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

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

CITY OF SOUTH EL MONTE

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

AGENDA

March 17, 2026, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

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

To participate during public comment via teleconference, see below:

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

LEVINE ACT DISCLOSURE

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

CONFLICT OF INTEREST

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. CALL TO ORDER AND ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Councilmember Larry Rodriguez

3. INVOCATION

Robert Yrigoyen, Parish Council President - Epiphany Catholic Church

4. PRESENTATIONS

4.a. Presentation of Certificates to the South El Monte High School Girls Varsity Soccer Team for their win at Mission Valley League.

4.b. Presentation of Certificates to South El Monte High School Students Henry Liem and Ailani Rodriguez for their selection as Quest Bridge Match Scholarship winners.

4.c. Presentation of Certificate of Recognition to the Iglesia Fuente De Vida for their 40th Anniversary in the City of South El Monte and events they have hosted for the community.

4.d. Presentation of Plaques for City of South El Monte Employees celebrating years of service to the City of South El Monte.

4.e. Freewill.com Donor Program Overview for City Council Consideration.

4.f. Sheriff's Department Report for the Months of January and February 2026.

4.g. Code Enforcement and Parking Enforcement Report for the Months of January and February 2026.

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

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR - CITY COUNCIL

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

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 17, 2026

Staff is requesting approval of Minutes for the February 17, 2026, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 17, 2026, Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-016, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 26, THROUGH MARCH 11, 2026

Authorizing payment of City expenditures for the period of February 26, 2026, through March 11, 2026, totaling $3,023,211.59.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-016, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-017, APPROVING AGREEMENT WITH VET CARE FOR VACCINATION SERVICES

Staff is requesting that the City Council approve an agreement by and between Vet Care for low-cost dog and cat vaccination clinics at the South El Monte Community Center.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 26-017, approving the agreement with Vet Care for low-cost vaccination services for three years from March 17, 2026 through March 17, 2029; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-018, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAUCE CREATIVE SERVICES FOR NEWSLETTER PUBLISHING SERVICES

The City of South El Monte publishes a monthly newsletter, the South El Monte News, to inform residents and businesses of upcoming programs, events, services, projects, and policies of city government. The City currently contracts with The Sauce Creative Services for newsletter publishing services.

Consent Calendar Item 7.d. (Recommendation) next page.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 26-018, approving Amendment No. 2 to the current agreement with The Sauce Creative Services; and
2. Authorize the City Manager or designee to execute the agreement.

8. CONSENT CALENDAR - SUCCESSOR AGENCY

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

8.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR FEBRUARY 17, 2026

Staff is requesting approval of the Minutes of the February 17, 2026, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the February 17, 2026, Successor Agency Meeting.

9. PUBLIC HEARINGS - None

10. GENERAL BUSINESS

10.a. CONSIDERATION AND APPROVAL OF A REAL ESTATE INVESTMENT FUND (REIF) AND MANAGEMENT PLAN

The Real Estate Investment Fund (REIF) strategic framework prioritizes "Community Activation Use," focusing on the acquisition and improvement of distressed or underutilized parcels to create community hubs and attract investment. By utilizing debt financing and a "Net Cost" accounting model, the City can leverage this initial investment through financing to build a diversified portfolio of revenue-generating and civic assets while ensuring long-term property appreciation and tax-based growth. City staff proposes that the REIF be seeded with five million dollars ($5,000,000) transferred from the General Fund balance reserves and managed internally with City Council approving acquisitions, sales, and major expenses with semi-annual reports on progress maintaining transparency, accountability, and alignment with community priorities.

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

1. Real Estate Investment Fund (REIF) Management Plan; and
2. Establishment of the Real Estate Investment Fund (REIF) seeded with $5 million transferred from the General Fund balance reserves.

General Business Items 10.b. and 10.c. next page.

GENERAL BUSINESS (CONTINUED)

10.b. ALLOCATION OF ADDITIONAL FUNDING FOR THE CITY'S ELDERLY NUTRITION PROGRAM

The City's Elderly Nutrition Program provides essential congregate and home-delivered meals to residents aged 60 and older. Due to a combination of rising food costs, increased participation, and a reduction in external grant reimbursements, current funding is projected to be exhausted before the end of the fiscal year. The request of $75,000 is necessary to maintain current service levels and avoid the implementation of a waitlist or reduction in meals served to the seniors.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the following two options:

1. Allocate additional funding in the amount of $75,000.00 from the General Fund to the Elderly Nutrition Program; or
2. Direct staff to reduce the number of meals served daily.

10.c. CONSIDERATION OF RESOLUTION NO. 26-019, APPROVING AMENDMENT 3 TO AGREEMENT WITH DUDEK FOR CONSULTING SERVICES FOR THE GENERAL PLAN - ENVIRONMENTAL IMPACT REPORT (EIR) FOR ARTS DISTRICT INDUSTRIAL WEST

A consultant is needed to prepare an Environmental Impact Report (EIR) for the Arts District Industrial West overlay. The City is currently engaged with DUDEK for the environmental review of several General Plan Elements including the Housing Element. While the primary deliverables by DUDEK have been completed, the contract remains open and active. Staff recommends utilizing this existing agreement to prepare the required Environmental Impact Report (EIR) for the Arts District Industrial West area for cost savings, demonstrated competence, streamlined process, technical continuity, and no net loss compliance.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-019, approving Amendment 3 (Attachment A) to the agreement with Dudek for consulting services for the General Plan - EIR for Arts District Industrial West, for an amount not to exceed $165,000.

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

10.d. CONSIDERATION OF RESOLUTION NO. 26-020, APPROVING AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR CONSULTING SERVICES FOR A ECONOMIC DEVELOPMENT STRATEGIES REPORT

A consultant is needed to prepare a economic development strategies report to prioritize key city economic development projects and strengthen the City's fiscal resilience. The City has previously engaged Tierra West Advisors (TWA) for economic development services, and the firm possesses unique institutional history and technical expertise regarding South El Monte's specific project needs. Staff recommends entering into this agreement to prepare the economic development strategies report to ensure cost savings, technical continuity, and a streamlined path toward project implementation.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-020, approving a professional services agreement with Tierra West Advisors, Inc. (TWA) to prepare a Economic Development Strategies Report in an amount not to exceed **$38,500**.

10.e. CONSIDERATION OF RESOLUTION NO. 26-021, APPROVING AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR CONSULTING SERVICES FOR ECONOMIC DEVELOPMENT OUTREACH

A consultant is needed to provide professional economic development outreach services to effectively communicate municipal initiatives, provide business site and incentive opportunities, and strengthen partnerships with businesses and investors. The City has previously engaged Tierra West Advisors (TWA) for economic development outreach, and the firm possesses unique institutional history and technical expertise regarding South El Monte's specific needs. Staff recommends entering into this agreement to ensure cost savings, technical continuity, and a streamlined path toward enhancing the City's economic engagement.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-021, approving a professional services agreement with Tierra West Advisors, Inc. (TWA) for Economic Development Outreach Services in an amount not to exceed $25,000.

10.f. APPOINTMENT OF ONE (1) ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONER

Appointment to be made of one (1) Advancement of Women and Girls Commissioner.

RECOMMENDED ACTION: Staff recommends City Council consider appointing one (1) individual seeking appointment to the Advancement of Women and Girls Commission for a one-year term ending January 31, 2027.

General Business Item 10.g. next page.

GENERAL BUSINESS (CONTINUED)

10.g. APPOINTMENT OF ONE (1) PATRIOTIC COMMISSIONER

Appointment to be made of one (1) Patriotic Commissioner.

RECOMMENDED ACTION: Staff recommends City Council consider appointing one (1) individual seeking appointment to the Patriotic Commission for a one-year term ending January 31, 2027.

11. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

12. CORRESPONDENCE

12.a. LETTER FROM THE MONTEBELLO BREWERS CORPORATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2026

The Montebello Brewers Baseball Corporation ("Brewers") is requesting a facility fee waiver for the use of Dean L. Shively Park and New Temple Park fields to host their 2026 season practices and games. In addition, the Brewers are requesting approval to host two baseball tournaments.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider:

1. The facility fee waiver request for the use of Shively and New Temple Park fields in the estimated amount of $64,225.00; and
2. The Brewers request to host two baseball tournaments.

12.b. LETTER FROM EPIPHANY CATHOLIC CHURCH REQUESTING A FEE WAIVER FOR A TEMPORARY USE PERMIT AND CITY STAFF TIME FOR THEIR 2026 SILENT MARCH

Epiphany Church is requesting a fee waiver for a Temporary Use Permit (TUP) and for City staff time dedicated to public safety support during its 2026 Silent March procession, scheduled for Friday, April 3rd, 2026.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider approving the fee waiver request submitted by Epiphany Catholic Church, totaling $1,441.68.

Correspondence Item 12.c. next page.

GENERAL BUSINESS (CONTINUED)

12.c. LETTER FROM SOUTH EL MONTE HIGH SCHOOL GIRLS BASKETBALL PROGRAM REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER AMPHITHEATER AND ALL THE FEES ASSOCIATED WITH THE RESERVATION

The South El Monte High School Girls Basketball Program ("SEMHS Girls Basketball") is requesting a facility fee waiver for the use of the South El Monte Community Center Amphitheater to host their end of the season banquet. In addition, SEMHS Girls Basketball is requesting that the City Council consider waiving all the fees associated with the reservation.

RECOMMENDED ACTION: Staff recommends that the City Council discuss and consider:

1. The requested facility fee waiver for the use of the Community Center Amphitheater in the amount of $375.00; and
2. The request to waive the non-waived fees associated with the reservation in the amount of $927.50.

13. COUNCILMEMBERS' AGENDA

13.a. MAYOR GLORIA OLMOS

1. Follow up on last year's and this year's financials for ERA with a request stating that if they cannot produce financials, they will pay back the City $55,000 that was gifted to them. As a non-profit, it should be a public record; there is no record of it.

13.b. COUNCILEMBER MANUEL ACOSTA

1. Usage of the Pylon Sign Adjacent to Santa Anita Avenue and 60 Fwy

   Discussion/Action: The old Ramada hotel was built in 1991 that included a Pylon Sign adjacent to the 60 fwy. Was the Pylon Sign built independently with its own CUP (Conditional-Use Permit)? If so, can this sign be used as an alternative to the pylon sign being planned for the new shopping plaza being built on Santa Anita Avenue?

2. Investigation Into Alleged Misconduct by City Councilmembers

   Discussion/Action: In the Public Comment session of the March 3rd meeting, several speakers mentioned incidents regarding councilmember misconduct. The City Council should consider investigating these allegations.

13.c. MAYOR PRO TEM RUDY BOJORQUEZ

1. Discussion/Action to open an investigation on public comments made at the last City Council meeting that Rustic and Chic was bribing council members since 2023 to extend their CUP.

14. CLOSED SESSION - None

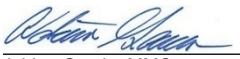
15. ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY MEETING

NEXT REGULAR CITY COUNCIL MEETING:

Tuesday, April 7, 2026, at 6:00 p.m.

CERTIFICATION

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this March 12, 2026, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org.



Adrian Garcia, MMC

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: Presentation of Certificates to the South El Monte High School Girls Varsity Soccer Team for their win at Mission Valley League.

SUMMARY: Certificates of Recognition to South El Monte High School Students Henry Liem and Ailani Rodriguez, for their selection as recipients of the Quest Bridge Match Scholarships.

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: Presentation of Certificates to South El Monte High School Students Henry Liem and Ailani Rodriguez for their selection as Quest Bridge Match Scholarship winners.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 4.c.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: Presentation of Certificate of Recognition to the Iglesia Fuente De Vida for their 40th Anniversary in the City of South El Monte and events they have hosted for the community.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: Presentation of Plaques for City of South El Monte Employees celebrating years of service to the City of South El Monte.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: Freewill.com Donor Program Overview for City Council Consideration.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. FreeWill.com (March 2026)

FreeWill

SOUTH EL MONTE
CALIFORNIA

March 2026

Our mission

Help nonprofits raise $1T



FreeWill is the largest provider of estate plans in the world, helping nonprofits secure more than **$13B** in committed and non-cash gifts to charities

1.5M+

Wills + Trusts Completed on FreeWill

$13B+

Total Bequest Sum

SOUTH EL MONTE CALIFORNIA

The FreeWill Platform

Charitable Giving Software

Smart Giving Suite

Gifts for today

- Donor-Advised Funds (DAFs)
- Stocks & Securities
- Qualified Charitable Distributions (QCDs)
- Crypto

Planned Giving Suite

Gifts for the future

- Wills & RLTs
- Beneficiary Designations
- Gift Intent Form
- Supplemental Estate Planning Tools

Featureships

Donor acquisition

- National or Regional Feature

Microsite

Donor education

- Planned Giving Microsite*

*Strategic Support not included

Strategic Support

Services

Customized outreach strategies and content

- Dedicated FreeWill Strategist
- Strategy Support
- Campaigns & Custom Content
- Trainings & Playbooks

Partner Portal

Tools to fundraise smarter

- Data & Analytics
- Marketing Library
- Learning Hub
- Donor Insights
- William AI Writing Tool



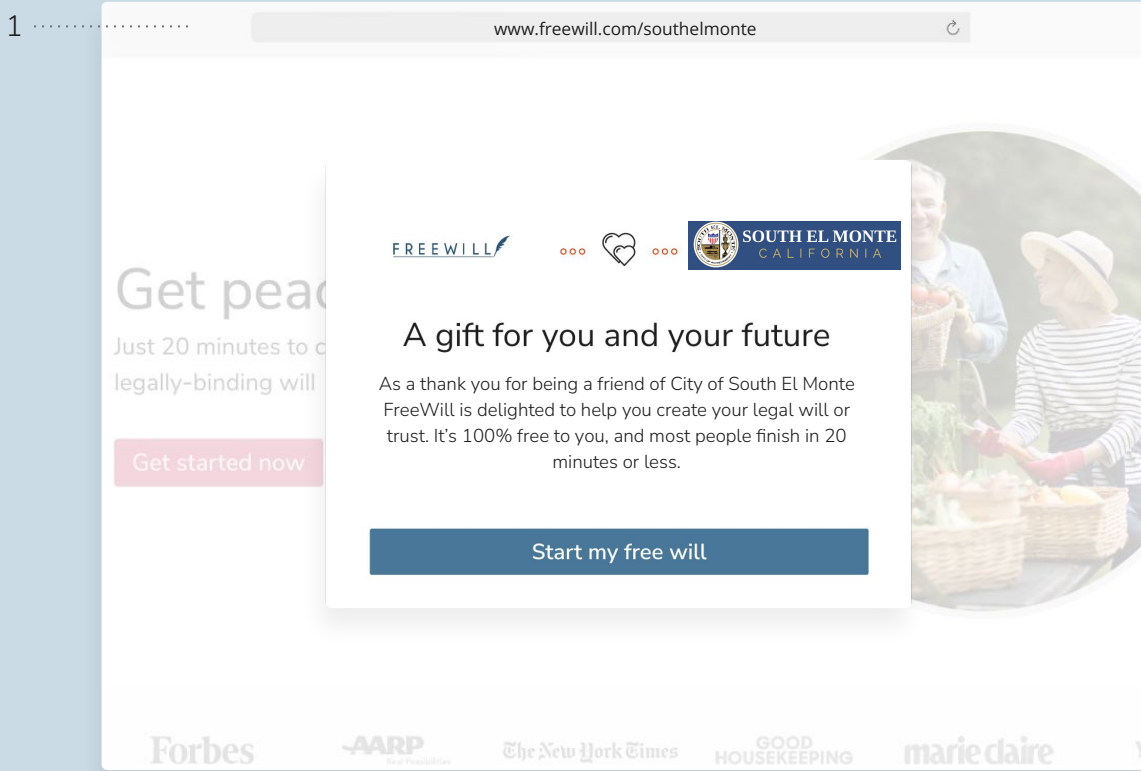
Simplify and scale legacy outreach with comprehensive, legally vetted tools

Estate planning tools for all of your supporters

- Will creation
- Beneficiary Designation
- Financial Power of Attorney
- Revocable Living Trust
- Advance Healthcare Directive

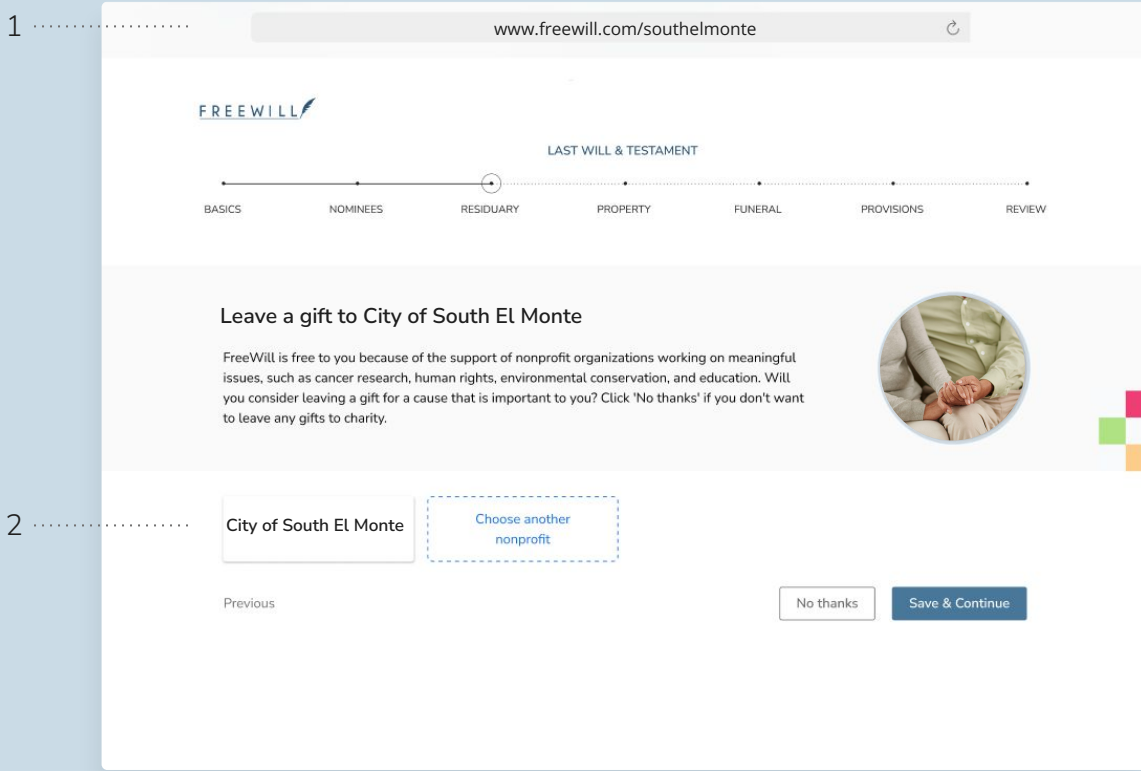
Bequests
Legacy Gifts

1. Get your own custom link **(www.freewill.com/southelmonte)**



Bequests
Legacy Gifts

1. Get your own custom link **(www.freewill.com/southelmonte)**
2. Get featured as a potential beneficiary whenever anyone begins making a will via your custom link



SOUTH EL MONTE CALIFORNIA



ROI & Pricing

Return on Investment on FreeWill's Planned Giving Suite

Below you can find ROI for similarly sized organizations:

- On average, our partners are generating **6 bequest commitments** in their first six months of FreeWill partnership, valued at an estimated **$300,000**
- On average, our partners are generating **12 bequest commitments** in their first year of FreeWill partnership, valued at an estimated **$650,000**

- The **average bequest size** on FreeWill is $46,000

SOUTH EL MONTE CALIFORNIA

2025 Pricing
City of South El Monte

Planned Giving Suite

$11,000 /year

TWO-YEAR AGREEMENT

Pricing Valid until March 31

Planned Giving Suite

$11,000 /year

- Legacy Gifts
- Estate Planning Tools
- Portal

FreeWill Services

INCLUDED

- Dedicated FreeWill strategists
- Custom strategy and communications
- Trainings
- Best practice playbooks
- Data insights with Portal

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Rene Salas, City Manager

SUBJECT: Sheriff's Department Report for the Months of January and February 2026.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

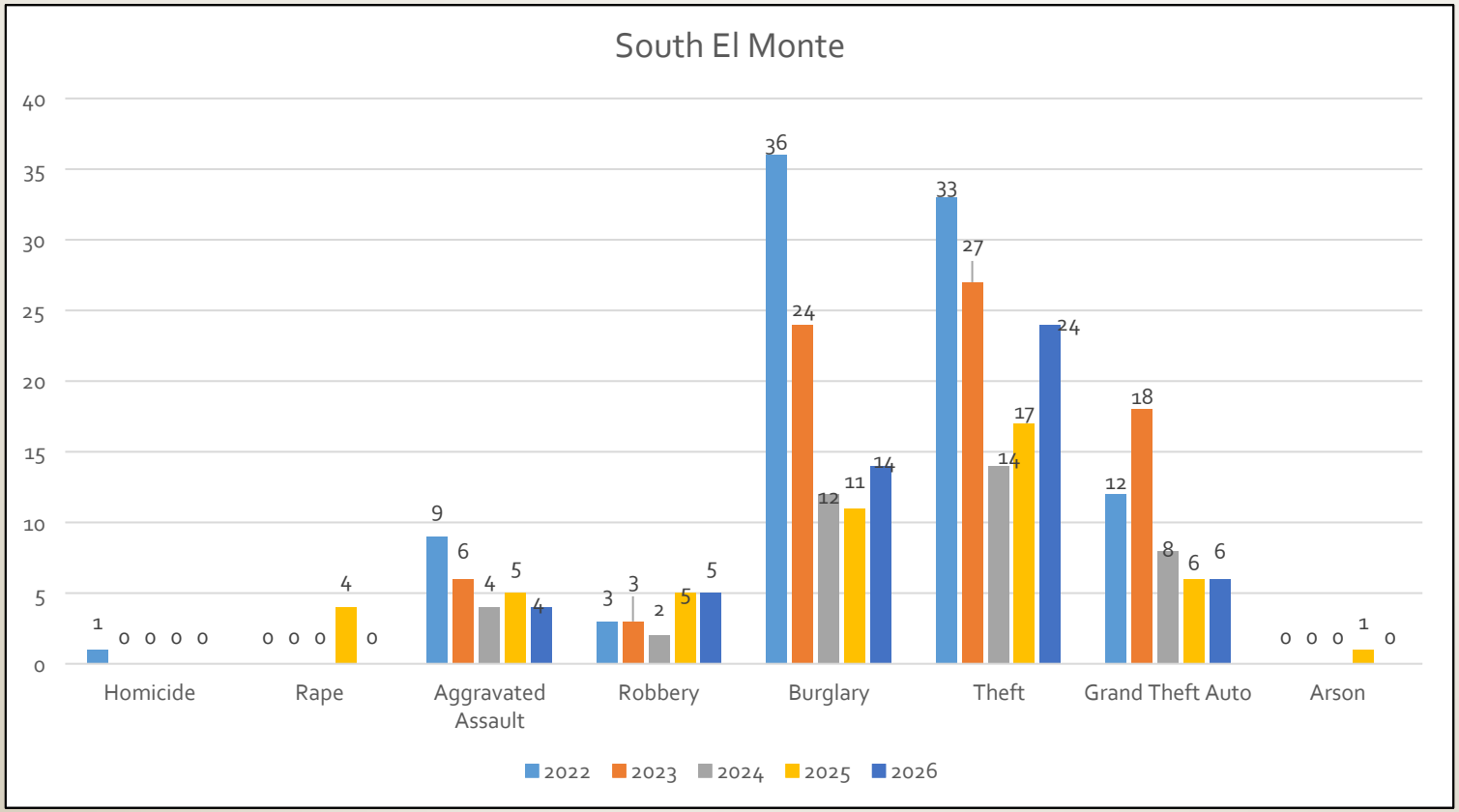
ATTACHMENT(S):

A. PowerPoint January 2026
B. PowerPoint February 2026

South El Monte
January 2026

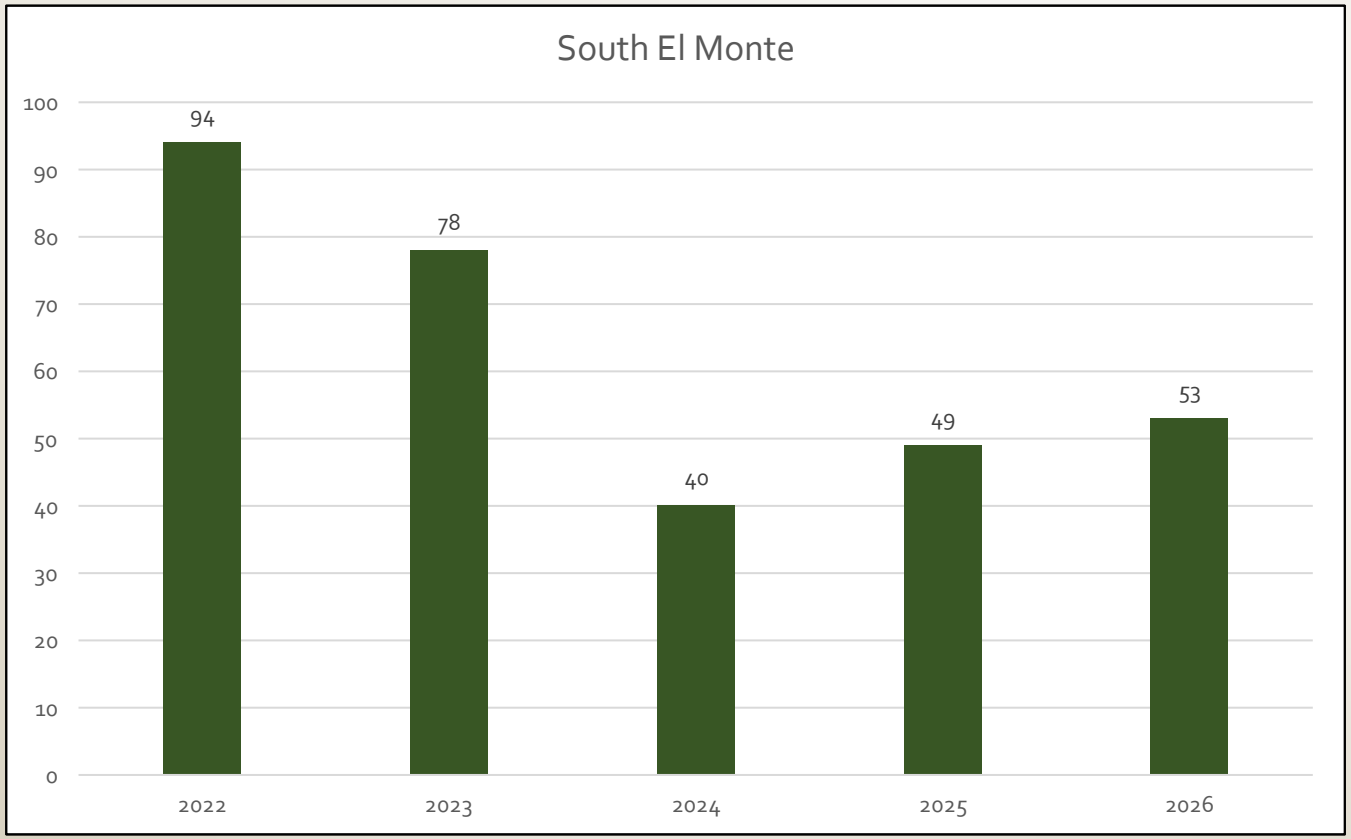
Crime Statistics

South El Monte
Part I Crime Statistics – January 2022-2026 YTD



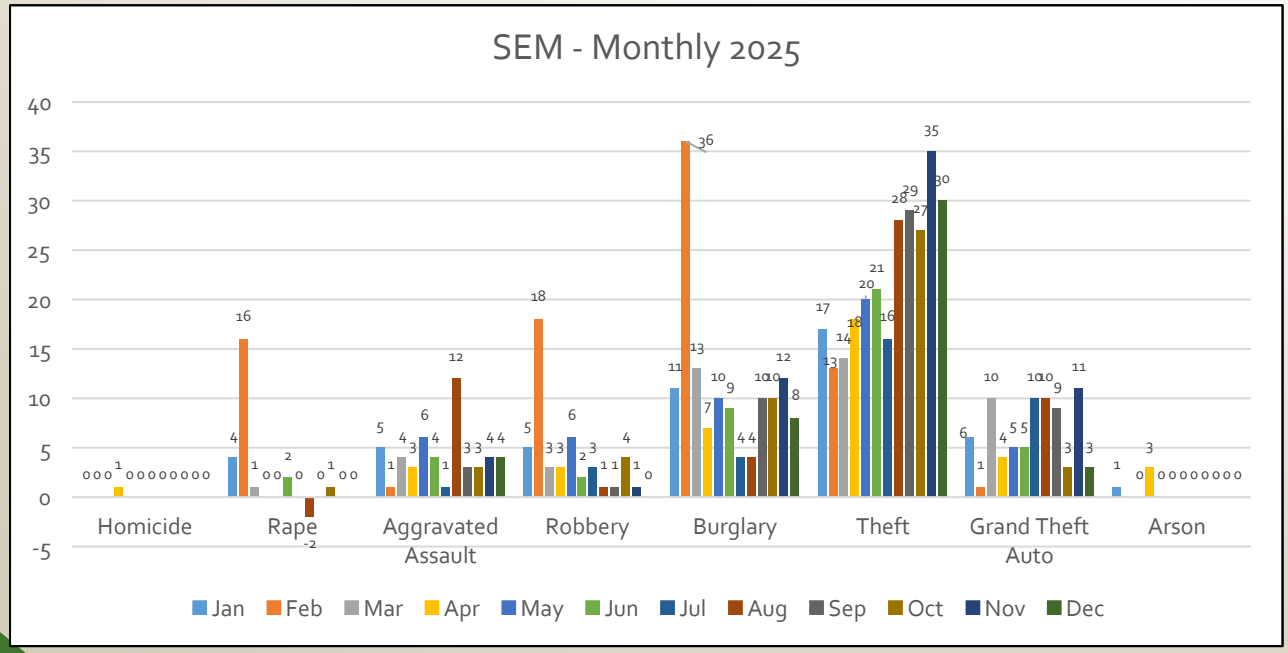
South El Monte	1 yr % change	4 yr % change
Homicide	NC	-100%
Rape	-100%	NC
Aggravated Assault	-20%	-56%
Robbery	0%	67%
Burglary	27%	-61%
Theft	41%	-27%
Grand Theft Auto	0%	-50%
Arson	-100%	NC
Total	8%	-44%

South El Monte
Part I Crime Statistics – January 2022-2026 YTD



South El Monte
Part I Crime Statistics – 2026 Monthly Breakdown & Arrests YTD

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0												0
Rape	0												0
Aggravated Assault	4												4
Robbery	5												5
Burglary	14												14
Theft	24												24
Grand Theft Auto	6												6
Arson	0												0
Total	53	0	0	0	0	0	0	0	0	0	0	0	53



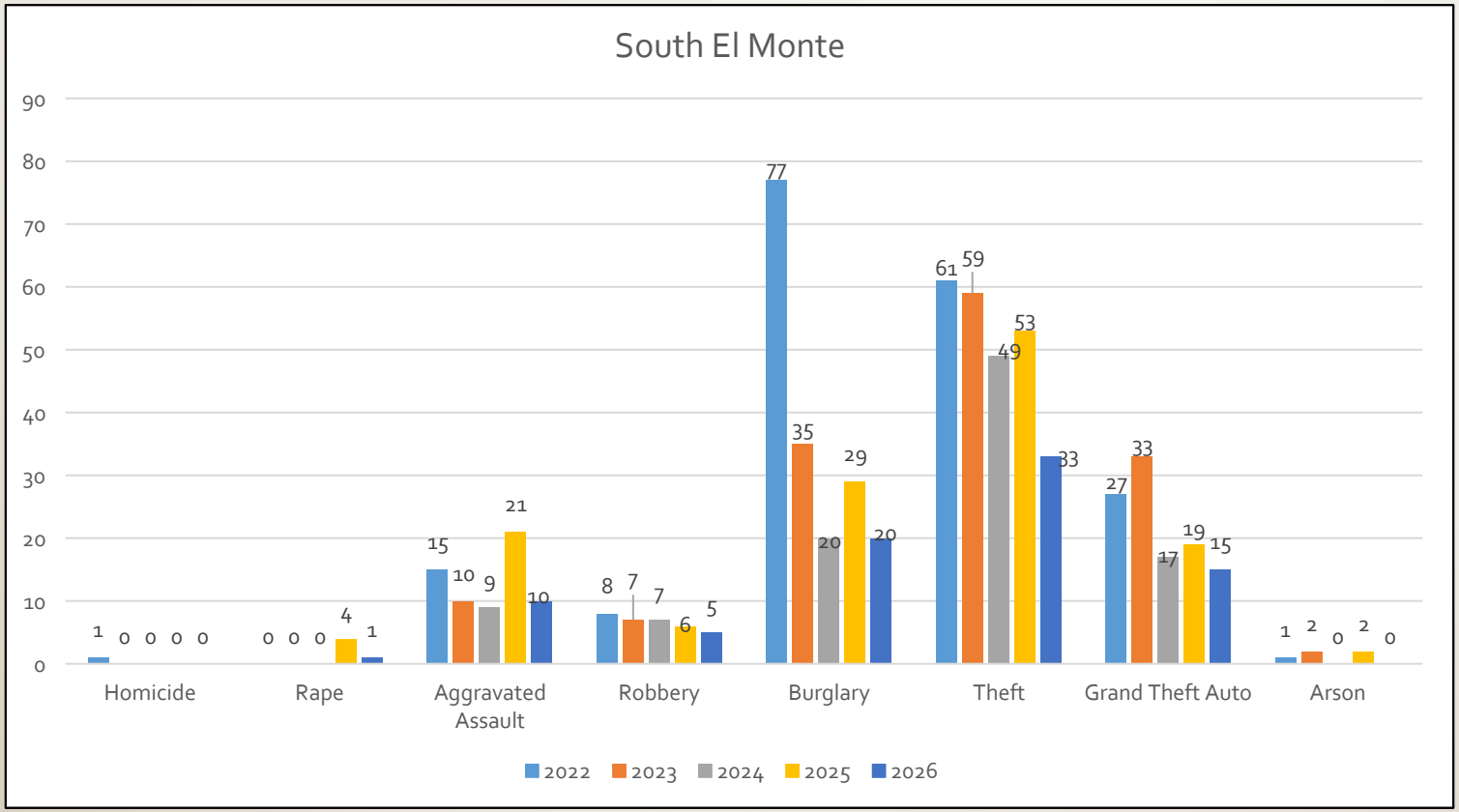
Arrests	
2025	57
2026	109

South El Monte	YTD
Res Burg	2
Other Burg	12
Petty Theft	5
Grand Theft	12
Theft from Vehicle	7

South El Monte
February 2026

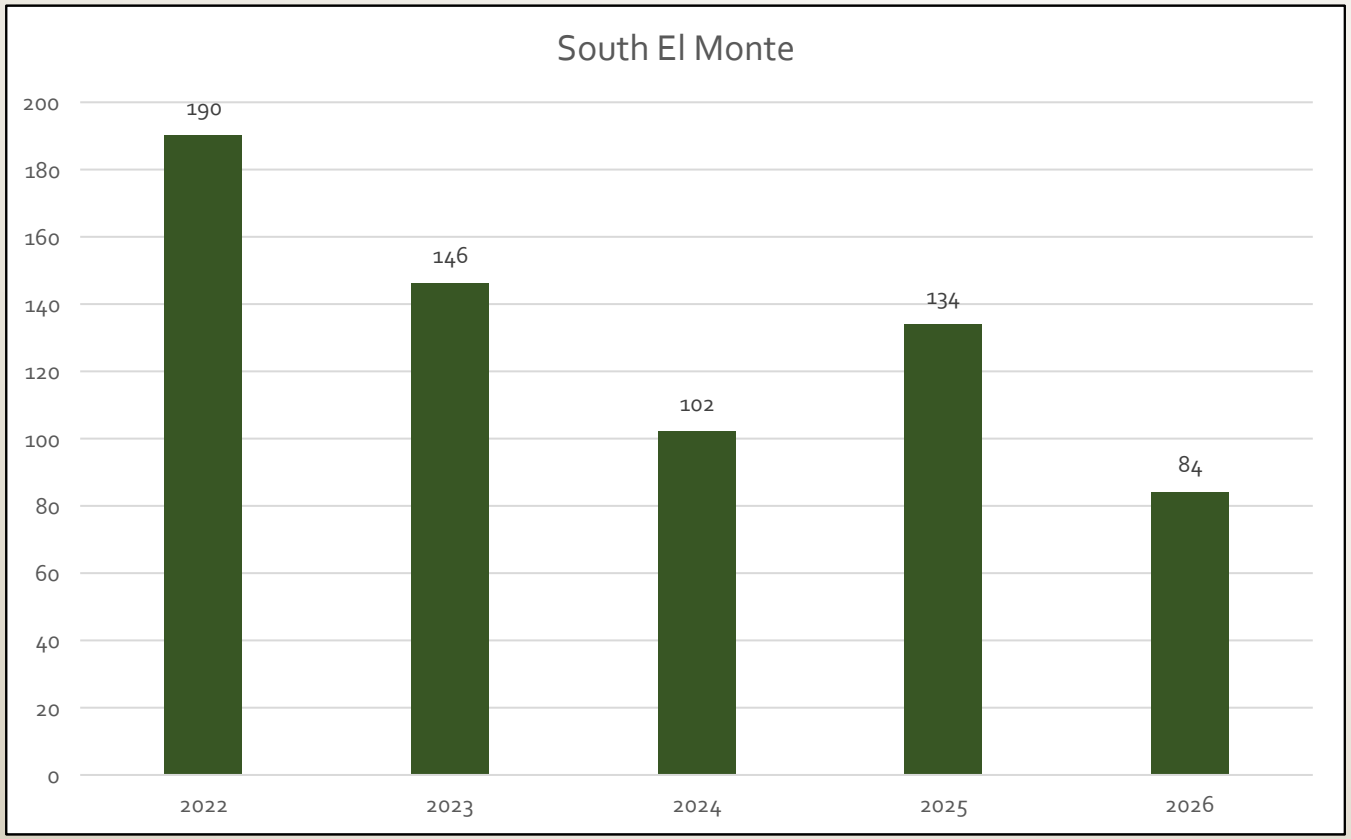
Crime Statistics

South El Monte
Part I Crime Statistics – February 2022-2026 YTD



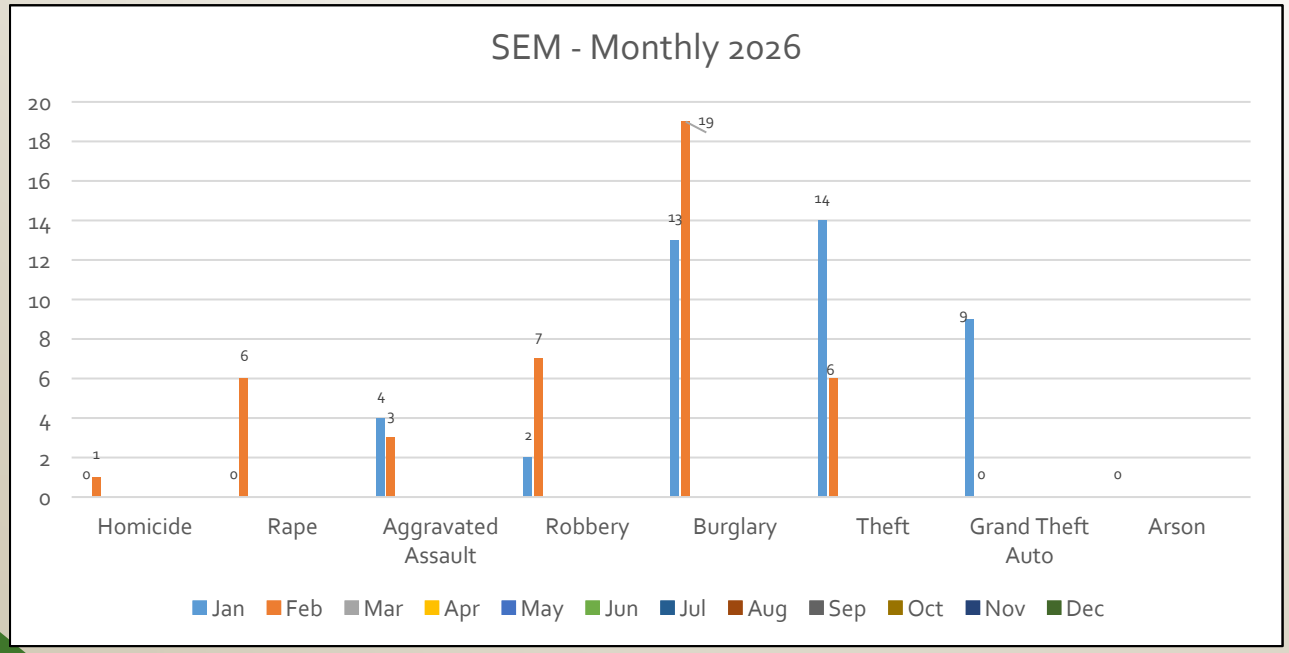
South El Monte	1 yr % change	4 yr % change
Homicide	NC	-100%
Rape	-75%	NC
Aggravated Assault	-52%	-33%
Robbery	-17%	-38%
Burglary	-31%	-74%
Theft	-38%	-46%
Grand Theft Auto	-21%	-44%
Arson	-100%	-100%
Total	-37%	-56%

South El Monte
Part I Crime Statistics – February 2022-2026 YTD



South El Monte
Part I Crime Statistics – 2026 Monthly Breakdown & Arrests YTD

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0											0
Rape	0	1											1
Aggravated Assault	4	6											10
Robbery	2	3											5
Burglary	13	7											20
Theft	14	19											33
Grand Theft Auto	9	6											15
Arson	0	0											0
Total	42	42	0	0	0	0	0	0	0	0	0	0	84



Arrests	
2025	112
2026	188

South El Monte	YTD
Res Burg	2
Other Burg	18
Petty Theft	15
Grand Theft	15
Theft from Vehicle	3

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: Code Enforcement and Parking Enforcement Report for the Months of January and February 2026.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. January and February 2026 PowerPoint

City of South El Monte

Code/Parking Enforcement Report

January/February 2026 Recap

Raul Rodriguez
Code Enforcement/Parking Enforcement Supervisor

Code Enforcement Cases

January - 127

Parking 23

Bulk 9

Illegal Dumping 9

Illegal Construction 11

Graffiti 14

Business 5

Property Maintenance 28

Homeless 17

Prohibited Animals 1

Public Nuisance 3

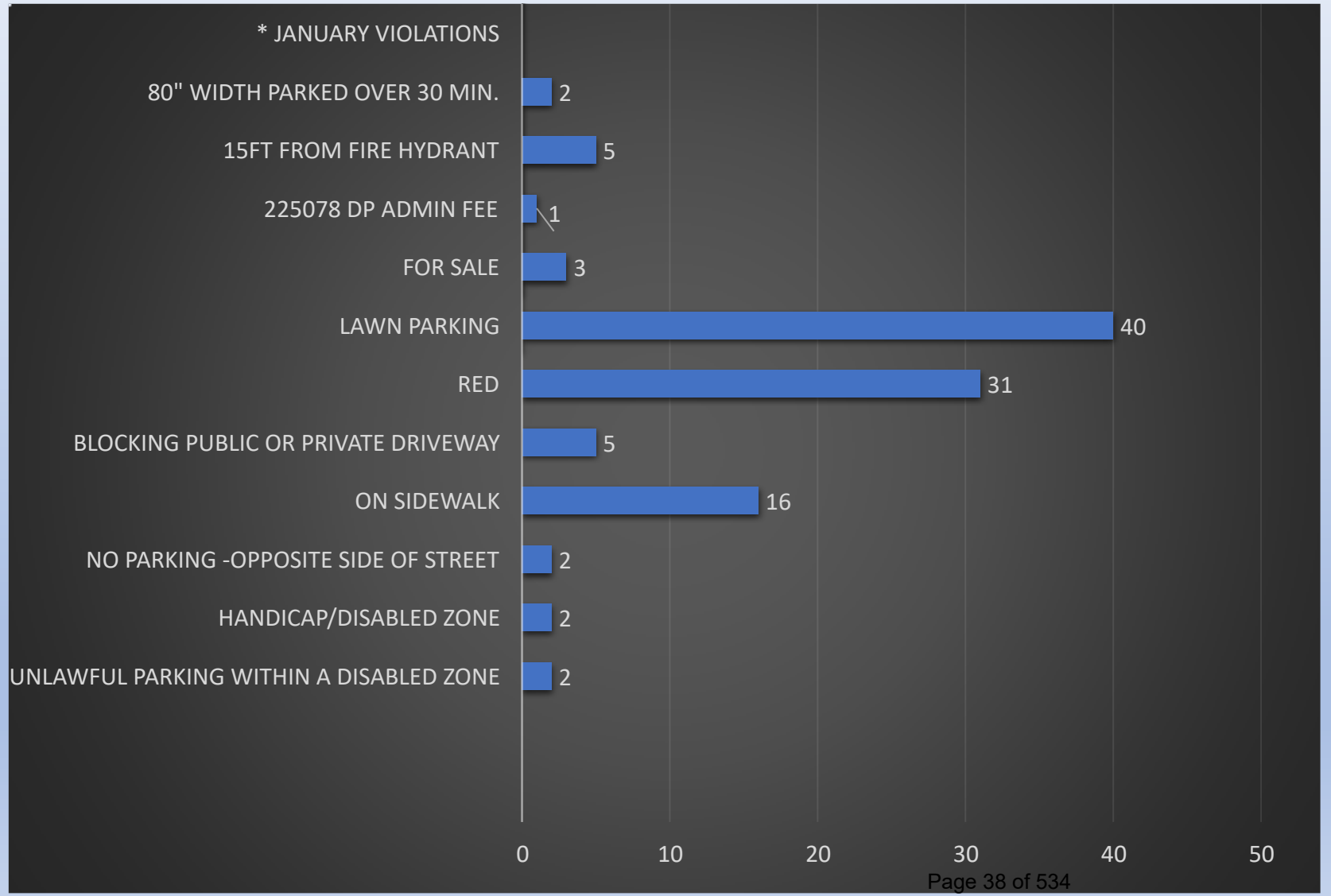
Streets and Sidewalk 3

Health and Safety 4

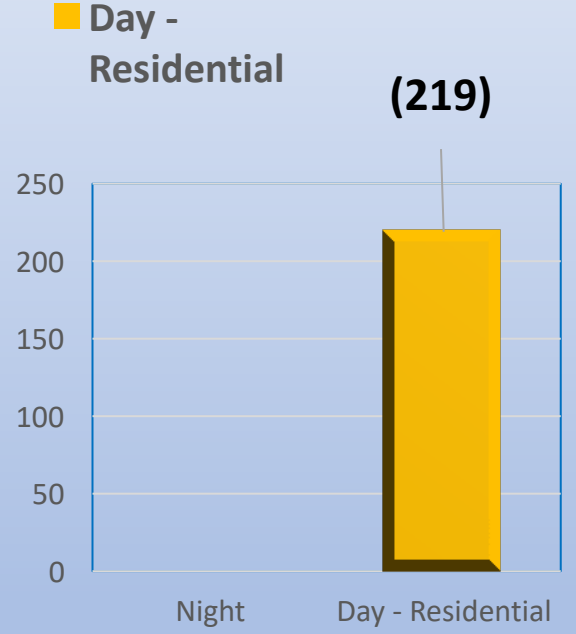


Parking Citations

January – 571 * Number of Citations issued differs from number of violations listed

