purposes:

- Monthly Commercial Rental and/or Utility Payments
- Employee payroll
- Working capital for payroll taxes or cost of goods, to continue operations or restock/resupply

GRANT AGREEMENT – EXHIBIT B

Small Business Grant Program Application

[Business Applicant's Application on following pages]

GRANT AGREEMENT – EXHIBIT B-1
Small Business Grant Program Guidelines
[on following pages]

GRANT AGREEMENT – EXHIBIT C
CDBG Program Additional Mandatory Terms

The Business Applicant shall comply with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, codified as 42 USC 5301 et. seq. and in accordance with regulations adopted at 24 CFR Part 570, (now in effect and as may be amended from time to time), to the full extent such requirements are applicable to it. The Business Applicant shall further comply with all other applicable federal, state and local laws, ordinances, regulations, orders, guidelines and policies governing this Agreement. The Business Applicant shall use the funds available under the Agreement to supplement rather than supplant funds otherwise available.

The Business Applicant shall require that any and all its contractors providing services pursuant to the Agreement comply with any and all such applicable federal, state and local laws, ordinances, regulations, orders, guidelines and policies. Business Applicant shall have said requirements shall be incorporated into any written contract. The Business Applicant guarantees and assumes sole responsibility to impose the herein cited requirements upon all such contractors.

The Business Applicant shall comply with the terms of the Grant Agreement between the Department of Housing and Urban Development (HUD) and the City which are applicable to it. The requirements applicable to the Business Applicant shall include but not be limited to recording keeping requirements that facilitate and assist the City in complying with the requirements of said Grant Agreement. The Grant Agreement is hereby incorporated and made a part of the Agreement. The Business Applicant acknowledges that it has received a copy of said Grant Agreement and is familiar with it.

General Compliance

The Business Applicant agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this contract.

Conflict of Interest

The Business Applicant affirms that in the procurement of this contract, there was no apparent or real conflict of interest as outlined in 2 CFR Part 200.318 (c)(1)(2).

County Lobbyist Ordinance

The Business Applicant affirms that in the procurement and performance of this contract, it was and is in compliance with Los Angeles County Ordinance No. 93-0031.

Awards to parties on Federal Excluded Parties List (EPLS)

The Business Applicant affirms that it is not on the Federal Excluded Parties List and agrees to comply with 2 CFR Part 200 – Appendix II(A) which prohibits Federal funds as contract awards to any entity on the Federal Excluded Parties List maintained on www.sam.gov.

Amendments

The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendments signed by the City.

Suspension or Termination

The City may also suspend or terminate this Agreement, in whole or in part, if Business Applicant materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City may declare the Business Applicant ineligible for any further participation in the program, in addition to other remedies as provided by law.

Records to be Maintained

In accordance with the Federal regulations specified in 24 CFR 85.36(i)(10), the Business Applicant shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records to be maintained include, but are not limited to books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of auditing.

Retention

As specified by the Los Angeles County Auditor-Controller (*Administration Handbook, Accounting and Financial Reporting, Section 3.1, Retention*), the Business Applicant shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after final payment and all other pending matters are closed.

Reporting and Payment Procedures

Reporting

The Business Applicant shall provide all requested documentation resulting throughout the course of terms of the program.

Payment Procedures

- A. The Grant Amount shall be issued by the City Finance Department to Business Applicant as a one-time disbursement.
- B. The City Finance Department shall disburse the Grant Funds to Business Applicant upon receipt of a fully-executed copy of this Agreement.

Anti-Discrimination

The Business Applicant agrees to comply with the following Federal anti-discrimination provisions as applicable in performance of this contract:

- Title VI of the Civil Rights Act of 1964
- Title I of the Housing and Community Development Act of 1974, Section 109 as amended
- Age Discrimination Act of 1975
- Rehabilitation Act of 1973, Section 504