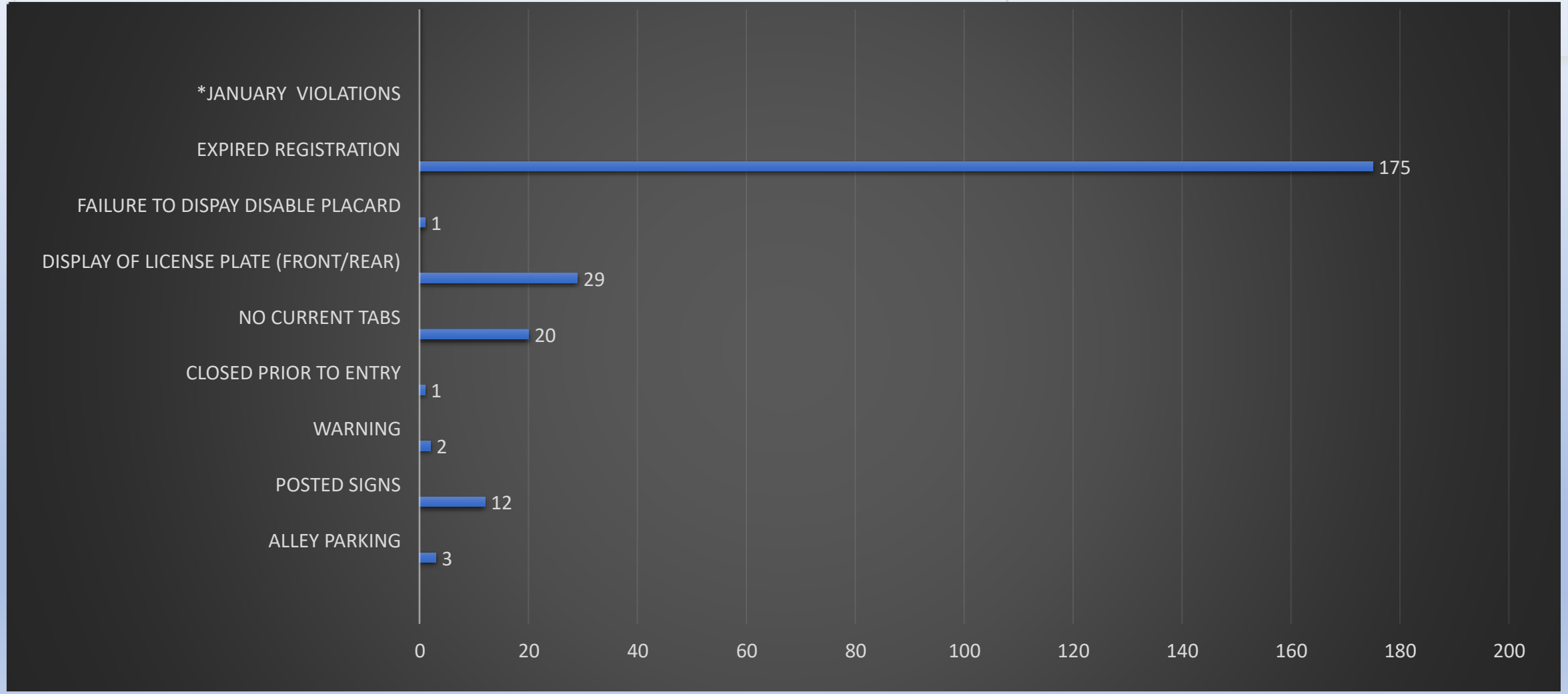


STREET SWEEPING – 219



Parking Citations

January Continued



Code Enforcement Cases

February - 110

Parking 20

Illegal Dumping 3

Construction 11

Graffiti 11

Property Maintenance 24

Homeless 25

Public Nuisance 1

Streets and Sidewalk 7

Business 4

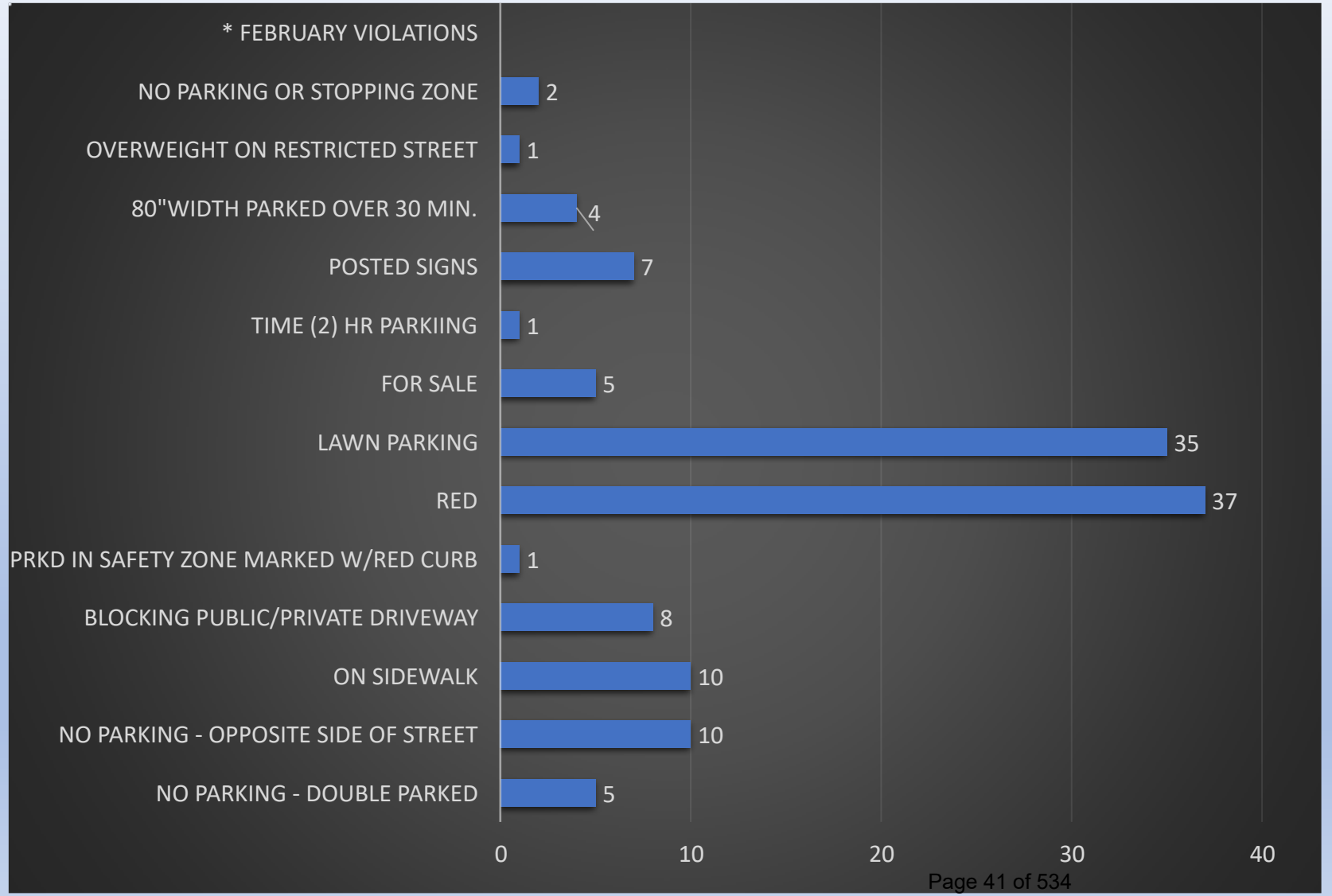
Bulk 4



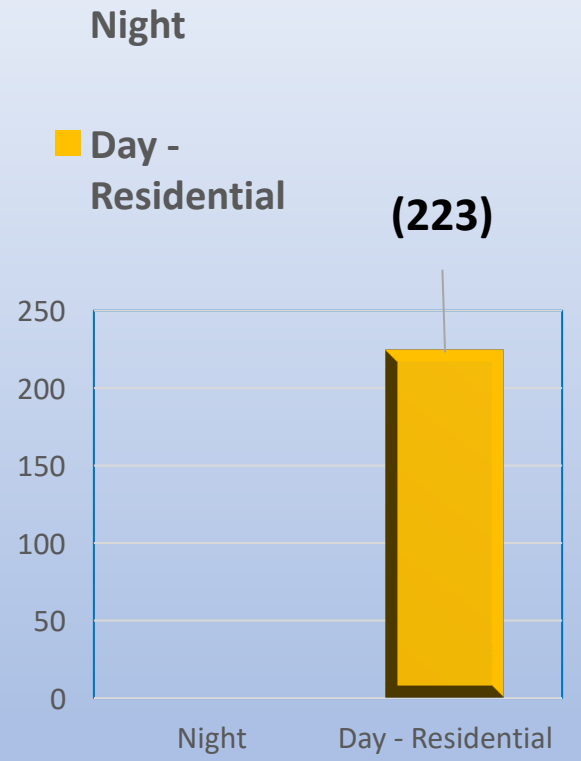
Parking Citations

February - 516

* Number of Citations issued differs from number of violations listed

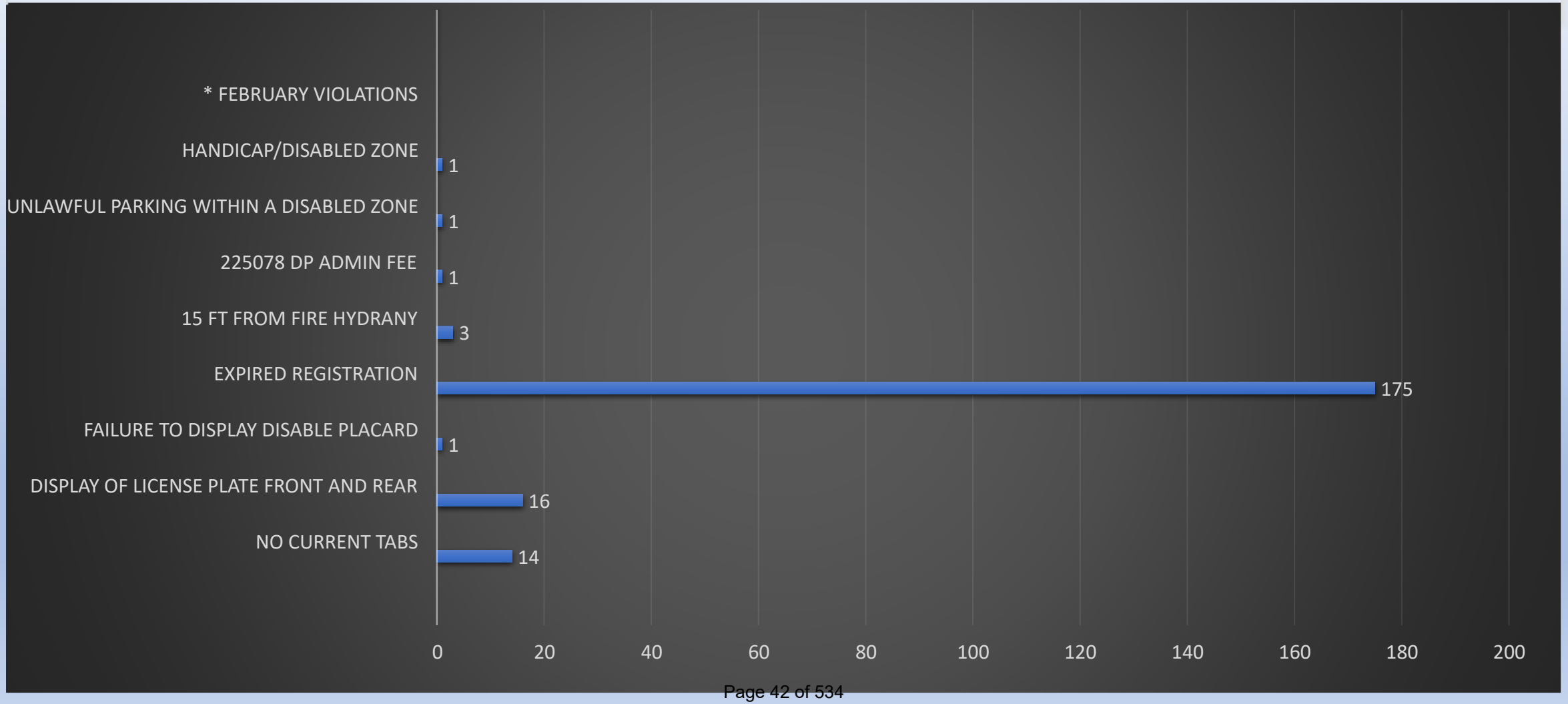


STREET SWEEPING – 223



Parking Citations

February Continued



Successor Agency Agenda Report
Agenda Item No. 7.a.

DATE: March 17, 2026

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 17, 2026

SUMMARY: Staff is requesting approval of Minutes for the February 17, 2026, Regular City Council Meeting.

RECOMMENDED ACTION: Staff is requesting approval of Minutes for the February 17, 2026, Regular City Council Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC and SA Minutes 2-17-26

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING MINUTES
Tuesday, February 17, 2026 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

PRESENT:	Councilmember/Board Member(s):	Acosta, Delgado, Rodriguez, Mayor Pro Tem/Vice Chair Bojorquez, and Mayor/Chair Olmos
ABSENT:	Councilmember/Board Member(s):	None

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

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

2. PLEDGE OF ALLEGIANCE – Councilmember Acosta led the Pledge of Allegiance.

3. INVOCATION – Robert Yrigoyen, Parish Council President, Epiphany Catholic Church, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented Certificates of Recognition to the Shively Dance Team for their 1st Place win at the Sharp Dance Competition.

4.b. Mayor and City Council presented Certificates of Recognition to the EM/SEM Jets Cheer teams for the 2nd and 3rd Place at the Las Vegas Cheer Competitions.

4.c. Mayor and City Council presented Certificates of Recognition to the Veterans of Foreign Wars Post 10218 for their participation in the City of South El Monte's Veterans Day Event.

4.d. Public Works Supervisor Figueroa presented the Public Works Department Quarterly Report.

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

Susie A. Altamirano, City Attorney, announced an update to the attachments for Agenda Item 10.m.

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

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

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

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Eduardo Saucedo spoke on opportunities to improve the City and Whittier Narrows for the FIFA World Cup 2026 and LA28 Olympics, the Kruse property as a boxing facility, the City needing an updated infrastructure and beautification plan, and hotel needs for the Olympic visitors.

2. Robert Yrigoyen, resident, spoke on fiscal responsibility, the process for organizations requesting financial aid from council, expressed concerns on Agenda Item 10.m., and expressed support for council working together.

3. Dr. Elizabeth Evans, Superintendent, Valle Lindo School District, invited council and community members to participate in National Read Across America Week being held March 2-6, 2026.

4. Marissa Castro-Salvati, Government Relations Manager, Southern California Edison, introduced herself as a returning representative for the region.

5. Amanda Rodarte-Contreras, Library Manager, South El Monte Library, announced a closure for staff development, and provided updates on upcoming library programs.

6. John Ventura, resident, expressed concerns on Agenda Item 10.h., expressed support for Leo Briones in regard to Agenda Item 13.a.3., and expressed concerns on Agenda Item 7.c.

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

Consent Calendar Agenda Item 7.c. was heard at this time.

7.c. ADOPTION OF ORDINANCE NO. 1287 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT 25-01 TO AMEND THE SOUTH EL MONTE MUNICIPAL CODE CHAPTER 17.09 AND CHAPTER 5.26 TO ALLOW COMMERCIAL CANNABIS OPERATIONS IN THE MANUFACTURING ZONE AND TO AMEND THE EXISTING REQUIRED BUFFER DISTANCES FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND MAINTAIN 1,000 FOOT BUFFERS FROM ALL OTHER SENSITIVE USES

Councilmember Acosta announced clarification on changes in the proposed ordinance compared to the existing ordinance.

Gerardo Marquez, Director of Community Development & Public Works, and Shelley Preisler, Associate Attorney, provided clarification that with these changes, the distance from sensitive use areas exceed 1,000 feet and keeps potential locations away from residential areas.

At 7:21 p.m., Mayor Olmos called for a recess.

At 7:25 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

Motion by Councilmember Acosta, seconded by Mayor Olmos, to not approve.

Substitute Motion by Councilmember Rodriguez, seconded by Councilmember Delgado, to waive the full reading and adopt Ordinance No. 1287, approving Planning Commission's recommendation and adopting Zone Text Amendment No. 25-01 to amend the South El Monte Municipal Code Chapter 17.09 to allow retailer commercial cannabis operations as a permitted use within the Manufacturing (M) zone, and to amend the South El Monte Municipal Code Chapter 5.26 to add the Manufacturing (M) zone as a permissible zone for retailer commercial cannabis operations and amend the existing required buffer distance of 1,000-foot buffer from all existing sensitive uses except for jurisdictional boundaries, the buffer of which will be 350 feet. Motion passed 3-2, by the following vote:

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

7. CONSENT CALENDAR – CITY COUNCIL

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

CONSENT CALENDAR (CONTINUED)

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

7.a. Approved the Minutes for the January 20, 2026, Regular City Council Meeting.

7.b. Adopted Resolution No. 26-007, authorizing payment of City expenditures for the period of January 29, 2026, through February 12, 2026, totaling $1,33,043.19.

7.c. *This item was heard prior to approval of the Consent Calendar.*

7.d. Waived the full reading and adopted Ordinance No. 1288, amending Chapter 5.26 of Title 5 of the South El Monte Municipal Code, thereby amending the City's cannabis regulations, in relation to application procedure and criteria, permitting and operational requirements, clarification changes, and other changes in order to align with legal developments and to improve the administration thereof.

7.e. Adopted Resolution No. 26-008, accepting the completion of the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive Project, authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, and released retention accordingly.

General Business Agenda Item 10.m. was heard at this time.

10.m. APPROVAL OF RESOLUTION NO. 26-011, AUTHORIZING THE FUNDING OF WATER MAIN EXTENSION ON SANTA ANITA AVENUE AND PAYMENT OF $510,000 TO SAN GABRIEL VALLEY WATER COMPANY AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING REIMBURSEMENT REQUIREMENTS FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE ("PROPERTY")

Mayor Olmos announced the item, and David De Vries, Director of Economic Development provided a report.

Discussion topics included project ownership, the City's standard practice in similar situations, compromising with splitting costs, generating future revenue despite current deficit if approved, infrastructure improvements, tax revenue generated from potentially six total tenants at the location, and the property being a City investment.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 26-011, authorizing the funding of water main extension on Santa Anita Avenue and payment of $510,000 to San Gabriel Valley Water Company and approving a Memorandum of Understanding (MOU) between the City and Santa Anita Commercial Group LLC establishing reimbursement requirements for the property located at 1127-1223 Santa Anita Avenue, and to authorize the City Manager or designee to negotiate and execute the MOU. Motion passed 4-1, by the following vote:

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

Correspondence Agenda Item 10.m. was heard at this time.

12.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS, MARY VAN DYKE PARK COMMUNITY ROOM, SENIOR CENTER DINING ROOM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF FIELD FENCES

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

Staff was directed to obtain financial disclosures from the organization and to bring back an item on adding this requirement from any organization requesting a fee waiver.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the facility reservation fee waiver request for the use of the New Temple Park fields, Senior Center Dining Room, and Mary Van Dyke Community Room for the estimated amount of $36,825.00, to waive the light fees in the estimated amount of $7,740.00, and to waive the associated labor cost incurred to install and remove four (4) fences at New Temple Park in the estimated amount of $4,700.00. Motion passed 5-0, by the following vote:

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

8. CONSENT CALENDAR – SUCCESSOR AGENCY

Motion by Vice Chair Bojorquez, seconded by Board Member Delgado, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

CONSENT CALENDAR – SUCCESSOR AGENCY (CONTINUED)

AYES:	Board Member(s):	Acosta, Delgado, Rodriguez, Vice Chair Bojorquez, and Chair Olmos
NAYS:	Board Member(s):	None
ABSENT:	Board Member(s):	None

8.a. Approved the Minutes for the January 20, 2026, Successor Agency Meeting.

8.b. Received and filed the ROPS 26-27.

9. PUBLIC HEARINGS – None

10. GENERAL BUSINESS

10.a. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1289, AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 OF CHAPTER 2.48 TO DECREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM SEVEN TO FIVE COMMISSIONERS

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to waive first reading and introduce Ordinance No. 1289, amending South El Monte's Municipal Code sections 2.48.020 of chapter 2.48 to decrease the number of commissioners on the Community Services Commission from seven to five commissioners. Motion passed 5-0, by the following vote:

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

10.b. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Advancement of Women and Girls Commission.

Councilmember Acosta **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Mayor Pro Tem Bojorquez **nominated** Evelyn Briones for re-appointment. Vote passed 5-0:

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

Councilmember Delgado **nominated** Cindy Flores for appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Cecilia Rosas for appointment. Vote passed 5-0:

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

Mayor Olmos **nominated** Sara Gaeta-Anguiano for re-appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Elizabeth Gutierrez for re-appointment. Vote passed 5-0:

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

Mayor Olmos read the names of those appointed and re-appointed to the Advancement of Women and Girls Commission: **Evelyn Briones** (re-appointed)**, Cindy Flores, Sara Gaeta-Anguiano** (re-appointed)**, Elizabeth Gutierrez** (re-appointed)**,** and **Cecilia Rosas**.

10.c. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Community Services Commission.

Councilmember Rodriguez **nominated** Robert Becerra for re-appointment. Vote passed 5-0:

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

Mayor Pro Tem Bojorquez **nominated** Gerardo Diaz for re-appointment. Vote passed 5-0:

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

Councilmember Delgado **nominated** Eric Velasquez for appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Hortencia Vasquez for re-appointment. Vote passed 5-0:

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

Mayor Olmos **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Councilmember Acosta **nominated** George Anguiano for re-appointment. Vote passed 5-0:

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

Mayor Olmos read the names of those appointed and re-appointed to the Community Services Commission: **George Anguiano** (re-appointed)**, Robert Becerra** (re-appointed)**, Gerardo Diaz** (re-appointed)**, Hortencia Vasquez** (re-appointed), and **Eric Velasquez.**

10.d. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PATRIOTIC COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Patriotic Commission and announced the passing of Blanca Figueroa who the meeting will be closed in honor of.

Mayor Pro Tem Bojorquez **nominated** Nydia Romero for re-appointment. Vote passed 5-0:

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

Councilmember Delgado **nominated** Naomi Lopez for re-appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Abraham Flores-Rojo for re-appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Victor Montiel for re-appointment. Vote passed 5-0:

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

Mayor Olmos **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Mayor Olmos **nominated** Deann Pinuelos for appointment. Vote passed 5-0:

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

Adrian Garcia, City Clerk, announced that Abraham Flores-Rojo withdrew his application due to work conflicts.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to open nominations and extend the application period for the Patriotic Commission for two weeks. Motion passed 3-2, by the following vote:

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

Mayor Olmos read the names of those appointed to the Patriotic Commission: **Naomi Lopez** (re-appointed)**, Victor Montiel** (re-appointed)**, Deann Pinuelos,** and **Nydia Romero** (re-appointed).

10.e. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PLANNING COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Planning Commission.

Councilmember Acosta **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Mayor Pro Tem Bojorquez **nominated** Jeff Ortiz for re-appointment. Vote passed 4-1:

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

Councilmember Rodriguez **nominated** Jacqueline Rubio for re-appointment. Vote passed 3-2:

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

Councilmember Delgado **nominated** Leo Barrera for re-appointment. Vote passed 5-0:

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

DRAFT

Mayor Olmos **nominated** Kenneth Tang for re-appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Gracie Retamoza for re-appointment. Vote passed 4-1:

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

Mayor Olmos read the names of those appointed to the Planning Commission: **Leonel Barrera** (re-appointed)**, Jeff Ortiz** (re-appointed)**, Gracie Retamoza** (re-appointed)**, Jacqueline Rubio** (re-appointed)**,** and **Kenneth Tang** (re-appointed)**.**

10.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-009, ADDING PROVISIONS FOR DENTAL AND VISION OPT-OUT BENEFITS

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to adopt Resolution No. 26-009, adding provisions for dental and vision opt-out benefits. Motion passed 5-0, by the following vote:

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

10.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-010, UPDATING THE PROVISIONS OF BASIC LIFE INSURANCE BENEFITS

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 26-010, updating the provisions of basic life insurance benefits. Motion passed 5-0, by the following vote:

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

10.h. DESIGN OF FREEWAY ORIENTED PYLON SIGN LOCATED AT 1223 SANTA ANITA AVENUE

Mayor Olmos announced the item, and David De Vries, Director of Economic Development, and Milton Solomon, Vice President, Architectural Design & Signs, provided a presentation.

Discussion topics included lower leg coverings being visible from a distance, benefits and disadvantages of the different height variations, revenue generating options from a reader board, Caltrans limitations on ads, reader board lighting potentially affecting local residents, and building material options.

Staff was directed to bring back revisions to Design Option A.

10.i. CONSIDERATION AND APPROVAL OF THE PROPOSED 2026 STATE OF THE CITY PROGRAM

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the proposed State of the City program. Motion passed 5-0, by the following vote:

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

10.j. CONSIDERATION AND APPROVAL OF COMMUNITY MURAL DESIGN FOR THE UPCOMING MAJOR SPORTING EVENTS

Mayor Olmos announced the item, and Ariana De La Cruz, Director of Community Development, provided a report.

Staff was directed to make revisions including moving the American flag above the other flags, adding skeet shooting to represent the Olympic event happening in the City, making the font of South larger than the font of El Monte, change the mountains depicted as the San Gabriel Valley mountains, and to look into other local events that will be occurring that could be added to the mural.

10.k. CONSIDERATION AND APPROVAL OF THE 2026 BAND PERFORMANCES FOR THE NIGHT MARKETS AND FOURTH OF JULY CELEBRATION

Mayor Olmos announced the item, and Ariana De La Cruz, Director of Community Development, provided a report.

Staff was directed to select Steel Rod, the Flashbax, and Pulp Vixen as alternative bands if the approved bands' availability changes.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the proposed 2026 Night Markets and Fourth of July Celebration band performances. Motion passed 5-0, by the following vote:

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

DRAFT

10.l. CONSIDERATION AND APPROVAL OF COMMUNITY MURAL DESIGN FOR THE CITY HALL ENTRY WALL WEST OF CENTRAL AVE

Mayor Olmos announced the item, and David De Vries, Director of Economic Development, provided a presentation.

Discussion topics included changing the colors of either theme #2 or #3, adding more of the local landmarks, making sure South is bigger than El Monte, adding the City logo, the mural being on the driveway and entrance side, and asking local companies if they would donate in exchange for their name included in the design.

10.m. APPROVAL OF RESOLUTION NO. 26-011, AUTHORIZING THE FUNDING OF WATER MAIN EXTENSION ON SANTA ANITA AVENUE AND PAYMENT OF $510,000 TO SAN GABRIEL VALLEY WATER COMPANY AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING REIMBURSEMENT REQUIREMENTS FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE ("PROPERTY")

This item was heard before General Business.

11. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Rodriguez announced he attended the following: the 693rd Quartermaster Company Deployment Ceremony.

Councilmember Delgado announced he had nothing to report.

Mayor Pro Tem Bojorquez announced he attended the following: the 693rd Quartermaster Company Deployment Ceremony, and the Senior Center Valentine Luncheon.

Councilmember Acosta announced he attended the following: the Temple Station Sheriff's Outreach Foundation Gala and Awards Ceremony.

Mayor Olmos announced she attended the following: the Senior Center Valentine Luncheon, and the Temple Station Sheriff's Outreach Foundation Gala and Awards Ceremony.

12. CORRESPONDENCE

12.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS, MARY VAN DYKE PARK COMMUNITY ROOM, SENIOR CENTER DINING ROOM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF FIELD FENCES

This item was heard before General Business.

13. COUNCILMEMBERS' AGENDA

13.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion/Action/Direction on funding for infrastructure projects that have the potential for our city to benefit.

Councilmember Delgado summarized his item and referenced action taken earlier in the meeting that will attract future development and retailers that are going to come to the City to bring in revenue.

2. Discussion/Action/Direction on supporting our South El Monte High School CSF program in the amount of $500.00.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to donate $500 to the South El Monte High School California Scholarship Federation program. Motion passed 5-0, by the following vote:

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

3. Discussion/Action/Direction on the Brewers Baseball application for waiver of fees.

Councilmember Delgado summarized his item and stated for the record, "This organization has provided a number of outstanding athletes who have attended South El Monte High School, but more importantly, outstanding young men, and I'd like us to see to continue to work with this organization."

Other discussion topics included all baseball organizations working collectively in figuring out a schedule, the status of the Brewers Baseball application, the Brewer's inquiry of total costs per month and per season, their value to the community, the application process and meeting criteria to protect residents, enforcing policy, the Brewers donations vs. field damage, prioritizing South El Monte teams and working around them first, other sports organizations that have regional players instead of City players (ex: AYSO), the Brewer's contributions to South El Monte High School CIF finalists, and requiring the financials for all sports teams to justify where all the waivers savings are going due to parents' complaints of high sign-up costs.

DRAFT

At 10:00 p.m., by consensus, Mayor and City Council extended the meeting.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to waive the light fees pending their application submission.

Substitute Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Rodriguez, to continue the item until an application is received to know what is being waived and to discuss if a waiver should be allowed. Substitute motion passed 3-2, by the following vote:

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

14. CLOSED SESSION

At 10:02 p.m., Mayor and City Council recessed into Closed Session.

14.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Pursuant to Government Code Sections 54956.9(d)(2): one matter

At 10:40 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 14.a., a report was provided, feedback was given, no reportable action.

15. ADJOURNMENT

There being no further business coming before this body, at 10:41 p.m., Mayor Olmos adjourned the meeting in Memory of Blanca Figueroa, former Mayor, and Billy Trujillo, a lifelong resident, to a Regular City Council Meeting on Tuesday, March 3, 2026, at 6:00 p.m.

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

_____ _____

Adrian Garcia, MMC, City Clerk Gloria Olmos, Mayor

DRAFT

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Masami Higa, Director of Finance

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-016, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 26, THROUGH MARCH 11, 2026

SUMMARY: Authorizing payment of City expenditures for the period of February 26, 2026, through March 11, 2026, totaling $3,023,211.59.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-016, authorizing payment of City expenditures.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Resolution No. 26-016
B. Attachment B

ATTACHMENT A

RESOLUTION NO. 26-016

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF FEBRUARY 26, 2026, THROUGH MARCH 11, 2026, TOTALING $3,023,211.59.

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

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

_____
Finance Director

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

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 25/26	Electronic Warrants	2/26/26-3/11/26	DFT0003419-3446	$204,310.97
FY 25/26	Regular Warrants	2/26/26-3/11/26	18093-18206	$2,615,129.12
Payroll	Direct Deposit	PPE: 3/5/26	12628-12752	$197,755.40
Payroll	Check	PPE: 3/5/26	2329-2335	$6,016.10

TOTAL EXPENDITURES RESOLUTION NO. 26-016 $3,023,211.59.

PASSED, APPROVED, AND ADOPTED this 17th day of March 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-016, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 17th day of March 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

South El Monte, CA

Warrant Register

City Council Meeting 3/17/26

Payable Dates 2/26/2026 - 3/11/2026

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1541.5215	ANDREW WING	18093	02/26/2026	Youth Basketball Officials Fee	140.00
01.0100.1040.5922	DIANNA GOMEZ	18095	02/26/2026	CONGRESSMAN GIFT GIL CISNEROS WASHINGTON DC VISIT	111.63
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	18096	02/26/2026	FEB-2026 BILLING PERIOD - ADMIN	1,541.00
01.0000.0000.2245	INTERNATIONAL BROTHERHOOD OF 986 TCWH	18096	02/26/2026	FEB-2026 BILLING PERIOD - MISC	594.00
01.0151.1541.5215	JATHSON RUIZ	18097	02/26/2026	Youth Basketball Officials Fee	140.00
01.0000.0000.2260	METROPOLITAN LIFE INSURANCE COMPANY	18098	02/26/2026	MARCH 2026 DENTAL	6,032.42
55.0495.4970.5996	MNS ENGINEERS, INC	18099	02/26/2026	July 01, 2025 - OCTOBER 31, 2025 - PROFF. SVCS.	44,741.25
01.0170.7020.5908	RAUL RODRIGUEZ	18100	02/26/2026	PER DIEM 2.5 DAYS RAUL R. PUBLIC SAFETY TRAINING	280.00
01.0151.1541.5215	RAYMOND FLORES	18101	02/26/2026	Youth Basketball Officials Fee	140.00
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	18103	02/26/2026	A. REYES #1108750875	8.15
01.0000.0000.2240	VONS CREDIT UNION	18104	02/26/2026	26-Feb	97.50
01.0000.0000.2224	STANDARD INSURANCE	18105	02/26/2026	MARCH - SUPPLEMENTAL LIFE AND AD&D	389.06
01.0000.0000.2225	STANDARD INSURANCE	18106	02/26/2026	MARCH - LIFE INSURANCE, AD&D AND ST DISABILITY	7,420.53
01.0151.1541.5215	ANDREW WING	18107	03/05/2026	Youth basketball officials fee	315.00
01.0150.1530.5910	BERTHA HERNANDEZ	18108	03/05/2026	CPRS CONFERENCE PER DIEM	488.00
01.0150.1540.5910	CRISTINA PARDO	18109	03/05/2026	CPRS CONFERENCE PER DIEM	488.00
01.0170.7020.5908	DANIEL PITONES	18110	03/05/2026	PER DIEM 2.5 DAYS - DANIEL PITONES PSA TRAINING	280.00
01.0151.1541.5215	JASON ROBERT WALKER	18111	03/05/2026	Youth basketball officials fee	140.00
01.0150.1540.5910	MAILIN AVILIA	18112	03/05/2026	CPRS CONFERENCE PER DIEM	488.00
01.0150.1530.5430	NORMA RODRIGUEZ ORTIZ	18113	03/05/2026	Folklorico Instructor /Dancing Lessons	280.00
01.0151.1541.5215	SAUL GUARDADO	18114	03/05/2026	Youth basketball officials fee	105.00
01.0151.1541.5430	STACIE GONZALEZ	18115	03/05/2026	Youth Basketball Championship game Supplies	200.00
01.0130.1330.5931	WCC TECHNOLOGIES GROUP	18116	03/05/2026	5 YR SOFTWARE LICENSE RENEWAL	24,303.24
01.0151.1541.5215	YASMANY JESUS REAL	18117	03/05/2026	Youth basketball officials fee	280.00
01.0140.1430.5910	DAVID DE VRIES	18118	03/09/2026	PER DIEM - DAVID DE VRIES NLC CONGRESS CITY CONF	392.00
01.0140.1410.5908	GRACIE H. RETAMOZA	18119	03/09/2026	PER DIEM - GRACIE R. PLANNING COMMISSIONER ACADEMY	280.00
01.0140.1410.5908	JACQUELINE RUBIO	18120	03/09/2026	PER DIEM - JACKIE R. PLANNING COMMISSIONER ACADEMY	280.00
68.0900.9000.5968	ONYX PAVING COMPANY INC.	18121	03/09/2026	DEC'25 CON/FY25/26 ST REHAB #644	1,600,381.03
68.0900.9000.5968	ONYX PAVING COMPANY INC.	18121	03/09/2026	DEC'25 CON/FY25/26 ST REHAB #644	(80,019.05)
01.0100.1010.5910	RUDY BOJORQUEZ	18122	03/09/2026	PER DIEM - NLC CONFERENCE	336.00
01.0100.1010.5914	CALIFORNIA CONTRACT CITIES ASSOC	18123	03/10/2026	FY 25/26 ANNUAL MEMBERSHIP DUES	4,700.00

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1543.5952	JULIA R. YOUNG	18124	03/10/2026	3.11.26 TOWNHALL MTG INTERPRETOR	594.20
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	18125	03/10/2026	A. REYES #1108750875	8.15
01.0151.1541.5430	ALLIANT INSURANCE SERVICES	18126	03/11/2026	Youth Basketball Championship Game Insurance	329.00
01.0130.1330.5931	AMOBIUS GROUP INC	18127	03/11/2026	PASSPORT SCHEDULING SOFTWARE	810.00
01.0151.1541.5430	ARIANA GUTIERREZ	18128	03/11/2026	Youth Basketball Banquet Supplies	240.00
44.0800.8010.5525	AUTOZONE	18129	03/11/2026	#13 & 38 WASHER FLUID	48.11
01.0170.1020.5515	BASE HILL, INC.	18130	03/11/2026	CHALL CARPET SHAMPOO	350.00
01.0170.1020.5515	BASE HILL, INC.	18130	03/11/2026	SCTR SPECIAL CLEAN UPS	480.00
01.0170.1020.5515	BASE HILL, INC.	18130	03/11/2026	FEB'26 JANITORIAL SVCS	8,335.00
39.0900.9000.5968	BRIDGEROCK CONSTRUCTION INC	18131	03/11/2026	JAN'26 RET RELEASE #637	17,187.45
68.0900.9000.6025	BRIDGEROCK CONSTRUCTION INC	18131	03/11/2026	JAN'26 RET RELEASE #252	11,458.30
15.0450.4510.6025	BRIDGEROCK CONSTRUCTION INC	18132	03/11/2026	MVD RESTROOM IMPROV	19,800.00
01.0100.1060.5943	BRIDGEROCK CONSTRUCTION INC	18133	03/11/2026	NTP Snack Bar Fire Rehabilitation	15,000.00
01.0151.1541.5430	BROTHERS AWARDS & TROPHIES	18134	03/11/2026	YOUTH BBALL TROPHIES	4,032.40
01.0151.1541.5499	BSN SPORTS LLC	18135	03/11/2026	T-Ball Equipment	644.57
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	18136	03/11/2026	JAN. '26 - BLDG OFFICIAL SVCS.	1,085.00
01.0160.1620.5520	BUTLER CHEMICALS, INC.	18137	03/11/2026	SCTR Cleaning Supplies for Dishwasher	293.79
01.0100.1030.5215	COLANTUONO, HIGHSMITH & WHATLEY, PC	18138	03/11/2026	FEB'26 CITY COUNCIL LEGAL SERVICES	6,795.00
68.0900.9000.5968	CR ASSOCIATES, INC.	18139	03/11/2026	Aug`25 Prof SVCS / MSP#140	1,942.50
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	18140	03/11/2026	ELEC SUPPS @ KRUSE	355.76
01.0151.1543.5430	DDC ELECTRIC SUPPLY, INC.	18140	03/11/2026	KRUSE ELEC SUPPS	1,020.68
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	18140	03/11/2026	ELEC SUPPS WORLD CUP	919.07
01.0151.1543.5430	DDC ELECTRIC SUPPLY, INC.	18140	03/11/2026	ELEC SUPPLIES @ KRUSE	291.66
01.0151.1543.5430	DDC ELECTRIC SUPPLY, INC.	18140	03/11/2026	WORLD CUP ELEC SUPPS	212.64
01.0151.1545.5430	DDC ELECTRIC SUPPLY, INC.	18140	03/11/2026	ELEC SUPPS WORL CUP	672.46
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	18141	03/11/2026	Congregate Program	287.52
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	18141	03/11/2026	Home Delivered Program	31.94
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	18142	03/11/2026	2/20 PEST CONTROL SCTR	325.00
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	18142	03/11/2026	2/26 PEST CONTROL YARD	160.43
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	18142	03/11/2026	2/26 PEST CONTROL CCTR	79.20
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	18142	03/11/2026	2/26 PEST CONTROL CHALL	222.56
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	18142	03/11/2026	2/26 PEST CONTROL SCTR	341.15
01.0140.1430.5406	EL MONTE PRINTING	18143	03/11/2026	DEPT. SUPPLIES	107.82
01.0170.7020.5406	EL MONTE PRINTING	18143	03/11/2026	DEPT. SUPPLIES	73.81
01.0130.1310.5215	EL MONTE PRINTING	18143	03/11/2026	FY24-25 FINANCIAL REPORT COPIES	1,162.88
01.0000.0000.2510	ENVIRONMENT PLANNING DEVELOPMENT SOLUTION	18144	03/11/2026	JAN. '26 - CEQA REVIEW DEPOSIT FORBES PROPERTY	3,635.27
37.0670.6720.5977	EWING IRRIGATION	18145	03/11/2026	MERCED GREENWAY IRR REPAIRS	362.58
01.0170.1750.5520	EWING IRRIGATION	18145	03/11/2026	THEINES GATEWAY IRR REPAIRS	74.17
01.0160.1650.5520	EWING IRRIGATION	18145	03/11/2026	NTP SNACKBAR/MAJOR FIELD IRR REPAIRS	179.70
01.0151.1542.5914	FRANCISCO GARCIA	18146	03/11/2026	USA BOXING MEMBERSHIP REINBURSMENT	97.00

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	18147	03/11/2026	BARRETO TRENCHER REPAIR	623.79
68.0900.9000.5968	GENTRY BROTHERS INC	18148	03/11/2026	CON RET RELEASE GRNWY#407	31,786.00
68.0900.9000.5968	GENTRY BROTHERS INC	18148	03/11/2026	CON RET RELEASE GRNWY#407	188,217.00
68.0900.9000.5968	GENTRY BROTHERS INC	18148	03/11/2026	CON RET RELEASE GRNWY#407	113,769.10
68.0900.9000.5968	GENTRY BROTHERS INC	18148	03/11/2026	CON RET RELEASE GRNWY#407	15,000.00
68.0900.9000.5968	GENTRY BROTHERS INC	18148	03/11/2026	CON RET RELEASE GRNWY#407	104,751.00
44.0800.8010.5525	GM BROTHERS	18149	03/11/2026	#6 NEW REAR TIRES	280.00
01.0100.1050.5215	GOVERNMENT STAFFING SERVICES, INC.	18150	03/11/2026	02/23/2026- 03/05/2026 MUNI TEMP SVCS/HR ANALYST	6,320.00
01.0140.1410.5204	GRACIE H. RETAMOZA	18151	03/11/2026	FEB. '26 - PC MEETING ATTENDANCE	150.00
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	18152	03/11/2026	NTP SNACK BAR KEYS	41.27
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	18152	03/11/2026	BACKBOARDS @ CCTR	31.18
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	18152	03/11/2026	KEYS NTP	56.32
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	18152	03/11/2026	REPAIR SUPPS CHALL	6.60
37.0670.6720.5977	GRANT'S TRUE VALUE HARDWARE	18152	03/11/2026	ST/RD SIGN SUPPS	29.81
37.0670.6720.5540	GRANT'S TRUE VALUE HARDWARE	18152	03/11/2026	SOLAR RADAR REPAIR	7.76
01.0170.1770.5525	HACKER EQUIPMENT CO., INC.	18153	03/11/2026	BOBCAT REPAIR	746.62
01.0160.1620.5520	HAJOCA CORPORATION	18154	03/11/2026	POTABLE WATER TANK AND WRENCH SCTR	183.19
01.0151.1543.5430	HAJOCA CORPORATION	18154	03/11/2026	WHOLE METAL SAW SET	82.88
01.0160.1640.5520	HASA INC.	18155	03/11/2026	POOL REPAIR SUPPS	1,355.82
01.0160.1640.5520	HASA INC.	18155	03/11/2026	BLACK TUBING FOR POOL	639.29
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	18156	03/11/2026	JULY-SEPT'25 TRANSACTION TAX	600.00
06.0300.3010.5215	HUNTINGTON CULINARY	18157	03/11/2026	Congregate Program	6,928.75
06.0300.3020.5215	HUNTINGTON CULINARY	18157	03/11/2026	Home Delivered Program	726.00
06.0300.3010.5215	HUNTINGTON CULINARY	18157	03/11/2026	Congregate Program	5,175.00
06.0300.3020.5215	HUNTINGTON CULINARY	18157	03/11/2026	Home Delivered Program	556.60
01.0120.1210.5920	ICC GENERAL CODE, INC	18158	03/11/2026	Annual Fee	1,795.00
01.0160.1650.5520	INDUSTRIAL PIPE & STEEL	18159	03/11/2026	BINDER CHAIN NTP	110.74
01.0160.1650.5520	INDUSTRIAL PIPE & STEEL	18159	03/11/2026	NTP BBQ REPAIRS	46.02
01.0140.1410.5204	JACQUELINE RUBIO	18160	03/11/2026	FEB. '26 - PC MEETING ATTENDANCE	150.00
37.0670.6720.5977	JCL TRAFFIC SERVICES	18161	03/11/2026	ST/RD TRAFFIC SIGNS	1,227.99
37.0670.6720.5977	JCL TRAFFIC SERVICES	18161	03/11/2026	RD/ST REPAIR BLADES	616.59
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	18162	03/11/2026	FEB. '26 - PC MEETING ATTENDANCE	150.00
01.0170.1720.5406	JORGE A PULIDO ARRIERO	18163	03/11/2026	CC' WTR GALLONS (7)	48.92
01.0130.1310.5910	KOSMONT & ASSOCIATES, INC.	18164	03/11/2026	FY22-24, FY23-24, FY24-25 ADTR REPORTS	1,600.00
01.0170.1750.5505	LAWNMOWER CORNER	18165	03/11/2026	HONDA MOWER SVCS / REPAIR	232.46
01.0140.1410.5204	LEONEL A. BARRERA JR	18166	03/11/2026	FEB. '26 - PC MEETING ATTENDANCE	150.00
01.0160.1650.5520	MISSION FENCE & PATIO BUILDERS	18167	03/11/2026	CHAINLINK FENCE SUPPS NTP	286.05
55.0495.4970.5996	MNS ENGINEERS, INC	18168	03/11/2026	NOV'25 ORR & FTHB PRGM SERVICES	9,360.00
68.0900.9000.6020	MOTOROLA SOLUTIONS, INC	18169	03/11/2026	PORTABLE RADIO EQUIP. PO #00227	1,261.22

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
68.0900.9000.6020	MOTOROLA SOLUTIONS, INC	18169	03/11/2026	PORTABLE RADIO EQUIP. PO #00227	1,307.40
68.0900.9000.6020	MOTOROLA SOLUTIONS, INC	18169	03/11/2026	PORTABLE RADIO EQUIP. PO #00227	42,163.85
68.0900.9000.6020	MOTOROLA SOLUTIONS, INC	18169	03/11/2026	PORTABLE RADIO EQUIP. PO #00227	2,640.00
01.0150.1515.5204	NAOMI LOPEZ	18170	03/11/2026	PATRIOTIC COMMISSION MTG. 2-25-2026	100.00
01.0170.1770.5525	NEW SIGN SOLUTION, INC.	18171	03/11/2026	32.18.22.27.31 NEW DECALS	1,063.20
01.0170.1770.5525	NEW SIGN SOLUTION, INC.	18171	03/11/2026	33.8.5.49.PW DECALS	949.12
37.0670.6720.5540	NICHOLS LUMBER & HARDWARE CO	18172	03/11/2026	CONCRETE FORMING LUMBER	38.04
01.0150.1515.5204	NYDIA ROMERO	18173	03/11/2026	PATRIOTIC COMMISSION MTG. 2-25-2026	100.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 CITY COUNCIL SERVICES	69,479.82
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 CITY MANAGER SERVICES	926.90
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 CITY CLERK SERVICES	4,431.90
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 FINANCE SERVICES	608.60
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN. '26 - PROFF. SVCS. FOR PW	1,076.40
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN. '26 - PROFF. SVCS. FOR C.D.	7,986.40
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN. '26 - PROFF. SVCS. FOR PLANNING	288.60
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 SPECIAL PROJECT SERVICES	162.50
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 SPECIAL PROJECT- LITIGATION SERVICES	3,120.00
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 COMMUNITY FOUNDATION SERVICES	1,812.30
01.0100.1030.5215	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	18174	03/11/2026	JAN'26 ECON. DEV. SERVICES	568.10
01.0160.1640.5520	ORPHUS RAMIREZ	18175	03/11/2026	ANN. WTR HEATER FOR POOL	1,800.00
01.0160.1640.5520	ORPHUS RAMIREZ	18175	03/11/2026	POOL HEATER REPAIR	1,193.10
01.0150.1530.5952	PARTY PRONTO	18176	03/11/2026	Extra Chairs for Lunar Luncheon	45.00
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Monthly Billing Report 1/1/2025 thru 10/31/2025	16,417.49
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Monthly Billing Report 1/1/2025 thru 11/30/2025	4,573.34
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Monthly Billing Report 7/1/2025 thru 1/31/2026	5,006.86
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Monthly Billing Report 1/1/2025 thru 12/31/2025	9,844.49
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Phoenix Group Information Systems	5,436.45
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Monthly Billing Report 1/1/25 thru 7/31/25	3,669.72
01.0170.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	18177	03/11/2026	Monthly Billing Report 1/1/25 thru 9/30/25	2,877.26
01.0170.1740.5435	PREMIER JANITORIAL SERVICES	18178	03/11/2026	2/23 JANITORIAL SUPPS	92.06
01.0170.1020.5956	PREMIER JANITORIAL SERVICES	18178	03/11/2026	RAIN GEAR	404.62
01.0170.1740.5435	PREMIER JANITORIAL SERVICES	18178	03/11/2026	ALL PURPOSE CLEANER	276.18
01.0130.1330.5950	QUADIENT LEASING USA, INC.	18179	03/11/2026	4/3 - 7-/2/26 QUARTERLY LEASE	964.37
01.0170.1020.5956	RED DOT UNIFORMS	18180	03/11/2026	PW JACKETS	288.92
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	18181	03/11/2026	FEB'26 BUS PASSES	72.64
01.0151.1543.5430	RENAISSANCE CONSTRUCTION	18182	03/11/2026	PARKING LOT SEAL AND STRIP	8,400.00
01.0160.1610.5520	RENAISSANCE CONSTRUCTION	18182	03/11/2026	2 BOLLARDS CCTR	2,450.00
01.0120.1210.5919	SAN GABRIEL VALLEY TRIBUNE	18183	03/11/2026	Legal Advertising	2,013.84
01.0100.1020.5910	SGV CITY MANAGERS' ASSOCIATION	18184	03/11/2026	MAR'26 SGVCMA MEETING REGISTRATION	40.00
01.0170.1020.5956	SHOETERIA	18185	03/11/2026	RAIN BOOTS PPE	197.23

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1020.5956	SHOETERIA	18185	03/11/2026	RAIN BOOTS PPE	197.23
01.0170.1020.5956	SHOETERIA	18185	03/11/2026	RAIN BOOTS PPE	197.23
01.0170.1020.5956	SHOETERIA	18185	03/11/2026	RAIN BOOTS PPE	1,577.85
01.0120.1210.5933	SOCAL SHRED LLC	18186	03/11/2026	Content Shredding	55.00
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18187	03/11/2026	NTP CONCRETE REPAIR	21.54
01.0170.1020.5956	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18187	03/11/2026	FILTERED BANDANA	23.20
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18187	03/11/2026	CONCRETE REPAIR LUMBER	98.57
37.0670.6720.5977	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18187	03/11/2026	FORM OIL CONCRETE REPAIR	68.00
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18187	03/11/2026	PAINT FOR BB FIELDS	97.68
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	18187	03/11/2026	YELLOW LINE BB FIELDS	81.40
44.0800.8010.5525	SOUTHERN TIRE MART LLC	18188	03/11/2026	#45 FLAT REPAIR	26.39
37.0670.6720.5977	SPRAGUES READY MIX	18189	03/11/2026	11356 LINARD CONCRETE REPAIR	1,006.99
01.0000.0000.4252	STATE OF CALIFORNIA	18190	03/11/2026	JUL'25 - SEPT'25 - DEPT. OF CONSERVATIONFEE REPORT	2.20
01.0000.0000.4252	STATE OF CALIFORNIA	18190	03/11/2026	OCT. '25 - DEC. '25 - DEPT. OF CONSV. FEE REPORT	77.02
01.0151.1545.5499	SUNBELT RENTALS, INC.	18191	03/11/2026	CONCRETE MIXER ST/RD MNTC	426.14
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18192	03/11/2026	Congregate Program	52.74
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18192	03/11/2026	Home Delivered Program	5.85
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18192	03/11/2026	Congregate Program	86.13
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18192	03/11/2026	Home Delivered Program	9.57
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	18192	03/11/2026	Congregate Program	87.89
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	18192	03/11/2026	Home Delivered Program	9.76
01.0170.1770.6020	SUSTAINABLY GREEN, LLC	18193	03/11/2026	MULTISPREAD 320 PO#00221	10,170.65
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	HEDGE TRIMMER SVCS/REPAIR	246.31
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	EDGER REPAIR/SVCS	134.51
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	LANDSCAPE SVCS & EQUIP REPAIR	173.64
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	HONDA PUSH MOWER SVCS/REPAIR	205.43
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	ECHO BLOWER REPAIR/SVCS	109.65
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	LANDSCAPE EQUIP SVCS & REPAIRS	764.22
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	ECHO BLOWER SVCS/REPAIR	122.41
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	ECHO BLOWER SVCS/REPAIRS	122.41
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	HONDA MOWER SVCS & REPAIR	111.64
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	HONDA MOWER SVCS/REPAIRS	147.23
01.0170.1750.5505	TEMPLE CITY LAWNMOWER, INC	18194	03/11/2026	HONDA MOWER REPAIR	211.86
01.0100.1030.5215	TERRA REALTY ADVISORS, INC.	18195	03/11/2026	FEB'26 & MAR'26 LEGAL SERVICES	2,415.67
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	18196	03/11/2026	March 2026 Newsletter	7,968.65
68.0900.9000.5968	TORO ENTERPRISES, INC	18197	03/11/2026	JAN'26 CON RET/ATP5#110	(6,859.71)
68.0900.9000.5968	TORO ENTERPRISES, INC	18197	03/11/2026	JAN'26 CON/ATP5#110	137,194.16
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	18198	03/11/2026	MARCH'26 CONSULTING SERVICES	9,500.00
01.0150.1515.5204	VICTOR MONTIEL	18200	03/11/2026	PATRIOTIC COMMISSION MTG. 2-25-2026	100.00
01.0170.1740.5435	WAXIE SANITARY SUPPLY	18201	03/11/2026	FOAMING DISINFECTANT	571.85

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01.0170.1750.5215	WEST COAST ARBORISTS, INC	18202	03/11/2026	2/1-2/15 ST TREE TRIM	19,352.20
07.0900.9000.5968	WGJ ENTERPRISES, INC	18203	03/11/2026	CITYWIDE STREET STRIPING	7,981.80
01.0160.1650.5520	WHITTIER FERTILIZER	18204	03/11/2026	SPORTS MIX NTP	210.43
01.0170.1760.5545	WINZER	18205	03/11/2026	GRAFFITI REMOVER	1,967.30
37.0670.6720.5545	WINZER	18205	03/11/2026	GRAFFITI REMOVER	991.17
37.0670.6720.5545	WINZER	18205	03/11/2026	GRAFFITI REMOVER	1,057.06
01.0130.1330.5215	ZONES IT SOLUTIONS, INC.	18206	03/11/2026	EXTRA STORAGE FOR SHAREPOINT	565.00
01.0170.1730.5705	SO CAL GAS	DFT0003419	02/25/2026	1/16 - 2/17/26 1500 CENTRAL AVE	1,339.23
01.0170.1730.5705	SO CAL GAS	DFT0003420	02/25/2026	1/16 - 2/17/26 1450 LIDCOMBE AVE	15.78
01.0170.1730.5705	SO CAL GAS	DFT0003421	02/25/2026	1/16 - 2/17/26 1824 CENTRAL AVE	97.14
01.0170.1730.5705	SO CAL GAS	DFT0003422	02/25/2026	1/16 - 2/17/26 1900 CENTRAL AVE	46.00
01.0170.1730.5705	SO CAL GAS	DFT0003423	02/25/2026	1/16 - 2/17/26 1530 CENTRAL AVE	173.84
01.0170.1730.5705	SO CAL GAS	DFT0003424	02/25/2026	1/16 - 2/17/26 1556 CENTRAL AVE	394.65
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Trash Cans for Nutrition Program	9.92
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	MOP REPLACEMENT & CLEAR BAGS FOR NUTRITION	41.45
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Nutrition C1 Supplies	63.65
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Passport supplies	87.66
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Decor Lunar Year Luncheon	10.94
01.0170.1100.5406	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Parking Officer supplies	528.25
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	St. Patricks Day Decoration	230.95
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Items for Lunar Luncheon	34.35
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Banner for Lunar Luncheon	11.06
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	sticks for st. patricks luncheoneon decor	11.06
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	food gloves	7.62
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Nutrition Supplies (trash pickers)	19.92
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	DEPT. SUPPLIES	197.14
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003425	03/04/2026	Sharpie pens for special event luncheon tickets	4.53
01.0130.1330.5215	CHARTER COMMUNICATIONS HOLDINGS, LLC	DFT0003426	03/04/2026	2/16-3/15/26 CABLE AND INTERNET SVCS / CHALL	358.27
01.0151.1543.5430	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES FOR KRUSE FEED	902.70
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	HOOVER TO CLEAN CARPETS	253.05
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES FOR WATER HEATER	120.11
01.0160.1630.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	CHEMICAL SUPPLIES	711.50
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES FOR NTP GRASS	49.28
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES TO PAINT	73.10
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES TO REPAIR RESTROOM	75.01
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES TO REPAIR PLAYGROUND	131.34
01.0170.1520.5430	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	EMERGENCY SUPPLIES FOR TYLER AVE. FIRE	762.59
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	DOOR THRESHOLDS	60.40
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	PLANTING SUPPLIES	68.31
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	PLANTS	105.64

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01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	FLOWERS FOR CITY HALL	198.46
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	FLOWERS FOR CITY HALL	435.64
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	PLANTS	518.51
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	PLANTS	572.35
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES FOR LUNCH ROOM	628.18
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	JANITORIAL SUPPLIES	196.37
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	JANITORIAL SUPPLIES	28.66
01.0170.1740.5435	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	JANITORIAL SUPPLIES	348.72
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	MOVING STRAPS	30.81
01.0170.1740.5962	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	BATTERIES	396.70
01.0170.1750.5505	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	TOOLS FOR BASEBALL SEASON	280.36
01.0170.1760.5540	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	TRASH CANS	212.55
02.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	SUPPLIES FOR ST. DEPT.	175.70
37.0670.6720.5540	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	STREET BEAUTIFICATION	629.95
37.0670.6720.5540	HOME DEPOT CREDIT SERVICES	DFT0003427	03/04/2026	STREET BEAUTIFICATION	615.66
01.0100.1020.5405	QUENCH USA, INC.	DFT0003428	03/04/2026	3/1 - 3/31/26 CHALL WATER SVCS	134.45
01.0160.1610.5520	QUENCH USA, INC.	DFT0003428	03/04/2026	3/1 - 3/31/26 SCTR WATER SVCS	62.59
01.0160.1610.5520	QUENCH USA, INC.	DFT0003428	03/04/2026	2/28 - 3/29/26 1556 CENTRAL AVE	38.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1707 N MERCED AVENUE	25.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 2004 ROSEMEAD BLVD	25.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 THIENES/PARKWAY	27.81
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 MERCED N/W SANTA ANITA	69.51
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 FARNDON-PECK	71.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 2022 N CENTRAL AVENUE	71.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1819 N MERCED AVENUE	71.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 10452 RUSH STREET	76.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 2000 SANTA ANITA AVENUE	99.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1660 DURFEE AVENUE	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1675 DURFEE AVENUE	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1500 N CENTRAL AVENUE	729.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 N/E MERCED SANTA ANITA	186.84
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1946 MERCED AVENUE	1,707.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1415 SANTA ANITA AVENUE	552.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1556 CENTRAL AVENUE	489.40
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 2218 ROSEMEAD BLVD	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1530 CENTRAL AVENUE	329.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1819 N CENTRAL AVENUE	289.02
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 N LERMA/MILLET	254.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1824 CENTRAL AVENUE	340.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1109 PECK ROAD	237.48

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1900 CENTRAL AVENUE	202.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1508 PECK ROAD	248.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1222 PECK ROAD	237.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1652 TYLER AVENUE	158.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1628 DURFEE AVENUE	237.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1710 DURFEE AVENUE	243.20
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003429	03/04/2026	1/8 - 2/5/26 1502 PECK ROAD	237.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003430	03/04/2026	1/12/26 - 2/9/26 2620 ROSEMEAD BLVD	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003430	03/04/2026	1/12/26 - 2/9/26 2464 ROSEMEAD BLVD	238.38
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003431	03/04/2026	1/8 - 2/5/26 2004 ROSEMEAD BLVD	25.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003431	03/04/2026	1/8 - 2/5/26 2218 ROSEMEAD BLVD	146.76
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	DFT0003431	03/04/2026	1/8 - 2/5/26 1946 MERCED AVENUE	1,707.63
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003432	03/04/2026	1/15 - 2/16/26 1824 CENTRAL AVE	997.05
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003433	03/04/2026	1/15 - 2/16/26 1530 CENTRAL AVE	2,444.06
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003434	03/04/2026	1/15 - 2/16/26 1556 CENTRAL AVE	2,534.79
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003435	03/04/2026	1/15 - 2/16/26 1415 SANTA ANITA AVE	2,660.10
01.0130.1330.5950	XEROX CORPORATION	DFT0003436	03/04/2026	1/30 - 2/27/26 COPIER LEASE	1,554.99
01.0130.1330.5950	XEROX CORPORATION	DFT0003437	03/04/2026	1/30 - 2/27/26 COPIER LEASE	283.91
01.0170.1770.5525	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	GOLF CART MIRROR	37.43
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	DEPT. SUPPLIES	22.14
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	Lunar Year Supplies Cups for Treats	38.76
14.0440.4410.6020	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	Wireless microphone system	1,028.87
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	RTN OF LAMINATION SHEETS	(16.78)
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	Lunar Year Luncheon Supp. and Decor	127.45
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	OFFICE SUPPS	74.64
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	Office Supplies	37.13
01.0151.1543.5430	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	WORLD CUP I.T. SUPPS	262.00
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	Pool Room Supplies - Chalk	19.94
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	RAIN GEAR - CROSSING GUARD	37.21
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	Lunar Year Luncheon Supp. and Decor	27.00
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	CROSSING GUARD WHISTLES	28.38
01.0170.1170.5956	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	RAIN GEAR CROSSING GUARD	72.71
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	DFT0003438	03/11/2026	DEPT. SUPPLIES	8.85
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0003439	03/11/2026	FEDERAL PPE 2/28/26	25,350.31
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003439	03/11/2026	MED PPE 2/28/26	8,317.62
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0003439	03/11/2026	FICA PPE 2/28/26	35,564.94
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003440	03/11/2026	TNG (TRAINING TAX WITHOLDING)	65.72
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003440	03/11/2026	UI TAX WITHHOLDINGS	1,051.16
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0003440	03/11/2026	STATE WITHHOLDINGS	9,620.78
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003441	03/11/2026	EMPLOYER MATCH	4,105.00

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.2230	EMPOWER RETIREMENT, LLC	DFT0003441	03/11/2026	EMPLOYEE BEFORE TAX	3,365.00
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003441	03/11/2026	EMPLOYEE AFTER TAX	2,577.60
01.0000.0000.2235	EMPOWER RETIREMENT, LLC	DFT0003441	03/11/2026	EMPLOYER MATCH AFTER TAX	37.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003442	03/11/2026	CASE 200000002163990	448.75
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003442	03/11/2026	CASE 200000002135289	429.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0003442	03/11/2026	CASE 0980438	150.00
01.0170.1730.5705	SO CAL GAS	DFT0003443	03/11/2026	1/30 - 3/3/26 1415 SANTA ANITA GAS SVCS	25.11
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0003444	03/11/2026	12/16/25 - 1/14/26 1348 SANTA ANITA AVE	39.85
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Karaoke Supplies	79.40
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SENIOR SERVICES EXCURSION	2,932.11
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Staff Food Handlers Certification	7.95
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Staff Food Handlers Certification	7.95
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Valentines Luncheon Supplies	264.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Congregate Program	13.17
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Driver Boot Allowance	171.28
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	JAN'26 EMPLOYEE RECOGNITION	47.61
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Rodriguez CCCA Registration	1,000.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	127.08
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	86.21
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	116.39
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	45.00
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	58.96
01.0151.1542.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	boxing supplies	1,820.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SPECIAL EVENT SUPPLIES	213.96
01.0100.1040.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CAPIO Conference - May 2026	750.00
01.0100.1040.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CAPIO Conference Hotel - May 2026	286.47
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Office Air Purifiers	146.16
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Apple Cloud Subscription	2.99
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Spotify Monthly Subscription	19.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICLOUD SUB BB	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICLOUD SUB AA	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICLOUD SUB RS	2.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICLOUD SUB JF	9.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICLOUD SUB JV	9.99
01.0160.1630.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	BOTTLE FILLING STATION MCTR	1,604.77
01.0160.1640.5425	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	POOL CHEM TESTERS	125.40
01.0160.1650.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	NTP SCOREBOARD REPAIR	50.00
01.0170.1020.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	MEAL ALLOWANCE TYLER FIRE	211.23
01.0170.1020.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	LEADS TRAINING MTG	43.57
01.0170.1520.5420	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TYLER FIRE EMG SUPPLIES	1,090.49

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Bojorquez	1,000.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Bojorquez	1,050.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ACRE TENANT EXPO	85.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICSC LV REGISTRATION	875.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	FLIGHT FOR ICSC LV	469.80
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	BELMONT SHORE INN - TRANSTECH EVENT	109.39
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CCCA 2026 ANNUAL MUNICIPAL SEMINAR	1,000.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICA WINTER SEMINAR - SUPPLIES	55.13
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CCCA FEB. BOARD OF DIR. MTG.	20.00
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	UBER - ICA WINTER SEMINAR	19.98
01.0100.1020.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	UBER - ICA WINTER SEMINAR	17.99
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	MARISCOS SAN ISIDRO - MEETING WITH DIRECTOR	90.81
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	LUNCH MTG. W/DEVELOPERS	203.05
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ICA WINTER SEMINAR - DINNER	37.39
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ZOOM.US-SUBSCRIPTION	363.90
01.0100.1020.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	LA TIMES - SUBSCRIPTION	16.00
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Senior Group Picture for Senior Center	17.67
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	American Society Membership	275.00
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Hotel Stay for CPRS Conference	1,450.65
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS Conference (visit Senior Centers)	80.00
01.0150.1530.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS CONFERENCE	875.00
01.0150.1530.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Oriental Trading: Props for Volunteer Dinner	223.67
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Entertainment for State of the City (deposit)	205.90
01.0160.1660.5520	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Arrow Disposal: Rental of Porta potty (Louie)	319.20
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Sams: Nutrition Program Supplies	562.99
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Sams: Nutrition Program Supplies	487.37
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Sams: Nutrition Program Supplies	68.39
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Cleaners: Nutrition Program Table Covers	48.00
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Sams: Nutrition Program Supplies	28.09
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Food Safety Training for C1	7.95
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Sams: Nutrition Program Supplies	221.53
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PATRIOTIC COMMISSION GIVEAWAYS	680.23
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PATRIOTIC COMMISSION GIVEAWAYS	50.92
01.0150.1515.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PATRIOTIC COMMISSION GIVEAWAYS	110.72
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	OFFICE SUPPLIES	222.53
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES	284.34
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	OFFICE SUPPLIES	307.22
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES	183.29
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	FRONT OFFICE DECOR	105.20
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES	177.18

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	REC CLASS SUPPLIES	210.84
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	236.83
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CITY GIVEAWAYS	362.13
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CITY GIVEAWAYS	377.59
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CITY GIVEAWAYS	249.88
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CITY GIVEAWAYS	404.21
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CITY GIVEAWAYS	198.24
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CITY GIVEAWAYS	95.18
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SPC EVENTS SPINNING WHEEL	43.75
44.0800.8010.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	BOOT ALLAOWANCE	188.22
44.0800.8015.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	OFFICE SUPPLIES- HEADSET	232.56
01.0100.1050.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	FEB'26 I. TESSEMA- US BANK WARRANT	636.60
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	10.55
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	38.71
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	57.61
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	88.65
01.0100.1010.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	125.29
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	328.78
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	302.91
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	281.14
01.0100.1010.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	13.30
01.0100.1020.5912	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	140.55
01.0100.1040.5922	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	2,242.29
01.0100.1050.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	294.90
01.0110.1170.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	61.67
01.0110.1170.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Gomez Credit Card Council	454.90
01.0130.1330.5215	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	STAMPLI JAN'26 CHAGRES	1,986.50
01.0130.1330.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	FIRST NET JAN'26 CHARGES	4,535.46
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	1,095.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	547.63
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	875.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	1,000.00
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	175.00
01.0100.1050.5938	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	1,995.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	5.99
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Delgado	9.99
01.0100.1010.5715	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Acosta	0.99
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Acosta	875.00
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Acosta	1,000.00
01.0100.1010.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Councilmember Acosta	175.00

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Flowers for Blanca Figuoera	46.07
01.0150.1530.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Seasonal Front Lobby Decorations	253.40
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Food Safety Certification	7.95
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Food Safety Certification	7.95
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Food Safety Certification	7.95
01.0150.1530.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Food Safety Certification	7.95
06.0300.3010.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SAMS Membership Renewal	(121.55)
44.0800.8010.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Transportation Conference	1,430.00
01.0120.1210.5919	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Legal Advertising	215.50
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES	15.85
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PRINTER PAPER	86.12
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES - PLOTTER INK	686.63
01.0150.1540.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SAMS MEMBERSHIP ANNUAL RENEWAL	320.45
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PAINT & SIP SUPPLIES	97.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CC FOOD CRAFT SUPPLIES	98.11
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	95.72
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TINY TOTS SUPPLIES	37.03
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	195.93
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	115.18
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PAINT & SIP SUPPLIES	115.72
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	164.64
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	183.97
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SNACKS	617.06
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	113.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TINY TOTS SUPPLIES	94.50
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL VALENTINE PARTY	77.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TINY TOTS SUPPLIES	88.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL VALENTINE PARTY	77.86
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL VALENTINE PARTY	77.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL VALENTINE PARTY	77.41
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	PROGRAM SUPPLIES	61.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	59.23
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	58.90
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	52.14
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	48.84
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	40.48
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	40.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	39.09
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	89.84
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SNACKS	72.63

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM FOOD CRAFT	25.37
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TINY TOTS SUPPLIES	22.12
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TINY TOTS SUPPLIES	13.13
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	9.91
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	5.17
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	REC CLASS SUPPLIES	3.29
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AMAZON CREDIT	(27.66)
01.0150.1540.5431	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	AFTER SCHOOL PROGRAM SUPPLIES	24.00
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	STAFF TRAINING	85.18
01.0150.1540.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS TRAINING - POWER BREAKFAST	25.00
01.0150.1540.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS CONFERENCE HOTEL	1,617.44
01.0150.1540.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS CONFERENCE	795.00
01.0150.1540.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS CONFERENCE	795.00
01.0150.1540.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CPRS AGENCY MEMBERSHIP	695.00
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SPECIAL EVENT SUPPLIES	45.98
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Youth Basketball Supplies and Equipment	25.68
01.0151.1541.5430	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Youth Basketball Supplies and Equipment	192.62
01.0151.1541.5499	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Basketball Equipment	54.82
01.0151.1541.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Youth Basketball uniform add on	38.89
01.0151.1541.5956	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Youth Basketball Uniforms	221.45
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Boxing Membership Fee	326.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Boxing Membership Fee	230.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Boxing Membership Fee	355.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Boxing Membership Fee	355.00
01.0151.1542.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Boxing Membership Fee	355.00
01.0151.1542.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Boxing Dept. Events Canopy	946.91
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Bike Ride Event T-Shirts	842.09
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Special Event Supplies	33.20
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Easter Event Supplies	549.17
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Easter Event Supplies	398.64
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Special Event Supplies	66.23
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Special Event Supplies	132.05
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Special Event Supplies	393.95
01.0151.1543.5952	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Easter Event Supplies	419.86
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TELENYX PLATFORM	117.04
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	TELENYX PLATFORM	133.01
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	LA COUNTRY RECORDERS OFFICE/ DOCUMENTS	169.75
01.0140.1430.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	2026 HOUSING SUMMIT ADMISSION	23.18
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	HOUSING ANNUAL CONF/ FLIGHT CHARGES	369.45
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	MAR'26 HOUSING ANNUAL CONF REGISTRATION	625.00

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
36.0360.3600.5976	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	HOMELESS COUNT VOLUNTEER FOOD	61.92
36.0360.3600.5976	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	HOMELESS COUNT VOLUNTEER SNACKS	65.97
36.0360.3600.5976	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	HOMELESS COUNT VOLUNTEER SNACKS	36.36
01.0100.1010.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	Mayor Olmos CCCA Registration	1,000.00
01.0130.1330.5932	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DOMAIN REGISTRATION CHARGES	361.58
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SWAG/ TOUR SUPPLIES	87.06
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SWAG/ TOUR SUPPLIES	17.72
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SWAG/ TOUR SUPPLIES	44.19
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SWAG/ TOUR SUPPLIES	57.55
01.0140.1430.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	SWAG/ TOUR SUPPLIES	88.64
01.0140.1430.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	FEB'26 TENANT EXPO/ MEALS	26.23
01.0140.1430.5908	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	FEB'26 TENANT EXPO/ HOTEL CHARGES	145.77
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	NLC CONF/ FLIGHT CHARGES	144.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	MARCH'26 NLC CONF/ FLIGHT CHARGES	671.80
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	MARCH'26 NLC CONF/ REGISTRATION	745.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	MAY'26 ICSC CONF/ REGISTRATION	875.00
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CALED/ ECON DEVELOPMENT MEMBERSHIP	120.00
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	APPLE ICLOUD SUBSCRIPTION	2.99
01.0140.1410.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES	122.19
01.0140.1410.5406	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DEPT. SUPPLIES	1.80
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	GERARDO MARQUEZ ICSC L.V. REGISTRATION	875.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	GERARDO MARQUEZ CALED REGISTRATION	595.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CHARLIZE HERNANDEZ ICSC L.V. REGISTRATION	875.00
01.0140.1430.5910	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	DAVID DE VRIES CALED REGISTRATION	595.00
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	GERARDO MARQUEZ CALED MEMBERSHIP	415.00
01.0140.1430.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CHARLIZE HERNANDEZ ICSC L.V. MEMBERSHIP	175.00
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	CANVA SUBSCRIPTION	400.00
01.0130.1310.5914	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	GFOA REVIEW FEE	590.00
01.0130.1330.5931	U.S. BANK NATIONAL ASSOCIATION	DFT0003445	03/11/2026	ADOBE SUB. - CSEM	401.87
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0003446	03/11/2026	2/24 Fuel	960.86
37.0670.6720.5966	US BANK VOYAGER FLEET SYS	DFT0003446	03/11/2026	2/24 Fuel	3,806.56
44.0800.8010.5966	US BANK VOYAGER FLEET SYS	DFT0003446	03/11/2026	2/24 Fuel	1,008.52
					$ 2,819,440.09

Authorization Signature

Warrant Register
Council Meeting 3/17/26
Grand Total $ 2,819,440.09



Rene Salas, City Manager

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-017, APPROVING AGREEMENT WITH VET CARE FOR VACCINATION SERVICES

SUMMARY: Staff is requesting that the City Council approve an agreement by and between Vet Care for low-cost dog and cat vaccination clinics at the South El Monte Community Center.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 26-017, approving the agreement with Vet Care for low-cost vaccination services for three years from March 17, 2026 through March 17, 2029; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

FISCAL/FINANCIAL IMPACT: The City does not incur any cost for services Vet Care provides to the City. Vet Care will compensate the City for gross sales from each clinic on a quarterly basis through the specified percentage calculation:

- The City will receive 5% of Vet Care services generating between $800 to $1,000.
- The City will receive 7% of Vet Care services generating over $1,001.

DISCUSSION: Vet Care has been providing low-cost vaccination services to the City of South El Monte for 12 years at the Community Center every other Saturday from 8:00 AM to 11:00 AM. The low-cost dog and cat clinics have been very successful in the City with an increasing demand. In fiscal year 2024/2025, the City generated $7,000.25 from the fees collected from Vet Care.

ATTACHMENT(S):

A. Resolution No. 26-017
B. Vet Care Agreement

ATTACHMENT A

RESOLUTION NO. 26-017

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING TO APPROVE AN AGREEMENT BETWEEN THE CITY AND VET CARE FOR VACCINATION SERVICES AND CITY'S CLINIC LOCATION REIMBURSEMENT COMPENSATION

WHEREAS, Vet Care provides low-cost vaccination services to the City of South El Monte at the Community Center; and

WHEREAS, Vet Care reimburses the City for clinic location compensation where Vet Care reimburses the City 5% of monies earned by Vet Care between $800.00 to $1000.00 and reimburses the City 7% of monies earned by Vet Care over $1001.00 in exchange for allowing Vet Care to use City property; and

WHEREAS, the City and Vet Care intend to continue Vet Care vaccination services for three (3) years from March 17, 2026 through March 17, 2029; and

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

SECTION 1. The City Council hereby authorizes the City Manager or their designee to execute the proposed agreement, with Vet Care, (the "Agreement") in substantially the form attached to the staff report and approved as to form by the City Attorney.

SECTION 2. The City Council hereby authorizes the City of South El Monte to allow Vet Care to offer low-cost dog and cat vaccination clinics in the City, for three years from March 17, 2026, through March 17, 2029 consistent with Agreement.

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

PASSED, APPROVED AND ADOPTED this 17th day of March 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-017, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 17th day of March 2026, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

VET CARE Vaccination Services, Inc.

AGREEMENT

This Agreement is made on the 17th day of March, 2026 by and between The City of South El Monte (hereinafter referred to as "CITY") and Vet Care Vaccination Services, Inc. (hereinafter referred to as "Vet Care") with reference to the following.

I. CITY serves residents located in South El Monte, Los Angeles County, CA.

II. Vet Care is in the business of providing affordable dog and cat vaccination clinics in the State of California.

A. PURPOSE

CITY and Vet Care (hereinafter referred to as "the Parties") agree that Vet Care shall conduct affordable dog and cat vaccination clinics for CITY at times and dates convenient for both Parties at the address to be agreed upon. Vet Care shall provide vaccination clinics at the **South El Monte Community Center @ 1530 Central Ave. South El Monte, CA 91733** on agreed upon dates and times. With prior written consent of both parties, additional clinics may be operated on additional dates and frequency.

B. OBLIGATIONS OF VET CARE

1.) Vet Care will provide vaccinations, de-worming, flea control, microchipping, and diagnostics for dogs and cats at clinics held for CITY.

2.) Vet Care will provide tables, chairs, canopies and all equipment necessary to conduct clinics.

3.) Vet Care will provide all clean up necessary during and after clinics.

4.) Vet Care will provide vaccinations as a totally independent organization, and not as an employee, subcontractor or affiliate of CITY.

5.) Vet Care will carry general liability insurance for its services, listing CITY as an "Additional Insured", with a minimum of $1,000,000.

6.) Vet Care shall provide annually to CITY a copy of its current Certificate of Insurance.

7.) Vet Care agrees to advertise clinics by means of generally accepted media, such as direct mail, print advertising, flyers, posters, and public relations efforts to promote clinics, and social media

8.) Vet Care agrees to provide clinic attendees with educational material regarding how to protect their pets from contagious diseases and pet vaccine reaction awareness.

C. **OBLIGATIONS OF CITY**

1.) CITY agrees to allow Vet Care to advertise by means of generally accepted media, as well as through direct mail.

2.) CITY agrees to disseminate flyers for the upcoming vaccination clinics in common areas accessed by customers. City will produce the flyers and send a proof to Vet Care.

3.) CITY agrees to post posters indicating the time, dates and location of the next service, the type of services offered and general price information; said posters to be placed in conspicuous places throughout CITY where clinics are to be held.

4.) CITY agrees to periodically announce, the vaccination clinics in public advertising such as, but not limited to, public service announcements, city's website and calendar, editorial pieces, social media pages, and digital newsletter.

5.) CITY agrees to ensure sufficient designated space for the vaccination clinics held at the South El Monte Community Center. If requested, Vet Care will assist in arranging for these locations.

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D. **Location Compensation**

The CITY will be compensated on gross sales from each clinic on a quarterly basis through the specified percentage calculation:
The formula for calculating Location Compensation (donations) is as follows:

- CITY Affordable Vaccination Clinics generating between $800.00 to $1000.00 will receive 5% of the gross sales from dollar one.

- CITY Affordable Vaccination Clinics generating over $1001.00 will receive 7% of the gross sales from dollar one.

D. **PRICING**

CITY Rabies vaccination price be set at $15 during the 2026 term. Vaccinations, packages, and services will subject to change annually. Current pricing will be attached and located under "2026 Vet Care Pricebook". A medical waste fee of $3 will apply for each pet acquiring vaccinations. Additional coupons, discounts, and special events may be offered per agreement.

E. **TERM**

This Agreement is valid for the period of three (3) years March 17th, 2026 through March 17th, 2029. Either party may cancel this agreement via mail, email or fax with a 60 day notice.

F. **NOTIFICATION ADDRESSES**

Vet Care Vaccination Services
10627 La Perla Ave.
Fountain Valley, CA 92708
ATTN: Hollis Brannon

City of South El Monte
1415 N. Santa Anita Avenue.
South El Monte, CA 91733
ATTN: Rene Salas

Either PARTY may change its address of record by delivering a change of address to the other PARTY

VET CARE VACCINATION SERVICES, INC.	City of South El Monte
	_____
Hollis Brannon, Director of Operations	Rene Salas, City Manager
03/01/2026 Date	_____ Date

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

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-018, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAUCE CREATIVE SERVICES FOR NEWSLETTER PUBLISHING SERVICES

SUMMARY: The City of South El Monte publishes a monthly newsletter, the South El Monte News, to inform residents and businesses of upcoming programs, events, services, projects, and policies of city government. The City currently contracts with The Sauce Creative Services for newsletter publishing services.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 26-018, approving Amendment No. 2 to the current agreement with The Sauce Creative Services; and
2. Authorize the City Manager or designee to execute the agreement.

FISCAL/FINANCIAL IMPACT: Newsletter publishing cost is budgeted within the General Fund Community Promotion Division (01-100-1040-5921). The annual cost over the extension years will be as follows:

- May 2026 – April 2027: $96,000.00
- May 2027 – April 2028: $109,000.00

DISCUSSION: On March 18, 2025, the City Council approved Resolution No. 25-026, approving Amendment No.1 to renew and extend the agreement between the City and The Sauce Creative Services for three (3) additional one (1) year terms. The City provides a monthly newsletter that informs South El Monte residents and businesses of upcoming events, programs, projects, and policies of city government.

The Sauce Creative Services provides materials, graphics, layouts, and image resolution

quality that meet the City's need for services. The Sauce Creative Services' professionalism and current working relationship with the City will ensure that over 12,000 newsletters are delivered to residents and businesses of South El Monte on a monthly basis.

Amendment No. 2 will exercise the remaining two (2) automatic one (1) year extensions, extending the agreement from April 25, 2026 through April 25, 2028. The amendment will also adjust the annual compensation for each extension year due to the addition of over 2000 business addresses to the monthly distribution.

ATTACHMENT(S):

A. Resolution No. 26-018
B. Amendment No. 2
C. The Sauce Creative Services Master Agreement

ATTACHMENT A

RESOLUTION NO. 26-018

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 2 BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAUCE CREATIVE SERVICES FOR NEWSLETTER PUBLISHING SERVICES

WHEREAS, the City of South El Monte ("City") provides a monthly newsletter to residents to inform the public of upcoming events, programs, issues, and policies of city government; and

WHEREAS, on April 25, 2023, the City Council of the City of South El Monte ("City Council") approved a Professional Services Agreement ("Agreement") between the City and The Sauce Creative Services. The total not-to-exceed amount was $151,200.00 for a term of two (2) years with the option to extend for three (3) additional one (1) year terms; and

WHEREAS, on March 18, 2025, the City Council approved Resolution No. 25-026, approving Amendment No.1 to the Agreement to renew and extend the Agreement between the City and The Sauce Creative Services for the first additional one (1) year term, and is not to exceed $76,000.00 for fiscal year 2025-2026; and

WHEREAS, the City now desires to exercise its option to renew and extend the Agreement and exercise the second and third additional one (1) year term ("Amendment No. 2"); and

WHEREAS, the total not-to-exceed contract sum for the renewal and extension to exercise the second additional one (1) year term is Ninety Six Thousand Dollars ($96,000.00) for fiscal year 2026-2027; and

WHEREAS, the total not-to-exceed contract sum for the renewal and extension to exercise the third additional one (1) year term is One Hundred Nine Thousand Dollars ($109,000.00) for fiscal year 2027-2028; and

WHEREAS, the City and The Sauce Creative Services determined that Amendment No. 2 is necessary to exercise the remaining two (2) one (1) year extensions and adjust the annual compensation for each extension year.

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

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

SECTION 2. The City Council hereby authorizes and directs the City Manager, or his/her designee, to execute Amendment No. 2 in substantially the form attached as Attachment B to the March 17, 2026, staff report accompanying this Resolution, subject to the City Attorney's office approval as to form. The City Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 2.

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

PASSED, APPROVED AND ADOPTED this 17th day of March 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-018, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 17th day of March 2026, and that said Resolution was adopted by the following vote:

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

_____
Adrian Garcia, MMC, City Clerk

ATTACHMENT B

AMENDMENT NO. 2

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAUCE CREATIVE SERVICES

THIS SECOND AMENDMENT ("Amendment No. 2") to that certain agreement entitled "Professional Services Agreement" dated April 25, 2023 (hereinafter, the "Master Agreement"), is hereby entered into as of the 17th day of March 2026 ("Effective Date'), by and between the CITY OF SOUTH EL MONTE ("City") and THE SAUCE CREATIVE SERVICES, a California corporation ("Consultant"). For purposes of this Amendment No. 2, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This Amendment No. 2 is made and entered into with respect to the following facts:

WHEREAS, on April 25, 2023, City and Consultant entered into that certain Agreement for Professional Services whereby Consultant agreed to provide Newsletter Publishing Services, with a term of two (2) years with the option to extend for three (3) additional one (1) year terms, and a total not-to-exceed amount of One Hundred Fifty-One Thousand Two Hundred Dollars ($151,200.00); and

WHEREAS, on March 18, 2025, the City and Consultant entered into Amendment No. 1 to exercise the first additional one (1) year term with a total not-to-exceed amount of Seventy-Six Thousand Dollars ($76,000.00) for fiscal year 2025-2026; and

WHEREAS, the Master Agreement, as amended by Amendment No. 1, is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to exercise the remaining two (2) automatic one-year extensions; and

WHEREAS, the Parties further wish to increase the total not-to-exceed contract sum for the second additional one (1) year term to Ninety Six Thousand Dollars ($96,000.00) for fiscal year 2026-2027, and to One Hundred Nine Thousand Dollars ($109,000.00) for the third additional one (1) year term for fiscal year 2027-2028; and

WHEREAS, the execution of this Amendment No. 2 was approved by the City Council of the City of South El Monte at its Regular Meeting held on March 17, 2026, under Agenda Item No. 7.d.

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

Section 1. Section 2.1 of the Master Agreement related to compensation is hereby amended as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Six Thousand Dollars ($96,000.00) for May 2026 through April 2027 and One-Hundred Nine Thousand Dollars ($109,000.00) for May 2027 through April 2028 (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

Section 2. Section 3.4 of the Master Agreement related to the term of the agreement is hereby amended as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until April 25, 2028, except as otherwise provided in the Schedule of Performance (Exhibit "D").

Section 3. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain binding and in full force and effect. This Amendment No. 2, together with the Master Agreement as amended by Amendment No.1, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

Section 4. In the event of any conflict or inconsistency between the provisions of this Amendment No. 2 and the provisions of the Master Agreement as amended by Amendment No. 1, the provisions of this Amendment No. 2 shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Rene Salas, City Manager

ATTEST:

_____
Adrian Garcia, City Clerk

APPROVED AS TO FORM:

OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

_____
Susie Altamirano, City Attorney

CONSULTANT:

The Sauce Creative Services Corp.,
a California corporation

By: _____

Name: _____

Title: _____

2600 S. California Avenue, Unit C
Monrovia, CA 91016

ATTACHMENT C

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

THE SAUCE CREATIVE SERVICES CORP.

AGREEMENT FOR NEWSLETTER PUBLISHING SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAUCE CREATIVE SERVICES CORP.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 25th day of April, 2023 by and between the CITY OF SOUTH EL MONTE, a California municipal corporation ("City") and THE SAUCE CREATIVE SERVICES CORP.,a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Fifty-One Thousand, Two Hundred Dollars ($151,200.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for three (3) additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Rene Salas, the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the Services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

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

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

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

(d) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as

"works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of $100.00 (One Hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and

prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels

any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials SB

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

THE SAUCE CREATIVE SERVICES, CORP., a California corporation

By: _____
Name: Sergio Baladran
Title: Chief Executive Officer

By: _____
Name: April Cordero
Title: Secretary

Address: 2600 S.California Ave., Unit C
Monrovia, California, 91016

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. A. Consultant will publish a high resolution, full color 11" x17", twelve (12) page, folded newsletter. A high-resolution color digital version of the newsletter must also be provided to the City. The City requires 9,600 copies to be printed monthly.

a. The City will provide Consultant with written content for the newsletter, including but not limited to advertisements, local news and events, and information from local government entities.

b. Consultant will provide format assistance, artwork, design, layout, half tones and output.

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

A. Contractor shall be responsible for distributing the publication to residents in the City through the United States Postal Services using the "Carrier Route Walk Sequence Saturation" services and provide additional copies to the City for counter distribution. Prior to distribution and printing, the City Manager or his/her designee must approve the newsletter in writing. ~~The newsletter must be received by residents by the first Saturday of each month unless the Consultant and City otherwise agree in writing.~~ The newsletter must be posted via USPS mail to residents at least two days before the first Saturday of each month, in order to be received by residents by the first Saturday of each month, unless the Consultant and City otherwise agree in writing.