ATTACHMENT C – INCOME DOCUMENTATION MATRIX

Source of Income	List Gross Monthly Income in Dollars	Documentation
Salary		- Copies of last 3 paychecks (not older than 6 months); or - Federal or State income tax returns or W-2 forms (not older than one year); or - Employment and salary documentation form.
Self-Employed Profits		- Copy of IRS Form 1040/1040A (tax return) for the last year; or - Notarized affidavit stating prior year's estimated annual income.
Social Security (SS)		<i>(The following must not be older than six (6) months unless noted:)</i> - Copy of applicant's monthly award check; or - Copy of applicant's benefit verification letter (<i>applicant can request from local Social Security office</i>); or - Form SSA-2458 (<i>applicant can request from local Social Security office</i>); or - Form SSA-1099 (<i>yearly benefit statement that may not be older than one (1) year</i>); or - Written certification from awarding agency verifying monthly benefits; or - Copy of bank statement showing direct deposit of applicant's award check.
Supplemental Security Income (SSI)		
Social Security Disability (SSD)		
California Work Opportunity and Responsibility for Kids (CalWORKs)		
Temporary Assistance for Needy Families (TANF)		- Award letter stating the amount of applicant's benefit; or - Copy of applicant's most recent bi-monthly award check(s); or - Written statement from Caseworker stating the applicant's benefit amount; or - Written certification from awarding agency verifying monthly benefits; or
Pension		- Copy of applicant's most recent pension check/payment stubs; or - Copy of pension award letter showing monthly benefits; or - Bank statement showing direct deposit of applicant's award check.
Alimony		- Copy of applicant's weekly or monthly check; or - Court decree establishing payments, (divorce papers); or - Notarized affidavit of child support certifying amount received.
Child Support		

Unemployment Insurance		• Copy of award notice stating applicant's benefit; or • Payment booklet; or • Unemployment notarized affidavit signed by applicant.
Interest from Bank Accounts and Cash Funds		• Letter from bank manager stating interest earned; or • Bank statements showing last twelve (12) months of interest; or
		• Most recent Federal income tax return showing interest earned; or • Investment statements indicating the amount of dividends earned.
Rental Property Income		<i>(At least two (2) from the following:)</i> • Copy of property rental agreement signed by current tenant showing monthly rent; or • Copy of recent rent check; or • Copy of applicant's income tax return declaring earned rental income (not older than one year); or • Rent receipt book.
Other Income not shown above- List Sources		• Attach documentation to support declaration.
AGENCY STAFF USE ONLY BELOW:		
Total Gross Monthly Income:		Comments:
Total Gross Annual Income:		Comments:
Income Qualified?:	Yes No ☐ ☐	Comments:

ATTACHMENT D – PROJECT UNDERWRITING FORM

ATTACHMENT E – JOB CREATION/RETENTION CERTIFICATION FORM

This is a confidential form to be used for reporting job creation and retention for monitoring purposes only for the City of South El Monte, Community Development Division. Complete one (1) form for each job created or retained.

EMPLOYEE SECTION: To be completed by the employee.

Employee Name: _____

Position Title: _____

Street Address: _____

City, State & Zip: _____

Telephone #: _____

Race/Ethnic Origin: Check one in each section.

Race (check <u>one</u> of the following 10 categories):	
American Indian or Alaska Native	Asian AND White
Asian	Black/African American AND White
Black or African American	American Indian/Alaskan Native AND Black/African-American
Native Hawaiian or Other Pacific Islander	Balance/ Other
White	American Indian or Alaskan Native AND White

Ethnicity: (Check One)	
Hispanic/Latino	
Not Hispanic/Latino	

Income Status: Find the size of your family on the grid below, then circle the income level in that row that applies to your family prior to your current employment.

2020 CDBG Income Guidelines – Circle the appropriate box:				
Family Size	Group 1_EL	Group 2_LI	Group 3_MI	
1 Person	\$0- \$23,700	\$23,701-\$39,450	\$39,451-\$63,100	
2 Person	\$0- \$27,050	\$27,051-\$45,050	\$45,051-\$72,100	
3 Person	\$0- \$30,450	\$30,451-\$50,700	\$50,701-\$81,100	
4 Person	\$0- \$33,800	\$33,801-\$56,300	\$56,301-\$90,100	
5 Person	\$0- \$36,550	\$36,551-\$60,850	\$60,851-\$97,350	

6 Person	\$0- \$39,250	\$39,251-\$65,350	\$65,351-\$104,550	
7 Person	\$0- \$41,950	\$41,951-\$69,850	\$69,851-\$111,750	
8 Person	\$0- \$44,650	\$44,651-\$74,350	\$74,351-\$118,950	

* Family Income levels are subject to change by HUD.

(Signature required for this form to be valid.)

Employee Signature Print Employee Name Date

EMPLOYER SECTION: To be completed by the employer.