B. Consultant shall provide additional copies of the printed newsletter to the City for counter distribution before the first Saturday of every month.

C. Consultant shall provide a high-resolution color digital version of the newsletter to the City for online publishing before the first Saturday of every month.

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

A. Status reports at the request of the City.

a. Status reports should include the current status of any newsletters currently in progress and the projected completion date of each phase of the

newsletter, including: first proof sent to City, deadline for Consultant to respond to City comments/edits of first proof, final proof sent to City, deadline for Consultant to respond to City comments/edits of final proof, date of final proof sent to printer, date of printed brochures delivered to USPS and City Hall, date of digital version of newsletter sent to City.

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

A. City must approve final proof of newsletter at least 6 business days before printed brochures must be delivered to post office.

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

A. Personnel selected by the Consultant

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

[INTENTIONALLY LEFT BLANK]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME
A.	Work with City staff to Design, Print, Mail Monthly City Newsletter	$6,300 per issue	Monthly _

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

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

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

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

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

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

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

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date	Exemplar Schedule: June 2023 Edition
A.	First Proof to Consultant		Newsletter information will be emailed to Consultant by City no later than 15 business days before final proof is scheduled to print.	First proof of newsletter information sent to Consultant by City on May 1.
B.	First Proof to City	1 calendar week	First proof will be sent by Consultant to City no later than 10 business days before final proof is scheduled to print. Turnaround time between City's first proof to Consultant and Consultant's First proof to City will be no more than 5 business days.	First proof sent to City by Consultant on May 9.
C.	Multiple Proofings	1-2 business days	City staff will provide any comments or suggested edits to Consultant within one business day of receiving first proof; Consultant will respond to City comments and edits within one business day of receiving them.	City provides comments and edits to first proof no later than May 10. Consultant responds to City comments no later than May 11, making suggestions, explaining limitations, and/or incorporating City edits.
D.	Final Proof	2-3 business days	Consultant shall send City final proof of newsletter no later than one business day after responding to City comments and edits to first proof. City will either confirm final proof or make further comments and edits	Consultant sends final proof of newsletter, incorporating revisions, to City on May 15. City confirms final proof of newsletter on May 18.

			within one business day of receiving final proof; Consultant shall respond within one business day to further comments. City shall approve final proof no later than 6 business days before final proof is scheduled to print.	
E.	Consultant Will Send Final Proof to Printer, Oversee Printing	5-7 business days	Consultant shall send final proof to printer for printing no later than 5 business days before brochures allocated for mail delivery must be delivered to post office.	Consultant sends final proof of newsletter to printer no later than May 22. Newsletters are printed on May 30.
F.	Consultant Will Deliver Newsletters to Post Office and to City Hall	_____	Consultant shall deliver newsletters allocated for mail delivery to the post office no later than 2 business days before the first Saturday of every month; Consultant shall deliver printed brochures allocated to City Hall no later than one day after printing.	Consultant delivers printed newsletters to USPS and City Hall on May 31.
G.	Official Publication of Monthly Newsletter		City shall endeavor to make each month's edition of the newsletter available on the first Saturday of each month. Printed brochures allocated to City Hall will be available for pick up. Web version of the newsletter will be published online for public access.	June 2023 newsletter made available on June 3, 2023 online and in print.

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

For the purposes of this Exhibit, "business days" shall mean Monday-Thursday, excluding City holidays and closures. The City is closed on Fridays.

A. First proof to the Consultant will be delivered 15 business days before printing.

a.) City shall email Consultant all newsletter information no later than 15 business days before printing.

B. First proof to the City will be delivered 10 business days before printing.

a.) Consultant shall send first proof of newsletter to City no later than 5 business days after receiving newsletter information.

C. Multiple proofings coordinated by The Creative Sauce and City staff; 1-2 business days for review.

a.) City staff shall provide comments and suggested edits, if any, to Consultant within one business day of receiving the first proof.

b.) Consultant shall respond to City comments and edits within one business day of receiving them. Consultant shall either revise newsletter according to City feedback, suggest alternative changes, and/or explain why certain changes are not recommended.

D. Finalized proof coordinated by The Creative Sauce and City staff; 2-3 business days for review.

a.) Consultant shall send City final proof of newsletter no later than one business day after responding to City comments and edits to first proof.

b.) City shall either confirm revisions to newsletter performed by Consultant based on City comments, or make any additional comments or suggested edits within one business day of receiving the final proof.

c.) Consultant shall respond to City comments and edits within one business day of receiving them. Consultant shall either revise newsletter according to City feedback, suggest alternative changes, and/or explain why certain changes are not recommended.

d.) City shall approve final proof no later than 6 business days before brochures must be delivered to post office.

E. After City approves final proof, consultant sends final proof to printer. Web version will be emailed to the City by the Consultant no later than one business day after final proof of newsletter is approved. Final proof shall be sent to the printing company/printer of Consultant's choosing no later than 5 business days before brochures must be delivered to post office.

a.) 9,600 brochures will be printed every month. 9,380 brochures will be allocated for mail delivery, and 220 brochures will be allocated to City Hall.

F. Consultant shall deliver printed brochures to post office and City Hall. Consultant shall deliver newsletters allocated for mail delivery to the post office no later than 2 days before the first Saturday of every month; Consultant shall deliver printed brochures allocated for City Hall to City Hall no later than one day after printing and prior to the first Saturday of the month.

G. Each monthly newsletter shall be published on the first Saturday of every month. City shall make printed brochures allocated to City Hall available for pick up. Web version of the newsletter will be published online for public access.

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

SAUCCRE-01 FERTE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # OC88587
CDS Insurance Services
2001 E. Financial Way, Suite 200
Glendora, CA 91741

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (626) 610-9500 FAX (A/C, No): (626) 610-9299
E-MAIL ADDRESS: certificates@cdsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co	11000
INSURER B : Nationwide Mutual Ins Co	23787
INSURER C : Ohio Security Ins Co	24082
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Sauce Creative Services Corp.
2600 S California St.
Monrovia, CA 91016

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		51SBAIA9203	7/9/2023	7/9/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			ACP3058804439	5/14/2023	5/14/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) Y	N / A		XWS(24)59790917	5/14/2023	5/14/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Endorsements apply as required by written contract.

City of South El Monte is named as additional insured as respects General Liability per attached endorsement IH 12 00 11 85 T

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Charles Swan

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POLICY NUMBER: 51 SBA IA9203

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF SOUTH EL MONTE
1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733

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Successor Agency Agenda Report
Agenda Item No. 8.a.

DATE: March 17, 2026

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR FEBRUARY 17, 2026

SUMMARY: Staff is requesting approval of the Minutes of the February 17, 2026, Successor Agency Meeting.

RECOMMENDED ACTION: Staff is requesting approval of the Minutes of the February 17, 2026, Successor Agency Meeting.

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. DRAFT Reg CC and SA Minutes 2-17-26

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL AND SUCCESSOR AGENCY MEETING MINUTES
Tuesday, February 17, 2026 - 6:00 PM
1415 Santa Anita Avenue, South El Monte, California 91733

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

1. ROLL CALL

PRESENT:	Councilmember/Board Member(s):	Acosta, Delgado, Rodriguez, Mayor Pro Tem/Vice Chair Bojorquez, and Mayor/Chair Olmos
ABSENT:	Councilmember/Board Member(s):	None

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

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

2. PLEDGE OF ALLEGIANCE – Councilmember Acosta led the Pledge of Allegiance.

3. INVOCATION – Robert Yrigoyen, Parish Council President, Epiphany Catholic Church, offered the invocation.

4. PRESENTATIONS

4.a. Mayor and City Council presented Certificates of Recognition to the Shively Dance Team for their 1st Place win at the Sharp Dance Competition.

4.b. Mayor and City Council presented Certificates of Recognition to the EM/SEM Jets Cheer teams for the 2nd and 3rd Place at the Las Vegas Cheer Competitions.

4.c. Mayor and City Council presented Certificates of Recognition to the Veterans of Foreign Wars Post 10218 for their participation in the City of South El Monte's Veterans Day Event.

4.d. Public Works Supervisor Figueroa presented the Public Works Department Quarterly Report.

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

Susie A. Altamirano, City Attorney, announced an update to the attachments for Agenda Item 10.m.

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

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

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

6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Eduardo Saucedo spoke on opportunities to improve the City and Whittier Narrows for the FIFA World Cup 2026 and LA28 Olympics, the Kruse property as a boxing facility, the City needing an updated infrastructure and beautification plan, and hotel needs for the Olympic visitors.

2. Robert Yrigoyen, resident, spoke on fiscal responsibility, the process for organizations requesting financial aid from council, expressed concerns on Agenda Item 10.m., and expressed support for council working together.

3. Dr. Elizabeth Evans, Superintendent, Valle Lindo School District, invited council and community members to participate in National Read Across America Week being held March 2-6, 2026.

4. Marissa Castro-Salvati, Government Relations Manager, Southern California Edison, introduced herself as a returning representative for the region.

5. Amanda Rodarte-Contreras, Library Manager, South El Monte Library, announced a closure for staff development, and provided updates on upcoming library programs.

6. John Ventura, resident, expressed concerns on Agenda Item 10.h., expressed support for Leo Briones in regard to Agenda Item 13.a.3., and expressed concerns on Agenda Item 7.c.

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

Consent Calendar Agenda Item 7.c. was heard at this time.

7.c. ADOPTION OF ORDINANCE NO. 1287 AFFIRMING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE ZONE TEXT AMENDMENT 25-01 TO AMEND THE SOUTH EL MONTE MUNICIPAL CODE CHAPTER 17.09 AND CHAPTER 5.26 TO ALLOW COMMERCIAL CANNABIS OPERATIONS IN THE MANUFACTURING ZONE AND TO AMEND THE EXISTING REQUIRED BUFFER DISTANCES FROM JURISDICTIONAL BOUNDARIES TO 350 FEET AND MAINTAIN 1,000 FOOT BUFFERS FROM ALL OTHER SENSITIVE USES

Councilmember Acosta announced clarification on changes in the proposed ordinance compared to the existing ordinance.

Gerardo Marquez, Director of Community Development & Public Works, and Shelley Preisler, Associate Attorney, provided clarification that with these changes, the distance from sensitive use areas exceed 1,000 feet and keeps potential locations away from residential areas.

At 7:21 p.m., Mayor Olmos called for a recess.

At 7:25 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

Motion by Councilmember Acosta, seconded by Mayor Olmos, to not approve.

Substitute Motion by Councilmember Rodriguez, seconded by Councilmember Delgado, to waive the full reading and adopt Ordinance No. 1287, approving Planning Commission's recommendation and adopting Zone Text Amendment No. 25-01 to amend the South El Monte Municipal Code Chapter 17.09 to allow retailer commercial cannabis operations as a permitted use within the Manufacturing (M) zone, and to amend the South El Monte Municipal Code Chapter 5.26 to add the Manufacturing (M) zone as a permissible zone for retailer commercial cannabis operations and amend the existing required buffer distance of 1,000-foot buffer from all existing sensitive uses except for jurisdictional boundaries, the buffer of which will be 350 feet. Motion passed 3-2, by the following vote:

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

7. CONSENT CALENDAR – CITY COUNCIL

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

CONSENT CALENDAR (CONTINUED)

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

7.a. Approved the Minutes for the January 20, 2026, Regular City Council Meeting.

7.b. Adopted Resolution No. 26-007, authorizing payment of City expenditures for the period of January 29, 2026, through February 12, 2026, totaling $1,33,043.19.

7.c. *This item was heard prior to approval of the Consent Calendar.*

7.d. Waived the full reading and adopted Ordinance No. 1288, amending Chapter 5.26 of Title 5 of the South El Monte Municipal Code, thereby amending the City's cannabis regulations, in relation to application procedure and criteria, permitting and operational requirements, clarification changes, and other changes in order to align with legal developments and to improve the administration thereof.

7.e. Adopted Resolution No. 26-008, accepting the completion of the Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd - Michael Hunt Drive Project, authorized City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office, and released retention accordingly.

General Business Agenda Item 10.m. was heard at this time.

10.m. APPROVAL OF RESOLUTION NO. 26-011, AUTHORIZING THE FUNDING OF WATER MAIN EXTENSION ON SANTA ANITA AVENUE AND PAYMENT OF $510,000 TO SAN GABRIEL VALLEY WATER COMPANY AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING REIMBURSEMENT REQUIREMENTS FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE ("PROPERTY")

Mayor Olmos announced the item, and David De Vries, Director of Economic Development provided a report.

Discussion topics included project ownership, the City's standard practice in similar situations, compromising with splitting costs, generating future revenue despite current deficit if approved, infrastructure improvements, tax revenue generated from potentially six total tenants at the location, and the property being a City investment.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 26-011, authorizing the funding of water main extension on Santa Anita Avenue and payment of $510,000 to San Gabriel Valley Water Company and approving a Memorandum of Understanding (MOU) between the City and Santa Anita Commercial Group LLC establishing reimbursement requirements for the property located at 1127-1223 Santa Anita Avenue, and to authorize the City Manager or designee to negotiate and execute the MOU. Motion passed 4-1, by the following vote:

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

Correspondence Agenda Item 10.m. was heard at this time.

12.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS, MARY VAN DYKE PARK COMMUNITY ROOM, SENIOR CENTER DINING ROOM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF FIELD FENCES

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

Staff was directed to obtain financial disclosures from the organization and to bring back an item on adding this requirement from any organization requesting a fee waiver.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the facility reservation fee waiver request for the use of the New Temple Park fields, Senior Center Dining Room, and Mary Van Dyke Community Room for the estimated amount of $36,825.00, to waive the light fees in the estimated amount of $7,740.00, and to waive the associated labor cost incurred to install and remove four (4) fences at New Temple Park in the estimated amount of $4,700.00. Motion passed 5-0, by the following vote:

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

8. CONSENT CALENDAR – SUCCESSOR AGENCY

Motion by Vice Chair Bojorquez, seconded by Board Member Delgado, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

CONSENT CALENDAR – SUCCESSOR AGENCY (CONTINUED)

AYES:	Board Member(s):	Acosta, Delgado, Rodriguez, Vice Chair Bojorquez, and Chair Olmos
NAYS:	Board Member(s):	None
ABSENT:	Board Member(s):	None

8.a. Approved the Minutes for the January 20, 2026, Successor Agency Meeting.

8.b. Received and filed the ROPS 26-27.

9. PUBLIC HEARINGS – None

10. GENERAL BUSINESS

10.a. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 1289, AMENDING SOUTH EL MONTE'S MUNICIPAL CODE SECTIONS 2.48.020 OF CHAPTER 2.48 TO DECREASE THE NUMBER OF COMMISSIONERS ON THE COMMUNITY SERVICES COMMISSION FROM SEVEN TO FIVE COMMISSIONERS

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to waive first reading and introduce Ordinance No. 1289, amending South El Monte's Municipal Code sections 2.48.020 of chapter 2.48 to decrease the number of commissioners on the Community Services Commission from seven to five commissioners. Motion passed 5-0, by the following vote:

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

10.b. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Advancement of Women and Girls Commission.

Councilmember Acosta **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Mayor Pro Tem Bojorquez **nominated** Evelyn Briones for re-appointment. Vote passed 5-0:

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

Councilmember Delgado **nominated** Cindy Flores for appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Cecilia Rosas for appointment. Vote passed 5-0:

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

Mayor Olmos **nominated** Sara Gaeta-Anguiano for re-appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Elizabeth Gutierrez for re-appointment. Vote passed 5-0:

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

Mayor Olmos read the names of those appointed and re-appointed to the Advancement of Women and Girls Commission: **Evelyn Briones** (re-appointed)**, Cindy Flores, Sara Gaeta-Anguiano** (re-appointed)**, Elizabeth Gutierrez** (re-appointed)**,** and **Cecilia Rosas**.

10.c. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF COMMUNITY SERVICES COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Community Services Commission.

Councilmember Rodriguez **nominated** Robert Becerra for re-appointment. Vote passed 5-0:

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

Mayor Pro Tem Bojorquez **nominated** Gerardo Diaz for re-appointment. Vote passed 5-0:

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

Councilmember Delgado **nominated** Eric Velasquez for appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Hortencia Vasquez for re-appointment. Vote passed 5-0:

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

Mayor Olmos **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Councilmember Acosta **nominated** George Anguiano for re-appointment. Vote passed 5-0:

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

Mayor Olmos read the names of those appointed and re-appointed to the Community Services Commission: **George Anguiano** (re-appointed)**, Robert Becerra** (re-appointed)**, Gerardo Diaz** (re-appointed)**, Hortencia Vasquez** (re-appointed), and **Eric Velasquez.**

10.d. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PATRIOTIC COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Patriotic Commission and announced the passing of Blanca Figueroa who the meeting will be closed in honor of.

Mayor Pro Tem Bojorquez **nominated** Nydia Romero for re-appointment. Vote passed 5-0:

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

Councilmember Delgado **nominated** Naomi Lopez for re-appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Abraham Flores-Rojo for re-appointment. Vote passed 5-0:

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

Councilmember Acosta **nominated** Victor Montiel for re-appointment. Vote passed 5-0:

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

Mayor Olmos **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Mayor Olmos **nominated** Deann Pinuelos for appointment. Vote passed 5-0:

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

Adrian Garcia, City Clerk, announced that Abraham Flores-Rojo withdrew his application due to work conflicts.

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to open nominations and extend the application period for the Patriotic Commission for two weeks. Motion passed 3-2, by the following vote:

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

Mayor Olmos read the names of those appointed to the Patriotic Commission: **Naomi Lopez** (re-appointed)**, Victor Montiel** (re-appointed)**, Deann Pinuelos,** and **Nydia Romero** (re-appointed).

10.e. CONTINUED FROM THE FEBRUARY 3, 2026, REGULAR CITY COUNCIL MEETING - APPOINTMENT OF PLANNING COMMISSIONERS

Mayor Olmos read the applicants' names seeking appointment to the Planning Commission.

Councilmember Acosta **nominated** Kimberly Valencia for appointment. Vote failed 2-3:

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

Mayor Pro Tem Bojorquez **nominated** Jeff Ortiz for re-appointment. Vote passed 4-1:

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

Councilmember Rodriguez **nominated** Jacqueline Rubio for re-appointment. Vote passed 3-2:

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

Councilmember Delgado **nominated** Leo Barrera for re-appointment. Vote passed 5-0:

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

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Mayor Olmos **nominated** Kenneth Tang for re-appointment. Vote passed 5-0:

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

Councilmember Rodriguez **nominated** Gracie Retamoza for re-appointment. Vote passed 4-1:

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

Mayor Olmos read the names of those appointed to the Planning Commission: **Leonel Barrera** (re-appointed)**, Jeff Ortiz** (re-appointed)**, Gracie Retamoza** (re-appointed)**, Jacqueline Rubio** (re-appointed)**,** and **Kenneth Tang** (re-appointed)**.**

10.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-009, ADDING PROVISIONS FOR DENTAL AND VISION OPT-OUT BENEFITS

Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to adopt Resolution No. 26-009, adding provisions for dental and vision opt-out benefits. Motion passed 5-0, by the following vote:

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

10.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-010, UPDATING THE PROVISIONS OF BASIC LIFE INSURANCE BENEFITS

Motion by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 26-010, updating the provisions of basic life insurance benefits. Motion passed 5-0, by the following vote:

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

10.h. DESIGN OF FREEWAY ORIENTED PYLON SIGN LOCATED AT 1223 SANTA ANITA AVENUE

Mayor Olmos announced the item, and David De Vries, Director of Economic Development, and Milton Solomon, Vice President, Architectural Design & Signs, provided a presentation.

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Discussion topics included lower leg coverings being visible from a distance, benefits and disadvantages of the different height variations, revenue generating options from a reader board, Caltrans limitations on ads, reader board lighting potentially affecting local residents, and building material options.

Staff was directed to bring back revisions to Design Option A.

10.i. CONSIDERATION AND APPROVAL OF THE PROPOSED 2026 STATE OF THE CITY PROGRAM

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to approve the proposed State of the City program. Motion passed 5-0, by the following vote:

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

10.j. CONSIDERATION AND APPROVAL OF COMMUNITY MURAL DESIGN FOR THE UPCOMING MAJOR SPORTING EVENTS

Mayor Olmos announced the item, and Ariana De La Cruz, Director of Community Development, provided a report.

Staff was directed to make revisions including moving the American flag above the other flags, adding skeet shooting to represent the Olympic event happening in the City, making the font of South larger than the font of El Monte, change the mountains depicted as the San Gabriel Valley mountains, and to look into other local events that will be occurring that could be added to the mural.

10.k. CONSIDERATION AND APPROVAL OF THE 2026 BAND PERFORMANCES FOR THE NIGHT MARKETS AND FOURTH OF JULY CELEBRATION

Mayor Olmos announced the item, and Ariana De La Cruz, Director of Community Development, provided a report.

Staff was directed to select Steel Rod, the Flashbax, and Pulp Vixen as alternative bands if the approved bands' availability changes.

Motion by Councilmember Acosta, seconded by Councilmember Delgado, to approve the proposed 2026 Night Markets and Fourth of July Celebration band performances. Motion passed 5-0, by the following vote:

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

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10.l. CONSIDERATION AND APPROVAL OF COMMUNITY MURAL DESIGN FOR THE CITY HALL ENTRY WALL WEST OF CENTRAL AVE

Mayor Olmos announced the item, and David De Vries, Director of Economic Development, provided a presentation.

Discussion topics included changing the colors of either theme #2 or #3, adding more of the local landmarks, making sure South is bigger than El Monte, adding the City logo, the mural being on the driveway and entrance side, and asking local companies if they would donate in exchange for their name included in the design.

10.m. APPROVAL OF RESOLUTION NO. 26-011, AUTHORIZING THE FUNDING OF WATER MAIN EXTENSION ON SANTA ANITA AVENUE AND PAYMENT OF $510,000 TO SAN GABRIEL VALLEY WATER COMPANY AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING REIMBURSEMENT REQUIREMENTS FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE ("PROPERTY")

This item was heard before General Business.

11. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Rodriguez announced he attended the following: the 693rd Quartermaster Company Deployment Ceremony.

Councilmember Delgado announced he had nothing to report.

Mayor Pro Tem Bojorquez announced he attended the following: the 693rd Quartermaster Company Deployment Ceremony, and the Senior Center Valentine Luncheon.

Councilmember Acosta announced he attended the following: the Temple Station Sheriff's Outreach Foundation Gala and Awards Ceremony.

Mayor Olmos announced she attended the following: the Senior Center Valentine Luncheon, and the Temple Station Sheriff's Outreach Foundation Gala and Awards Ceremony.

12. CORRESPONDENCE

12.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS, MARY VAN DYKE PARK COMMUNITY ROOM, SENIOR CENTER DINING ROOM, CONSIDERATION TO WAIVE THE PARK LIGHTING FEES, AND CONSIDERATION TO WAIVE THE FEES FOR THE INSTALLATION AND TEAR DOWN OF FIELD FENCES

This item was heard before General Business.

13. COUNCILMEMBERS' AGENDA

13.a. COUNCILMEMBER HECTOR DELGADO

1. Discussion/Action/Direction on funding for infrastructure projects that have the potential for our city to benefit.

Councilmember Delgado summarized his item and referenced action taken earlier in the meeting that will attract future development and retailers that are going to come to the City to bring in revenue.

2. Discussion/Action/Direction on supporting our South El Monte High School CSF program in the amount of $500.00.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to donate $500 to the South El Monte High School California Scholarship Federation program. Motion passed 5-0, by the following vote:

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

3. Discussion/Action/Direction on the Brewers Baseball application for waiver of fees.

Councilmember Delgado summarized his item and stated for the record, "This organization has provided a number of outstanding athletes who have attended South El Monte High School, but more importantly, outstanding young men, and I'd like us to see to continue to work with this organization."

Other discussion topics included all baseball organizations working collectively in figuring out a schedule, the status of the Brewers Baseball application, the Brewer's inquiry of total costs per month and per season, their value to the community, the application process and meeting criteria to protect residents, enforcing policy, the Brewers donations vs. field damage, prioritizing South El Monte teams and working around them first, other sports organizations that have regional players instead of City players (ex: AYSO), the Brewer's contributions to South El Monte High School CIF finalists, and requiring the financials for all sports teams to justify where all the waivers savings are going due to parents' complaints of high sign-up costs.

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At 10:00 p.m., by consensus, Mayor and City Council extended the meeting.

Motion by Councilmember Delgado, seconded by Councilmember Acosta, to waive the light fees pending their application submission.

Substitute Motion by Mayor Pro Tem Bojorquez, seconded by Councilmember Rodriguez, to continue the item until an application is received to know what is being waived and to discuss if a waiver should be allowed. Substitute motion passed 3-2, by the following vote:

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

14. CLOSED SESSION

At 10:02 p.m., Mayor and City Council recessed into Closed Session.

14.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Pursuant to Government Code Sections 54956.9(d)(2): one matter

At 10:40 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 14.a., a report was provided, feedback was given, no reportable action.

15. ADJOURNMENT

There being no further business coming before this body, at 10:41 p.m., Mayor Olmos adjourned the meeting in Memory of Blanca Figueroa, former Mayor, and Billy Trujillo, a lifelong resident, to a Regular City Council Meeting on Tuesday, March 3, 2026, at 6:00 p.m.

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

_____ _____

Adrian Garcia, MMC, City Clerk Gloria Olmos, Mayor

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City Council Agenda Report

Agenda Item No. 10.a.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: CONSIDERATION AND APPROVAL OF A REAL ESTATE INVESTMENT FUND (REIF) AND MANAGEMENT PLAN

SUMMARY: The Real Estate Investment Fund (REIF) strategic framework prioritizes "Community Activation Use," focusing on the acquisition and improvement of distressed or underutilized parcels to create community hubs and attract investment. By utilizing debt financing and a "Net Cost" accounting model, the City can leverage this initial investment through financing to build a diversified portfolio of revenue-generating and civic assets while ensuring long-term property appreciation and tax-based growth. City staff proposes that the REIF be seeded with five million dollars ($5,000,000) transferred from the General Fund balance reserves and managed internally with City Council approving acquisitions, sales, and major expenses with semi-annual reports on progress maintaining transparency, accountability, and alignment with community priorities.

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

1. Real Estate Investment Fund (REIF) Management Plan; and
2. Establishment of the Real Estate Investment Fund (REIF) seeded with $5 million transferred from the General Fund balance reserves.

FISCAL/FINANCIAL IMPACT: $5 million will be transferred from the General Fund balance reserves to the newly created Real Estate Investment Fund (REIF).

DISCUSSION: Staff is seeking Council consideration related to the "when" and "why" to purchase property under the specified circumstances and within the allocated budget. The **Real Estate Investment Fund (REIF) Management Plan** (Attachment A) is a strategic framework designed to utilize a designated Special Revenue Fund for the acquisition and leasing of real estate assets that are 1/2 acre or less. Unlike private sector investments driven by "Highest and Best Use," this platform prioritizes "Community Activation Use" to secure long-term asset appreciation while fulfilling vital public purposes.

- **Market Gap:** Traditional investors often overlook assets that do not maximize immediate profit and cash flow.
- **The Activation Model:** The City will prioritize acquisitions that act as "catalysts." By investing in underutilized or distressed sites, the City "activates" the area, fostering economic development and increasing the value of surrounding private properties, thereby strengthening the long-term property tax base. This includes conducting improvements and leasing spaces to tenants at a reasonable rate to allow the City to coordinate a tenant mix that drives the desired outcome (e.g., vision, goals, objectives, policies) for the area. Improvements will result in equity increases in property values that may be both above and below the actual costs of the improvements, but that these improvements and the forthcoming tenant mix will incentivize other investment in the surrounding area, resulting in further increases in property values for the acquired assets. The City's designated portion of retail sales tax is two percent (2%) and providing additional retail sales as well as property improvements through property valuation and property tax equates to increased direct financial long-term revenue for the City.

While traditional municipal reserves are held in liquid, low-yield instruments, real estate serves as a premier hedge against inflation. Over the last 50 years, real estate has proven to be a resilient, appreciating asset class ranging between 4.2 and 5 percent appreciation. This excludes equity built through financing existing loans, property improvements, increasing equity, and leases that can provide revenue.

This REIF allows the City to benefit from the appreciation of tangible assets while ensuring that the City's reserves remain in highly liquid, traditional financial instruments. The REIF cap of $5 million limits the City’s net exposure**.** When an asset generates revenue (Lease + Tax) and has associated costs (Debt Service + Operations), only the Net Cost for the asset is calculated against the REIF. This allows the City to leverage financing and revenue to purchase more assets than traditional cash purchases. Financing debt shall be preferred as feasible to maximize the purchase of multiple assets.

To ensure a diversified and impactful portfolio, investments will be focused on the following sectors involving small-scale lots not to exceed 1/2 acre in lot area:

- **Designated Districts (e.g., Arts District, Entertainment District, Innovation District, Historic Downtown):** Creating and preserving cultural and tourism hubs by acquiring commercial property (both industrial and retail) to activate and implement a district vision (e.g., conversions into restaurants, retail, makers, studio and gallery spaces) and to prevent the displacement of the creative economy.
- **Commercial Retail Areas:** Acquisition of distressed commercial areas (both industrial and retail) to curate essential and desired land uses (e.g., restaurants, retail, grocery stores, maker spaces) and provide affordable space for local entrepreneurs (e.g., small-business centers, coworking spaces, incubators, chefs, brewers).
- **City Parks & Open Space:** Strategic acquisition of land to address park deficiencies and improve community health.

- **Civic Facilities:** Development of multi-generational centers and community hubs that anchor neighborhoods (e.g., museum, library, amphitheater, art gallery, higher education, hospitals, park facilities in shopping areas).

To ensure the City maintains fiscal responsibility and adequate liquidity for emergency operations and debt service, the City shall maintain a cash balance of no less than 20 percent of the original $5 million, which equates to $1 million at any given time to ensure the ability to cover debt obligations and improvements during market downturns. An independent audit will be conducted per current policy to review the financial statements of the fund prepared by management of the Finance Department. Management was provided guidance and input from its independent auditor to create this Special Revenue Fund under best practices. The REIF complies with the City's Investment Policy and the Municipal Code.

ATTACHMENT(S):

A. Real Estate Investment Fund Management Plan

CITY OF SOUTH EL MONTE

OFFICE OF ECONOMIC DEVELOPMENT

2026 REAL ESTATE INVESTMENT FUND (REIF)

MANAGEMENT PLAN

City of South El Monte, 1415 Santa Anita Ave, South El Monte, CA 91733, CityOfSouthElMonte.org

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REIF Fund Management Plan

I. Governance & Administration

The City of South El Monte shall serve as the primary administrator of the Real Estate Investment Fund (REIF), with oversight provided by the following entities:

- **Fund Administrator:** The City Manager (or designee) shall oversee day-to-day operations, property selection, negotiation of terms, property improvements, and leases.
- **Fiscal Oversight:** The Finance Department shall manage the **$5 million or $5M initial General Fund reserve transfer**, handle debt service payments, and provide semi-annual financial reporting on the "Net Cost" of each asset (Performance Report).
- **Legislative Authority:** The City Council retains final approval for all property acquisitions, financing agreements, and the eventual disposition (sale) of assets. The City Council will approve all expenses greater than City Manager's authority.

II. Operational Framework

To maintain the fund's revolving nature, the City will adhere to a **"Purchase-Activate-Harvest"** cycle:

1. **Acquisition:** The City will target the purchase of properties less than ½ acre in lot area that can be improved and leased in accordance with the vision and goals of the underlying zone supporting and potentially creating an area of investment and a community hub. Initially, the City will focus on revenue generating assets (e.g., restaurants, retail, maker spaces) that can be sold to replenish the funds giving back the asset to private investors with tenants secured in the hopes that the established tenants will be maintained allowing the City to continue its pursuit of asset activation on additional properties. Later purchases can include non-revenue generating assets provided the losses will not result in a REIF less than 20% over time (liquidity floor). To ensure a diversified and impactful portfolio, investments will be focused on the following sectors:
    - Designated Districts (e.g., Arts District, Entertainment District, Innovation District, Historic Downtown): Creating and Preserving cultural and tourism hubs

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by acquiring commercial property (both industrial and retail) to activate and implement a district vision (e.g., conversions into restaurants, retail, makers, studio and gallery spaces) and to prevent the displacement of the creative economy.

    - Commercial Retail Areas: Acquisition in distressed commercial areas (both industrial and retail) to curate essential and desired land uses (e.g., restaurants, retail, grocery stores, maker spaces) and provide affordable space for local entrepreneurs (e.g., small-business centers, coworking spaces, incubators, chefs, brewers).
    - City Parks & Open Space: Strategic acquisition of land to address park deficiencies and improve community health.
    - Civic Facilities: Development of multi-generational centers and community hubs that anchor neighborhoods (e.g., museum, library, amphitheater, art gallery, higher education, hospitals, park facilities in shopping areas).

2. **Improvement:** Tenant improvements (TIs) and site "activation" (e.g., conversions to restaurants, incubators, or civic or creative spaces) shall be paid by REIF capital or through equity financing when applicable.
3. **Revenue Capture:** Lease, incremental tax, and other revenues are funneled back into the REIF to offset debt service and operating expenses.
4. **Strategic Harvest:** Assets are sold to private investors once stabilized (typically Year 5–10) to replenish the fund's liquidity, capture equity gains, and invest and improve additional properties.

III. Fiscal Guardrails & Liquidity Management

The fund is governed by a **20% Liquidity Floor** to protect the REIF:

- **Maximum Exposure:** The REIF is capped at a **$5 million net exposure**. While the total portfolio value may exceed this, the "Net Cost" (Annual Debt + OpEx - Revenue) across all active projects must not reduce the REIF to below $1 million (20% of the REIF initial portfolio value aka Liquidity Floor).

- **Cash Reserves:** The City shall maintain a cash balance of no less than 20% of the original $5 million ($1 million) at any given time to ensure the ability to cover debt obligations and improvements during market downturns.
- **Financing Preference:** Fixed-rate financing (15-year amortization) is the preferred methods to maximize leverage and number property improvements and allow for simultaneous district-wide activations.

To calculate the Net Cost for a specific property asset, the following calculation shall be utilized:

Net Cost = **Annual Debt Service** (Purchase & Financing Expenses + Annual Operating Expenses) minus **Gross Revenue** (Gross Lease Revenue + Incremental Tax Revenue including property and sales taxes)

- **If the result is positive:** That amount is "deducted" from the available REIF.
- **If the result is negative (Profit):** That amount is "added" to the available REIF meaning that the asset is more than "self-sustaining" and adds to the City's REIF rather than consuming it.

Further, the goal is to maintain a cash balance (excluding equity) in the REIF between 20 and 100% of the original REIF balance despite equities over time the REIF balance may exceed tens of millions of dollars.

IV. Legal & Compliance Standards

As administrator, the City will ensure all activities comply with California state law:

- **Surplus Land Act (SLA):** Before any qualifying asset is sold or leased for more than 15 years, the City will follow SLA noticing requirements, prioritizing affordable housing or park space where applicable.
- **Public Purpose Doctrine:** All investments must be documented as "Community Activation Use," prioritizing economic development, blight removal, or public service over pure speculative profit.
- **Transparency:** A semi-annual REIF Performance Report will be presented to the public, detailing the portfolio’s net fiscal position, equity growth, and community impact metrics.

V. REIF 30-Year Goal

The REIF 30-year goal sets forth a five-year recurring program of purchasing, rehabilitating, leasing and selling real estate assets. Initial purchases will focus on two properties and approximately doubling these property purchases every five years with the goal of improving 100 properties over a 30 year time frame. See summary table below.

30-Year Acquisition Summary Table

Year	Properties Purchased (New)	Cumulative Properties Improved	Properties Sold	Active Properties	Cumulative REIF Burn (A)	Cumulative Harvested Profit (B)	Net REIF Balance ($5M - A + B)	Total Portfolio Value
1	2	2	0	2	$500k	$0	$4.5M	$6.24M
5	4	6	2	4	$2.1M	$1.25M	$4.15M	$14.6M
10	6	12	4	8	$4.8M	$3.85M	$4.05M	$42.6M
15	10	22	8	14	$8.8M	$9.5M	$5.7M	$108.1M
20	18	40	15	25	$15.2M	$23.5M	$13.3M	$230M
25	25	65	25	40	$23.5M	$52M	$33.5M	$435M
30	35	100	45	55	$35M	$112M	$82M	$715M

By utilizing **Financing**, the City can leverage its REIF balance to support a larger portfolio of properties. For example, a $5 million reserve limit could support a hand full of purchases over 30 years utilizing cash purchases and revenue generated thereafter ($3 million for 1 property, balance is $2 million of original $5 million; $70,000 per year in revenue requires 14+ years to have the $1 million needed to purchase the second property unless the first property is sold), or it could provide the "debt service coverage" for nearly 100 financed property assets over 30 years. This allows the City to activate multiple community hubs and districts over a 30 year timeframe, creating sustainable significant placemaking and a compounding community benefit effect on the city-wide tax base that a hand full of cash-purchased assets cannot achieve.

Example: Financed Industrial-to-Restaurant Conversion

A. Annual Costs "Financing & OpEx" (Total Costs)

- **Total Capital Investment:** $3,000,000 or $3M ($1.5M Purchase + $1.5M Tenant Improvement Conversion Cost)
    - **Property Acquisition:** $1.5M at **6.0% Fixed Interest**.
    - **Tenant Improvements (TI):** $1.5M at **7.0% Fixed Interest** (reflecting higher risk/unsecured nature).
- **Blended Debt Service:** Approximately **$320,000 annually** including **Operating Expenses (Maintenance/Admin):** Est. 5% of lease = **$2,400**.

B. Annual Revenue "Off-set" (Total Revenue)

- Lease Revenue: $4,000/mo = $48,000
- Sales Tax Revenue: $20,000
- Property Tax (City Share): $2,000
- **Total Annual Revenue: $70,000**

C. Net REIF Calculation

$70,000 (Total Revenue) - $320,000 (Total Costs) = - $250,000

Summary: This $3 million investment requires an estimated annual REIF expenditure of **$250,000**. Assuming the total REIF is $5 million. This project would consume 5% ($250,000 / $5 million) of allowed REIF capacity based on Net Cost. This scenario assumes $0 as a down payment with 100% debt financing.

Core Financial Assumptions

- **Loan Term:** 15 Years (Full Amortization).
- **Payoff Date:** 180 months from Year 1, Month 1 (e.g., **December 2040**).

Industrial-to-Restaurant Conversion Scenario Pay-Off Summary Table

Year	Annual Debt	Total Revenue	Annual "Burn" or Draw on $5M	Cumulative REIF Used (A)	Net Equity Built (B)	Net Fiscal Position (B - A)
1	$320,000	$70,000	$250,000	$250,000	$260,000	+$10,000
2	$320,000	$72,060	$247,940	$497,940	$532,800	+$34,860
3	$320,000	$74,185	$245,815	$743,755	$819,592	+$75,837
4	$320,000	$76,377	$243,623	$987,378	$1,121,076	+$133,698
5	$320,000	$78,639	$241,361	$1,228,739	$1,438,459	+$209,720
6	$320,000	$80,972	$239,028	$1,467,767	$1,771,957	+$304,190
7	$320,000	$83,380	$236,620	$1,704,387	$2,122,795	+$418,408
8	$320,000	$85,865	$234,135	$1,938,522	$2,491,707	+$553,185
9	$320,000	$88,430	$231,570	$2,170,092	$2,879,935	+$709,843
10	$320,000	$91,077	$228,923	$2,399,015	$3,288,733	+$889,718
11	$320,000	$93,810	$226,190	$2,625,205	$3,718,362	+$1,093,157
12	$320,000	$96,632	$223,368	$2,848,573	$4,172,097	+$1,323,524
13	$320,000	$99,545	$220,455	$3,069,028	$4,649,221	+$1,580,193
14	$320,000	$102,554	$217,446	$3,286,474	$5,152,029	+$1,865,555
15	$320,000 (paid off)	$105,662	$214,338	$3,500,812	$5,402,831	+$1,902,019

The "Fixed Payoff" Advantage

- Debt Elimination: Because the goal will be to have every loan to have a fixed 15-year payoff date, the City's earlier acquisitions become highly profitable starting in Year 16. These properties stop drawing from the reserve and begin contributing 100% of their rent/tax revenue back into the fund.
- Strategic Harvest: By selling at Year 5, the City is selling while the loan is still in its "interest-heavy" phase, but after the property has seen its largest jump in value (the

"Activation Jump"). This captures the maximum Equity Harvest ($1.25 million) to refill the $5 million liquidity pot.

- Interest Rate Shield: By assuming 6% and 7% rates now, the model remains conservative. If the City secures lower municipal bond rates (e.g., 4%), the "Burn" slows down even further, allowing for a faster acquisition pace.
- **By utilizing a 15-year amortization with a fixed payoff date of 2040, the City ensures that every property activation has a defined 'liquidity exit' if needed. Later assets can be less revenue oriented (e.g., parks, museums, art galleries) since the reserve allocation for real estate can far exceed the $5 million as shown in the Table below. This strategy allows the City to improve numerous properties over 30 years without ever exceeding the initial $5 million debt-service liquidity cap. This model shows property sales prices as mostly static, however, the number of property purchases may be higher or lower depending largely on changes in purchase costs/resale prices, revenue/burn rate, construction costs, interest rates and regulatory initiatives such as the Surplus Lands Act.**

The Comparative Accounting Models

When comparing an all-cash purchase to a financed purchase with the REIF, the primary difference lies in how the REIF balance is consumed. An **all-cash purchase** hits the REIF balance quickly building equity immediately, whereas **financing** spreads the "charge" against your reserves over decades, allowing the City to activate more projects simultaneously while building equity over time.

The Cash Model (Asset-Based Charge)

In a cash model, the entire purchase price is "moved" from liquid assets (cash/bonds) into a non-liquid asset (real estate: 1 to 12 month resale timeframe).

- **REIF Impact:** The full **$3 million** is immediately deducted from the REIF balance.
- **Benefit:** No interest expense; 100% of the lease and tax revenue is "profit" that flows back into the REIF.

The Financing Model (Cash-Flow-Based Charge)

In the financing model, the REIF is not used to buy the property; it is used as a "safety net" to guarantee the annual debt payments.

- **REIF Impact:** Only the **Net Annual Deficit ($250,000)** is deducted from the REIF balance.
- **Benefit:** Extreme "leverage." You can control a $3 million asset while only "using" $250k of your regulatory cap allowing the City to purchase numerous properties over time while building equity.

Side-by-Side Comparison

Feature	All-Cash Purchase	Financed (20-Yr Municipal Bond)
Initial REIF Balance Hit	**$3,000,000**	**$0** (Initial)
Annual REIF "Charge"	$0 (The capital is already gone)	**$250,000** (Net Debt + OpEx - Revenue)
Net Annual Revenue	**+$70,000** (Direct Profit)	**($250,000)** (Annual Net Cost)
Project Capacity	**Low.** One $3M project might max out the REIF	**High.** Potentially fund 100+ similar projects under the same cap over 30 years
Risk Profile	Low interest risk; High liquidity risk	Low liquidity risk; Moderate interest/debt risk

While an All-Cash Purchase eliminates interest costs, it "locks up" significant municipal capital in a single location. For a city focusing on community activation, the goal is often to spark change across multiple districts (Arts, Parks, Retail) simultaneously.

City Council Agenda Report
Agenda Item No. 10.b.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: ALLOCATION OF ADDITIONAL FUNDING FOR THE CITY'S ELDERLY NUTRITION PROGRAM

SUMMARY: The City's Elderly Nutrition Program provides essential congregate and home-delivered meals to residents aged 60 and older. Due to a combination of rising food costs, increased participation, and a reduction in external grant reimbursements, current funding is projected to be exhausted before the end of the fiscal year. The request of $75,000 is necessary to maintain current service levels and avoid the implementation of a waitlist or reduction in meals served to the seniors.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the following two options:

1. Allocate additional funding in the amount of $75,000.00 from the General Fund to the Elderly Nutrition Program; or
2. Direct staff to reduce the number of meals served daily.

FISCAL/FINANCIAL IMPACT: If Option #1 is approved by the City Council, the City's General Fund will transfer $75,000.00 to the Older American Act Fund in FY 2025/2026.

DISCUSSION: The Elderly Nutrition Program serves as a critical lifeline for vulnerable seniors, addressing food insecurity and promoting independence. Historically, the program has been funded through a combination of federal Older Americans Act (OAA) grants, state funds, and city contributions. The City has provided lunch meals for seniors over the age of 60 and disabled individuals through the Congregate Meals Program and the Home-Delivered Meals Program (collectively "Programs") for over thirty years.
The Board of Supervisors approved the County to enter the Elderly Nutrition Program Subaward ENP242509 with the City with the purpose of utilizing baseline funding to provide contracted OAA Title III C-1, OAA Title III C-2, and Title III B services for FY 2025/2026. The subaward total for FY 2025/2026 is currently $380,000. In recent months, the Senior Services Division has experienced a significant increase in participation, an increase in the average cost per meal, and county and federal sources

have not kept pace with these rising operational costs. In FY 2023/2024 and 2024/2025, the County provided additional funding through the Modernization of Older Americans Act to supplement the costs accrued from the increased number of participants. This year, the City requested additional funding, however the county exhausted available funding to support countywide Elderly Nutrition Programs. Without the requested $75,000, the City projects it will exhaust all County funding by April 2026 and will be forced to implement cost-saving measures starting in April, including reducing the number of meals served daily.

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 10.c.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: CONSIDERATION OF RESOLUTION NO. 26-019, APPROVING AMENDMENT 3 TO AGREEMENT WITH DUDEK FOR CONSULTING SERVICES FOR THE GENERAL PLAN - ENVIRONMENTAL IMPACT REPORT (EIR) FOR ARTS DISTRICT INDUSTRIAL WEST

SUMMARY: A consultant is needed to prepare an Environmental Impact Report (EIR) for the Arts District Industrial West overlay. The City is currently engaged with DUDEK for the environmental review of several General Plan Elements including the Housing Element. While the primary deliverables by DUDEK have been completed, the contract remains open and active. Staff recommends utilizing this existing agreement to prepare the required Environmental Impact Report (EIR) for the Arts District Industrial West area for cost savings, demonstrated competence, streamlined process, technical continuity, and no net loss compliance.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-019, approving Amendment 3 (Attachment A) to the agreement with Dudek for consulting services for the General Plan - EIR for Arts District Industrial West, for an amount not to exceed $165,000.

FISCAL/FINANCIAL IMPACT: This item is budgeted in the Fiscal Year 2025-26 General Fund (01-140-1430-5215) and will be paid out of this account.

DISCUSSION: On December 8, 2020, the City Council approved an agreement with Dudek for consulting services to update the Housing Element and prepare the Safety and Environmental Justice Elements of the City's General Plan (Attachment B). These Elements of the General Plan were accepted and adopted by the City Council on October 21, 2021.

On January 20, 2026, the City Council provided direction to staff to create an arts district in the industrial corridor generally centered by Chico Avenue and Rush Street (Alternate 1 - Industrial West). The staff report and presentation outlined examples, alternative

locations, and allowable uses. The Arts District overlay will be designed to reflect the following preliminary objectives:

- Stimulate Revitalization: Turning an industrial corridor into an "Instagrammable" destination and community hub where wholesalers, manufacturers, and distributors can thrive with maker spaces, retailers, restaurants, galleries, hotels, and housing.
- Support Local Makers: "Buy Local" and support existing maker spaces (e.g., manufacturers and wholesalers) and encourage retail sales (e.g., breweries, apparel, food and artisanal products).
- Celebrate Heritage: Using art to tell the story of South El Monte's and San Gabriel Valley's past, present, and future through community involvement and cross-marketing opportunities of local businesses and artists.
- Encourage Connectivity: Creating an event-oriented, walkable, bikeable district with unique food and beverage opportunities with physical paths from our neighborhoods to this creative community hub.

The City has engaged Dudek for the environmental review of the Arts District based on their recent relevant experience with the General Plan updates and associated data and resources. The scope of work provided by Dudek in the proposed resolution (Attachment 3) reflects the preparation of an Environmental Impact Report (EIR). The EIR is more legally defensible than a Mitigated Negative Declaration and developers within the Arts District boundary can rely upon the EIR's findings and mitigation measures for environmental compliance provided their proposal is consistent with the standards and allowable uses within the newly created overlay for the Arts District. For these reasons, staff is recommending that Dudek prepare the EIR for the overlay. The overlay development standards and allowable uses will be prepared after the public comment period ends in April 2026 (including a public open house and coloring contest for April 9, 2026) as a part of the environmental noticing requirements. This provides staff the opportunity to incorporate any comments received from community stakeholders into the plan as a part of its implementation.

While the primary deliverables by Dudek for the General Plan updates have been completed, the contract remains open and active. Staff recommends utilizing this existing agreement to prepare the required EIR for the Arts District. Amending the existing, active contract is more efficient than a formal RFP process for the following reasons:

Cost Savings:
The consultant has already established the environmental baselines (traffic, air quality, noise) for the City. Utilizing a new firm would require redundant data collection and increased costs to the City.

Demonstrated Competence:
The consultant delivered requested items at a quality and duration acceptable by staff as a part of past contract experience with the City.

Streamlined Process:
Since the current contract remains open, the City can immediately authorize the new scope of work via amendment, bypassing the one to three month delay of a new solicitation while ensuring the project remains on its expedited timeline.

Technical Continuity and No Net Loss Compliance:
The Arts District project involves proposed land use amendments and potential upzoning to allow for additional high-density housing units. Because Dudek is the firm of record for the City's recent General Plan updates, they possess the specific technical data required to ensure the Arts District overlay complies with California's "No Net Loss" Law (Government Code § 65863). The consultant will provide data-driven recommendations to ensure that any rezoning within the Arts District is balanced with the City's existing Sites Inventory, preventing the City from falling out of compliance with State housing mandates.

Administrative and Fiscal Efficiency:
Under South El Monte Municipal Code Section 3.16.070, professional services are not required to go to bid through a request for proposals. This contract would be awarded based on cost savings, demonstrated competence, streamlined process, technical continuity, and no net loss compliance.

ATTACHMENT(S):

A. Resolution No. 21-63, Sixth Cycle Housing Ekement
B. Reso Draft w Amendment 3 & Exhibit A - Dudek - Consulting to Update Housing, Safety, and Environmental Justice Elements

ATTACHMENT A

RESOLUTION NO. 21-63

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING A NEGATIVE DECLARATION AND APPROVING A GENERAL PLAN AMENDMENT NO. 21-01 FOR THE 2021-2029 HOUSING ELEMENT AND PUBLIC HEALTH AND SAFETY ELEMENT WITH ENVIRONMENTAL JUSTICE ELEMENT

WHEREAS, the City of South El Monte ("City") is required to adopt an eight-year update to the Housing Element Sixth Cycle;

WHEREAS, the State of California requires every municipality to periodically update the Housing Element of its General Plan to review the housing needs of the community and revise its policies, programs and objectives to address those needs. The California Department of Housing and Community Development ("HCD") reviews the Housing Element prior to adoption, and HCD is required to issue findings regarding whether, in its opinion, the element complies with the requirements of state law;

WHEREAS, the State of California requires every municipality to update their Safety Element along with the Sixth Cycle Housing Element if it was not recently updated. Another requirement is upon the adoption of two elements of the General Plan, an Environmental Justice Element must be created if the City is considered a Disadvantaged Community (DAC). With the last adopted Safety Element being in 2000 and the City being considered a DAC, these two elements were combined into the Public Health and Safety Element to be adopted with the Housing Element;

WHEREAS, a public hearing was held before the Planning Commission on September 21, 2021 which recommended that City Council adopt General Plan Amendment and Negative Declaration. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, a public hearing was held before the City Council on October 12, 2021 to consider the proposal. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact. Accordingly, the City prepared a Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Negative Declaration was posted for the period of August 30, 2021 through September 19, 2021. Pursuant to Section 15074(b) of said Guidelines, the Planning Commission independently reviewed and considered the contents of the initial study and the

negative declaration prior to deciding whether to approve the proposed General Plan amendment.

Section 2. The City Council of the City of South El Monte hereby adopts the Negative Declaration and General Plan Amendment for adoption of the Housing Element and Public Health and Safety Element.

Section 3. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination. Based on the record of the proceeding, the City Council hereby finds as follows:

1. In accordance with Government Code Section 65585, the City Council has reviewed the findings of HCD and finds that the Draft 2021-2029 Housing Element has been revised to fully address each of the findings made by HCD;

2. The proposed General Plan Amendment updating the Housing Element and Public Health and Safety Element is necessary to comply with State law and is consistent with the General Plan;

3. The proposed General Plan amendment to the Housing Element and Public Health and Safety Element with Environmental Justice Element is in accordance with State law requirements. The proposed General Plan amendment will not create or result in any significant impacts to the General Plan, Zoning Code, nor be in conflict with any applicable environmental plans or policies, be incompatible with existing land uses, affect agricultural resources, or disrupt the physical arrangement of the established community. Therefore, there will be no significant land use or planning impacts associated with this project;

4. The proposed General Plan amendment will consider updated population, employment and housing statistics. However, there will be no significant impacts to the regional or local population projections, nor induce substantial growth in the City, nor displace existing housing (especially affordable housing) as the proposed General Plan amendment stresses the creation of new housing stock, the rehabilitation of existing housing units, and the conservation and preservation of existing housing units, all of which are consistent with the estimated growth of the City as identified in the General Plan;

5. The proposed General Plan amendment does not include any physical modifications or alterations of the existing land or structures. Any physical modifications or alterations to existing land and/or structures as a result of the amendment's objectives will be addressed through separate environmental analysis consistent with CEQA. As such, the General Plan amendment does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Further, for this reason, the proposed General Plan amendment does not have impacts that are individually limited but cumulatively considerable, nor have environmental effects that would cause substantial adverse effects on human beings, directly or indirectly; and

6. For reasons discussed in the Initial Study, which is incorporated herein by reference, the General Plan amendment would not have any potential to achieve short-term, to the disadvantage of long-term, environmental goals, nor would the project have impacts which are individually limited, but cumulatively considerable.

Section 4. The City Council authorizes staff to make non-substantive changes to the Housing Element as necessary to make it internally consistent, compliant with HCD requirements, and in conformity with the final City Council action on the project. Should HCD require substantial changes to the Housing Element adopted herein, staff shall bring such changes back to City Council for review and adoption.

Section 5. Any interested party may appeal this decision to the City Council pursuant to Section 17.22.110 of the South El Monte Municipal Code. The time within which judicial review, if available, of the City Council's decision must be sought is governed by Section 1094.6 of the California Code of Procedure and Section 1.24.010 of the South El Monte Municipal Code, unless shorter tie is provided by other applicable law.

PASSED, APPROVED AND ADOPTED this 12th day of October 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-63 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on October 12, 2021 and that said Resolution was adopted by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos
NOES: None.
ABSENT: Councilmember(s): Delgado

Donna G. Schwartz, City Clerk

ATTACHMENT B

RESOLUTION NO. 26-019

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING AMENDMENT 3 TO THE CONTRACT WITH DUDEK FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT, AND CREATE THE SAFETY, AND ENVIRONMENTAL JUSTICE ELEMENTS OF THE CITY'S GENERAL PLAN PREPARING AN ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE ARTS DISTRICT INDUSTRIAL WEST

WHEREAS, On December 8, 2020, the City Council approved an agreement with Dudek for consulting services to update the Housing Element and prepare the Safety and Environmental Justice Elements of the City's General Plan (the "AGREEMENT"). These Elements of the General Plan were accepted and adopted by the City Council on October 21, 2021. While the primary deliverables by Dudek for the General Plan updates have been completed, the AGREEMENT remains open and active; and

WHEREAS, the AGREEMENT is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, on January 20, 2026, the City Council provided direction to staff to create an arts district in the industrial corridor generally centered by Chico Avenue and Rush Street (Alternate 1 - Industrial West); and

WHEREAS, the City of South El Monte requires consultant services for preparation of an EIR for the creation of an arts district in the industrial corridor generally centered by Chico Avenue and Rush Street (Alternate 1 - Industrial West); and

WHEREAS, the City seeks to enter into an agreement with Dudek, in an amount not to exceed $165,000, for the preparation of the EIR as an amendment (AMENDMENT 3) the AGREEMENT; and

WHEREAS, the Parties further wish to extend the term of the services provided under the AGREEMENT by one (1) year; and

WHEREAS, the execution of AMENDMENT 3 was approved by the City Council of the City of South El Monte at its Regular Meeting held on March 17, 2026, under Agenda Item No. 10.c.

WHEREAS, the City Council wishes to authorize the City Manager, or his designee, to execute a contract with DUDEK, for such services; and

WHEREAS, under South El Monte Municipal Code Section 3.16.070, professional services are not required to go to bid through a request for proposals. This contractual amendment would be awarded based on cost savings, demonstrated competence, streamlined process, technical

continuity, and no net loss compliance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

Section 1. The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. Section 1.8 of the AGREEMENT allows for additional services and is hereby amended to increase the Not-to-Exceed Sum **an additional ONE HUNDRED AND SIXTY-FIVE THOUSAND DOLLARS ($165,000)**. The City Council hereby authorizes the City Manager, or his designee, to execute AMENDMENT 3 to the AGREEMENT with Dudek, in an amount not to exceed $165,000 and subject to approval as to form and content by the City Attorney's Office.

Section 3. the term of the services of the AGREEMENT is hereby extended by one year from the date of execution of the AMENDMENT 3 to the AGREEMENT to March 17, 2027; and

Section 4. Except as specifically amended by this AMENDMENT 3, all other provisions of the AGREEMENT shall remain binding and in full force and effect. This AMENDMENT 3, together with the AGREEMENT, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

Section 5. In the event of any conflict or inconsistency between the provisions of this AMENDMENT 3 and the provisions of the AGREEMENT, the provisions of this AMENDMENT 3 shall control, but only in so far as such provisions conflict with the AGREEMENT and no further.

Section 6. The City Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

Section 7. This Resolution shall take effect immediately upon its adoption.

Section 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of South El Monte this 17th day of March, 2026.

IN WITNESS THEREOF, the Parties hereto have executed this AMENDMENT 3 on the day and year shown above.

_____

Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

CERTIFICATION

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-019, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 17th day of March 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Adrian Garcia, MMC, City Clerk

Cover Letter AMENDMENT 3 TO AGREEMENT

March 11, 2026

Proposal for Housing, Safety and Environmental Justice Element Update Services – Change Order 1 Arts District Overlay

Attention: David De Vries, Director of Economic Development
C/o Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, California 91733

Subject: Consulting Services for the City of South El Monte's Housing, Safety and Environmental Justice Element Update – Change Order #1 – Arts District Mixed-Use Overlay

Dear Mr. De Vries,

Dudek appreciates the opportunity to present our proposal for Change Order #1 to the City of South El Monte (City's) Housing, Safety and Environmental Justice Element Update Project. As described in more detail below, this Change Order No. 1 covers the continued provision of CEQA services, specifically the preparation and support required for the Arts District Mixed-Use Overlay.

Our understanding of the project is based on the information provided through discussions with City staff, review of project materials provided by the City, and our extensive experience working on similar projects. Dudek understands the City is proposing an Arts District with a Mixed-use Overlay within the City's west industrial area (proposed project or project). The 215 acre proposed project area would allow for retail, restaurants, maker spaces (e.g., breweries, retail manufacturing), office, and hotel. The proposed project would also upzone an approximately 50-acre area currently zoned for industrial for mixed-use opportunities including housing especially for artists, veterans, seniors, large families, and affordable market-rate housing which would provide a built-in customer base for new retail and restaurants. It is assumed the City would also pursue tax increment financing for the Project.

Dudek understands the critical importance for the City to adequately plan for its existing and projected housing needs, including its share of the Regional Housing Needs Allocation (RHNA) as outlined in the 2014-2021 City of South El Monte Housing Element 5th Cycle Update. The proposed Arts District Mixed-Use Overlay would help the City meet their RHNA numbers by allowing for housing within an area currently zoned for industrial. Based on Dudek's understanding of the project we believe a Programmatic Environmental Impact Report (Program EIR) is the appropriate CEQA document. Therefore, this proposal includes preparation of a Program Environmental Impact Report (Program EIR).

It should be noted that based on our knowledge of the project, preparation of an mitigated negative declaration (MND) is possible, however, if specifics about future projects within the project area are unknown at this time, future projects may be required to prepare a new CEQA document in order to analyze and mitigate impacts that were not foreseen when the MND was adopted. In addition, based on the level of public controversy and potential for project litigation (if any exists) an MND can be easily overturned in court, compared to an EIR. For the EIR, developers within the overlay area will be able to rely on the EIR for environmental compliance provided their scope is consistent with the restrictions and requirements of the overlay and associate mitigation measures.

Unless otherwise stated below, all documents will be submitted electronically to the City for review.

Scope of Work

Task 1 Project Management and Meetings

This task includes regular project management activities conducted by Dudek's Principal-in-Charge and Project Manager, as well as other senior specialists, as needed, including the following meetings:

- **Kick-off Meeting:** Upon receipt of the Notice to Proceed, Dudek will attend a virtual kick-off meeting with City staff and any other team members deemed appropriate by the City. The purpose of the kickoff meeting is to: (1) compile the relevant background data and reports; (2) clearly define the proposed project for the purposes of the environmental analysis; (3) receive the City's list of cumulative projects; (4) receive available technical studies; (5) discuss the project schedule and important assumptions for achieving the schedule; (6) identify all anticipated discretionary actions; (7) establish protocols for ongoing communication; and (8) familiarize the Dudek team with the issues and concerns that the City determines to be important for analysis in the environmental document.
- **Project Status Meetings.** These meetings will be attended by Dudek's Principal-in-Charge and Project Manager, the City's project manager, and other specialists, as necessary. Dudek assumes Dudek's Principal-in-Charge and Project Manager's attendance at one kickoff conference call at the outset of the project, followed by two conference calls per month throughout the project duration. Project status meetings are assumed to occur via teleconference.
- **Public Meetings.** This proposal assumes that Dudek's Principal-in-Charge and/or Project Manager will attend one Planning Commission meeting and one City Council meeting in person.

Dudek's publications department will assist with document management, maintenance of files, and version control. Publications staff can assist with meeting agenda and minutes preparation, comment matrices, and reference management to assist in overall project management. The project management budget assumes an approximately 12-month schedule for a Program EIR. If this schedule is extended, additional project management budget may be necessary. Labor will be billed on time and materials basis.

Task 2 Program EIR

Task 2.1 Project Description

Dudek will prepare a comprehensive project description which will guide the preparation of all necessary technical studies and CEQA analyses for the project. To support this effort, upon review of project data provided by the City's staff, a list of any additional data and information needed to produce a complete project description for purposes of CEQA compliance will be provided to the City. It is assumed the City will provide a complete response to Dudek's data request within one week of receiving it. Items requiring the draft Overlay to be included in the project description will need to wait until Planning Commission and City Council has provided direction on the project (anticipated to be May 2026). The draft project description will include a description of the project location and environmental setting, proposed project details, including project objectives, and will summarize the project's goals, policies, and programs. Dudek will submit the project description for City review and approval. Following one round of review, Dudek will finalize the project description for inclusion and use in CEQA document.

Task 2.2 Notice of Preparation

Dudek will prepare the Notice of Preparation (NOP) to solicit input from the public or other agencies on the scope and content of the forthcoming PEIR. Dudek will prepare the draft NOP according to the City's standard format. The NOP will be submitted to the City for review and approval. Dudek will also prepare a radius map (500 feet from project site boundary) and associated mailing list of owners and occupants to be provided to the City for distribution of the NOP to nearby residences. It is assumed the City will be responsible for distributing the NOP to responsible agencies and trustee agencies and any other interested parties for a 30-day public review period. Dudek will file the NOP to the SCH.

It is assumed that the City will coordinate the logistics for the scoping meeting and that Dudek staff will not be required to attend.

Task 2.3 Technical Analyses

Task 2.2.1 Air Quality, Greenhouse Gas Emissions, and Energy

Dudek will prepare a technical assessment that will assess the air quality, greenhouse gas (GHG) emissions and energy impacts of the proposed project utilizing the significance thresholds in Appendix G of the CEQA Guidelines and the South Coast Air Quality Management District's (SCAQMD's) emissions-based thresholds. After reviewing all available project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the City, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City regarding the information needed.

Air Quality

The air quality section of the environmental document will include a discussion of criteria air pollutants, the attainment status of the South Coast Air Basin, and applicable SCAQMD rules and regulations. Due to the speculative nature of construction of the project, Dudek will qualitatively evaluate regional and localized construction emissions; however, if requested by the City, a reasonable one-year development scenario could be identified and construction emissions could be quantified under a separate scope

The California Emissions Estimation Model (CalEEMod) will also be used to estimate criteria air pollutant emissions generated by mobile, energy, and area sources for the expected operation. Estimated mobile emissions will be based on CalEEMod default values or data presented in a traffic study, if prepared for the project. Energy and area source emissions (e.g., natural gas combustion and consumer products) will be estimated using the default values in CalEEMod for the proposed land uses. In addition to operational emissions for the proposed project, emissions associated with operation of the existing land uses will be estimated using CalEEMod default values or site-specific data. Dudek will estimate the net change in operational criteria air pollutant emissions between the existing land uses and proposed land uses and compare the net change to the above-described significance thresholds.

Construction activities often result in a short-term increase in toxic air contaminants (TAC) emissions, specifically diesel particulate matter (DPM). For the proposed project, there are no specific construction activities or development locations proposed at this time, and the necessary inputs for dispersion modeling and a quantitative health risk assessment (HRA) would be speculative. As such, an HRA is not included in this proposal. However, in the event the City identifies specific construction activities/locations within the data request, Dudek can provide a construction HRA under a separate scope and budget. Additionally, Dudek assumes that operation of facilities that may occur with implementation of the project (not existing facilities) would not include stationary emission sources. If stationary sources are identified by the City, then Dudek can provide the scope and budget for an operational HRA under a separate scope and cost.

Dudek will qualitatively evaluate whether traffic associated with the project could lead to potential exposure of sensitive receptors to substantial localized concentrations of air pollutant emissions, specifically carbon monoxide "hot spots." For budgetary purposes, it is assumed that no quantitative carbon monoxide hotspot modeling will be required. In addition, Dudek will qualitatively address health effects of criteria air pollutant emissions.

All Appendix G thresholds will also be evaluated, including the potential to result in other emissions such as odors or to impede attainment of the current SCAQMD air quality management plan. Details of the analysis (i.e., daily criteria air pollutant emission calculations) will be included in an appendix.

Greenhouse Gas Emissions

The GHG emissions assessment will include a setting and background discussion consisting of a summary of the greenhouse effect and global climate change and a summary of the key federal, state, and local regulatory actions and programs to reduce GHG emissions. Dudek will estimate the GHG emissions associated with operation of the project using CalEEMod based on the same operational scenario utilized in the air quality analysis. Dudek will estimate the GHG emissions associated with operation from mobile sources, energy sources (natural gas and electricity), water supply, wastewater, solid waste disposal, and refrigerants from buildout of the proposed project. Dudek will also estimate the GHG emissions from operation of the existing land uses that would change under the proposed project, which will be used to calculate the net change in GHG emissions. Dudek will present the estimated annual operational GHG emissions in metric tons of carbon dioxide equivalent (CO2e) per year in the analysis.

The impact analysis will reflect Appendix G of the state CEQA Guidelines; specifically, whether a project would (1) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and (2) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. The SCAQMD GHG CEQA Significance Threshold Working Group has proposed options lead agencies can select from to screen thresholds of significance for GHG emissions in residential and commercial projects; however, no thresholds have been formally adopted. We will work with City staff to confirm application of the appropriate threshold for evaluating the project's GHG emissions under CEQA. Our budget assumes that a simple emission-based threshold, such as the SCAQMD draft threshold of 3,000 metric tons of CO2e emissions, can be used.

Dudek will also qualitatively evaluate the proposed project's potential to conflict with other applicable plans, policies or regulations adopted for the purpose of reducing GHG emissions such as state regulations (2030 and 2045 reduction goals identified in Senate Bill 32 and Assembly Bill 1279, respectively), CARB Scoping Plans, and the Southern California Association of Governments' Regional Transportation Plan/Sustainable Communities Strategy.

Energy

The energy analysis will briefly summarize electricity and petroleum energy sources and the relevant regulatory framework. Dudek will prepare an energy assessment for the project per Appendix G of the CEQA Guidelines including if the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, and (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The project will be assessed regarding operational energy consumption of electricity, natural gas, and petroleum consumption, which will be quantified using CalEEMod data from the GHG assessment. Project elements that would reduce the project's energy demand during operation will be identified in the analysis and quantified as available. Dudek assumes that the City will provide a list of the proposed project's energy conservation measures prior to initiating air quality and GHG emissions modeling, as the energy analysis will be prepared consistent with the emissions modeling.

Task 2.2.1 Assumptions

- One round of modeling for analyses is assumed for operation (existing and proposed.

- Any major changes to the project description or assumptions after modeling may require out-of-scope effort.
- Budget does not include quantification of regional and localized construction emissions or construction energy demand
- Quantitative CO hotspot modeling is not required.
- Budget does not include either a construction or operational HRA.
- City staff will provide project-specific data for the mixed-use overlay (i.e., existing and proposed land use types, square footage, acreage, and dwelling units, if applicable) in a timely manner
- Details of the analyses will be included in an appendix to the EIR sections.

Task 2.2.1 Deliverables:

- Draft and Final Air Quality, GHG Emissions, and Energy Sections

Task 2.2.2 Archaeological Resources

This inventory will include archival research, a California Native American Heritage Commission (NAHC) Sacred Lands File (SLF) search, Native American outreach, a pedestrian survey, and documentation of results.

Records Search

Dudek will initiate work by requesting a California Historical Resources Information Systems records search of the Project area and a 0.5-mile radius from the South Central Coastal Information Center (SCCIC), which houses records on previous investigations and cultural resources for Los Angeles County. The purpose of the records search is to identify any previously recorded cultural resources that may be located within or near the Project area. In addition to a review of previously prepared site records and reports, the records search will also provide information on historical maps of the Project area, ethnographies, the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Property Data File, Built Environment Resources Directory (BERD), and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility. Finally, a review of historical maps and aerials will be conducted to better determine the history of land use and disturbance within the Project area. **Dudek assumes the direct fees for the SCCIC records search will not exceed $1,000, additionally direct costs for records related fees will be provided the City.** Please note that the SCCIC results may take up to 6 weeks to receive.

Native American Outreach

Upon written notice to proceed, Dudek will initiate correspondence with the California Native American Heritage Commission (NAHC) to request a search of their Sacred Lands File (SLF) for any known Native American resources identified within the Project area. As part of the results of this search, the NAHC will also provide a Contact List of local Native American tribes that may have additional information about Native American resources in the vicinity of the Project. With permission from the City, Dudek will send outreach letters via Certified Mail to all Native American representatives indicated by the NAHC to request information pertaining to tribal cultural resources in the area. Dudek assumes no more than one round of written (mail) correspondence will be required. This process is to inform the archaeological resources inventory and does not constitute consultation with tribes. Dudek will advise the City on best practices for any requested consultation and directives, but City will manage all consultations.

This Project is subject to compliance with SB 18 and AB 52, which requires lead agencies to provide tribes who have requested notification with early notice of the Project and, if requested, consultation to inform the CEQA process with respect to tribal cultural resources. While SB 18 and AB 52 are government-to-government processes between the CEQA lead agency and California Native American Tribes, Dudek can assist the lead agency, in this case the City, with their Native American consultation obligations pursuant to SB 18 and AB 52. Assistance with these efforts would be accomplished by the following: 1) conduct a meeting with the City to go over the consultation process and ask any additional Project-related questions; 2) write combined SB 18/AB 52 notification letters subject to the City's approval and placement on City letterhead for dissemination by the City's staff via email and USPS certified mail to each of the eligible tribal representatives pursuant to SB 18 and AB 52. The letter will include, but may not be

limited to, the following: location of the Project APE and associated figure, a summary of the proposed Project and objectives including extent of ground disturbing activities (if known), agency contact information, and a clear statement requesting all communication within 30 days of receipt of notification under AB 52 and 90 days of receipt of notification for SB 18.

Archaeological Pedestrian Survey

Upon completion of the records search, Dudek will conduct a pedestrian survey of the Project area for archaeological resources (prehistoric and historic archaeological resources). A Dudek archaeologist will conduct a reconnaissance-level field survey of the Project area to confirm the existing conditions. Because the Project area is developed largely with an asphalt-paved roadway and concrete sidewalks, formal transects will not be walked. Instead, one (1) archaeologist will inspect areas where the ground surface is visible to identify artifacts or indications that subsurface deposits may be present. Dudek assumes that there will be no access issues to the Project area, and that no Native American monitor is required during the pedestrian survey. Should the City require a Native American monitor to be present during survey as a result of consultations, this scope and cost will be augmented as appropriate and Dudek will contract with a local Native American tribe to provide monitors.

For the purposes of this scope of work and fee estimate, Dudek assumes that the survey will be negative for archaeological resources (i.e., no previously recorded archaeological resources will require updates, and no previously unrecorded archaeological resources will be encountered). Therefore, it is assumed that no cultural resource evaluations will be conducted, nor will any artifacts be collected during the survey. Should any new resources be encountered during the survey requiring recordation, Dudek will work with the City to augment this scope and fee as appropriate.

Archaeological Resources Inventory Letter Report

Dudek will prepare an Archaeological Resources Inventory Letter Report that will summarize the results of the CHRIS records search, NAHC SLF search (if conducted), background research, and pedestrian survey, and will include a brief Project description, a review of the geotechnical report prepared for the proposed Project area (if available), and any management recommendations pursuant to applicable state and local regulations. The report will provide an assessment of the potential for the proposed Project area to contain archaeological resources and the potential for proposed Project implementation to impact archaeological resources. Dudek assumes no more than one draft and one final version of the report will be required (see deliverables listed below).

Dudek will also conduct limited background research to develop a Project-area context for the CEQA document; and a limited GIS sensitivity model based on existing knowledge of archaeological resources (prehistoric and historic period), to better support conclusions regarding the potential to encounter archaeological resources. Dudek anticipates the sensitivity model to include input from consulting tribes regarding tribal archaeological resources. No resource evaluations will be conducted as part of the analysis, nor will any intensive-level surveys.

Task 2.2.2 Assumptions

- Access will be obtained to all survey areas and access constraints and/or protocol will be communicated to Dudek prior to survey mobilization.
- Pedestrian survey will be completed by one archaeologist in a single field day.
- Direct costs for the SCCIC records search will not exceed $1,000.
- Assumes one round of review by the City on the Archaeological Resources Technical Report
- It is assumed that formal SB 18 and AB 52 consultation or other tribal outreach not included in this scope, if required, will be conducted by the City and no attendance of Dudek staff to virtual or in person meetings will be required. If it is determined that support, outside of the estimated scope and cost, is required or desired to assist in the City's Tribal consultation process pertaining to the proposed Project, Dudek will provide an augment to this scope of work and associated costs, accordingly.

- Assumes no more than three (3) drafts of SB 18/AB 52 notification letters or rounds of responses will require support.
- Assumes no more than three (3) one-hour virtual meetings supporting tribal engagement/consultation will occur.
- This scope of work does not include any on-site meetings to support consultation, although we can work with you, as needed, and dependent on available budget.

Task 2.2.2 Deliverables

- Draft and Final Archaeological Resources Technical Report
- SB 18/AB 52 notification letters

Task 2.2.3 Built Environment

A qualified Dudek senior architectural historian who meets the Secretary of the Interior's Professional Qualification Standards for historian or architectural historian will review and summarize the CHRIS records search with a focus on built environment properties (included in the scope for archaeology), the California Office of Historic Preservation's Built Environment Resources Directory, and any locally designated resources in the Project area. Dudek assumes this research will be limited to a desktop review, available online.

Dudek will summarize the background information in the CEQA document and prepare a map of the Project area that includes locations of previously identified properties that are considered built environment CEQA historical resources. Additionally, Dudek will conduct a desktop level survey of properties over 45 years old, which will be identified on the map. No windshield or intensive level field survey of known or unknown (properties over 45 years old) will be conducted as part of this scope of work. Dudek will prepare a focused historic context for the CEQA document for the Project area. As part of this task Dudek will conduct desktop archival research. No in-person archival research is assumed. No resource evaluations will be conducted as part of the analysis and no DPR 523 form sets will be prepared. Dudek will prepare the Cultural Resources section of the CEQA document to present the existing conditions of the Project area and to provide an overview of built environment CEQA historical resources constraints. The section will include CEQA impact analysis and management recommendations, if necessary.

Task 2.2.3 Deliverables:

- Built environment analysis in Cultural Resourcess Section of the CEQA document

Task 2.2.4 Noise

Dudek will evaluate construction noise and vibration for three project examples, including conversion of existing industrial space to mixed use (e.g., retail, restaurants, office, hotel, housing, maker spaces), demolition and replacement with a medium size building (2,500 – 7,500 square foot floor area based on a 1 to 2 FAR), and demolition and replacement with a large size building size building (greater than 7,500 square foot floor area based on a 1 to 2 FAR). A distance radius for each of the two building types will be identified, within which construction noise mitigation may be required if noise-sensitive uses are present (i.e., residential units or spaces).

Dudek will perform a qualitative assessment of traffic noise increases for the project, focusing on the potential for the project to significantly increase (based on a build out between a 1 and 2 FAR) the number of average daily trips on the local roads within the overlay district, as well as those providing regional access to the overlay district. Since a doubling of added trips on a roadway segment would increase noise by approximately 3 dBA (which is the threshold for a noticeable change in the ambient noise environment), noticeable traffic increases would not occur unless the project is anticipated to more than double the existing number of trips on local roadways.

Dudek will also qualitatively evaluate non-transportation stationary operation noise (i.e., new HVAC equipment, and amplified or live music from ground floor and rooftop restaurants/bars, and street closure events (e.g., makers/arts fairs) and recommend mitigation measures to reduce impacts on noise and vibration at existing and

potential new residents, to the extent feasible. The results of the analysis will be presented in a Noise Technical Memorandum.

Dudek will also qualitatively evaluate non-transportation stationary operation noise (i.e., new HVAC equipment) and recommend mitigation measures to reduce impacts on noise and vibration to the extent feasible. The results of the analysis will be presented in a Noise Technical Memorandum.

Task 2.2.4 Assumptions

- Assumes one round of review by the City on the Noise Technical Memorandum

Task 2.2.4 Deliverables:

- Draft and Final Noise Technical Memorandum

Task 2.2.5 Transportation Analysis

Dudek's in-house Transportation planners and engineers will prepare a transportation assessment for the proposed project which would develop a new Arts District Overlay and a Mixed-Use Overlay within the West Industrial District in the City of South El Monte. The transportation assessment will be prepared consistently with City's guidelines and significance thresholds for VMT per CEQA requirements, the Governor's Office of Planning and Research's (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA, and the City's General Plan Circulation Element.

Vehicle Miles Traveled Analysis

Based on an initial review of the San Gabriel Valley Council of Governments (SGVCOG) VMT Assessment tool, at least some (and potentially all of the project parcels) would not be screened from a project-level VMT analysis. Therefore, the VMT of the proposed project and the forecast regional VMT will be calculated using either the SGVCOG subarea model or the Southern California Association of Government (SCAG) Travel Demand Model, per direction from the City. The transportation analysis zones (TAZs) of the project area will be modified with the land uses of the proposed project, and a Select Zone model run will be performed to determine the project's trip assignment. As part of the Select Zone run, the VMT estimate of the project will be determined. Then, the regional VMT estimate for the study area region (extent to be determined by the City) will also be provided from travel demand models. VMT estimates will be analyzed for the Baseline plus Project and Cumulative plus Project conditions. If VMT impacts are found, Dudek will coordinate with the City to determine the appropriate VMT reduction strategies to mitigate project impacts (e.g., mixed-use, micromobility along river trails, improved access to transit, bike and scooter rentals).

Transit, Pedestrian and Bicycle Facilities, and Project Access

Dudek will qualitatively analyze the transit, pedestrian, and bicycle facilities that serve the project area, including an analysis of potential hazards; evaluate potential impacts to emergency access; and recommended improvements to minimize any potential impacts.

The methodologies, analysis, findings, and mitigation measures (if required) will be provided in a Transportation Technical Memorandum. The memo will include all necessary tables, figures, and attachments. A draft memorandum will be submitted to the City for review. This scope assumes one round of review by the by the City. Once comments are received from the City, Dudek will prepare a final memorandum for use in the project's CEQA document.

Task 2.2.5 Assumptions

- Assumes one round of review by the City on the Transportation Technical Memorandum

Task 2.2.5 Deliverables:

Draft and Final Transportation Technical Memorandum Task 2.4 Administrative Draft EIR

Dudek will prepare a comprehensive, accurate, and objective Program EIR for the project in compliance with CEQA and the CEQA Guidelines (both as amended throughout submittal of the EIR), and all applicable guidance and procedures established by the City for the purpose of environmental review. The EIR will include a detailed project description based on material provided to Dudek by the City, regional and local project location maps, land use plans, allowable uses, development standards and drawings of the proposed project, and a discussion of the project's environmental setting. Dudek assumes that the City, or its designee, will provide detailed project information sufficient for CEQA analysis.

The main purpose of the Program EIR is to thoroughly and accurately analyze the environmental impacts of the proposed project as a comprehensive examination that involves a series of related actions. The document will, as much as possible, be free of industry jargon so that the information it contains is accessible to the City, decision makers, and the public. The methodology and criteria used for determining the impacts of the project will be clearly and explicitly described in each section of the Program EIR, including any assumptions, models, or modeling techniques used in the analysis.

Dudek assumes that the project description prepared at the outset and approved by the City prior to circulating the NOP, will not change once the Program EIR analysis commences. In our experience, developing an accurate, finite, and stable project description prior to beginning substantial work on the environmental document has proven to expedite the preparation and processing of a Program EIR. Our CEQA lead will attend two coordination meetings with the City and project team to discuss the Administrative Draft prior to or after its submittal to the City.

The following is a preliminary outline of the content and specific sections to be included in the Draft EIR analysis.

- Table of Contents. The table of contents will contain a list of Program EIR contents, including text discussions and lists of tables and exhibits. It will also include a list of appendices.
- Executive Summary. Pursuant to Section 15123 of the CEQA Guidelines, the summary will contain an overview of the proposed project, including a list of required discretionary approvals. The summary will also include impacts and mitigation measures; known areas of controversy, including issues raised by other agencies and the public; and alternatives to the proposed project.
- Introduction. The Introduction chapter of the Program EIR will define the purpose, scope, and legislative authority of the Program EIR; the requirements of CEQA; and other pertinent environmental rules and regulations. This section will also describe the environmental procedures used to prepare the analysis. The intended uses of the Program EIR will be outlined. A list of discretionary approvals will also be included. In addition, a list of related agencies and approvals will be included. Major known issues or issues of controversy will be summarized. Finally, a summary of the document organization will be included.
- Project Description. The bulk of this chapter will be prepared prior to circulating the NOP. However, a list of relevant projects to be utilized throughout the cumulative impacts analysis will be included at this stage, as will be a summary of the cumulative impact assessment approach.
- Environmental Analysis. Dudek will conduct analyses to evaluate the proposed project at a programmatic level. All resource topics in CEQA Appendix G will be analyzed. The solutions will take into account the allowable uses and development standards so that new development within the district adhering to the provisions can reference this EIR and note any required mitigation measures to satisfy CEQA requirements for their projects. We will conduct technical desktop research and modeling consistent with the tasks proposed under Task 2.3. If mitigation measures would be required to reduce environmental

impacts associated with the proposed project, these mitigation measures would be incorporated into each section of the environmental analysis.

- **Cumulative Effects.** The cumulative analysis will be qualitative in nature and will be based upon known projects, either approved, proposed (applications on file), or reasonably foreseeable, within a defined area around the proposed project, as determined by the factors relevant to each environmental issue area. The cumulative impact assessment will be based on potential development projects that may, in combination with the proposed project, create cumulatively considerable environmental impacts, as required by Section 15130 of the CEQA Guidelines.
- **Alternatives to the Proposed Project.** To accurately define alternatives, Dudek will work with the City to clearly articulate project objectives during Task 2.1. Dudek will then develop feasible alternatives that would avoid or substantially reduce one or more project impacts. We assume that three alternatives would be developed, including the mandatory "No Project" alternative. The section will also consider alternatives that were considered but deemed infeasible and not further analyzed.

The alternatives will be described in a sufficient level of detail to allow meaningful comparison with the proposed project. Each alternative will be evaluated with respect to each key impact category. The rationale for the inclusion of each alternative and its ability to meet project objectives will be discussed, and the environmentally superior alternative will be identified.

- **Other CEQA Considerations.** This section will briefly summarize impacts found to be less than significant (and not included in the impact analysis chapters), identify those impacts found to be significant and unavoidable, and discuss potential growth-inducing impacts and irreversible impacts of the proposed project.
- **Preparers and Contributors.** This chapter will contain a list of organizations and persons consulted during preparation of the Program EIR and will list all persons involved in the preparation of the document and their title and role, as well as contributors to the content of the Program EIR.
- **References and Acronyms.** The Program EIR will include a list of all references cited during preparation of the Program EIR. It should be noted that it is Dudek's standard policy that a digital copy of all references used to prepare the Administrative Draft Program EIR can be submitted to the City, if necessary, during the time of initial review. The Program EIR will also provide a list of acronyms and their definitions as used in the Program EIR.
- **Technical Appendices.** Additional information, such as the scoping process and any technical data prepared for the EIR, will be included as appendices to the Program EIR.

  CEQA Mandated Sections: In addition to each of the environmental issue areas outlined previously, Dudek will analyze and prepare all additional CEQA mandated EIR sections in accordance with the criteria, standards, and procedures of CEQA and the Guidelines, as amended. This analysis will include a discussion of the irreversible environmental changes that could result from the proposed project, unavoidable significant impacts and those effects found not to be significant.

Task 2.5 Screencheck Draft EIR

Upon receipt of a consolidated set of review comments from the City, Dudek will revise the Administrative Draft Program EIR to be responsive to comments raised. This scope of work assumes that no new or revised technical studies will be required. Dudek will provide the City with a Screencheck Draft of the Program EIR for final review and comment. For cost-estimating purposes, Dudek assumes that the final round of review, comment, and revisions will only require minor text edits and changes to the screencheck.

Task 2.6 Public Review Draft EIR

Following final approval of the screencheck, Dudek will prepare a Public Review Draft Program EIR for the 45-day public review period. Dudek will prepare drafts of both the Notice of Availability (NOA) and the NOC for City review. Upon receipt of City review comments, Dudek will finalize these documents for City signature and distribution. Dudek will be responsible for providing the NOC, Document Summary, and Draft Program EIR to the SCH for posting on CEQANet will file the documents with the Los Angeles County Clerk. Dudek will provide the City with finalized electronic and printed versions of the document in the original format (e.g., Microsoft Word, Excel) and as a PDF. Dudek will advise the City on public notice and circulation requirements and recommendations and the City will handle these other public circulation tasks, including newspaper publication, and distribution to responsible and trustee agencies, surrounding jurisdictions, and other interested parties pursuant to a distribution list prepared by the City as advised by Dudek.

Task 2.7 Final EIR and Mitigation Monitoring and Reporting Program

At the close of the public review period, Dudek will review, organize, and categorize the comments received and meet with City staff to develop the strategy for responding to substantial comments. Mitigation measures should be practical for developers to implement. Dudek will prepare draft responses to comments along with a draft of the final EIR (preface/summary of modifications). Dudek will also prepare a draft of the MMRP for review and comment by City staff. After City review and approval of the draft final EIR and associated documents, Dudek will prepare the Final EIR and final approval documents (see Task 2.8 CEQA Findings of Fact and Statement of Overriding Considerations). For cost estimation purposes, Dudek assumes that no more than 15 individual public comments will be received (one comment letter may contain multiple individual comments) and responses to these comments will not necessitate substantial revisions to the project description or technical analyses. Any additional analysis required in the technical reports prepared by Dudek as a result of public comments will be addressed by Dudek. Once the EIR has been certified by the City Council, Dudek will prepare a final Notice of Determination for City transmittal to the Los Angeles County Clerk's Office and filing with SCH. Dudek assumes that the City will be responsible for paying filing and wildlife agency fees for the NOD ($4,252.00).

Task 2 Assumptions

- Assumes one round of review of City of review of the NOP.
- City will be responsible for public distribution related to the NOP, including mailing of notices to interested parties and surrounding property owners, publication in the local newspaper, and other requirements of the City or CEQA as noted above.
- The City will upload the NOP to the City's website.
- Dudek will file NOP with the SCH.
- City will provide a complete response to Dudek's data request within one week of receiving it.
- Items requiring the draft Overlay to be included in the project descripiton will need to wait until Planning Commission and City Council has provided direction on the project (anticipated to be May 2026).
- Assumes one round of review/comment from the City on the Draft Project Description.
- Once finalized, the project description will remain stable and therefore allow for technical analyses to be initiated.
- City will complete the distribution and noticing requirements per CEQA.
- City will be responsible for distributing the NOP to responsible agencies and trustee agencies and any other interested parties
- City will be responsible for publication and associated fees for the NOP in a local newspaper, if required.

- If recirculation of the Draft PEIR is required due to changes in the project after public review, then Dudek can coordinate all requirements for recirculation at an additional cost.
- Cost estimate assumes that the City receives no more than 15 unique and substantive letters on the Draft PEIR during the public review period, as noted above.
- Dudek will be responsible for preparing the NOD and City will be responsible for mailing it and paying filing and wildlife agency fees for the NOD.

Task 2 Deliverables

- Draft and Final Project Description
- Draft and Final NOP
- File NOP to the SCH
- Attendance and minutes from one public scoping meeting
- Administrative Draft EIR
- Screencheck Draft EIR
- Public Review Draft EIR
- Draft and Final NOA,NOC, and NOD for Final EIR
- Final EIR

Optional Task 3: Quantification of Construction Emissions

If this optional task is selected, Dudek will estimate criteria air pollutant and GHG emissions associated with construction of the proposed project using CalEEMod. The analysis of short-term construction emissions will be based on a reasonable one-year scenario of construction that may occur under the project, which will be developed in consultation with City staff. A project-specific land use development scenario will be used in conjunction with CalEEMod default values for phasing and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) and/or standardized approaches. Dudek will then evaluate the significance of the construction emissions based on SCAQMD significance thresholds. The project will also be assessed regarding construction energy consumption of electricity, natural gas, and petroleum consumption.

Task 3 Deliverables:

- Findings included in the Draft and Final GHG Program EIR ection

Optional Task 4 : Quantitative Traffic Noise Assessment

If this optional task is selected, Dudek will quantitatively assess local changes to traffic noise by comparing existing and future average daily traffic (ADT) volumes along 8 key roadway segments within, and extending outside of, the proposed Arts District Overlay zone. Because the current CEQA thresholds for traffic impacts are based upon the VMT, the Dudek transportation team would perform a roadway segment operations (level of service or LOS) analysis for the following roadways in the study area:

1. Rush Street – Portrero to Rosemead Blvd.
2. Chico Ave – Remer to Fern
3. Remer Street
4. Alpaca Street - Chico to Portrero
5. El Poche Street
6. Klingerman Street – West terminus to Merced Avenue

7. Kale Street – Portrero to Seaman
8. Portrero Avenue – Denford to Kale

New average daily traffic counts will be collected at the roadway segments above, and will include vehicular, bicycle, and pedestrian volumes, as well as vehicle axle-classifications. The analysis will be prepared at the study area locations for the existing and existing plus project conditions. The project conditions (e.g., project trips) will be obtained from the travel demand model run to be conducted as part of the Vehicle Miles Traveled analysis.