Employer's Name: _____

Company Name: _____

Position Information:

This position is: a) ☐ a New Position a Retained/Existing Position b) ☐ Full Time Part Time

Position Title: _____ Employee Hire Date: _____ Start Date: _____

Number of Hours/Month: _____ Was the employee unemployed prior to hiring? ☐ Yes ☐ No

Job Category for this Position: Check One					
Official or Manager		Sales		Operative (Semi-Skilled)	
Professional		Office or Clerical		Laborer (unskilled)	
Technician		Craft Worker (Skilled)		Service Worker	

Mark and initial only for job retention: I certify that this position was ☐ threatened by layoff, out of area relocation or it was ☐ a vacant position that our business could not fill if it wasn't for Community Development Block Grant (CDBG) funded business assistance services. I hereby also certify that ☐ the job is held by a low or moderate income person, or ☐ it will be turned over within the following two years, and steps will be taken to ensure that the job will be filled by or made available to a low or moderate income person.
Initial: _____

Initial for job creation and retention: If this job is not held by a low or moderate income person, I certify that I took reasonable action to ensure that low to moderate income persons received first consideration for filling this position. I also certify that this job is reasonably expected to turn over to a low or moderate income person within two years.
Initial: _____

Signature of Company Representative _____ Date _____

ATTACHMENT F - MICROENTERPRISE SELF-CERTIFICATION FORM

COVID-19 Emergency Rental Assistance Household Income Self-Certification Form

INSTRUCTIONS: This is a written statement documenting the Annual Income, the number of beneficiary members in the family or household, and relevant characteristics of each member for the purposes of income determination.

To complete this statement, fill in the blank fields below using information from the attached Individual Annual Income Self-Certification Form complete and signed by EACH HOUSEHOLD MEMBER AGE 18 OR OLDER except fulltime students. The applicant Head of Household(s) must then sign this statement to certify that the information is complete and accurate and that source documentation will be provided upon request. Applicant:

Address:

City:

Telephone:

State:

Zip Code:

Household Member Income Information

Name:	Total Annual Income:	HH	CH	DIS	S≥18	<18	<15

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **S≥18** = Fulltime student age 18 or over; **<18** = Child under the age of 18 years; **<15** = Minor under the age of 15 years

Annual gross income (total of all members) = \$ _____

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the County of Los Angeles Emergency Rental Assistance Program Administrator.

HEAD OF HOUSEHOLD

Signature

Printed Name

Date

CO-HEAD OF HOUSEHOLD

Signature

Printed Name

Date

ATTACHMENT G – BUSINESS RECOVERY PLAN

Business Recovery Plan (Business Owner to provide)

J. Business Recovery Plan (Business Owner to provide)

K. Commercial Lease Agreement (Business Owner to provide)

W-9 (Business and Landlord)

ATTACHMENT H – COMMERCIAL LEASE AGREEMENT

(Business Owner to provide)

ATTACHMENT I – W-9s

(Business Owner and Landlord to provide)

W9 can be found at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



City Council Agenda Report

**Agenda
Item No.
9.b.**

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

APPROVED AS TO FORM: Anthony R. Taylor, City Attorney

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: 2020 FOURTH OF JULY FIREWORKS STAND PERMITS

SUMMARY: At its May 12, 2020 meeting, the City Council discussed the possibility of allowing for Fourth of July fireworks stands to operate during the COVID-19 pandemic and what measures the operators would be following to protect customers and operators. Five applications have been filed to operate during this Fourth of July season from June 28-July 4.

RECOMMENDATION: Staff recommends that the City Council consider and file a request to allow for five firework stands which applications have been received in conjunction with the Fourth of July 2020. The Planning Division reviewed the applications and find that they meet the intent of Chapter 8.08 of the South El Monte Municipal Code.

FISCAL IMPACT: The City will generate \$125 per application; \$100 of the application fee is a refundable deposit that will be retained until the booths are satisfactorily removed.

DISCUSSION: For the Fourth of July, 2020 commemoration, the City received five applications. All five of the applicants, have previously received approvals in the prior year. Below is the list of applicants for 2020:

1. Knights of Columbus #13011 (TNT)
2. Faith Tabernacle Men's Ministry (TNT)
3. South El Monte National Little League (TNT)
4. South El Monte High School Football (Phantom)
5. Bobby Salcedo Memorial Foundation (TNT)

For the 2020 Fourth of July celebration, fireworks may be sold and discharged between Sunday, June 28th, 2020, and Saturday, July 4th, 2020, inclusively.