Traffic noise for the existing and existing plus project conditions scenario will be estimated with the Federal Highway Administration (FHWA) Traffic Noise Model (version 2.5) or an alternative method at Dudek discretion.

Task 4 Assumptions

- Assumes one round of review by the City on the quantitative traffic noise assessment included in the Noise Technical Memorandum

Task 4 Deliverables:

- Quantitative Traffic Noise Assessment included in the Draft and Final Noise Technical Memorandum

Optional Task 5 : CEQA Findings of Fact and Statement of Overriding Considerations

If this optional task is selected, Dudek will prepare the findings of fact for certification of the Final EIR. Should the EIR conclude that the proposed project will result in one or more unavoidable, adverse environmental effect(s) that cannot be mitigated to a less-than-significant level, Dudek will prepare a statement of overriding considerations.

Task 5 Assumptions

- Assumes one round of review by the City on the Findings of Fact and Statement of Overriding Considerations

Task 5 Deliverables:

- Draft and Final Findings of Fact and Statement of Overriding Considerations

Conceptual Schedule

Table 1, Program EIR Schedule presents the time schedule for each phase or task outlined above. The schedule assumes 12 weeks for preparation of the technical studies and a 12-month schedule for preparation and completion of a Program EIR.

Table 1, Program EIR Schedule

Task	Duration
Formal Notice to Proceed/Kickoff Meeting	Week 1
Dudek prepares NOP	Week 1

Task	Duration
Develop Project Description, submit to City for review and confirmation to use in technical analyses and EIR; develop data needs request for any missing information. Items requiring the draft Overlay to be included in the project description will need to wait until Planning Commission and City Council has provided direction on the project (anticipated to be May 2026).	Week 2
City provides feedback on draft Project Description and confirms/approves use in technical analyses and for EIR	Week 3
NOP Public Review (30 days)	Weeks 3-7
Preparation of Technical Analyses and Studies	Weeks 4–12
Preparation of Administrative Draft EIR	Weeks 8-19
City reviews and provides comments	Weeks 20–23
Preparation of Screencheck Draft EIR	Weeks 24-28
City reviews and provides comments	Weeks 29-30
Dudek revises and gets EIR ready for publication	Week 31
Public Review Draft EIR (45 days)	Weeks 32-39
Preparation of Final EIR (includes response to comments, MMRP, changes to Draft EIR, if applicable)	Weeks 39-42
City reviews and provides comments	Weeks 43-44
Dudek revises Final EIR and prepares Findings of Fact, Statement of Overriding Considerations (Optional)	Weeks 45-46
City reviews Findings of Fact, Statement of Overriding Considerations	Weeks 46-47
Dudek finalizes Final EIR, Findings of Fact, Statement of Overriding Considerations	Week 48
Project Management, Meetings, and Hearings	Ongoing
Notice of Determination	Post at County Clerk's Office within 5 days of project decision

Fee Estimate

Dudek has prepared a cost estimate that is competitive, yet accurately reflective of the level of effort required to complete the scope of services based on our understanding of the proposed project with the information made available to date. Factors that would increase the scope of work and estimated costs outlined in this proposal include but are not necessarily limited to any of the following:

- Attendance at additional meetings
- Printing of copies of reports (copies will only be printed upon request by the City); Dudek will print two copies of any documents requiring public review with delivery to the City.
- Analysis of additional issues above those discussed in this proposal, or a more detailed level of analysis than described in this proposal
- Changes in the project requiring re-analysis or re-writing of report sections

- Collection of additional data

Table 3, Fee Estimate, includes Dudek's cost estimate for preparation of a Program EIR. The hourly rates include fringe benefits, indirect costs, and profit. The Dudek team will bill on a time-and-materials basis.

Table 2, Fee Estimate

Task	Cost
Task 1 Project Management and Meetings	$17,861.00
Task 2: Program EIR	
Task 2.1: Project Description	$5,400.00
Task 2.2: NOP	$7,817.50
Task 2.3 Technical Analyses	
Task 2.3.1: Air Quality, Greenhouse Gas Emission, and Energy	$15,515.0
Task 2.3.2: Archaeological Resources	$12,195.0
Task 2.3.3: Built Environment	$8,635.00
Task 2.3.4: Noise	$9,210.00
Task 2.3.5: Transportation Analysis	$15,815.00
Task 2.4: Administrative Draft EIR	$33,444.50
Task 2.5: Screencheck Draft EIR	$12,985.00
Task 2.6: Public Review Draft EIR	$8,705.00
Task 2.7: Final EIR and MMRP	$17,400.00
Total *	**$164,983.00**
Optional Tasks	**Cost**
Task 3: Quantification of Construction Emissions	$2,050.00
Task 4 : Quantitative Traffic Noise Assessment	$21,945.00
Task 5: CEQA FOF and Statement of Overriding Considerations	$8,300.00
Total with Optional Tasks	**$197,278.00**

*Includes cost of Task 1: Project Management and Meetings

We welcome any questions and look forward to the opportunity to further discuss our unique approach, capabilities, and proven track record with similar projects. You may reach Chelsea Ohanesian, at cohanesian@dudek.com or (760) 479-4863.

Sincerely,



Chelsea Ohanesian
Project Manager

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Attachment A

2026 Schedule of Charges

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Engineering Services

Project Director	$350.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$310.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$285.00/hr
Senior Project Manager	$285.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$250.00/hr
Project Engineer IV/Technician IV	$240.00/hr
Project Engineer III/Technician III	$230.00/hr
Project Engineer II/Technician II	$215.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$225.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$210.00/hr
Designer	$195.00/hr
Assistant Designer	$190.00/hr
CADD Operator III	$210.00/hr
CADD Operator II	$205.00/hr
CADD Operator I	$165.00/hr
CADD Drafter	$185.00/hr
CADD Technician	$135.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr
Engineering Assistant	$130.00/hr

Environmental Services

Senior Project Director	$375.00/hr
Project Director	$350.00/hr
Senior Specialist V	$290.00/hr
Senior Specialist IV	$275.00/hr
Senior Specialist III	$260.00/hr
Senior Specialist II	$245.00/hr
Senior Specialist I	$230.00/hr
Specialist V	$220.00/hr
Specialist IV	$205.00/hr
Specialist III	$195.00/hr
Specialist II	$185.00/hr
Specialist I	$175.00/hr
Analyst V	$165.00/hr
Analyst IV	$155.00/hr
Analyst III	$145.00/hr
Analyst II	$135.00/hr
Analyst I	$115.00/hr
Technician IV	$105.00/hr
Technician III	$95.00/hr
Technician II	$85.00/hr
Technician I	$75.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$180.00/hr
Survey Lead	$310.00/hr
Survey Manager	$270.00/hr
Survey Crew Chief	$205.00/hr
Survey Rod Person	$155.00/hr
Survey Mapping Technician	$145.00/hr

Construction Management Services

Principal Manager	$225.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$190.00/hr
Project Manager/Construction Management	$180.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$180.00/hr
On-site Owner's Representative	$165.00/hr
Prevailing Wage Inspector	$165.00/hr
Construction Inspector	$155.00/hr
Administrator/Labor Compliance	$130.00/hr

Hydrogeology/HazWaste Services

Project Director	$350.00/hr
Principal Hydrogeologist/Engineer III	$330.00/hr
Principal Hydrogeologist/Engineer II	$320.00/hr
Principal Hydrogeologist/Engineer I	$310.00/hr
Senior Hydrogeologist V/Engineer V	$285.00/hr
Senior Hydrogeologist IV/Engineer IV	$275.00/hr
Senior Hydrogeologist III/Engineer III	$265.00/hr
Senior Hydrogeologist II/Engineer II	$255.00/hr
Senior Hydrogeologist I/Engineer I	$245.00/hr
Project Hydrogeologist V/Engineer V	$235.00/hr
Project Hydrogeologist IV/Engineer IV	$225.00/hr
Project Hydrogeologist III/Engineer III	$215.00/hr
Project Hydrogeologist II/Engineer II	$205.00/hr
Project Hydrogeologist I/Engineer I	$195.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$140.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$230.00/hr
Operations Manager	$170.00/hr
District Secretary/Accountant	$155.00/hr
Collections System Manager	$155.00/hr
Grade V Operator	$145.00/hr
Grade IV Operator	$130.00/hr
Grade III Operator	$120.00/hr
Grade II Operator	$100.00/hr
Grade I Operator	$95.00/hr
Operator in Training	$85.00/hr
Collection Maintenance Worker	$90.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$190.00/hr
Creative Services III	$165.00/hr
Creative Services II	$150.00/hr
Creative Services I	$135.00/hr
Technical Editor IV	$190.00/hr
Technical Editor III	$165.00/hr
Technical Editor II	$155.00/hr
Technical Editor I	$135.00/hr
Publications Specialist IV	$140.00/hr
Publications Specialist III	$130.00/hr
Publications Specialist II	$120.00/hr
Publications Specialist I	$110.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

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EXHIBIT "A"
AGREEMENT

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF SOUTH EL MONTE,** a California municipal corporation ("City"), and **DUDEK,** a California corporation ("Consultant"), is effective as of the 30th day of May 2024 (collectively, the "Parties").

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated 19th day of October, 2020 ("Agreement") whereby Contractor agreed to provide Consultant Services to update the 6th Cycle Housing element of the City's General Plan.

B. The California Department of Housing and Community Development ("HCD") requested revisions to the 6th Cycle Housing element in July 2022, and submission of these revisions is required in order to obtain a certified 6th Cycle Housing Element from the HCD.

C. In light of the revisions requested by HCD in order to obtain a certified 6th Cycle Housing Element, the Agreement required Amendment No.1 increasing the not-to-exceed sum by an additional Sixteen Thousand Two Hundred and Ten Dollars and Zero Cents ($16,210.00) to complete services per the Agreement.

D. Pursuant to Section 1.8 of the Agreement, the City has the right 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 City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer.

E. Pursuant to Section 2.1 of the Agreement, the total not-to-exceed sum (the "Contract Sum") to complete services is currently One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents ($199,995.00).

F. In light of HCD's additional requested revisions to the 6th Cycle Housing element on February 15, 2024, additional modifications to the Housing Element were necessary. As such, a second amendment to the Agreement is needed in the amount of three thousand seven hundred and eighty-five dollars ($3,785).

G. Pursuant to Section 4.3 and Section 1.8 of the Agreement, the City's Contract Officer may approve the increase in compensation of $20,000 (first amendment at $16,210.00 plus this second amendment at $3,785) because it is less than either 10% of the Contract Sum or $25,000.

H. City and Consultant now desire to enter into this second amendment to the Agreement to increase the not-to-exceed sum by an additional $3,785, for an amended total not-to-exceed sum of Two Hundred Nineteen Thousand Nine Hundred and Ninety Dollars ($219,990) to complete services per the Agreement.

I. City and Consultant now desire to Amend Exhibit "A" Scope of Services of the Agreement to include the extra work to obtain a certified 6th Housing Element from the HCD.

J. City and Consultant now desire to Amend the Agreement to amend Exhibit "C" Schedule of Compensation section that outlines the additional costs and services provided by consultant for the extra work to obtain a certified 6th housing element from the HCD.

K. City and Consultant now desire to Amend Exhibit "D" Schedule of Performance to include a timeline for the additional services.

TERMS

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

a. Section 2.1, Term of the Agreement, is hereby amended in its entirety to read as follows:

> "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents ($199,995.00)~~ ***Two Hundred Nineteen Thousand Nine Hundred and Ninety-Dollars and Zero Cents ($219,990.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1. 9."

b Exhibit "A" SCOPE OF SERVICES will be amended in its entirety to add the following to Exhibit "A" as follows:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

a. Task 7.4 Final Revisions. Readoption and Resubmission

1. Affirmatively Furthering Fair Housing

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Goals, Priorities, Metrics and Milestones

Prior to issuing the February 15, 2024 letter, HCD verbally communicated these comments to Consultant and City staff during a meeting to review the revised housing element on February 5, 2024. Consultant then addressed these comments through additional changes in the housing element programs, as requested by HCD, and submitted them to the City for review on February 7, 2024. Based on those revisions previously submitted to the City, Consultant assumes that the final revised housing element sent to the City on February 7, 2024 has addressed the findings in HCD's letter.

2. Required Findings for Nonvacant Sites

Consultant will continue to coordinate with the City to address the required findings by providing language for incorporation into the Council Resolution per the State's request and example resolutions for City staff. Findings will state that those uses on identified nonvacant sites do not pose a constraint to development.

3. Readoption and Resubmission

In addition, Consultant will continue to provide guidance with the re-adoption of the revised housing element, including draft resolution and findings, as required by HCD's February 15, 2024 letter. In addition, Consultant will advise the City on requirements for document posting in accordance with housing element law (AB 215 (2021)). Consultant will virtually attend one public hearing for re-adoption of the revised Housing Element.

Following re-adoption, Consultant will coordinate with the City and submit the signed resolution on behalf of the City to HCD as part of the final, revised Housing Element resubmission. As part of this final resubmission, Consultant will create a redline and clean version of the housing element based on the final revisions sent to the City on February 7, 2024. Consultant will package the final revised housing element, including the redline version, signed and adopted resolution, and a cover letter signed by the City, and submit the final package to HCD as a hard copy and USB flash drive sent via mail and an electronic copy via email. Through the resubmission process, Consultant will coordinate with HCD and facilitate one meeting between HCD and the City, as requested by HCD.

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

A. ***Task 7.4***

a. ***Consultant shall deliver one (1) hard copy of the revised housing element sent via mail to HCD; and***

b. ***Consultant shall deliver one (1) electronic copy of the final revised housing element sent to HCD; and***

c. ***Consultant shall attend one (1) meeting with HCD staff; and***

d. ***Consultant shall attend two (2) meetings with City staff; and***

e. ***Consultant shall assist the City in preparing presentation materials for one (1) public hearing before the City Council and shall attend one (1) virtual public hearing held by the City Council; and***

f. ***Consultant shall submit the revised housing element to HCD for review, as detailed in subtask a and b.***

c. Exhibit "C" Schedule of Compensation will have the following added to the Agreement as:

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Total cost for Task 7.4 shall not exceed three thousand seven hundred and ninety dollars ($3,785).

d. Exhibit "D" Schedule of Performance shall be amended to include the following:

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

TASK 7 - Revised Housing Element

Schedule of Performance

Task		Duration	Start Date	End Date	Responsible Party
Task 7 Revised Housing Element					
7.4	**Final Revisions, Re-Adoption and Resubmission**				
	Housing Element Revisions and Required Findings	7 weeks	02/05/2024	03/25/2024	Dudek
	Re-Adoption of Revised Housing Element	1 day	3/26/2024	3/26/2024	Dudek/City
	Public Review Period - AB 215 (2021)	1 week	4/22/2024	4/29/2024	City
	Submission to HCD of Re-Adopted Revised Housing Element	1 week	4/29/2024[1]	5/3/2024[1]	Dudek
-	*HCD Review Period	60 days	5/6/2023[1]	7/5/2023[1]	HCD

1. Dates contingent upon finalized contract augment. May be subject to changes if the City requires additional time for finalizing the contract augment.

Performance of tasks beyond May 3, 2024 will be completed upon mutual written agreement between the parties.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority**. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment , such

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party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

DUDEK, a California corporation

DocuSigned by:

By: Joseph Monaco
61A12CB5F28F42F...

Name: Joseph Monaco
Title: President/Chief Executive Officer - Dudek

DocuSigned by:

By: Amy Paul
3944560277C3450...

Name: Amy Paul
Title: General Counsel & Corporate Secretary

Address: 605 Third Street
Encinitas, CA 92024

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

RESOLUTION NO. 23-47

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH DUDEK FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT OF THE CITY'S GENERAL PLAN

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City and Dudek "Consultant," entered into an ("Agreement") for contractual services dated October 19th 2020 whereby Contractor agreed to provide services related to and completion of an updated 6th Cycle Housing Element of the City's General of the Plan; and

WHEREAS, The California Department of Housing and Community Development ("HCD") requested revisions to the 6th Cycle Housing Element in July 2022, and submission of these revisions is required in order to obtain a certified 6th Cycle Housing Element from the HCD.

WHEREAS, In light of the revisions requested by HCD and the need to revise the draft Housing Element the City and Consultant, now desire to amend the agreement ("Amendment No. 1") to increase the total not-to-exceed contract sum by an additional $16,210.00.

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

SECTION 1. The City Council hereby approves the proposed Amendment No. 1 to the Agreement between the City and Dudek, which includes providing certain consulting services in accordance to revisions requested by HCD (California Department of Housing and Community Development) to the city's 6th Cycle Housing Element noted in the letter dated July 29, 2022, attached as Attachment C.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute Amendment No. 1 in accord with the City's format and procedure in substantially the form attached as Attachment B to the December 13, 2022, staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 1.

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

PASSED, APPROVED AND ADOPTED this 24th day of May 2023.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 23-47 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 24th day of May 2023, and that said Resolution was adopted by the following vote:

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

Donna G. Schwartz, City Clerk

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF SOUTH EL MONTE,** a California municipal corporation ("City"), and **DUDEK,** a California corporation ("Consultant"), is effective as of the day of May 24, 2023 (collectively, the "Parties").

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated 19th day of October, 2020 ("Agreement") whereby Contractor agreed to provide Consultant Services to update the 6th Cycle Housing element of the City's General Plan.

B. The California Department of Housing and Community Development ("HCD") requested revisions to the 6th Cycle Housing element in July 2022, and submission of these revisions is required in order to obtain a certified 6th Cycle Housing Element from the HCD.

C. In light of the revisions requested by HCD in order to obtain a certified 6th Cycle Housing Element, the Agreement requires an amendment increasing the not-to-exceed sum by an additional Sixteen Thousand Two Hundred and Ten Dollars and Zero Cents ($16,210.00) to complete services per the Agreement.

D. Pursuant to Section 1.8 of the Agreement, the City has the right 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 City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer.

E. Pursuant to Section 2.1 of the Agreement, the total not-to-exceed sum (the "Contract Sum") to complete services is currently One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents ($199,995.00).

F. Pursuant to Section 4.3 and Section 1.8 of the Agreement, the City's Contract Officer may approve the increase in compensation by $16,210.00 because it is less than either 10% of the Contract Sum or $25,000.

G. City and Consultant now desire to amend the Agreement to increase the not-to-exceed sum by an additional $16,210.00, for an amended total not-to-exceed sum of Two Hundred Sixteen Thousand Two Hundred and Five Dollars and Zero Cents ($216,205.00) to complete services per the Agreement.

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H. City and Consultant now desire to Amend Exhibit "A" Scope of Services of the Agreement to include the extra work to obtain a certified 6th Housing Element from the HCD.

I. City and Consultant now desire to Amend the Agreement to amend Exhibit "C" Schedule of Compensation section that outlines the additional costs and services provided by consultant for the extra work to obtain a certified 6th housing element from the HCD.

TERMS

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

a. Section 2.1, Term of the Agreement, is hereby amended in its entirety to read as follows:

> "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents ($199,995.00)~~ ***Two Hundred Sixteen Thousand Two Hundred and Five Dollars and Zero Cents ($216,205.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1. 9."

b Exhibit "A" SCOPE OF SERVICES will be amended in its entirety to add the following to Exhibit "A" as follows:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

a. ***Task 7.1 – Consultant shall provide language for incorporation into the Council Resolution to identify findings, for the City's Housing Element, per the State's request. The findings will state that those uses on identified nonvacant sites do not pose a constraint to development.***

b. ***Task 7.2 – Consultant shall create a final redline version and a clean final version of the revised housing element based on the tasks outlined in 7.1 and will advise the City on requirements for document posting in accordance with the housing element law Assembly Bill 215 (2021). Consultant shall package the final revised housing element including the redline version, signed and adopted resolution, a cover letter signed by the***

City and the comment matrix and submit the final revised package to HCD as a hard copy sent via mail and electronic copy sent via email. Consultant shall deliver one (1) hard copy sent via mail and one (1) electronic copy of the final revised housing element sent to HCD.

c. ***Task 7.3—Consultant shall assist in the preparation of exhibits, including review of the staff report, preparation of the resolution, and presentations to the City Council. Consultant shall attend one (1) public hearing (virtual attendance is acceptable) before the City Council for re-adoption of the revised Housing Element before submitting the Housing Element to HCD. Consultant shall assist the City in preparing and presenting the materials at one (1) public hearing held by the City Council. Consultant staff shall attend one (1) virtual public hearing held by the City Council.***

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

A. ***Task 7***

a. ***Consultant shall deliver one (1) hard copy of the revised housing element sent via mail to HCD and;***

b. ***Consultant shall deliver one (1) electronic copy of the final revised housing element sent to HCD.***

c. ***Consultant shall assist the City in preparing presentation materials for one (1) public hearing before the City Council and shall attend one (1) virtual public hearing held by the City Council.***

c. Exhibit "C" Schedule of Compensation will have the following added to the Agreement as:

SCHEDULE OF COMPENSATION

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

See Exhibit "C-1" ***and see Exhibit "C-2"***

II. ***The Consultant's billing rates for all tasks are attached as Exhibit C-2.***

Exhibit C-2

RATES

P2221084 (Housing Element Update)

City of South El Monte
P2221084 (Housing Element Update)
DUDEK ESTIMATED FEE SCHEDULE

DUDEK

9/1/2022

		Dudek Labor Hours and Rates							
	Project Team Role:	Project Director/ Environmental	Specialist IV	Specialist V	Publications Specialist III	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
	Billable Rate:	$265.00	$165.00	$175.00	$150.00				
Task 7	**Revised Housing Element**								
7.1	Revisions and Response to Comments		36	32		68	$11,540.00		$11,540.00
7.2	HCD Coordination, Meetings and Submission to HCD	4	8		4	16	$2,980.00		$2,980.00
	Subtotal 7.1-7.2	4	44	32	4	84	$14,520.00		$14,520.00
7.3	Re-adoption of Revised Housing Element *(Optional Task)*		6	4		10	$1,690.00		$1,690.00
	Subtotal 7.3		6	4		10	$1,690.00		$1,690.00
	Total Hours and Fee (7.1-7.3)	4	50	36	4	94	$16,210.00		$16,210.00
	Percent of Hours	5%	53%	38%	4%				

d. Exhibit "D" Schedule of Performance shall be amended to include the following:

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

Task 7.1 : Revisions and response to comment for revised housing element	*Within 5 days of Full Execution*	*7-9 weeks from start date*	*TBD by City*
Task 7.1 : Housing Element Revisions	*TBD by City*	*4-5 Weeks from start date*	*TBD by City*
Task 7.1 : Finalize Housing Element Revisions	*TBD by City*	*2 Weeks from date of____*	*TBD by City*
Task 7.2: Public Review Period per Assembly Bill (A.B. 215) (2021)	*TBD by City*	*1 Week from date of completion of Tsk 7.1*	*TBD by City*
Task 7.2: Finalized Housing Element	*TBD by City*	*1 Week from start date*	*TBD by City*

Task 7.2: Submission to HCD of Re-Adopted Revised Housing Element		*Within 1 week of final re-adoption by*	
Task 7.3: City Council Re-Adoption Hearing	*TBD by City*	*TBD by City*	*TBD by City*

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority**. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment , such party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

CONSULTANT

By: DocuSigned by: Joseph Monaco 61A12CB5F28F42F...
Name: Joseph Monaco
Title: President/Chief Executive Officer - Dudek

By: DocuSigned by: Emily Hart 01CF77C9CD4840D...
Name: Emily Hart
Title: Assistant Secretary

Address: 605 Third Street
Encinitas, CA 92024

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

RESOLUTION NO. 20-127

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH DUDEK FOR CONSULTING SERVICES TO UPDATE THE HOUSING ELEMENT, AND CREATE THE SAFETY, AND ENVIRONMENTAL JUSTICE ELEMENTS OF THE CITY'S GENERAL PLAN

WHEREAS, the City of South El Monte requires consultant services for the update of Housing Element and create the Safety and Environmental Justice elements of the General Plan, which cannot be handled by City staff; and

WHEREAS, the City seeks to enter into an agreement with Dudek, in an amount not to exceed $199,995, for the update of the Housing, Safety and Environmental Justice Elements, and the completion of the necessary CEQA documentation; and

WHEREAS, the City Council now wishes to authorize the City Manager, or her designee, to execute a contract with Dudek, for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Manager, or her designee, to execute an agreement with Dudek, in an amount not to exceed $199,995 and subject to approval as to form and content by the City Attorney's Office.

PASSED, APPROVED AND ADOPTED this 8th day of December 2020.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-127 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said City Council held on the 8th day of December, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, and Mayor Olmos
NOES: None
ABSENT: None
ABSTAIN: None

Donna G. Schwartz, City Clerk

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

DUDEK

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
DUDEK

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 8th day of December, 2020 by and between the City of South El Monte, a California, a municipal corporation ("City") and DUDEK, a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Ninety Nine Thousand Nine Hundred and Five

Dollars and Zero Cents ($199,995.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Asha Bleier, AICP	Project Manager
(Name)	(Title)
Shannon Wages, AICP	Housing Element Lead
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Ian McAleese, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers

shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims

or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the

default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such

liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

DUDEK, a California corporation

By:_____
Name:_____
Title: Joseph Monaco President/Chief Executive Officer Dudek

By: Christine Moore
Name: Christine Moore
Title: CFO

Address:_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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~~ SAN DIEGO

On DEC. 30, 2020 before me, DANIEL KIL, NOTARY PUBLIC, personally appeared JOSEPH MONACO AND CHANTINE MOORE, 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: _____

DANIEL KIL
Notary Public - California
San Diego County
Commission # 2187922
My Comm. Expires Mar 29, 2021

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
- ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

CONTRACT SERVICES AGREEMENT BY AND BETWEEN SOUTH EL MONTE AND DUDEK
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Task 1 – Project Administration

a. Task 1.1 – Project Kick Off. Consultant will prepare for and attend a kickoff meeting with City staff to review the scope of work, schedule, and collaboration tools. Consultant will discuss with City staff the project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.

b. Task 1.2 – Project Schedule Development. Consultant will prepare a critical path schedule. Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 15, 2021. The schedule shall:

i. Identify project milestones (tasks) with time for staff review of work products throughout the project,

ii. Include public outreach timeline with public meetings and anticipated commission and council hearings,

iii. Include outreach in compliance with SB 18, AB 52 and SB1000 regulations,

iv. Include anticipated environmental review timeline, and

v. Include timelines for response to State HCD review and State HCD certification of the Housing Element Update and City staff review times.

c. Task 1.3 – Project Coordination. Consultant's Project Manager, Asha Bleier, and the task leads, as needed, will meet with City staff for a minimum of ten (10) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved.

Consultant assumes these meetings will be conducted virtually and will provide the City with Zoom video conferencing lines. However, Consultant has included travel budget in case Covid-related restrictions are lifted and meetings are conducted in person at the City offices. Consultant assumes that any requirements for in person meetings will be discussed with the project team in advance and that all parties agree depending on the circumstances at that time and provided Covid-related safety measures are in place. Consultant will prepare a meeting summary, including action items, for each meeting. Consultant will coordinate with staff to create and provide support for presentations City staff and/or stakeholders as necessary.

d. Task 1.4 – RHNA Support. Consultant will assist City staff during the RHNA allocation process, if needed. This support will include developing a timeline for the RHNA review and appeal process (if necessary) and assisting the City throughout the RHNA allocation process.

B. Task 2 – Housing Element Amendment

a. Task 2.1 – Housing Element Review. Consultant will review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element amendment. Consultant will identify all obsolete information, tables, exhibits and illustrations. Consultant will prepare an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2014-2021). This description of the outcomes of the prior Housing Element's goals, objectives, policies, and programs will be prepared to determine effectiveness. Results will be quantified where possible. For each program in the prior Housing Element, a comparative analysis will be conducted comparing planned goals to what was actually achieved. Determinations will be made regarding if the prior Housing Element met, exceeded, or fell short of what was anticipated. Consultant will utilize the Housing Element Annual Progress Reports and other City reports to form the basis for evaluation. A description of the lessons learned from the described review and analysis will be written and will also include how the goals, objectives, policies, and programs in the updated Housing Element will be changed to incorporate the insights gleaned from the analysis.

b. Task 2.2 – Housing Element Assessment. Consultant will complete a housing assessment and needs analysis pursuant to State housing law. Under this task, Consultant will obtain and analyze demographic, economic, infrastructure and housing data. Consultant will create a

demographic profile of the City's population and employment, both current and projected during the timeframe of the Housing Element; and prepare a quantification and evaluation of existing and projected housing needs. The City RHNA numbers and additional resources will be used to address these needs. Existing housing needs will be determined by synthesizing information on housing developments at risk of conversion, housing stock characteristics, overpayment, overcrowding, population, employment, and household characteristics. Future housing needs will be projected using population and employment trends, as well as housing need for all income levels. City RHNA numbers will be utilized here. Special housing needs for uniquely situated residents such as large families, female-headed households, people experiencing homelessness, people with disabilities, and seniors will be considered. Fair housing will also be incorporated into the Housing Update per Assembly Bill 686 requirements. This will include recommendations for additions or adjustments to fair housing goals and actions.

c. Task 2.3 – RHNA Sites Analysis. Consultant will prepare an "adequate sites analysis" showing the relationship between the City's RHNA allocation, and the City's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. If needed, Consultant will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity. Consultant will identify units that are substantially rehabilitated, converted to affordable, or preserved as affordable to be included in the adequate sites requirement. Projects that would potentially qualify for RHNA credit will be specifically identified in collaboration with City staff. Consultant will work with City staff to prepare an inventory for land suitable for residential development. This will include vacant sites and sites with the potential for redevelopment. An analysis of the relationship of zoning and public facilities with these sites will be conducted. Consultant will work with City staff to identify sites and establish necessary units to accommodate the RHNA for lower-income households. The inventory of land suitable for residential development will be focused on sites that can be developed for housing within the planning period. Assessor's data, zoning and land use information, City staff input, public input, and Assembly Bill 686 considerations will all be weighed in forming recommendations. Consultant assumes that the City staff will provide information based on their experience and trends, as well as vacant/non-vacant site verification. Considerations will include existing uses, development and market trends, and availability of regulatory or other incentives. Consultant will prepare a general description of environmental constraints to the development of housing, including a description of water, sewer, and other dry utilities supply. This

would include information on the availability and access to distribution facilities, which Consultant assumes will be provided by City staff.

d. Task 2.4 – Resources Identification. Consultant will identify programmatic, physical, and financial housing resources available in the City. In addition, Consultant will identify governmental and nongovernmental constraints to housing production. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, Consultant will propose strategies to address them. Consultant will identify and analyze potential and current governmental and non-governmental constraints to the maintenance, improvement, or development of housing for all income levels, including housing for people with disabilities. The analysis will include an in-depth land use and policy review including General Plan, zoning, subdivision regulations, and availability of infrastructure and entitlement processes. The analysis will cite specific standards and evaluate their impact on the supply and affordability of housing. This analysis will determine if these local regulations pose constraints and will demonstrate local efforts to remove constraints that hinder a jurisdiction's ability to meet its housing needs. The analysis will address constraints related to cost (i.e., fees and exactions); the Municipal Code; enforcement; land use controls; and approval procedures, timing and certainty. In addition, constraints for people with disabilities will be discussed and non-governmental constraints will be analyzed such as land prices, construction costs and financing availability.. New state law also requires discussion of lending, labor shortage, "not in my backyard" (NIMBY)ism, and private and environmental constraints, which will be discussed in this analysis.

e. Task 2.5 – Housing Element Revisions. Consultant will revise the Housing Element for consistency with other General Plan elements, compliance with State law, and certification by October 2021. Consultant will work with the City to develop goals, policy actions and programs to be included in the Housing Element. These programs will include, at a minimum, an address and removal of housing constraints, an identification of adequate sites, assistance with the development of housing, improvement and conservation of the existing housing stock, preservation of units at-risk of conversion to market rates, and promotion of equal housing opportunities. As part of this effort, Consultant will also survey the various public and private housing services in the City and evaluate the effectiveness of their services and offer recommendations for how to improve services to meet current and projected housing needs. Consultant will participate in up to two working meetings with City staff.

f. Task 2.6 – Housing Element Maps and Figures Updates. Consultant will revise maps and figures in the Housing Element and other elements of the General Plan for consistency throughout the General Plan document. Consultant has an in-house team of graphic designers that will create visually appealing and easy to understand maps and graphics to accompany the Element. Consultant also has access to Urban Footprint that can be used for mapping needs.

C. Task 3 – Safety and Environmental Justice Element Creation.

As previously described, because of the current structure and inclusion of public health in the current General Plan Public Safety Element and because the entirety of the City is located in high ranking pollution burdened areas (refer CalEnviroScreen 3.0 snapshot), Consultant proposes that the most prudent and cost-effective approach is to address environmental justice concerns specific to SB 1000 in a new combined Safety and Environmental Justice Element, which will build off and replace the existing Public Safety Element.

a. Task 3.1 – Review Safety and Environmental Justice Element Requirements. Consultant will review the requirements for the Safety and Environmental Justice Element to determine what will need to be drafted to be in compliance with State law. A combined element meets the legal requirements and will provide the City with an improved path forward during implementation. Under this task, Consultant will create a "regulatory crosswalk" (i.e., a spreadsheet for identifying regulatory requirements) that includes the key requirements of the Office of Planning and Resource OPR guidelines for Safety and Environmental Justice Elements. Consultant will use this crosswalk to document changes to the plan and confirm that the plan meets all applicable requirements. Consultant have found that the use of these crosswalks help during staff and decision- maker review to explain how the plan was developed and document the use of best practices. These crosswalks also assist in review, as they provide a shared framework from which policy can be adjusted, providing staff and decision makers' flexibility by easily allowing them to reference the legal requirements.

b. Task 3.2 – Create a Draft Safety and Environmental Justice Element. Under this task, Consultant will prepare a draft Safety and Environmental Justice Element for staff review and comment. As part of this effort, Consultant will perform a risk assessment in accordance with the requirements of SB 1000 and the guidance outlined in the California Adaptation Planning Guide 2.0 requirements. First, Consultant will map the spatial extent of the following hazards and public health concerns:

i. Historic Hazards

1. Seismic hazards

2. Landslides

3. Hazardous materials managements

ii. Historic Hazards Influenced by Climate Change

1. Flooding

2. Wildfires

iii. Emerging Climate-Related Hazards

1. Air Pollution

2. Extreme heat

iv. Public Health and Environmental Justice Concerns

1. Park access

2. Active and public transportation access

3. Civic institution access (e.g., libraries, community centers)

4. Food access

5. Health risk factors

For each hazard, Consultant will highlight which populations (e.g. such as the elderly or those without cars) are most vulnerable to each hazard.

Consultant will also document the presence of these groups in the City's disadvantaged communities, the City as a whole, and the State. In coordination with the first-responder stakeholders, Consultant will identify important critical assets needed to respond and recover from hazard events. The identified assets will include, at a minimum, emergency response facilities (e.g., hospitals, fire stations), utilities and communication infrastructure, and transportation infrastructure. Consultant will map these assets and determine which facilities are at risk. Consultant will assess how to fortify critical assets in hazard zones that cannot feasibly be relocated outside of hazard zones.

c. Task 3.3 – Revise Safety and Environmental Justice Element. Consultant will work with City staff to revise the draft Safety and Environmental Justice Element to ensure consistency with other General Plan elements and compliance with State law. This task assumes one round of revision and up to two virtual working meeting to work through any additional changes.

D. Task 4 – Community Outreach and Engagement.

Below is Consultant's of the approach to perform a robust community outreach and engagement effort for the Housing Element to gather community perspectives on issues including, but not limited to, housing affordability, housing types and design, housing delivery strategies and housing financing methods. Consultant will work with the City to refine the tasks below into a Public Engagement Plan, which outlines the advertising and data collection methodologies of each subtask and potential substitution of subtasks to best fit the needs of the planning process

a. Task 4.1 – Outreach Programming, Virtual Engagement. Consultant will coordinate with the City to create a project webpage on the City's website that hosts the outreach events and information about the planning process, including the online public meetings, recordings, and online survey. The webpage will include the following building blocks and will be further refined in conversations with City staff:

i. A 'News and Events' blog that can be updated by non-technical project staff with the option of allowing moderated public comments,

ii. An 'About' section describing the project goals and timeline,

iii. A 'Resources' section providing links to project related documents (e.g., reports, maps, links to recorded online public meetings), editable and updateable by non- technical staff,

iv. A form allowing visitors to subscribe to a project email subscription database, and

v. A 'Frequently Asked Questions (FAQ)' page, updateable by non-technical staff.

b. Stakeholder Engagement. Consultant will work with the City to identify and interview relevant stakeholders from the private, public and non-profit sectors who play a role in addressing housing needs in the City. Consultant will conduct one collective virtual stakeholder presentation and follow up with individual break-out meetings in the form of phone interviews. Consultant has budgeted two days' worth of stakeholder interviews and will remain flexible to hold these during times most convenient for the stakeholders. Consultant will maintain a contact sheet of all stakeholders and work with City staff to arrange meeting times. Consultant will be responsible for preparing presentations and questions and record minutes for each meeting.

c. Online Public Workshop One – Project Introduction and Community Visioning. In the first community online public meeting, Consultant will introduce the project and the purpose of the project. Consultant will explain how the City and the Consultant will work with the community to create the elements. Specifically, Consultant will explain the key legal outcomes of both elements and how these plans will be used by the City so that it remains a great place to live. Community visioning will focus on general community goals that can be implemented in the Housing and Safety/Environmental Justice Elements. Consultant will collect data through the use of polls in the online public meeting. Consultant will also have time at the end of online public meeting for free-flowing discussion where people can ask questions or make recommendations. People who are not comfortable talking can use the chat feature to add questions or comments. The online public meeting will also include links to the online platforms, survey, and an email to submit comments.

d. Online Public Workshop Two – Policy Review. In the second community online public meeting, Consultant will review potential policy ideas generated by the project team. Consultant will arrange the policies by the technical feasibility and cost to help inform participants of the potential

ease of implementation. Consultant will run simple polls to identify the most supported policies, then will lead a nuanced discussion on how these policies can be further customized to best meet the needs of the community.

e. Online Public Workshop Three – Plan Review. The final community online public meeting will function similar to a public workshop and will occur after the public review draft is published. Consultant will present an overview of the plan and key findings for those participants who may not have reviewed the plan. Consultant will highlight where the plan is located and how to submit written comments, and will answer specific questions. Consultant will submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.

f. Task 4.2 – Public Meetings. Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and City Council. Consultant's project manager and task leads will be prepared to attend, in total, a minimum of three (3) public hearings held by the Planning Commission and/or City Council.

E. Task 5 – Facilitation of Review and Approval of General Plan Amendments

a. Task 5.1 - Ongoing Staff Review Draft of Housing Element Amendments, and Safety and Environmental Justice Element Drafts. As work progresses, Consultant will provide drafts of each element section for review. Consultant will coordinate with City staff to provide adequate time for review and discussion of revisions for each element. Consultant assumes one administrative draft and one public review draft, with up to two virtual working meetings with City staff to address comments. This work is included in Tasks 2.6 and 3.3.

b. Task 5.2 - First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft. Consultant will work with City staff to review comments/suggestions on previous versions. Consultant will incorporate revisions and prepare final drafts of the Housing, Safety, and Environmental Justice Elements using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. This will include conducting the proper public outreach and notifying interested parties and agencies.

c. Task 5.3 - First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft. Following public review and

comment period, consultant will prepare Final Draft Housing, Safety, and Environmental Justice Elements in response to comments from State HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public.

d. Task 5.4 - State Certification and City Adoption. Consultant will help the City to facilitate State review and certification of the Housing Element. Upon adoption of the Final Draft Housing, Safety, and Environmental Justice Elements by the City Council, Consultant will prepare a final version of the documents for inclusion in the General Plan document.

e. Task 5.5 - Public Noticing. Consultant will prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and State regulations. Consultant will coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition, Consultant will carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

F. Task 6 – Environmental Analysis.

a. Task 6.1 - Environmental Determination. Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Housing, Safety, and Environmental Justice Elements in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq). Since the level of environmental review has not yet been determined, this proposal includes two optional tasks: Mitigated Negative Declaration (MND) and an Environmental Impact Report (EIR).

b. Task 6.2 - Draft of Environmental Analysis. Consultant will provide legally defensible documents that are supported by substantial evidence. Consultant will conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner. Consultant's environmental experts will work collaboratively with the City; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes.

c. Option 1: MND. For Option 1, Consultant will complete the following tasks:

i. Consultant will prepare a comprehensive project description. Consultant will complete any background or data collection as needed. It is not anticipated that any technical studies will be required for the MND.

ii. Consultant will then prepare an internal review draft of the Initial Study ("IS")/Negative Declaration("ND")/MND and provide one electronic copy to the City. Consultant will revise per one consolidated set of review comments from the City.

iii. Consultant will prepare a draft for public review of the ND/MND and provide one electronic copy to the City.

iv. Consultant will prepare the Notice of Completion and Notice of Intent to Adopt. Consultant will assist with the review and response to any public comments (up to 15 comments; one letter may have multiple comments), and revise the document as needed.

v. Consultant will prepare the Mitigation, Monitoring and Reporting Program if applicable. Consultant will prepare the final document for public hearings.

d. Option 2: Program EIR (PEIR). Working in coordination with City staff, Consultant will prepare the PEIR, beginning with the Introduction, Environmental Setting and Project Description. The PEIR will build off the analysis conducted in the Technical Reports to present an analysis of the environmental effects of the project. Environmental issues addressed in the PEIR will be consistent with the CEQA Guidelines and Appendix G. The PEIR will include an analysis of the anticipated impacts of the project as well as recommendations for measures to reduce or avoid impacts, an assessment of how the project may contribute to cumulatively considerable impacts, an evaluation of a reasonable range of feasible alternatives, and a review of other CEQA considerations, including the projects potential to induce growth and result in the significant irretrievable commitment of natural resources. Preparation of the PEIR will be an iterative process. Following refinement of the Project Description and completion of Technical Reports, Consultant will prepare an Administrative Draft PEIR to submit to the City for review. Upon completion of the City's review, Consultant will revise the Administrative Draft into a Screencheck Draft PEIR for a final review by City staff. Following review of the Screencheck Draft, Consultant will prepare the public review Draft PEIR. As part of this task, Consultant will also

prepare the Notice of Completion (NOC), Notice of Availability (NOA), and the Governor's Office of Planning and Research (OPR) Summary Form. The City will have one (1) round of review and comment on the NOC, NOA, and OPR Summary Form. Following the public's review of the Draft PEIR, Consultant will begin preparation of the Final PEIR by organizing any comment letter received, naming each letter, and assigning an alphanumeric designator, and bracketing each letter. Consultant will provide draft Response to Comments and prepare revisions to the Final PEIR; it is assumed Consultant will respond to up to 30 comments (note: one comment letter may have multiple comments). An Administrative Final PEIR will be submitted to City staff for review. Consultant will prepare a revised Administrative Draft PEIR, including the Response to Comments, for the City to review; and, thereafter, submit a revised Screencheck Final PEIR, including a Draft Mitigation Monitoring and Reporting Program. Following staff's review of the Screencheck Final PEIR, Consultant will prepare the Final PEIR for consideration by the City Planning Commission and City Council. Consultant will also review the City's draft Findings of Fact and Statement of Overriding Considerations.

e. Technical Reports to Support EIR; Air Quality and GHG. Consultant will prepare a combined technical report assessing the air quality and greenhouse gas (GHG) emissions impacts of the project utilizing the significance thresholds in Appendix G of the CEQA Guidelines. Technical documentation, including detailed emission estimates, will be provided in an appendix. Consultant will estimate construction and operational emissions of criteria air pollutant using the California Emissions Estimator Model (CalEEMod) based on basic land use inputs and evaluate significance based on the City's significance criteria. If appropriate, we will identify mitigation measures to be incorporated into future projects. Consultant will also use CalEEMod to estimate GHG emissions from mobile sources, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal at buildout of the HEU based on the same assumptions utilized in the air quality analysis. Consultant will also estimate the GHG emissions from operation of the existing land use parcels that would change under the HEU, which will be used to calculate the net change in GHG emissions before evaluating against appropriate significance criteria.

f. Cultural and Historic Resources. For the purposes of this project, a programmatic cultural resources analysis is most appropriate. This analysis includes: 1) Completion of a California Historical Resources Information System (CHRIS) records search for the entire Project area (no buffer); 2) Native American Coordination, including request of a Sacred

Lands File search with the Native American Heritage Commission (NAHC), outreach letters to tribes, and assistance with the City's required Assembly Bill (AB)-52 and Senate Bill (SB)- 18 processes; 3) Limited windshield survey of the Project area; 4) Limited background research to develop a Project-area context for the PEIR; and 5) completion of a cultural resources impacts assessment in support of the PEIR. For archaeological resources, the background research task will include a limited GIS sensitivity model based on existing knowledge of archaeological resources (prehistoric and historic period), to better support conclusions regarding the potential to encounter archaeological resources. Consultant anticipates the sensitivity model to include input from consulting tribes regarding tribal cultural resources. No resource evaluations will be conducted as part of the analysis, nor will any intensive-level surveys. However, the PEIR will include detailed mitigation measures for identification and treatment of archaeological and historic built environment resources in order to facilitate future project-specific activities within the proposed project area.

g. Noise. With information prepared from the traffic impact analysis (TIA), Consultant will assess regional changes to traffic noise by comparing existing and future volumes at a quantity of up to the same set of roadway segments studied in the TIA, or that correspondingly adjoin up to a quantity of twenty potential housing sites studied by the HEU. Traffic noise for the existing conditions scenario will be estimated with the Federal Highway Administration (FHWA) Traffic Noise Model (version 2.5) or an alternative method at Consultant discretion. Consultant will also evaluate construction noise and vibration, as well as non-transportation stationary operation noise, and recommend mitigation measures to reduce impacts on noise and vibration to the extent feasible. The results of the analysis will be presented in a Noise Technical Report.

h. Traffic. The transportation analysis for the PEIR will primarily be based on the vehicle miles traveled (VMT) metric consistent with SB 743 that requires that transportation impacts under CEQA be evaluated by VMT, and not, levels of service (LOS). To determine the trip generation estimates of the HEU, Consultant will conduct a trip generation analysis of the mix of residential uses of the project, including calculating net trip generation estimates of the project to account for the changes in land uses, based on the San Diego Association of Governments' (SANDAG's) *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region* (2002). Consultant will work with SANDAG to update the current Series model to provide model VMT output for the Existing Condition, the current Horizon Year (future buildout) Condition, and the Horizon Year Condition with the HEU. The VMT output for per capita and service

population metrics will be compared to Citywide and regional VMT metrics to determine VMT impacts of the HEU, and appropriate and feasible mitigation measures will be evaluated.

i. Task 6.3 - Environmental Noticing, Outreach and Filing. Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the General Plan elements update. If necessary, Consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. This includes preparing notices and mailings for SB 18, AB 52 and SB1000 compliance, and completing response to comments. Consultant will also prepare a power point presentation for public scoping meeting. Consultant assumes the City will provide and maintain the public review contact list.

j. Task 6.4 - Final Draft of Environmental Analysis. Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment. This work is included in the Task 6.2 above.

k. Task 6.5 - Adoption As Needed. Consultant will prepare final findings of fact and statement of overriding considerations, and provide to City for review prior to distribution. Consultant will prepare and submit requiring filings with State agencies and County Recorder's Offices.