Section 8.08.050 of the Municipal Code states the City Council has the authority to grant up to eight fireworks stand permits per year to qualified organizations. Upon review of the five applications, Staff has determined that all five applications meet the required standards, and therefore qualify to receive a permit.

With the advent of COVID-19, operations of retail businesses have been severely restricted to help cut down on physical interactions to help reduce the spread of the virus. Since fireworks sales require physical interaction between volunteers working the booths and the public purchasing fireworks, it is paramount that protocols be instituted to protect the volunteers and the public. Both TNT and Phantom have provided their protocols to be used by the operators of the booths to keep everyone safe. Safety is the City's top priority and the operations of the fireworks stands under these safety protocols should help keep the public safe.

All additional information on this approval is on file with the Planning Division and may be viewed during operating hours.

Per Los County Order dated May 13, 2020, the new COVID-19 safety guidelines permit firework sales as long as retailers are able to conduct door-side pick-up and deliveries, with the exception of those shops located in indoor shopping centers and malls. Since many firework vendors sell products through walk-up trailers stationed in parking lots, etc., this falls within allowable retail services permitted under the Order.

Agenda Item Prepared By: Ian McAleese, Assistant Planner

ATTACHMENTS:

[Attachment A - 2020 Fireworks Map](#)

[Attachment B - 2019 Fireworks Map](#)

[Attachment C - Fireworks Stand Safety Procedures](#)

ATTACHMENT A

2020 Firework Stands Proposed Locations

1. Knights of Columbus #13011
1625 Santa Anita Ave
2. Faith Tabernacle Men's Ministries
2144 Tyler Ave
3. South El Monte National Little League
1533 Peck Rd
4. South El Monte High School Football
1858 Durfee Ave
5. Bobby Salcedo Memorial Foundation
1954 Durfee Ave

ATTACHMENT B

2019 Firework Stands Proposed Locations

Changes in Red

1. Knights of Columbus #13011
1625 Santa Anita Ave
2. Faith Tabernacle Men's Ministries
2144 Tyler Ave
3. South El Monte National Little League
1533 Peck Rd
4. Centro Cristiano Agape
1634 Tyler Ave
5. Bobby Salcedo Memorial Foundation
1954 Durfee Ave
6. South El Monte High School Football
1957 Durfee Ave
- 6a. South El Monte High School Football
2035 Durfee Ave
7. South El Monte Wrestling/TeamSAAS
1431 Central Ave

ATTACHMENT C



TNT understands these unprecedented times in So El Monte and throughout CA, and we want to share what has been done and plans for this 4th for July to meet some of the challenges ahead.

We experienced supply chain interruptions in November and December of 2019 due to the outbreak in China. Our factories resumed production in February 2020 and we will be adequately stocked to meet the needs of our customers throughout California.

We redesigned all of our April/May /June “TNT Universities” – typically gatherings of our Non Profit Groups who share a meal, instruction and fireworks show – and replaced them with virtual instruction beginning immediately after Memorial Day.

The property leases TNT negotiates to place the So El Monte NPG’s are signed and in place for this season.

Our area managers worked closely with City staff to navigate your city’s application process and insure submittals were complete and on time. We appreciate the effort to work with us.

Finally, provided for you with this letter is the TNT COVID19 plan we are implementing for each TNT nonprofit group that operates in 2020. It outlines the safe operation of each TNT fireworks stand during your city’s sales period with focus on managing volunteers and retail customers.

TNT celebrates it’s 100-year anniversary in 2020. We have been in the stay at home entertainment business for a long time. Families in So El Monte and California have been exceptional in fighting the war against COVID. Reports this week suggest we are on the back side and easing into life back to it’s new normal in our state and your city. The 4th of July will probably be the first 3-day weekend So El Monte and the Nation will enjoy together in 2020.

We believe that both state and local health officials will deem the state-approved fireworks fundraising stands operated by your community’s nonprofit organizations to qualify as Stage 2 nonessential retailers, particularly given the short duration they are open, the critical community programs they underwrite, that retail stands are the equivalent of “curbside delivery”, and the rather detailed physical distancing program we have put in place (see protocol attached hereto). TNT Fireworks’ physical distancing protocol is equal to or greater than those imposed on the retailers currently open and operating in your community

We believe that properly planned and executed, families will be able to purchase our products and gather in small groups at home to enjoy each other, some good food, our nation’s birthday and have some well-deserved fun.