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

A. Task 1

a. Meeting summary.

b. Initial project schedule.

B. Task 2

a. Administrative Draft of Housing Element, in Microsoft Word and PDF.

b. Public Review Draft of Housing Element, in Microsoft Word and PDF.

C. Task 3

a. Administrative draft of the Safety and Environmental Justice Element, in Microsoft Word and PDF.

b. Public Review draft of the Safety and Environmental Justice Element, in Microsoft Word and PDF.

D. Task 4

a. Final draft outreach program.

b. Word document with webpage language and links.

c. Stakeholder Contact Sheet.

d. Stakeholder Interviews, including Presentation, Attendance and Meeting Minutes (1 collective presentation and 2 days of stakeholder interviews).

E. Task 5

a. A total of 10 bound copies, one electronic copy in Microsoft Word format, one electronic copy in Adobe PDF of the Public Review Draft Housing and Safety/Environmental Justice Elements.

b. A total of 10 bound copies, one electronic copy in Microsoft Word format, one electronic copy in Adobe PDF of the Final Draft Housing and Safety/Environmental Justice Elements.

F. Task 6

a. Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Draft Environmental Analysis.

b. One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word.

c. Twenty (20) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Final Draft Environmental Analysis.

d. One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word.

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

a. Weekly updates, containing information on all work completed to date and any potential concerns relating to future delays or issues completing work.

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

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

a. Asha Bleier, Project Manager

b. Shannon wages, Housing Element Lead

c. Rose Newberry, Safety and Environmental Justice Lead

d. Erika Van Sickel, Housing Planner

e. Michael Huff, Safety Planner – Hazards, Wildfire, and Evacuation

f. Lisa Maier, CEQA

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 1.1, Scope of Services, is hereby amended as follows (deleted language is shown in ~~strikethrough~~, with amended language shown in *bold, italics*):

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

I. Section 5.3, Indemnification, is hereby amended as follows (deleted language is shown in strikethrough, with amended language shown in *bold, italics*):

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

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith. ***Consultant is only required to provide payment in support of this defense, and need not provide an attorney for the City***;

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

See Exhibit "C-1"

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

Not Applicable.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

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

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

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

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

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

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

EXHIBIT C-1

RATES

	Dudek Labor Hours and Rates									
Project Team Role:	Project Director/Environmental	Senior Specialist II	Specialist II	Analyst III	Analyst V	Project Director/Environmental	Publications Specialist II	Technical Editor I	Graphics Designer III	Spec
Team Member:	Asha Bleier	Shannon Wages	Rose Newberry	Erika Van Sickel	Lisa Maier	Michael Huff	Publications Specialist II	Technical Editor I	Graphics Designer III	Sar M
Billable Rate:	$245	$200	$145	$100	$120	$245	$95	$115	$145	$
Project Administration										
Project Kick Off	4	2	2	2	2					
Project Schedule Development	12		10							
Project Coordination	18	32	15	8						
RHNA Support (As Needed)	10	10								
Subtotal Task 1	**44**	**44**	**27**	**10**	**2**					
Housing Element Amendment										
Housing Element Review	4	8		16						
Housing Element Assessment	8	16		32						
RHNA Site Analysis	8	12		30						
Resource Identification	2	12		24						
Housing Element Revisions	8	16		20			8	16		
Housing Element Maps and Figures Update	8	8		16			8		16	
Subtotal Task 2	**38**	**72**		**138**			**16**	**16**	**16**	
Safety and Environmental Justice (EJ) Element Creation										
Review Safety and EJ Element Requirements	4		24							
Create Draft Safety and EJ Element	12		40	16	12	16	8	12	16	
Revise Draft Safety and EJ Element	4		24			4	2	2	8	
Subtotal Task 3	**20**		**88**	**16**	**12**	**20**	**10**	**14**	**24**	
Community Engagement and Public Hearings										
Prepare Outreach Programming	16	20	28	28					16	
Public Meetings	20	16	16							
Subtotal Task 4	**36**	**36**	**44**	**28**					**16**	
Facilitation of Review and Approval of General Plan Amendments										
Ongoing Staff Review	8	8	8							
First Draft of Housing, Safety/EJ Elements	4	8	8	8			6			
Final Draft of Housing, Safety/EJ Elements	4	8	8	8			6			
State Certification and City Adoption	8	32								
Public Noticing					12					
Subtotal Task 5	**24**	**56**	**24**	**16**	**12**		**12**			
Environmental Analysis										
Environmental Determination	4									
Draft MND	4				125	16	12	20	4	
Environmental Noticing, Outreach and Filing	2						14			

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

Title	Start Date	Duration	End Date
Project Kick Off	11/26/2020	0	11/26/2020
Project Schedule Development	12/3/2020	0	12/3/2020
Project Coordination	11/26/2020	323	10/15/2021
RHNA Support (As Needed)	12/3/2020	96	3/9/2021
Housing Element Review	12/3/2020	31	1/3/2021
Housing Element Assessment	12/3/2020	62	2/3/2021
RHNA Site Analysis	1/3/2021	96	4/9/2021
Resource Identification	12/3/2020	62	2/3/2021
Housing Element Revisions	4/9/2021	91	7/9/2021
Housing Element Maps and Figures Update	4/9/2021	91	7/9/2021
Review Safety and EJ Element Requirements	12/3/2020	31	1/3/2021
Create Draft Safety and EJ Element	1/3/2021	96	4/9/2021
Revise Draft Safety and EJ Element	4/9/2021	30	5/9/2021
Prepare Outreach Programming	12/3/2020	243	8/3/2021
Public Meetings	8/3/2021	61	10/3/2021
Ongoing Staff Review	4/9/2021	91	7/9/2021
First Draft of Housing, Safety/EJ Elements	6/9/2021	30	7/9/2021
Final Draft of Housing, Safety/EJ Elements	7/9/2021	31	8/9/2021
State Certification and City Adoption	9/9/2021	0	9/9/2021
Public Noticing	8/9/2021	31	9/9/2021
Environmental Determination	2/9/2021	5	2/14/2021
Draft of Environmental Analysis	2/14/2021	115	6/9/2021
Environmental Noticing, Outreach and Filing	6/9/2021	30	7/9/2021

Final Draft of Environmental Analysis	7/9/2021	31	8/9/2021
Adoption (As Needed)	8/9/2021	31	9/9/2021
HCD Certification Process (3 months from Oct 2021)	10/1/2021	93	1/2/2022

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

A. See Above

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

605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760 942 5147 F 760 632 0164

Cover Letter

October 29, 2020

Proposal for Housing, Safety and Environmental Justice Element Update Services
Attention: Ian McAleese, Assistant Planner
C/o Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, California 91733

Subject: **Consulting Services for the City of South El Monte's Housing, Safety and Environmental Justice Element Update**

Dear Mr. McAleese,

Dudek appreciates the opportunity to present our proposal for the City of South El Monte (City's) Housing, Safety and Environmental Justice Element Update. Dudek's planning and urban design team is committed to helping California municipalities create and implement their General Plans while maintaining their community visions. Our team has extensive housing element experience. We are including a scope of services tailored to your needs.

Our team brings the following strengths to this important project:

Unparalleled Experience. Dudek has provided planning and environmental services to more than 60 California cities, including Sierra Madre, Fullerton, and Lomita. Our most recent experience includes 6th Cycle Housing, and Safety Element Update for City of Lomita; Safety, and Environmental Justice Elements Update for City of El Cajon; 6th Cycle Housing, Safety, and Environmental Justice Elements Update for City of Highland; 6th Cycle Housing Element Update for City of Indio; and award-winning general plan update (including Safety and Environmental Justice Elements) for City of Placentia.

Public Outreach Specialists. Our planning and Web-design teams are experts at facilitating outreach activities virtually and in person. To generate meaningful engagement during the stay-at-home orders and anticipated physical distancing through 2020, our team has created interactive project websites, online public meetings with immediate feedback polling, and online mapping activities. Our team includes native and fluent Spanish speakers to facilitate the input of linguistically isolated members of the community. Our team tailors outreach to best influence the plan and documents events according to state guidance and grant funding requirements.

Graphic and Easy-to-Understand Plans. Our planning team includes skilled graphic designers who can quickly communicate complex ideas into infographics. Our team summarizes policy recommendations and prioritization into easy-to-understand tables that help community members interpret the frameworks used in the plan. Our plans are clear, concise, and visually interesting and are accessible to all.

An Innovative and Tailored Approach. Dudek's planners pride themselves on creating plans that are uniquely tailored to the needs of a community and can create real, lasting impact. Dudek's experience as contract planning staff for local jurisdictions gives us a strong understanding of how plans can be effectively implemented over time. Our approach to housing elements includes data-driven focused policy, prioritizing policies and projects that maximize co-benefits, and to reinforce the communities' vision as a whole.

We welcome any questions and look forward to the opportunity to further discuss our unique approach, capabilities, and proven track record with similar projects. You may reach Asha Bleier, AICP, at ableier@dudek.com or (760) 479-4858.

Sincerely,

Asha Bleier, AICP
Project Manager

Joseph Monaco, AICP
President/CEO

Joseph Monaco is authorized to sign on behalf of Dudek.

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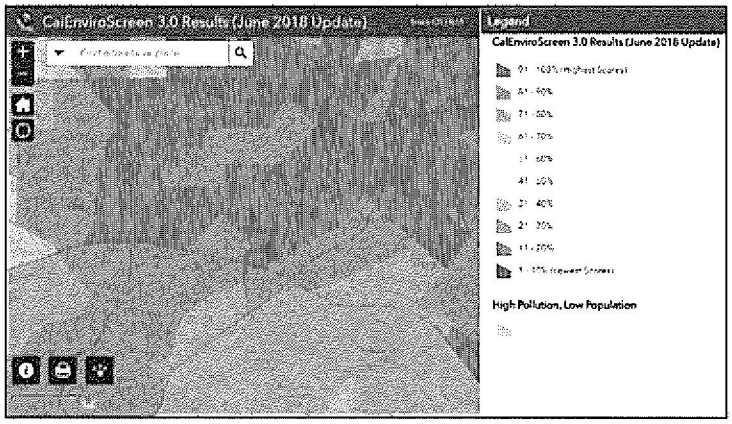
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Work Proposal

Project Understanding and Approach

Dudek understands the critical importance of the timely adoption of a quality and legally defensible Housing Element to meet the requirements of the State Department of Housing and Community Development (HCD) and also to supporting the City. Dudek will review the existing 2014–2021 Housing Element and will track its implementation by comparing projected goals and what has been achieved. Dudek will work with the City to address lessons learned from the previous Housing Element, and identify policies that should be retained, removed, or adjusted. Dudek will then prepare a housing needs assessment based on the Regional Housing Needs Assessment (RHNA) and fair housing goals outlined in Assembly Bill (AB) 686. This will be followed by a sites and constraints analysis to identify available land and regulatory constraints to meeting the housing needs. Lastly, Dudek will develop programs to implement the Housing Element that are consistent with state law and are suited to meet the specific needs of the community and provide a high quality of life to all.

As a result of Senate Bill (SB) 379, the City must also update its Safety Element to include climate adaptation and resilience consistent with the Adaptation Planning Guide. Dudek will build on the existing Safety Element, identifying where new data and climate change forecasts exist. Using this data, as well as information from the California Communities Environmental Health Screening Tool (CalEnviroScreen), Dudek will identify key vulnerabilities in the City where hazards pose the greatest risk and populations face the most difficulty preparing, responding, and recovering from hazard events. Dudek will develop policy that addresses the specific needs identified in Safety Element through data review and public outreach. Dudek will also focus on policy that has clear co-benefits and implements other community values and goals.



To meet the requirements of SB 1000 and per Government Code Sections 65302 et seq., Dudek will prepare an Environmental Justice Element. Specifically, because census tracts in City rank in the top 25% most disadvantaged in the state on CalEnviroScreen, the City must prepare an Environmental Justice Element or incorporate environmental justice policies into the General Plan. Dudek believes, because of the current structure and inclusion of public health in the current General Plan Public Safety Element and because the entirety of the City is located in high ranking pollution burdened areas (refer CalEnviroScreen 3.0 snapshot), the most prudent and cost-effective approach is to address environmental justice concerns specific to SB 1000 in a new Safety and Environmental Justice Element, which will build off and replace the existing Public Safety Element. A combined element meets the legal requirements and will provide the City with an improved path forward during implementation.

Scope of Work

Task 1 Project Administration

Tasks 1.1 Project Kick off

Dudek will prepare for and attend a kickoff meeting with City staff to review the scope of work, schedule, and collaboration tools. Dudek will discuss with City staff the project expectations regarding coordination, reporting, deliverables and all relevant project information. Dudek will prepare a meeting summary with project goals, objectives and action items.

Task 1.2 Project Schedule Development

Dudek will prepare a critical path schedule. Dudek will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 15, 2021. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project,
- Include public outreach timeline with public meetings and anticipated commission and council hearings,
- Include outreach in compliance with SB 18, AB 52 and SB1000 regulations,
- Include anticipated environmental review timeline, and
- Include timelines for response to State HCD review and State HCD certification of the
- Housing Element Update and City staff review times

Task 1.3 Project Coordination

Dudek's Project Manager, Asha Bleier, and the task leads, as needed, will meet with City staff for a minimum of ten (10) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved. Dudek assumes these meetings will be conducted virtually and will provide the City with Zoom video conferencing lines. However, Dudek has included travel budget in case Covid-related restrictions are lifted and meetings are conducted in person at the City offices. Dudek assumes that any requirements for in person meetings will be discussed with the project team in advance and that all parties agree depending on the circumstances at that time and provided Covid-related safety measures are in place.

Dudek will prepare a meeting summary, including action items, for each meeting. Dudek will coordinate with staff to create and provide support for presentations City staff and/or stakeholders as necessary.

Task 1.4 RHNA Support (As Needed)

Dudek will assist City staff during the RHNA allocation process, if needed. This support will include developing a timeline for the RHNA review and appeal process (if necessary) and assisting the City throughout the RHNA allocation process. Dudek assumes up to 20 hours for this task.

Task 1 Deliverables

- Meeting summary
- Initial project schedule, monthly updated schedules
- Meeting summaries

Task 2 Housing Element Amendment

Task 2.1 Housing Element Review

Dudek will review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element amendment. Dudek will identify all obsolete information, tables, exhibits and illustrations. Dudek will prepare an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2014-2021). This description of the outcomes of the prior Housing Element's goals, objectives, policies, and programs will be prepared to determine effectiveness. Results will be quantified where possible.

For each program in the prior Housing Element, a comparative analysis will be conducted comparing planned goals to what was actually achieved. Determinations will be made regarding if the prior Housing Element met, exceeded, or fell short of what was anticipated. Our team will utilize the Housing Element Annual Progress Reports and other City reports to form the basis for evaluation. A description of the lessons learned from the described review and analysis will be written and will also include how the goals, objectives, policies, and programs in the updated Housing Element will be changed to incorporate the insights gleaned from the analysis.

Task 2.2 Housing Element Assessment

Dudek will complete a housing assessment and needs analysis pursuant to State housing law. Under this task, Dudek will obtain and analyze demographic, economic, infrastructure and housing data.

Dudek will create a demographic profile of the City's population and employment, both current and projected during the timeframe of the Housing Element; and prepare a quantification and evaluation of existing and projected housing needs. The City RHNA numbers and additional resources will be used to address these needs. Existing housing needs will be determined by synthesizing information on housing developments at risk of conversion, housing stock characteristics, overpayment, overcrowding, population, employment, and household characteristics. Future housing needs will be projected using population and employment trends, as well as housing need for all income levels. City RHNA numbers will be utilized here. Special housing needs for uniquely situated residents such as large families, female-headed households, people experiencing homelessness, people with disabilities, and seniors will be considered. Fair housing will also be incorporated into the Housing Update per Assembly Bill 686 requirements. This will include recommendations for additions or adjustments to fair housing goals and actions.

Task 2.3 RHNA Sites Analysis

Dudek will prepare an "adequate sites analysis" showing the relationship between the City's RHNA allocation, and the City's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. If needed, Dudek will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity.

Dudek will identify units that are substantially rehabilitated, converted to affordable, or preserved as affordable to be included in the adequate sites requirement. Projects that would potentially qualify for RHNA credit will be specifically identified in collaboration with City staff. Dudek will work with City staff to prepare an inventory for land suitable for residential development. This will include vacant sites and sites with the potential for redevelopment. An analysis of the relationship of zoning and public facilities with these sites will be conducted. Dudek will work with City staff to identify sites and establish necessary units to accommodate the RHNA for lower-income households. The inventory of land suitable for residential development will be focused on sites that can be developed for housing within the planning period. Assessor's data, zoning and land use information, City staff input, public input, and Assembly Bill 686 considerations will all be weighed in forming recommendations.

Dudek assumes that the City staff will provide information based on their experience and trends, as well as vacant/non-vacant site verification. Considerations will include existing uses, development and market trends, and availability of regulatory or other incentives. Dudek will prepare a general description of environmental constraints to the development of housing, including a description of water, sewer, and other dry utilities supply. This would include information on the availability and access to distribution facilities, which Dudek assumes will be provided by City staff.

Task 2.4 Resources Identification

Dudek will identify programmatic, physical, and financial housing resources available in the City. In addition, Dudek will identify governmental and nongovernmental constraints to housing production. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, Dudek will propose strategies to address them.

Dudek will identify and analyze potential and current governmental and non-governmental constraints to the maintenance, improvement, or development of housing for all income levels, including housing for people with disabilities. The analysis will include an in-depth land use and policy review including General Plan, zoning, subdivision regulations, and availability of infrastructure and entitlement processes. The analysis will cite specific standards and evaluate their impact on the supply and affordability of housing. This analysis will determine if these local regulations pose constraints and will demonstrate local efforts to remove constraints that hinder a jurisdiction's ability to meet its housing needs. The analysis will address constraints related to cost (i.e., fees and exactions); the Municipal Code; enforcement; land use controls; and approval procedures, timing and certainty. In addition, constraints for people with disabilities will be discussed and non-governmental constraints will be analyzed such as land prices, construction costs and financing availability.. New state law also requires discussion of lending, labor shortage, "not in my backyard" (NIMBY)ism, and private and environmental constraints, which will be discussed in this analysis.

Task 2.5 Housing Element Revisions

Dudek will revise the Housing Element for consistency with other General Plan elements, compliance with State law, and certification by October 2021

Dudek will work with the City to develop goals, policy actions and programs to be included in the Housing Element. These programs will include, at a minimum, an address and removal of housing constraints, an identification of adequate sites, assistance with the development of housing, improvement and conservation of the existing housing stock, preservation of units at-risk of conversion to market rates, and promotion of equal housing opportunities. As part of this effort, Dudek will also survey the various public and private housing services in the City and evaluate the effectiveness of their services and offer recommendations for how to improve services to meet current and projected housing needs. Dudek will participate in up to two working meetings with City staff.

Task 2.6 Housing Element Maps and Figures Updates

Dudek will revise maps and figures in the Housing Element and other elements of the General Plan for consistency throughout the General Plan document. Dudek has an in-house team of graphic designers that will create visually appealing and easy to understand maps and graphics to accompany the Element. Dudek also has access to Urban Footprint that can be used for mapping needs.

Task 2 Deliverables:

- Administrative draft of the Housing Element in Microsoft Word and PDF
- Public Review draft of the Housing Element in Microsoft Word and PDF
- 2 working meetings with City staff

Task 3 Safety and Environmental Justice Element Creation

As previously described, because of the current structure and inclusion of public health in the current General Plan Public Safety Element and because the entirety of the City is located in high ranking pollution burdened areas (refer CalEnviroScreen 3.0 snapshot), Dudek proposes that the most prudent and cost-effective approach is to address environmental justice concerns specific to SB 1000 in a new combined Safety and Environmental Justice Element, which will build off

and replace the existing Public Safety Element. Therefore, Tasks 3 and 4 of the RFP are combined here in Task 3.

Task 3.1 Review Safety and Environmental Justice Element Requirements

Dudek will review the requirements for the Safety and Environmental Justice Element to determine what will need to be drafted to be in compliance with State law.

A combined element meets the legal requirements and will provide the City with an improved path forward during implementation.

Under this task, Dudek will create a "regulatory crosswalk" (i.e., a spreadsheet for identifying regulatory requirements) that includes the key requirements of the Office of Planning and Resource OPR guidelines for Safety and Environmental Justice Elements. Dudek planners will use this crosswalk to document changes to the plan and confirm that the plan meets all applicable requirements. Dudek planners have found that the use of these crosswalks help during staff and decision- maker review to explain how the plan was developed and document the use of best practices. These crosswalks also assist in review , as they provide a shared framework from which policy can be adjusted, providing staff and decision makers' flexibility by easily allowing them to reference the legal requirements.

Task 3.2 Create a Draft Safety and Environmental Justice Element

Under this task Dudek will prepare a draft Safety and Environmental Justice Element for staff review and comment.

As part of this effort, Dudek will Dudek will perform a risk assessment in accordance with the requirements of SB 1000 and the guidance outlined in the California Adaptation Planning Guide 2.0 requirements. First, Dudek will map the spatial extent of the following hazards and public health concerns:

Historic Hazards

- Seismic hazards
- Landslides
- Hazardous materials managements

Historic Hazards Influenced by Climate Change

- Flooding
- Wildfires

Emerging Climate-Related Hazards

- Air Pollution
- Extreme heat

Public Health and Environmental Justice Concerns

- Park access
- Active and public transportation access
- Civic institution access (e.g., libraries, community centers)
- Food access
- Health risk factors

For each hazard, Dudek will highlight which populations (e.g. such as the elderly or those without cars) are most vulnerable to each hazard). Dudek will also document the presence of these groups in the City's disadvantaged communities, the City as a whole, and the State.

In coordination with the first-responder stakeholders, Dudek will identify important critical assets needed to respond and recover from hazard events. The identified assets will include, at a minimum, emergency response facilities (e.g., hospitals, fire stations), utilities and communication infrastructure, and transportation infrastructure. Dudek will map these assets and determine which facilities are at risk. Dudek will assess how to fortify critical assets in hazard zones that cannot feasibly be relocated outside of hazard zones.

Task 3.3 Revise Safety and Environmental Justice Element

Dudek work with City staff to revise the draft Safety and Environmental Justice Element to ensure consistency with other General Plan elements and

compliance with State law. This task assumes one round of revision and up to two virtual working meeting to work through any additional changes.

Task 2 Deliverables:

- Administrative draft of the Safety and Environmental Justice Element in Microsoft Word and PDF
- Public Review draft of the Safety and Environmental Justice Element in Microsoft Word and PDF
- 2 working meetings with City staff

Task 4 Community Outreach and Engagement

Below we outline our approach to perform a robust community outreach and engagement effort for the Housing Element to gather community perspectives on issues including, but not limited to, housing affordability, housing types and design, housing delivery strategies and housing financing methods. Dudek will work with the City to refine the tasks below into a Public Engagement Plan, which outlines the advertising and data collection methodologies of each subtask and potential substitution of subtasks to best fit the needs of the planning process.

Task 4.1 Outreach Programming

Virtual Engagement

Dudek will coordinate with the City to create a project webpage on the City's website that hosts the outreach events and information about the planning process, including the online public meetings, recordings, and online survey. The webpage will include the following building blocks and will be further refined in conversations with City staff:

- A 'News and Events' blog that can be updated by non-technical project staff with the option of allowing moderated public comments
- An 'About' section describing the project goals and timeline
- A 'Resources' section providing links to project related documents (e.g., reports, maps, links to recorded online public meetings), editable and updateable by non-technical staff
- A form allowing visitors to subscribe to a project email subscription database
- A 'Frequently Asked Questions (FAQ)' page, updateable by non-technical staff

Stakeholder Engagement

Dudek will work with the City to identify and interview relevant stakeholders from the private, public and non-profit sectors who play a role in addressing housing needs in the City. We will conduct one collective virtual stakeholder presentation and follow up with individual break-out meetings in the form of phone interviews. We have budgeted two days' worth of stakeholder interviews and will remain flexible to hold these during times most convenient for the stakeholders. Dudek will maintain a contact sheet of all stakeholders and work with City staff to arrange meeting times. Dudek will be responsible for preparing presentations and questions and record minutes for each meeting.

Online Public Workshops

Online Public Workshop One – Project Introduction and Community Visioning.

In the first community online public meeting, the project team staffers will introduce the project and the purpose of the project. The project team will explain how the City and the project team will work with the community to create the elements. Specifically, the project team will explain the key legal outcomes of both elements and how these plans will be used by the City so that it remains a great place to live. Community visioning will focus on general community goals that can be implemented in the Housing and Safety/Environmental Justice Elements.

The project team will collect data through the use of polls in the online public meeting. The project team will also have time at the end of online public meeting for free-flowing discussion where people can ask questions or make recommendations. People who are not comfortable talking can use the chat feature to add questions or comments. The online public meeting will also include links to the online platforms, survey, and an email to submit comments.

Online Public Workshop Two – Policy Review

In the second community online public meeting, the project team staffers will review potential policy ideas generated by the project team. The project team will arrange the policies by the technical feasibility and cost to help inform participants of the potential ease of implementation. Dudek will run simple polls to identify the most supported policies, then will lead a nuanced discussion on how these policies can be further customized to best meet the needs of the community.

Online Public Workshop Three – Plan Review

The final community online public meeting will function similar to a public workshop and will occur after the public review draft is published. Dudek staffers will present an overview of the plan and key findings for those participants who may not have reviewed the plan. Dudek will highlight where the plan is located and how to submit written comments, and will answer specific questions.

Dudek will submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.

Task 4.2 Public Meetings

Dudek will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and City Council.

The Dudek project manager and task leads will be prepared to attend, in total, a minimum of three (3) public hearings held by the Planning Commission and/or City Council.

Task 5 Deliverables

- Final draft outreach program
- Word document with webpage language and links
- Stakeholder Contact Sheet
- Stakeholder Interviews, including Presentation, Attendance and Meeting Minutes (1 collective presentation and 2 days of stakeholder interviews)
- Three online public meetings
- Recordings of online public meetings posted to project website
- Three public hearings

Task 5 Facilitation of Review and Approval of General Plan Amendments

Task 5.1 Ongoing Staff Review Draft of Housing Element Amendments, and Safety and Environmental Justice Element Drafts

As work progresses, Dudek will provide drafts of each element section for review. Dudek will coordinate with City staff to provide adequate time for review and discussion of revisions for each element. Dudek assumes one administrative draft and one public review draft, with up to two virtual working meetings with City staff to address comments. This work is included in Tasks 2.6 and 3.3.

Task 5.2 First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft

Dudek will work with City staff to review comments/suggestions on previous versions. Dudek will incorporate revisions and prepare final drafts of the Housing, Safety, and Environmental Justice Elements using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. This will include conducting the proper public outreach and notifying interested parties and agencies.

Task 5.3 First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft

Following public review and comment period, consultant will prepare Final Draft Housing, Safety, and Environmental Justice Elements in response to comments from State HCD, responsible agencies,

City staff, the Planning Commission, City Council, and the public.

Task 5.4 State Certification and City Adoption

Dudek will help the City to facilitate State review and certification of the Housing Element. Upon adoption of the Final Draft Housing, Safety, and Environmental Justice Elements by the City Council, Dudek will prepare a final version of the documents for inclusion in the General Plan document.

Task 5.5 Public Noticing

Dudek will prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and State regulations. Dudek will coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition, Dudek will carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

Task 6 Deliverables:

- A total of 10 bound copies, one electronic copy in Microsoft Word format, one electronic copy in Adobe PDF of the Public Review Draft Housing and Safety/Environmental Justice Elements
- A total of 10 bound copies, one electronic copy in Microsoft Word format, one electronic copy in Adobe PDF of the Final Draft Housing and Safety/Environmental Justice Elements

Task 6 Environmental Analysis

Task 6.1 Environmental Determination

Dudek will conduct an initial environmental review of the project and complete an initial study checklist on the Housing, Safety, and Environmental Justice Elements in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq).

Since the level of environmental review has not yet been determined, this proposal includes two optional tasks: Mitigated Negative Declaration (MND) and an Environmental Impact Report (EIR).

Task 6.2 Draft of Environmental Analysis

Dudek is a leading environmental consultant in the State of California. Our environmental planners have prepared and processed more than 2,800 CEQA/NEPA documents for a variety of large and small development, restoration, and conservation projects throughout the state. Combining comprehensive analysis and evidence-based findings, we provide legally defensible documents that are supported by substantial evidence. We conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner. Our environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA knowledge to comply with current laws, regulations, and case law.

Option 1: MND

For Option 1, Dudek will complete the following tasks:

Dudek will prepare a comprehensive project description. Dudek will complete any background or data collection as needed. It is not anticipated that any technical studies will be required for the MND.

Dudek will then prepare an internal review draft of the IS/ND/MND and provide one electronic copy to the City. Dudek will revise per one consolidated set of review comments from the City of El Cajon.

Dudek will prepare a public review draft of the ND/MND and provide one electronic copy to the City.

Dudek will prepare the Notice of Completion and Notice of Intent to Adopt. Dudek will assist with the review and response to any public comments (up to 15 comments; one letter may have multiple comments), and revise the document as needed.

Dudek will prepare the Mitigation, Monitoring and Reporting Program if applicable. Dudek will prepare the final document for public hearings.

Option 2: Program EIR

Working in coordination with City staff, Dudek will prepare the PEIR, beginning with the Introduction, Environmental Setting and Project Description. The PEIR will build off the analysis conducted in the Technical Reports to present an analysis of the environmental effects of the project. Environmental issues addressed in the PEIR will be consistent with the CEQA Guidelines and Appendix G. The PEIR will include an analysis of the anticipated impacts of the project as well as recommendations for measures to reduce or avoid impacts, an assessment of how the project may contribute to cumulatively considerable impacts, an evaluation of a reasonable range of feasible alternatives, and a review of other CEQA considerations, including the projects potential to induce growth and result in the significant irretrievable commitment of natural resources.

Preparation of the PEIR will be an iterative process. Following refinement of the Project Description and completion of Technical Reports, Dudek will prepare an Administrative Draft PEIR to submit to the City for review. Upon completion of the City's review, Dudek will revise the Administrative Draft into a Screencheck Draft PEIR for a final review by City staff. Following review of the Screencheck Draft, Dudek will prepare the public review Draft PEIR. As part of this task, Dudek will also prepare the Notice of Completion (NOC), Notice of Availability (NOA), and the Governor's Office of Planning and Research (OPR) Summary Form. The City will have one (1) round of review and comment on the NOC, NOA, and OPR Summary Form.

Following the public's review of the Draft PEIR, Dudek will begin preparation of the Final PEIR by organizing any comment letter received, naming each letter, and assigning an alphanumeric designator, and bracketing each letter. Dudek will provide draft Response to Comments and prepare revisions to the Final PEIR; it is assumed Dudek will respond to up to 30 comments (note: one comment letter may have multiple comments). An Administrative Final PEIR will be submitted to City staff for review. Dudek will prepare a revised Administrative Draft PEIR, including the Response to Comments, for the City to review; and, thereafter, submit a revised Screencheck Final PEIR, including a Draft Mitigation Monitoring and Reporting Program. Following staff's review of the Screencheck Final PEIR, Dudek will prepare the Final PEIR for consideration by the City Planning Commission and City Council. Dudek will also review the City's draft Findings of Fact and Statement of Overriding Considerations.

Technical Reports to Support EIR

Air Quality and GHG

Dudek will prepare a combined technical report assessing the air quality and greenhouse gas (GHG) emissions impacts of the project utilizing the significance thresholds in Appendix G of the CEQA Guidelines. Technical documentation, including detailed emission estimates, will be provided in an appendix. Dudek will estimate construction and operational emissions of criteria air pollutant using the California Emissions Estimator Model (CalEEMod) based on basic land use inputs and evaluate significance based on the City's significance criteria. If appropriate, we will identify mitigation measures to be incorporated into future projects. Dudek will also use CalEEMod to estimate GHG emissions from mobile sources, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal at buildout of the HEU based on the same assumptions utilized in the air quality analysis. Dudek will also estimate the GHG emissions from operation of the existing land use parcels that would change under the HEU, which will be used to calculate the net change in GHG emissions before evaluating against appropriate significance criteria.

Cultural and Historic Resources

For the purposes of this project, a programmatic cultural resources analysis is most appropriate. This analysis includes: 1) Completion of a California Historical Resources Information System (CHRIS) records search for the entire Project area (no buffer); 2) Native American Coordination, including request of a Sacred Lands File search with the Native American Heritage Commission (NAHC), outreach letters to tribes, and assistance with the City's required Assembly Bill (AB)-52 and Senate Bill (SB)-18 processes; 3) Limited windshield survey of the Project area; 4) Limited background research to

develop a Project-area context for the PEIR; and 5) Completion of a cultural resources impacts assessment in support of the PEIR. For archaeological resources, the background research task will include a limited GIS sensitivity model based on existing knowledge of archaeological resources (prehistoric and historic period), to better support conclusions regarding the potential to encounter archaeological resources. Dudek anticipates the sensitivity model to include input from consulting tribes regarding tribal cultural resources. No resource evaluations will be conducted as part of the analysis, nor will any intensive-level surveys. However, the PEIR will include detailed mitigation measures for identification and treatment of archaeological and historic built environment resources in order to facilitate future project-specific activities within the proposed project area.

Noise

With information prepared from the traffic impact analysis (TIA), Dudek will assess regional changes to traffic noise by comparing existing and future volumes at a quantity of up to the same set of roadway segments studied in the TIA, or that correspondingly adjoin up to a quantity of twenty (20) potential housing sites studied by the HEU. Traffic noise for the existing conditions scenario will be estimated with the Federal Highway Administration (FHWA) Traffic Noise Model (version 2.5) or an alternative method at Dudek discretion. We will also evaluate construction noise and vibration, as well as non-transportation stationary operation noise, and recommend mitigation measures to reduce impacts on noise and vibration to the extent feasible. The results of the analysis will be presented in a Noise Technical Report.

Traffic

The transportation analysis for the PEIR will primarily be based on the vehicle miles traveled (VMT) metric consistent with SB 743 that requires that transportation impacts under CEQA be evaluated by VMT, and not, levels of service (LOS). To determine the trip generation estimates of the HEU, Dudek will conduct a trip generation analysis of the mix of residential uses of the project, including calculating net trip generation estimates of the project to account for the changes in land uses, based on the San Diego Association of Governments' (SANDAG's) *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region* (2002). Dudek will work with SANDAG to update the current Series model to provide model VMT output for the Existing Condition, the current Horizon Year (future buildout) Condition, and the Horizon Year Condition with the HEU. The VMT output for per capita and service population metrics will be compared to Citywide and regional VMT metrics to determine VMT impacts of the HEU, and appropriate and feasible mitigation measures will be evaluated.

Task 6.3 Environmental Noticing, Outreach and Filing

Dudek will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the General Plan elements update. If necessary, consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. This includes preparing notices and mailings for SB 18, AB 52 and SB1000 compliance, and completing response to comments. Dudek will also prepare a power point presentation for public scoping meeting. Dudek assumes the City will provide and maintain the public review contact list.

Task 6.4 Final Draft of Environmental Analysis

Dudek will coordinate with City staff to review and consider comments/suggestions received on previous version. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Dudek will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment. This work is included in the Task 6.2 above.

Task 6.5 Adoption As Needed

Dudek will prepare final findings of fact and statement of overriding considerations, and provide to City for review prior to distribution. Dudek will prepare and submit requiring filings with State agencies and County Recorder's Offices

Task 6 Deliverables:

- Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Draft Environmental Analysis
- One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format of the Notice of Preparation and Notice of Scoping
- Twenty (20) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Final Draft Environmental Analysis
- One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format of final findings of fact and statement of overriding considerations.

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Project Timeline

Title	Start Date	Duration	End Date
Project Kick Off	11/26/2020	0	11/26/2020
Project Schedule Development	12/3/2020	0	12/3/2020
Project Coordination	11/26/2020	323	10/15/2021
RHNA Support (As Needed)	12/3/2020	96	3/9/2021
Housing Element Review	12/3/2020	31	1/3/2021
Housing Element Assessment	12/3/2020	62	2/3/2021
RHNA Site Analysis	1/3/2021	96	4/9/2021
Resource Identification	12/3/2020	62	2/3/2021
Housing Element Revisions	4/9/2021	91	7/9/2021
Housing Element Maps and Figures Update	4/9/2021	91	7/9/2021
Review Safety and EJ Element Requirements	12/3/2020	31	1/3/2021
Create Draft Safety and EJ Element	1/3/2021	96	4/9/2021
Revise Draft Safety and EJ Element	4/9/2021	30	5/9/2021
Prepare Outreach Programming	12/3/2020	243	8/3/2021
Public Meetings	8/3/2021	61	10/3/2021
Ongoing Staff Review	4/9/2021	91	7/9/2021
First Draft of Housing, Safety/EJ Elements	6/9/2021	30	7/9/2021
Final Draft of Housing, Safety/EJ Elements	7/9/2021	31	8/9/2021
State Certification and City Adoption	9/9/2021	0	9/9/2021
Public Noticing	8/9/2021	31	9/9/2021
Environmental Determination	2/9/2021	5	2/14/2021
Draft of Environmental Analysis	2/14/2021	115	6/9/2021
Environmental Noticing, Outreach and Filing	6/9/2021	30	7/9/2021
Final Draft of Environmental Analysis	7/9/2021	31	8/9/2021
Adoption (As Needed)	8/9/2021	31	9/9/2021
HCD Certificaiton Process (3 months from Oct 2021)	10/1/2021	93	1/2/2022

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Project Team

Team Organization

The Dudek team includes staff all under one firm. Our staff presented in this proposal are fully committed and available for this contract. The Dudek team can leverage and mobilize support from its more than 600-person staff as needed. Brief biographies for key staff are provided below. Focused resumes are available in **Appendix A.**

The Dudek Advantage

We are a California-based planning, environmental, and engineering consultant with a long history working with private and public clients for more than 40 years on a range of projects that improve and evolve our communities, infrastructure, and natural environment.

As a midsized firm, we provide the personal service of project managers who stay with your project from start to finish, combined with the breadth and depth of capabilities characteristic of larger firms in order to meet your project's requirements. Our project managers are empowered to be problem solvers with the ability to make decisions in a timely fashion to keep project momentum moving forward. We are proud of our low employee turnover; our staff's long tenure means the project manager you see at the bidding stage will likely be with you at project completion.

Technical Capabilities

Housing Elements

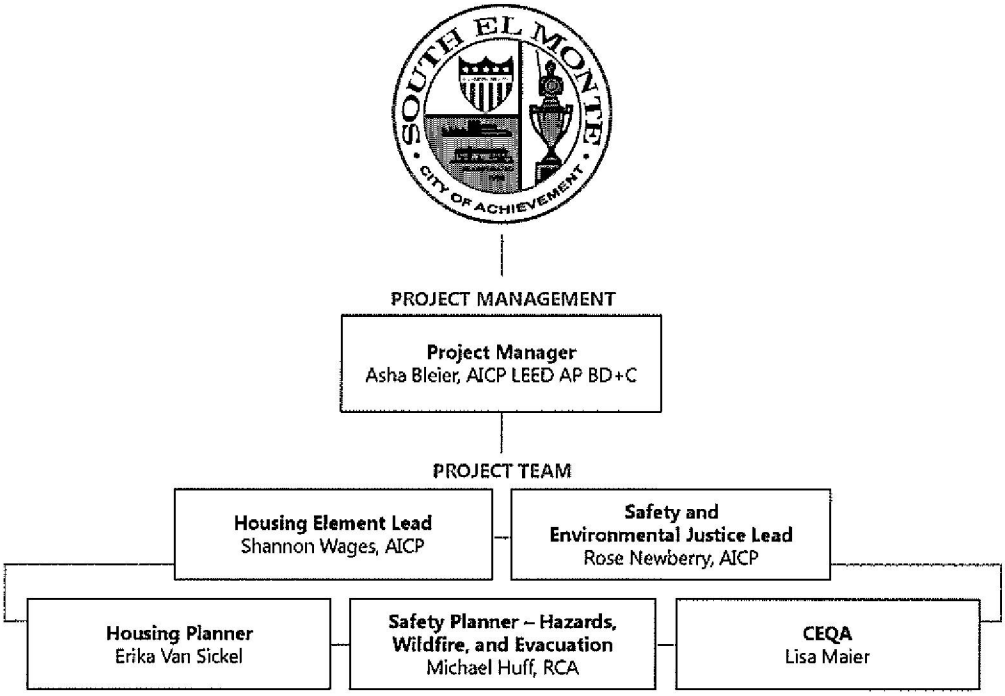
The Dudek team understands recent state housing law and its implications for housing element updates. State legislation now makes it more difficult to designate non-vacant sites as housing sites and requires more justification for the number of units shown as being accommodated on each site. The intent behind the state legislation is to encourage cities to plan for new housing on sites that will actually yield new housing within the planning period. Through our recent experiences working with a diversity of cities on their Housing Element updates, we have become intimately familiar with these new requirements and how the HCD is interpreting these new state housing laws.

Safety and Environmental Justice Elements

Our approach to safety element updates includes collaboration with our robust in-house team of technical specialists with the capabilities to address each of the hazards and public health issues facing the City and required by state law. Specifically, Dudek brings specialists in air quality, extreme heat, wildfire, flooding, and equity. Our planning team is adept at distilling the complex scientific knowledge of our technical specialists into actionable policy that clearly meets the new regulatory requirements of the state and blends community-driven, climate-robust, and cost-effective ideas into our policy recommendations. We pride ourselves on creating clear and concise documents that meet complex state requirements.

Key Staff

Figure 1. Organizational Chart

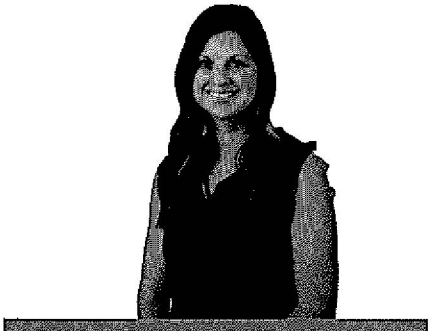


Project Manager

Asha Bleier, AICP

Project Availability: 45%

Asha Bleier is a multidisciplinary planner with 15 years' experience in land use and environmental planning. Ms. Bleier specializes in the preparation and analysis of long-range planning documents such as General Plan and community plan updates, Specific Plans, master plans, and design guidelines. She is well versed in the California Environmental Quality Act (CEQA) and facilitating community outreach workshops and innovative engagement tools and strategies to effectively address participants' concerns. Ms. Bleier's extensive background in design, development, and sustainability allows her to make critical decisions and sound policy recommendations relative the interaction between users and their built environments. Her most relevant recent experience includes 6th cycle Housing Element updates for County of Los Angeles and Cities of El Cajon, Highland, and Indio.


Asha Bleier, AICP

Education

University of California (UC), Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis

Certifications

AICP
LEED AP BD+C

Professional Affiliations

APA

Housing Element Lead

Shannon Wages, AICP

Project Availability: 30%

Shannon Wages is a senior project manager with 18 years' experience specializing in long-range planning documents. Ms. Wages has successfully managed the preparation of multiple vulnerability assessments, Safety Elements, climate adaptation plans, General Plans, Specific Plans, zoning ordinances, Housing Elements, downtown plans, visioning plans, corridor studies, and economic feasibility studies. She has received several awards from the American Planning Association for her planning projects, most recently for the City of Placentia's Safety Element. Ms. Wages also helps cities implement their plans through entitling development projects or assisting with funding and financing mechanisms. She combines her experience in planning, urban design, development, and community outreach to achieve desired projects that realize the community's goals and objectives. Additionally, her experience as contract planning staff for local jurisdictions gives her a strong understanding of how General Plans and zoning codes are implemented on a day-to-day basis, giving the her an edge on how to build easily implementable plans. From planning and conceptual design, to certificates of occupancy, she is involved throughout the process, facilitating positive growth and change in the communities she represents. Her most relevant recent experience includes 6th cycle Housing Element updates for Cities of El Cajon and Highland.