If you have any questions or comments, please feel free to contact us.

Sincerely,

*Steve Bennett - (626) 607-4868
Area Manager - TNT Fireworks*

TNT FIREWORKS STAND PHYSICAL DISTANCING PROTOCOL

SIGNAGE

- Inside, out in front and on the outside of the stand informing the stand volunteers and customers that they should: avoid shopping at the stand if they have a cough or fever; maintain a minimum six-foot distance from one another; do not shake hands or engage in any unnecessary contact; and where required or requested wear a face covering while shopping at the stand.
- Post TNT's Physical Distancing Protocol at a reasonable, safe distance in all directions, wherever possible.

MEASURES TO PROTECT VOLUNTEERS IN STANDS

- All volunteers must be told they should not work in the stand if they are sick, have a cough or a fever.
- The volunteer in charge, at any given time, will be responsible for checking that volunteers are symptom free before starting their shift in the stand.
- All volunteers in the stand will attempt to maintain a six-foot separation.
- Disinfectants must be available for all volunteers at the beginning, during and at the conclusion of their shift.
- Hand sanitizer effective against COVID-19 is available to all volunteers and customers.

MEASURES TO PREVENT CROWD GATHERING

- Post volunteers outside the stand to make sure customers maintain their six-foot separations, use the Express Order station outside the stand rather than perusing product in the stand, and are complying with all local health restrictions, like face coverings, etc.
- Set up an Express Order line, where possible, that allows expedited transactions by people who have already decided what they want to buy.

MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART

- Placing signs outside the stand reminding people to be at least six feet apart, including when in line.
- Placing tape or other temporary markings or indicators at least six feet apart in each customer line area outside the stand with signs directing customers to use these to maintain distance.
- All volunteers have been instructed to maintain at least a six-foot distance from customers and each other, except volunteers may momentarily come closer when necessary to accept payment, order their fireworks, or as otherwise necessary.

MEASURES TO PREVENT UNNECESSARY CONTACT

- Provide and encourage customers to use contactless payment methods, or, if not feasible, have the volunteers sanitize the payment system regularly.
- Provide a special purchase line for seniors, first responders and health care workers, where possible.
- Instruct volunteers to wear disposable plastic gloves while in the stand and to change them frequently.

- Encourage volunteers to wear face coverings that cover the nose and mouth when in the stand. Where required by local mandate, require all volunteers to wear face covering when in the stand. Provide such face coverings to volunteers if needed.
- Set up and man an Express Order area outside the stand and at a distance from customers making their purchases at the stand, that, using a phone app and preprinted order forms, will assist a customer to complete a list of items he/she desires to purchase so when they are at the stand their interaction with the stand volunteers is minimized.

MEASURES TO INCREASE SANITIZATION

- Disinfecting wipes that are effective against COVID-19 are available in the stand.
- Hand sanitizer is available to the volunteers and the customers at the stand, at the Express Order area, and anywhere else inside the stand or immediately outside where people have direct interaction.
- Disinfecting all payment portals, pens, and styluses after each use.
- Disinfecting all high-contact surfaces frequently.
- Instruct volunteers to wear disposable plastic gloves while in the stand and to change them frequently.

You may contact the following person with any questions or comments about this Protocol:

CONTACT NAME:	STEVE BENNETT
CONTACT PHONE:	626-607-4868
EMAIL:	(bennetts@tntfireworks.com)

Phantom Fireworks Best Practices

Social Distancing & Sanitation

MEASURES TO PROTECT VOLUNTEERS IN STANDS

The volunteer in charge, at any given time, will be responsible for checking that volunteers are symptom free before starting their shift in the stand.

All volunteers in the stand will attempt to maintain a six-foot separation.

All volunteers in the stand should wear protective masks.
. Provide such face coverings to volunteers if needed.

Disinfectants must be available for all volunteers at the beginning, during and at the conclusion of their shift.

Disinfecting all payment portals, pens, and styluses after each use.

Disinfecting all high-contact surfaces frequently.

Disinfectants must be available for all customers outside of stand

DISPOSABLE FACE MASK

Ear loops, 175mm x 95mm, 3 ply



Additional Best Practices

Provide and encourage customers to use contactless payment methods, or, if not feasible, have the volunteers sanitize the payment system regularly.

Set up and staff an Express Order area outside the stand and at a distance from customers making their purchases at the stand that, using preprinted order forms, will assist a customer to complete a list of items he/she desires to purchase so when they are at the stand their interaction with the stand volunteers is minimized. Using the Express Order station outside the stand rather than perusing product in the stand.

THANK YOU!



Phantom Fireworks Best Practices

Social Distancing & Sanitation

SIGNAGE

Post both inside and outside Fireworks Booth informing for stand volunteers and customers that they need to maintain a minimum six-foot distance from one another.

Post both Physical Distancing posters at a reasonable, safe distance in all directions, wherever possible. Remind people to be at least six feet apart, including when in line.



MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART

Placing tape or other temporary markings or indicators at least six feet apart in each customer line area outside the stand with signs directing customers to use these to maintain distance.

Post volunteers outside the stand to make sure customers maintain their six-foot distance

All volunteers in the stand will attempt to maintain a six-foot separation

Volunteers may momentarily come closer when necessary to accept payment, or to hand product to the customer.



THANK YOU!





City Council Agenda Report

**Agenda
Item No.
9.c.**

DATE: May 26, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: FISCAL YEAR 2019-2020 FINANCIAL UPDATE

SUMMARY: A fiscal year financial update for 2019-2020 has been developed. This covers a historical perspective of the City's cash balances, composition of cash and investments, budget to actual summary of revenues and expenditures for the period ending April 30, 2020, and projections through fiscal year ending June 30, 2020. In addition, an update is being provided on the audit activity of the City's books.

RECOMMENDATION: Staff recommends that the City Council receive and file the report.

FISCAL IMPACT: There is no financial impact. This report is informational only as a status update on the City's fiscal year 2019-2020 financial performance.

DISCUSSION: On May 12, 2020 the City Council adopted Resolution No. 20-44 approving Citywide Financial Policies. This resolution approved twenty seven (27) policies that follow industry "Best Practices". These policies contribute to achieving sound government financial management. Following these policies, the presentation developed covers the budget to actual revenue and expenditures reporting. Also covered are the cash balances by major fund groupings and types of investments held. Finally, a status update on the external audits of the City's books has been provided. It is the plan moving forward to have quarterly budget to actual comparisons as part of Council briefings on financial activity along with a review of cash and investment balances. Other relevant topics will also be provided to ensure that matters having a financial impact to the City are covered.

ATTACHMENTS:

[Budget Review](#)

CITY OF SOUTH EL MONTE

Financial Update As of April 30, 2020

May 26, 2020

TABLE OF CONTENTS

- **Cash & Investment Balances**
- **Budget-to-Actual Summary**
- **Other Updates**

BANK CASH BALANCES

JUNE 30, 2018 – APRIL 30, 2020

(IN \$MILLIONS)

Description	General Fund's Bank Accounts	Special Revenue Funds' Bank Accounts	Total Cash in Bank Accounts
6/30/18 Balances	\$9.5	\$0.1	\$9.6
Increase/(Decrease)	(0.1)	1.5	1.4
6/30/19 Balances	9.4	1.6	11.0
Increase/(Decrease)	(0.1)	1.9	1.8
4/30/20 Balances	\$9.3	\$3.5	\$12.8

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Note: City Accounts only reflected Successor Agency excluded

BANK BALANCES

JUNE 30, 2018 – APRIL 30, 2020

(IN \$MILLIONS)

Description	Cash & Checking	California Local Agency Investment Fund (LAIF)	Total Cash in Bank Accounts
6/30/18 \$	\$4.5	\$5.1	\$9.6
6/30/18 %	47%	53%	100%
Increase \$	1.3	0.1	1.4
6/30/19 \$	5.8	5.2	11.0
6/30/19 %	53%	47%	100%
Increase \$	1.7	0.1	1.8
4/30/20 \$	7.5	5.3	\$12.8
4/30/20 %	59%	41%	100%

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Note: City Accounts only reflected Successor Agency excluded

ALL CITY FUNDS FISCAL YEAR 2019-20

10 MONTHS ENDED APRIL 30, 2020

(IN \$MILLIONS)

Description	10 Months Budget	10 Months Actual	10 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
Revenues	\$23.5	\$11.4	\$(12.1)	\$28.3	\$17.6	\$(10.7)
Expenditures	24.0	13.0	11.0	28.8	17.0	11.8
Net	\$(0.5)	\$(1.6)	\$(1.1)	\$(0.5)	\$0.6	\$1.1

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REVENUES

(FINANCIAL STATEMENT GROUPING)

(IN \$ MILLIONS)

Description	10 Months Budget	10 Months Actual	10 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
Taxes	\$10.4	\$7.0	\$(3.4)	\$12.5	\$12.5	\$0.0
Licenses & Permits	0.9	1.3	0.4	1.1	1.5	0.4
Fines & Forfeitures	0.2	0.2	0.0	0.2	0.2	0.0
Use of Money & Property	0.1	0.0	(0.1)	0.1	0.0	(0.1)
Charges for Service	0.2	0.3	0.1	0.3	0.3	0.0
Special Assessments	0.3	0.3	0.0	0.4	0.3	(0.1)
Intergovernmental	7.5	1.9	(5.6)	9.0	2.3	(6.7)
Other Revenue	3.1	0.4	(3.1)	4.2	0.5	(3.7)
Net Transfer In	0.4	0.0	(0.4)	0.5	0.0	(0.5)
Total	\$23.5	\$11.4	\$(12.1)	\$28.3	\$17.6	\$(10.7)

Excludes Successor Agency activity

EXPENDITURES

(FINANCIAL STATEMENT GROUPING)

(IN \$MILLIONS)

Description	10 Months Budget	10 Months Actual	10 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
General Government	\$3.3	\$3.6	\$(0.3)	\$4.0	\$4.3	\$(0.3)
Public Safety	4.8	3.6	1.2	5.7	5.7	0.0
Community Development	1.0	1.0	0.0	1.2	1.2	0.0
Public Works / Utilities	3.2	2.4	0.8	3.9	2.9	1.0
Community Services	2.0	2.0	0.0	2.4	2.4	0.0
Capital Outlay	9.7	0.4	9.3	11.6	0.5	11.1
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Total	\$24.0	\$13.0	\$11.0	\$28.8	17.0	\$11.8

Excludes Successor Agency activity

OTHER ITEMS

- **External auditors update:**
 - **Fiscal Year 2019 audit has commenced with projected completion is August 2020**
 - **Fiscal Year 2020 audit projected to start in August 2020 and be complete by November 2020**
- **2021 fiscal year budget kick off in June 2020.**
 - **Two or Three sessions with City Council are expected.**
 - **Projected 2020 results**
 - **2021 budget requests**
 - **Cost savings measures**
 - **Revenue enhancements**



Successor Agency Agenda Report

**Agenda
Item No.
19.a.**

DATE: May 26, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks Agency Board approval of the Minutes of the April 28, 2020 meeting.

RECOMMENDATION: Staff recommends that the Agency Board approve the above referenced minutes.

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
APRIL 28, 2020 6:00 P.M.
COUNCIL CHAMBERS, 1415 N. SANTA ANITA
SOUTH EL MONTE, CA 91733**

CALL TO ORDER AND ROLL CALL

Chairperson Olmos called the meeting to order at 7:36 p.m.

PRESENT:Commissioners Acosta, Angel, Delgado, Olmos, and Retamoza.

Also Present: (General Counsel) Anthony R. Taylor, (Executive Director) Rachel Barbosa, (Secretary) Rose Juarez, (Public Works Director) Rene Salas, (Interim Finance Director) William Fox, (Deputy City Clerk) Paola Lara, and (Assistant Planner) Ian McAleese.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Teleconference Participation Was Utilized By All Board Members and General Counsel.

APPROVAL OF AGENDA

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to approve the agenda.

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

PUBLIC COMMENTS

Chairperson Olmos opened and closed public comment after determining there was no one wishing to speak.

CONSENT CALENDAR

a. MINUTES

Staff seeks Agency Board approval of the Minutes of the March 24, 2020 meeting.

A motion was made by Angel, seconded by Acosta and carried (5 - 0) to approve the Consent Calendar.

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.

NAYS:None.

EXECUTIVE DIRECTOR'S AGENDA None.

ADJOURNMENT

There being no further business coming before this body, Chairperson Olmos adjourned the meeting at 7:38 p.m.

Rose Juarez, Secretary

Gloria Olmos, Chairperson