Shannon Wages, AICP

Education

University of Southern California (USC)
MA, Urban Planning/Design

Brigham Young University
BA, Humanities/Spanish

Certifications

AICP

Professional Affiliations

APA

Housing Element Planner

Erika Van Sickel

Project Availability: 55%

Erika Van Sickel is a planner with experience in housing, land use policy, and code in both the public and private sectors. Ms. Van Sickel places a special emphasis on improving the interaction between users and their built environments and has experience performing community outreach and data analysis for the purposes of identifying conditions and challenges in vulnerable communities. Her multidisciplinary background in design, development, and sustainability allows her to make critical decisions on impacts to the community and environment. Her most relevant recent experience includes 6th cycle Housing Element updates for County of Los Angeles and Cities of El Cajon, Highland, and Indio.



Erika Van Sickel

Education

USC

MPL, Urban Planning/Design

UC Santa Barbara
BA, Environmental Studies

Certificate, Real Estate Development

Professional Affiliations

APA

Safety Element and Environmental Justice Lead

Rose Newberry, AICP

Project Availability: 60%

Ms. Newberry is a resilience planner with 6 years' experience specializing in general plans, adaptation plans, and air quality analysis. Ms. Newberry has extensive knowledge of California's general plan safety element requirements and climate change adaptation policy. She specializes in creating resilience policy that meets the state requirements and promotes broader community goals. Ms. Newberry's wide-ranging knowledge of resilience planning coupled with her background in municipal policy and planning give her a unique perspective on implementing environmental justice and climate related policy.

Education

California Polytechnic State University, San Luis Obispo

MCRP, Environmental Planning and Sustainability

Humboldt State University
BS, Environmental Management and Protection/Natural Resources Planning

Certifications

AICP, No. 31064

Professional Affiliations

APA

American Society of Adaptation Professionals

Safety Planner – Hazards, Wildfire, and Evacuation

Michael Huff, RCA

Project Availability: 25%

Michael Huff is founder and manager of Dudek's Urban Forestry/Fire Protection Planning team with 27 years' experience as a forester and fire protection planner. Mr. Huff specializes in management of community-wide and project-specific fire protection plans, wildland–urban interface fire management plans, wildfire hazard reduction projects, CEQA supporting technical documents, oak woodland impact and mitigation plans, urban and community forest management plans, forest and tree inventories, impact analysis studies, and tree hazard evaluations. Mr. Huff possesses considerable project issue resolution experience and focuses on working within the regulations to provide creative, cost-saving solutions to his clients. He also serves as a speaker/trainer at the annual Fire Prevention Officer's Institute.

Mr. Huff's relevant experience includes the following:

- City of Carlsbad Community Forest Management Plan
- Chula Vista Wildland Urban Interface Code Implementation Plan
- Del Mar Wildfire Hazard Reduction Project, Crest Canyon



Michael Huff

Education

Northern Arizona University
BS, Forest Management

Certifications

Registered Consulting Arborist (RCA)

Certified Arborist, No. WE-4276A

San Diego County Department of Planning and Land Use (DPLU)-Approved Fire Protection Planner

Laguna Beach Fire Department-Approved Fire Protection Planner

Certified Wildland Fire Ecologist

Professional Affiliations

American Society of Consulting Arborists

National Fire Protection Association – International

California Fire Chief's Association – Fire Prevention Officers

CEQA Lead

Lisa Maier

Project Availability: 65%

Lisa Maier is a planner specializing in CEQA and National Environmental Protection Act (NEPA) document preparation, long-range housing and land-use planning, trail planning, and emergency management planning. She works with clients to identify and mitigate environmental concerns and produce defensible CEQA/NEPA documents. Her most relevant recent experience includes 6th cycle Housing Element Update Environmental Impact Report (EIR) for County of Los Angeles and 6th cycle Housing Element Update MND for City of Highland.



Lisa Maeir

Education

San Diego State University
MCP, City Planning

UC Riverside
BA, Psychology and Political Science

Professional Affiliations

AEP, Board Member, Co-VP of Programs

APA

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Experience on Similar Work

Highland Housing (2021–2029), Safety, and Environmental Justice Elements

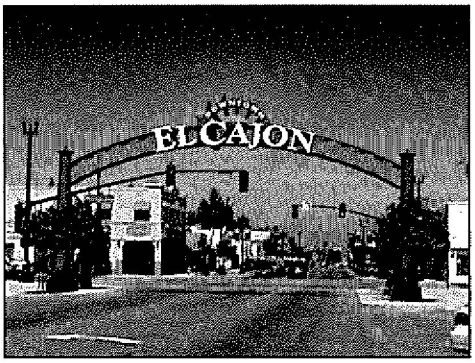
Client: City of Highland
Preparers: Asha Bleier, Shannon Wages, Erika Van Sickel, Rose Newberry



Dudek is preparing the comprehensive update of the City of Highland's Housing and Safety (including Environmental Justice) Elements. The Housing Element will identify appropriate sites needed to meet the Regional Housing Needs Allocation (RHNA). Additionally, Dudek is developing programs to implement the Housing Element that are consistent with state law and are suited to meet the specific needs of the community and provide a high quality of life to all. Dudek staff members are preparing a detailed assessment of the hazards affecting the City of Highland, when they may occur, where the City of Highland is most vulnerable, and which communities are most impacted by hazards. Dudek is preparing a Vulnerability Assessment and Capability Assessment. Dudek is also collaborating with the City of Highland to create a virtual outreach hub, including news/events, resources, and other project details, in addition to three online public workshops. Dudek is also prepare the CEQA documentation.

El Cajon Safety and Environmental Justice Elements

Client: City of El Cajon
Preparers: Asha Bleier, Rose Newberry



Dudek is preparing the City of El Cajon Safety, and Environmental Justice Elements. The Safety and Environmental Justice Elements provide a succinct assessment of the natural hazards, climate change effects, and public health issues facing the City of El Cajon and provides specific and actionable policy that address safety needs community wide, as well as policies specific to the disadvantaged communities. Dudek is also preparing a Mitigated Negative Declaration for the Housing, Safety and Environmental Justice Element updates.

Lomita Safety Element

Client: City of Lomita
Preparers: Asha Bleier, Rose Newberry

Dudek is preparing the comprehensive update of the City of Lomita's Safety Element. The Safety Element will include a detailed assessment of the hazards affecting the City of Lomita, when they may occur, where the City of Lomita is most vulnerable. Dudek is preparing a Vulnerability Assessment and Capability Assessment. Dudek is also collaborating with the City of Lomita on a comprehensive public outreach plan including online public workshops and integration with social media as well as other creative solutions to gain valuable input.

Placentia General Plan Update

Client: City of Placentia
Preparers: Shannon Wages, Rose Newberry
Reference: Joseph Lambert, Director of Development Services; 714.993.8124; jlambert@placentia.org

Dudek's Project Manager Shannon Wages, formerly at High Peaks Planning, served as principal in charge of the Placentia General Plan Update and, more specifically, authored the Safety Element in collaboration with Dudek. Initially, the assignment was simply to update data to reflect the most recent census data and bring the revised General Plan to adoption. However, Ms. Wages identified a deficit in recent community engagement; policy review with leadership; and inclusion of important elements like sustainability, economic development, environmental justice, climate change, and health and wellness. The City of Placentia agreed and expanded the scope of the project, allowing the city to benefit from a complete and valuable General Plan. Ms Wages brought in the Dudek team as support to prepare and successfully complete the elements within a strict deadline and constrained budget. More specifically, the Dudek team worked with Ms. Wages in preparation of the Safety Element, policies, recommendations and the vulnerability assessment. The purpose of the vulnerability assessment was to identify climate-related hazards, potential hazards affecting the City of Placentia, and their relation to vulnerable and underserved populations within the City of Placentia. The vulnerability assessment is provided as an Appendix to the Safety Element.

Los Angeles Housing Element Update (2021–2029)

Client: County of Los Angeles
Preparers: Asha Bleier, Lisa Maier
Reference: Tina Fung; Supervising Regional Manager, Housing Policy Section; 213.974.6417; tfung@planning.lacounty.gov

Dudek is preparing the program EIR for the Los Angeles County Housing Element Update. The project is the 6th Cycle Housing Element Update, which anticipates the designation of approximately 90,000 housing units across Los Angeles County to meet state-mandated RHNA goals and objectives. Dudek is acting as an extension of public agency staff for the preparation of the Los Angeles Housing Element Update Program EIR and associated technical work that includes analysis of biological resources, air quality, noise, energy, greenhouse gas emissions, cultural resources, historic resources, and traffic.

City of Indio Housing Element Update (2021–2029)

Client: City of Indio
Preparers: Shannon Wages, Erika Van Sickel

Dudek was awarded the City of Indio's 6th cycle housing element update. Under this contract, the Dudek team will comprehensively update the City's current 2014–2021 Housing Element for compliance with the requirements of the 6th Cycle Regional Housing Needs Assessment (RHNA) process. The 6th Cycle RHNA has identified a housing unit need of 7,793 units, which is more than a 150% increase in the number of units required in the 5th Cycle (3,025). The Dudek team will also evaluate "pro-housing" policies focused on financial issues, including, but not limited to, direct financial incentives, alternative or enhanced housing delivery organizational strategies, City and regional fee strategies, potential local or regional housing trust fund options and gap financing alternatives for workforce and affordable housing to facilitate the planning, approval, and construction of housing. A major impediment to housing in Indio is the financial cost of development, and a pro-housing financial strategic plan will in large part focus on addressing cost factors that are impeding the development of affordable housing. Dudek teamed with London Moeder Advisors (LMA) for their analytical and advisory expertise in development financing. LMA will work with Dudek to define the issues; pinpoint constraints; and provide recommendations that will accompany a toolkit of strategies to bridge the funding gap. Dudek is also preparing an addendum to the City's General Plan Environmental Impact Report (EIR) for this project.

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Public Outreach

Public Outreach, Engagement, and Facilitation

Effective public participation is vital to facilitate successful projects from planning through completion. Dudek helps local agencies identify specific areas where outreach and engagement are critical to meet objectives. We help local agencies draw from the concerns and suggestions of multiple stakeholder groups, committees, and commissions to define community goals and coalesce around common purposes. Our staff is skilled in engaging with local community members and agency officials to address concerns in the local agency's planning process.

Our staff coordinates with planners, critical local environmental groups, and property owners, as well as other key stakeholders, as part of the background review and outreach process so that new or updated policies reflect local needs. Our staff is skilled in preparing public and legal notices, staff reports, resolutions, and ordinances. We also understand the legal requirements for preparing and distributing these materials. Our public outreach materials meet critical deadlines, are legally defensible, and are thoroughly reviewed internally. Dudek staff members have strong presentation and public-speaking skills, and are comfortable making presentations and recommendations to decision-making bodies and committees, including planning commissions, and city councils.

Expert Outreach Gains Stakeholder Consensus

Dudek has extensive experience conducting public outreach and facilitating sustained and meaningful engagement as part of many high-profile projects and environmental review processes. With demonstrated expertise in writing, presentation, and negotiation, the Dudek team is able to communicate with both agencies and technical colleagues toward the successful attainment of our client's goals. Our project managers relay scientific and regulatory information in a way that is easy to understand and are able to gain the trust of a wide range of constituents. We facilitate community workshops and outreach events to address participants' concerns so they feel they are an integral part of the solution.

To identify key issues and concerns, our public outreach experts:

- Conduct stakeholder analyses;
- Develop and cultivate productive, professional relationships with the public, stakeholders, and agencies;
- Develop and implement outreach and engagement plans;
- Facilitate meetings and workshops;
- Maintain communication with the community and elected officials through ongoing briefings, notices, and flyers;
- Provide public information and education;
- Involve the public early (so public viewpoints can be incorporated into the decision-making process);
- Define the nature, scope, and expected and actual output of public participation activities;
- Prepare project milestone illustration and full documentation aimed at the public and project stakeholders; and
- Develop knowledgeable and credible project liaisons able to support the project to help it proceed on schedule to fruition.

Social Media Powers Modern Public Outreach

Reaching, engaging, and holding the interest of stakeholders is crucial to project success. However, it is often a challenge to reach and retain engagement from diverse groups and millennial-age stakeholders with traditional off-the-shelf outreach tactics, such as newsletters and direct mail. Dudek understands the power of adding social media to traditional public outreach strategies, and is equipped to increase the reach and results of project outreach.

Our team's use of social media presents a unique and effective opportunity to tailor the public outreach process to each of the various stakeholder groups, meeting them where they're most comfortable and likely to engage. Additionally, a tailored approach encourages stakeholders to remain involved in what can sometimes be a long process.

Dudek's public involvement team includes graphic designers, photo simulation specialists, and social media experts who allow our clients to interact with the public across numerous social media channels including Facebook, Twitter, and YouTube. Each social platform includes robust capabilities, and is uniquely suited to convey information and engage the public in various ways, including:

- Facebook is used to post photo albums that show project progress from start to finish and display relevant conceptual mock-ups, maps, or figures. Invitations to outreach events can be created, with a simple interface to RSVP and to interact with other stakeholders and the project team before and after events. The discussion functionality can be leveraged to encourage dialogue, interaction, and idea sharing.
- Twitter is used to link to relevant content, such as notices, environmental documents, and relevant news articles, as well as for concisely conveying pertinent project and meeting information.
- YouTube is used to engage viewers with compelling visual content that quickly conveys the intended message, whether explaining a nuanced process, outlining a project work plan, or chronicling a project's process after completion.
- Email marketing platforms allow for direct distribution of media releases and outreach materials to the list of interested parties. MailChimp, Constant Contact, and others can be integrated with social media platforms and used as a separate tool to send document notices to interested parties and to provide a focused communication avenue for stakeholders.

Our team utilizes the native analytics capabilities of these platforms to track engagement across social channels, encouraging an adaptive public outreach approach. This allows outreach specialists to gauge the effectiveness of the outreach process, as well as nimbly make adjustments in real time in order to improve stakeholder engagement.

References

	Client Name	Project Name	Contact	Services Provided	Project Dates
1	City of Highland	Housing, Safety and Environmental Justice Element Updates	Salvador Quintanilla, MPA; 909.864.6861 Ext. 259; squintanilla@cityofhighland.org 27215 Base Line Highland, California 92346	Planning services for preparation of housing, safety and environmental justice elements	June 2020- July 2021
2	City of El Cajon	Safety and Environmental Justice Element Updates	Melissa Devine, Planning Manager; 619.441.1773; mdevine@cityofelcajon.us 200 Civic Center Way El Cajon, California 92020	Planning services for safety and environmental justice elements; CEQA	March 2020- August 2021
3	City of Placentia	Safety Element Update	Joseph Lambert, Director of Development Services; 714.993.8124; jlambert@placentia.org 401 E Chapman Avenue Placentia, California 92870	Planning services for safety elements; CEQA	June 2019- December 2019
4	City of Indio	Housing Element Update	Kevin Snyder, AICP; Director Community Development City of Indio 100 Civic Center Mall Indio, California 92201 760.541.4255 (direct) ksnyder@indio.org	Planning services for preparation of housing; CEQA	November 2020- October 2021
5	County of Los Angeles	Housing Element Update	Tina Fung; Supervising Regional Manager, Housing Policy Section; 213.974.6417; tfung@planning.lacounty.gov 320 W Temple St, Los Angeles, California 90012	Preparation of program EIR	April 2020- October 2021

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Fee Schedule

		Dudek Labor Hours and Rates															
	Project Team Role:	Project Director/Environmental	Senior Specialist II	Specialist II	Analyst III	Analyst V	Project Director/ Environmental	Publications Specialist II	Technical Editor I	Graphics Designer III	Specialist IV	Specialist V	Specialist II				
	Team Member:	Asha Bleier	Shannon Wages	Rose Newberry	Erika Van Sickel	Lisa Maier	Michael Huff	Publications Specialist II	Technical Editor I	Graphics Designer III	Samantha Murray	Adam Poll	Sabita Tewani	Total dudek hours	Dudek labor costs	Other direct costs	Total fee
	Billable Rate:	$245	$200	$145	$100	$120	$245	$95	$115	$145	$170	$180	$145				
Task 1	**Project Administration**																
1.1	Project Kick Off	4	2	2	2	2								12	$2,110		$2,110
1.2	Project Schedule Development	12		10										22	$4,390		$4,390
1.3	Project Coordination	16	32	15	8									73	$13,785	$675	$14,460
1.4	RHNA Support (As Needed)	10	10											20	$4,450		$4,450
	Subtotal Task 1	**44**	**44**	**27**	**10**	**2**								**127**	**$24,735**		**$24,735**
Task 2	**Housing Element Amendment**																
2.1	Housing Element Review	4	8		16									28	$4,180		$4,180
2.2	Housing Element Assessment	8	16		32									56	$8,360		$8,360
2.3	RHNA Site Analysis	8	12		30									50	$7,360		$7,360
2.4	Resource Identification	2	12		24									38	$5,290		$5,290
2.5	Housing Element Revisions	8	16		20			8	16					68	$9,760		$9,760
2.6	Housing Element Maps and Figures Update	8	8		16			8		16				56	$8,240		$8,240
	Subtotal Task 2	**38**	**72**		**138**			**16**	**16**	**16**				**296**	**$43,190**		**$43,190**
Task 3	**Safety and Environmental Justice (EJ) Element Creation**																
3.1	Review Safety and EJ Element Requirements	4		24										28	$4,460		$4,460
3.2	Create Draft Safety and EJ Element	12		40	16	12	16	8	12	16				132	$20,160	$250	$20,410
3.3	Revise Draft Safety and EJ Element	4		24			4	2	2	8				44	$7,020	$250	$7,270
	Subtotal Task 3	**20**		**88**	**16**	**12**	**20**	**10**	**14**	**24**				**204**	**$31,640**		**$31,640**
Task 4	**Community Engagement and Public Hearings**																
4.1	Prepare Outreach Programming	20	24	32	32					16				124	$19,860	$775	$19,860
4.2	Public Meetings	20	16	16										52	$10,420		$10,420
	Subtotal Task 4	**40**	**40**	**48**	**32**					**16**				**176**	**$30,280**		**$30,280**
Task 5	**Facilitation of Review and Approval of General Plan Amendments**																
5.1	Ongoing Staff Review	8	8	8										24	$4,720		$4,720
5.2	First Draft of Housing, Safety/EJ Elements	4	8	8	8			6						34	$5,110	$250	$5,360
5.3	Final Draft of Housing, Safety/EJ Elements	4	8	8	8			6						34	$5,110	$250	$5,360
5.4	State Certification and City Adoption	8	32											40	$8,360		$8,360
5.5	Public Noticing					12								12	$1,440	$250	$1,690

	Subtotal Task 5	24	56	24	16	12		12						144	$24,740		$24,740
Task 6	Environmental Analysis																
6.1	Environmental Determination	4												4	$980		$980
6.2	*Draft of Environmental Analysis*																
	6.2.1 Option 1: MND	*4*				*120*	*16*	*12*	*20*	*4*	*8*	*16*	*16*	*216*	*$29,680*	*$250*	*$30,130*
	6.2.2 Option 2: EIR	*8*				*380*	*32*	*24*	*32*	*12*	*120*	*230*	*175*	*1013*	*$150,275*	*$550*	*$150,825*
6.3	Environmental Noticing, Outreach and Filing	2						16						18	$2,010		$2,010
6.4	Final Draft of Environmental Analysis	4				20		8	2		16	24	24	98	$14,890		$14,890
6.5	Adoption (As Needed)	12	16	16	20	8		8	2					82	$12,410	$225	$12,635
	Subtotal Task 6	34	16	16	20	528	48	68	56	16	144	270	215	1431	$210,445		$210,445
	Total Base Hours and Fee	200	228	203	232	554	68	106	86	72	144	270	215	2378	$365,030	$3,725	$368,755
	Percent of Hours (Base)	*8%*	*10%*	*9%*	*10%*	*23%*	*3%*	*4%*	*4%*	*3%*	*6%*	*11%*	*9%*				

TOTAL (with Option 1)	$218,230
TOTAL (with Option 2)	$338,325

Appendix A

Work Product Examples

Placentia Safety and Environmental Justice Elements

7 Safety Element

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7.1 INTRODUCTION



Protecting the health, safety and welfare of the community is a fundamental role of the City of Placentia. The City faces the potential for natural and human-induced emergencies and disasters, many of which are made worse by climate change. Climate change occurs as the earth warms in response to solar energy being trapped in the atmosphere by greenhouse gasses such as carbon dioxide (CO2). Hazards facing Placentia include flooding, earthquakes, fires, heat waves, poor air quality and hazardous spills. Therefore, it is important that the City maintain policies and programs to protect and educate citizens and maintain an effective emergency response to incidents concerning public safety. These potential hazards have the ability to affect residents, businesses, and the City's economy to varying degrees. Therefore, to plan and protect the community, the Safety Element will equitably address the future needs of the community, including the City's most vulnerable and underserved populations (i.e. people with disabilities, seniors, children, limited English proficiency, and those without personal vehicles or access to public transportation). Considerations for these populations are largely addressed under the topic of disaster preparedness, response and recovery (Sections 6.8 and 6.9).

Addressing the Safety Element from a socially-conscious perspective, the City of Placentia understands that vulnerable and underserved populations experience various economic, physiological, and mental inequalities which create additional degrees of vulnerability within specific segments of the population. Members of various populations may experience this vulnerability if they live near freeways or other areas known to produce higher-concentrated levels of pollution, have limited financial resources to prepare for hazards, have decreased economic and social capacity, or educational disparities.

A focused vulnerability assessment was conducted and the considerations from this assessment were used to complete this Element. The purpose of the vulnerability assessment was to identify climate-related hazards, potential hazards affecting Placentia, and their relation to vulnerable and underserved populations within the City (see this assessment in Appendix 7-1). Climate change has broad implications including longer, hotter summers, increased severity of weather, more and larger wildfires, more flooding, and sea level rise. How climate change affects a community depends on its location, natural resources, built environment, and, most importantly, the varying degrees to which community members can respond to its impacts.

The vulnerability assessment found that in Placentia, climate change is most likely to increase the number and intensity of heat waves and decrease air quality in the City. The vulnerability assessment also analyzed the two census tracts in the City that are identified by the California Environmental Protection Agency (CalEPA) as adversely effected by the impacts of climate change due to the convergence of existing health, location and economic factors. These two census tracts represent the La Jolla and Old Town communities and are discussed in this Element. (See also the Health and Environmental Justice Elements for additional goals and policies on this topic.)

The sections going forward will document and assess the natural and human-induced hazards present within this City of Placentia, and how these hazards may adversely affect the community. The Safety Element policies seek to minimize potential dangers to residents, workers, and visitors and to reduce the level of economic and property loss due to a potential disaster. It also describes the emergency preparedness, response and recovery programs to be used before, during and after crisis situations.

7.2 GEOLOGIC & SEISMIC SAFETY CONSIDERATIONS

Regional and Local Faults

The City of Placentia is located in seismically active Southern California. Active and potentially active faults are located adjacent to Placentia; however, there are no Alquist-Priolo Earthquake Fault Zones within the city limits. The California Geological Survey defines active and potentially active faults in the Alquist-Priolo (AP) Special Studies Zone Act (1994). For the purpose of the Act, active and potentially active faults are defined as those that have ruptured during the Holocene period (11,000 years ago) and Quaternary period (1.5 million years ago) respectively. Maps of Earthquake Fault Zones have been published by the California Geological Survey in accordance with the AP Special Studies Zone Act, 1994, which regulates development near active faults.

Although Placentia does not lie within an AP Zone, seismic risk is still considered high because of the proximity to other active AP faulting in the region. Major faults that have potential to impact the City are shown in Exhibit 7-1, Regional Faults. The faults shown on this map are summarized below:

1. Yorba Linda seismic source zone is a group of faults located approximately 0.3 miles northeast of the City of Placentia and can produce a magnitude 6.4 earthquake.
2. The Puente Hills (Coyote Hills) is a northwest trending blind Thrust Fault system1 that extends approximately 26 miles between downtown Los Angeles and northern Orange County. The fault is buried and extends beneath the San Gabriel Mountains where it merges with the Sierra Madre Fault System. Locally the approximate location of the fault is between Whittier fault and the City of Placentia. The Puente Hills thrust is considered to be the source of the 1987 magnitude 6.0 Whittier Narrows earthquake. In 2014, this fault produced a magnitude 5.1 quake, with over 100 aftershocks within the following few days. The Puente Hills Thrust dips about 25 degrees to the north and is considered capable of generating a magnitude 7.1 earthquake.
3. Peralta Hills Thrust is an east-west trending thrust fault along the south flank of the Peralta Hills, about 3 mile southeast of the center of the City of Placentia. This is the closest known active fault to the City. This feature has been exposed in several excavations and displaces Tertiary-age rocks over Quaternary period deposits. Recent small earthquakes (1999-2000) with magnitudes of 1.7 to 3.9 at depths of 3.5 to 12 km under the Peralta Hills indicate right-oblique reverse active faulting below the area, supporting the concept of a deeper main break of the Peralta Hills thrust fault system. The fault is located approximately 3 miles southeast of the City. The length of the fault zone suggests that a maximum earthquake of about 6.0 to 6.5 is capable of occurring on this feature.
4. Whittier Fault is part of the Whittier- Elsinore fault system and extends from the Los Angeles basin area to Mexico, a distance of more than 250km. The Whittier segment extends along the western margin of the Puente Hills for a distance of about 40km. The fault is about 3.8 mile north of the center of the City of Placentia. Although this fault has not generated any major earthquakes in historical time, geological relationships suggest that it is capable of generating a magnitude 6 to 7.2 earthquake.
5. Newport-Inglewood Structural Zone is expressed as a series of discontinuous faults and folds extending from the Santa Monica fault at its northern end to the Newport Beach area where it trends offshore. The estimated total length of the fault zone is approximately 65 miles. The

7-4

[1] If the rock mass above an inclined fault (i.e. fractures where the blocks have mostly shifted vertically) moves down, the fault is termed normal, whereas if the rock above the fault moves up, the fault is termed reverse. A thrust fault is a reverse fault with a dip of 45 degrees or less. A blind thrust fault is a thrust fault that does not rupture all the way up to the surface so there is no evidence of it on the ground. It is "buried" under the uppermost layers of rock in the crust. Earthquake Glossary, USGS, https://earthquake.usgs.gov/learn/glossary/, 2018.

magnitude 6.25 Long Beach earthquake of 1933 occurred on the Newport-Inglewood fault. The epicenter of the earthquake was offshore near Newport Beach. The fault zone is located approximately 14.6 miles southwest of the City and is considered capable of producing earthquakes with a magnitude of up to 7.4.

6. Sierra Madre Fault is part of a set of north-dipping reverse faults extending between Santa Barbara Channel east to Chino Basin. The fault is located about 17 miles north of the City. The fault is classified as Holocene in age and is considered capable of producing earthquakes with a magnitude of up to 8.0.
7. The San Jacinto Fault system is highly seismically active and has been the source of several historical fault ruptures associated with the earthquake magnitudes in the range of 6 to 7. The San Jacinto fault zone extends more than 150 miles northwesterly from the Imperial segment near the Gulf of California to the San Gabriel-San Bernardino Mountains north of San Bernardino. The fault is located about 34 miles northeast of the City and is considered capable of producing earthquakes with a magnitude of up to 7.5.
8. The San Andreas Fault system extends southeasterly from Cape Mendocino, approximately 200 miles north of San Francisco, to the east side of the Salton Sea, a distance of almost 700 miles. The central portion of the San Andreas Fault produced a major earthquake in 1857 that resulted in ground rupture over approximately 190 miles from the Cholame Valley, in San Luis Obispo County, to just northwest of the San Bernardino area. The City of Placentia is located approximately 36 miles southerly of the central segment of the San Andreas Fault. The San Andreas Fault is considered capable of producing earthquakes with a magnitude of up to 7.9.
9. The Norwalk Fault is located approximately 4.5 miles west-northwest of the City of Placentia. It is postulated to have been the source of a magnitude 4.7 earthquake in 1929; however, the fault is not classified as an active AP fault by the California Geological Survey.

Ground Rupture and Shaking

Although ground rupture is not considered to be a major concern for the City of Placentia, it is still likely that the city will be subject to some moderate to severe seismic shaking. Some degree of structural damage due to stronger seismic shaking should be expected, but the risk can be reduced through adherence to seismic design codes (California Building Code 2016).

There are twelve documented buildings in the City that are constructed of unreinforced masonry, built before 1933 and therefore are most at risk of structural damage. These structures are listed below and a map of their locations is provided in Appendix 7-2:

1. 234 S. Bradford – APN: 339-061-07
2. 238 S. Bradford – APN: 339-061-08
3. 109 Santa Fe Ave – APN: 339-365-25
4. 141 Santa Fe Ave – APN: 339-365-10
5. 110 Santa Fe Ave – APN: 339-394-06
6. 100 Santa Fe Ave – APN: 339-394-07
7. 214 Santa Fe Ave – APN: 339-393-07
8. 226 Santa Fe Ave – APN: 339-393-02
9. 301 Santa Fe Ave – APN: 339-363-19
10. 352 Santa Fe Ave – APN: 339-392-01
11. 330 Santa Fe Ave – APN: 339-3992-07
12. 310 Santa Fe Ave – APN: 339-392-11

Soil liquefaction

Soil liquefaction is a seismically induced form of ground failure, which has been a major cause of earthquake damage in Southern California. During the 1971 San Fernando and 1994 Northridge earthquakes, significant damage to roads, utility pipelines, buildings and other structures was caused by liquefaction. Liquefaction takes place when granular materials that are saturated by water lose strength and transform from a solid to a liquid state. Liquefaction generally occurs during significant earthquake activity, and structures located on saturated granular soils such as silt or sand may experience significant damage during an earthquake due to the instability of structural foundations and the moving earth. Soils most susceptible to liquefaction are saturated, loose, uniformly graded, fine-grained sand deposits. However, silty sands and sandy silts have also been reported to be susceptible to liquefaction or partial liquefaction.

The occurrence of liquefaction is generally limited to soils located within about 50 feet of the ground surface. Primary factors affecting the potential for a soil to undergo liquefaction include:

1. Depth to groundwater;
2. Soil type;
3. Relative density of the soil and initial confining (overburden) pressure; and
4. Intensity and duration of ground shaking.



Potential problems associated with soil liquefaction include ground surface settlement (i.e., vertical movement of the ground), loss of foundation bearing support strength, and lateral spreading (i.e., landslides). The City's building codes require structures in liquefaction areas to be designed to withstand the potential impacts that could be caused by liquefaction. According to the California Department of Conservation, Division of Mines and Geology (CGS, 1998 and 2005), areas of high liquefaction potential for the City of Placentia are provided in Exhibit 7-2, Potential Liquefaction and Landslide Hazard Zones.

Slope Instability/Landslides

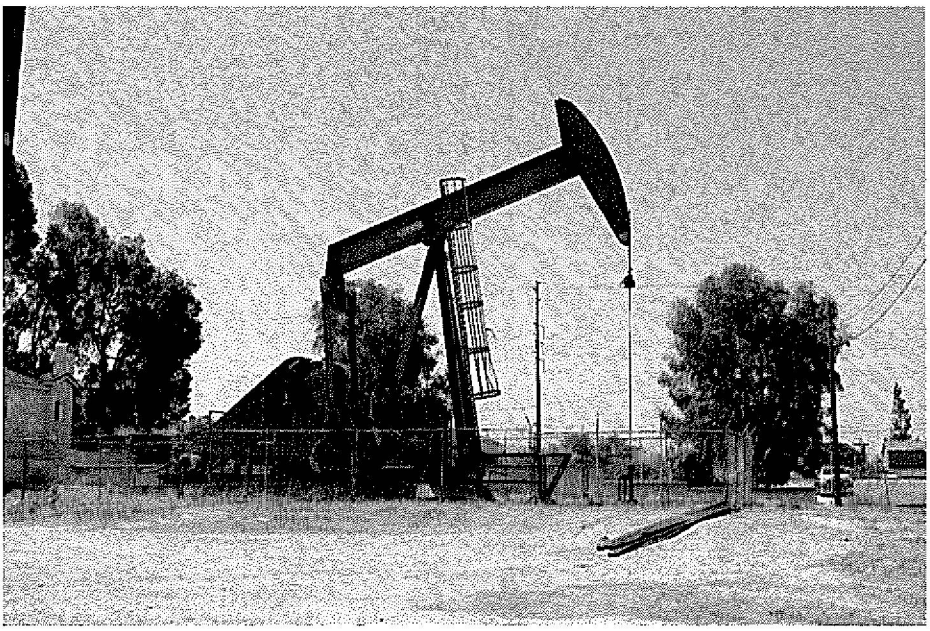
Slope failure can occur as either rapid movement of large masses of soil ("landslide") or slow, continuous movement ("creep"). Landslides result from the downward movement of earth or rock materials that have been influenced by gravity. In general, landslides occur due to various factors including steep slope conditions, erosion, rainfall, groundwater, nature of the underlying soil or bedrock, previous landslide deposits, and grading impacts.

The majority of City of Placentia has not been mapped as being within a zone susceptible to landslide as designated by the State of California Seismic Hazard Zones, Yorba Linda Quadrangle (CGS, 2005). However, a few local slope instabilities appear in the northwest area of the City, just south side of Anaheim Union Reservoir in Tri City Park. Landslide potential within the City is shown in Exhibit 7-2, Potential Liquefaction and Landslide Hazard Zones.

Mining Activity, Oil and Gas Wells and Subsidence

Pipelines represent a hazard due to the contents of the pipelines and the potential for them to rupture, causing chemical leaks, explosions or fires. Historically, mining activities and petroleum exploration have resulted in the creation of open pits and wells. In some cases, pits and wells may have been abandoned and backfilled with

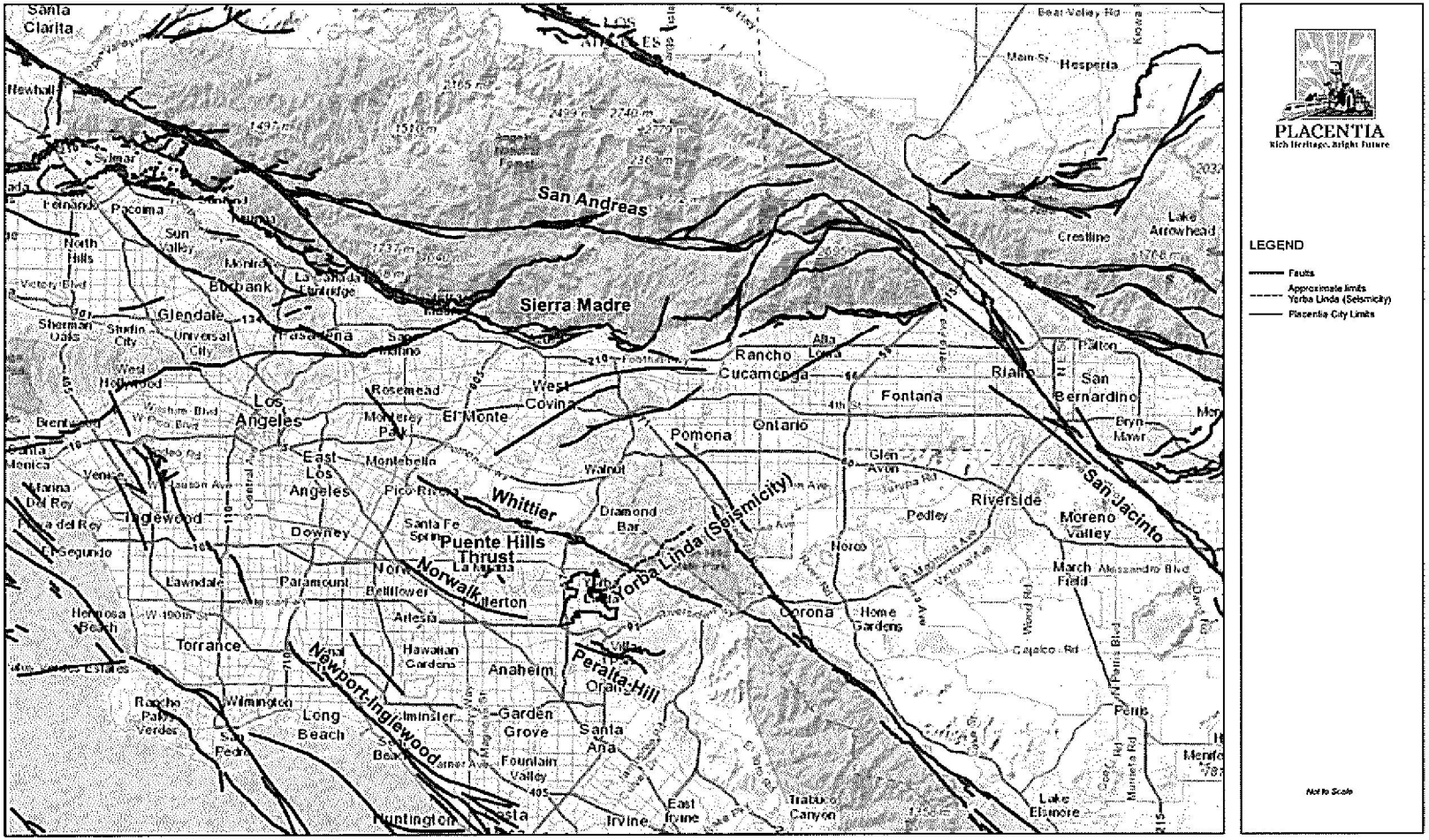
undocumented fill materials. Existing pits and wells backfilled with undocumented materials may be subject to differential settlement, which causes structures to shift, and often become damaged, due to the uneven lowering of the earth. Differential settlement is closely related to subsidence, which is the sudden sinking or gradual downward settling of the earth's surface with little or no horizontal movement. Subsidence can be caused by natural geologic processes or by human activity such as subsurface mining or pumping of oil or groundwater.



The City of Placentia has numerous oil wells and pipelines (oil recovery operations) operating within the city. The location of these facilities is represented in Exhibits 7-3 (Well Locations) and 7-4 (Pipeline Locations).

Placentia's Municipal Code dictates where these facilities can be located, required maintenance, required fencing, procedures for how to abandon, and the requirement for additional safety measures and performance standards. Adherence to these requirements reduce the risks associated with the wells and pipelines. The Division of Oil and Gas Geothermal Resources (DOGGR) also regulates active oil facilities and provides standards for their abandonment.

Exhibit 7-1 Regional Faults

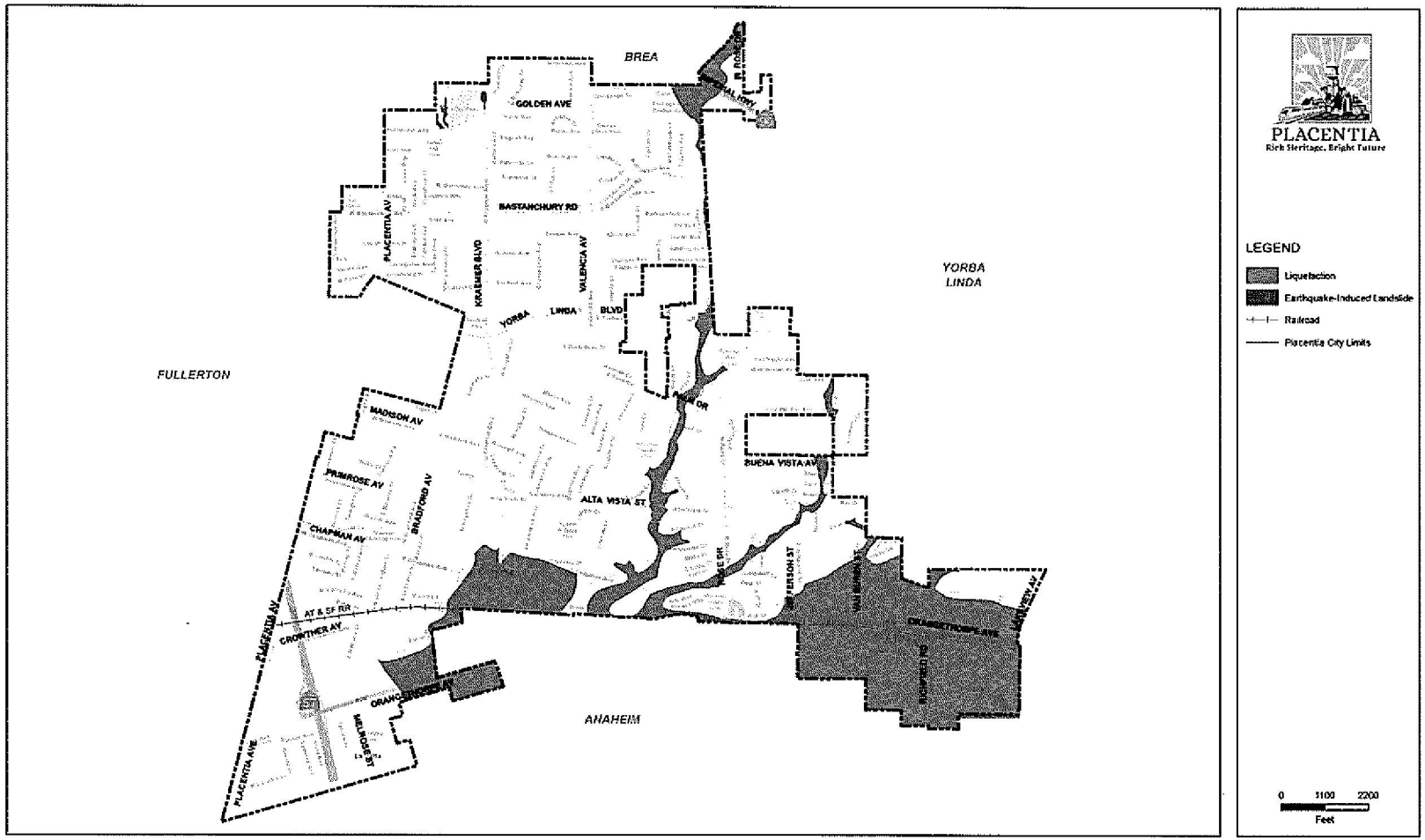


Michael Baker INTERNATIONAL

Source: City of Placentia, 2013; Willdan 2014

Regional Faults

Exhibit 7-2 Potential Liquefaction and Landslide Hazard Zones

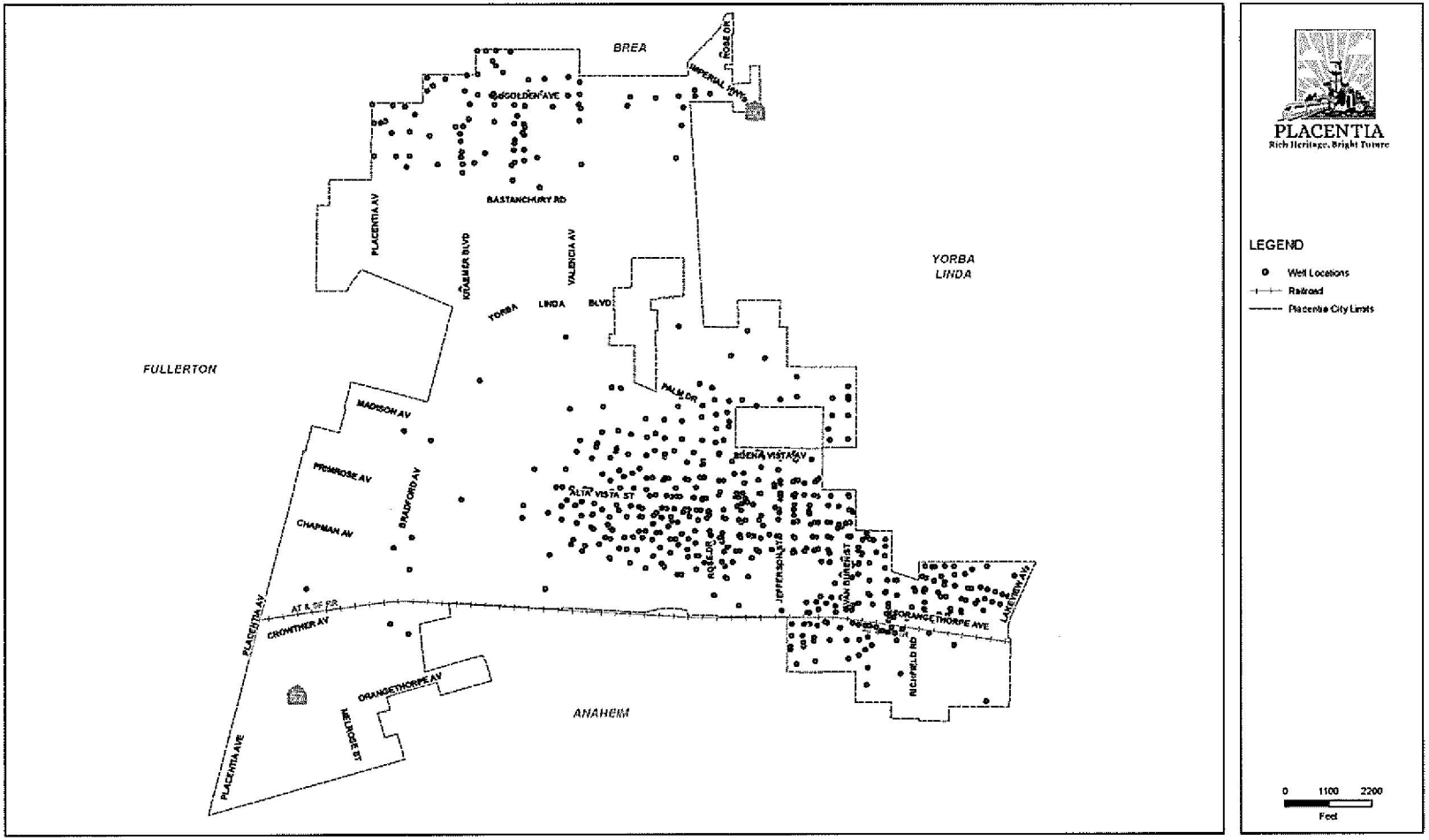


Michael Baker INTERNATIONAL

Source: City of Placentia, 2018; California Department of Conservation, 1998 and 2005

Potential Liquefaction and Landslide Hazard Zones

Exhibit 7-3: Well Locations



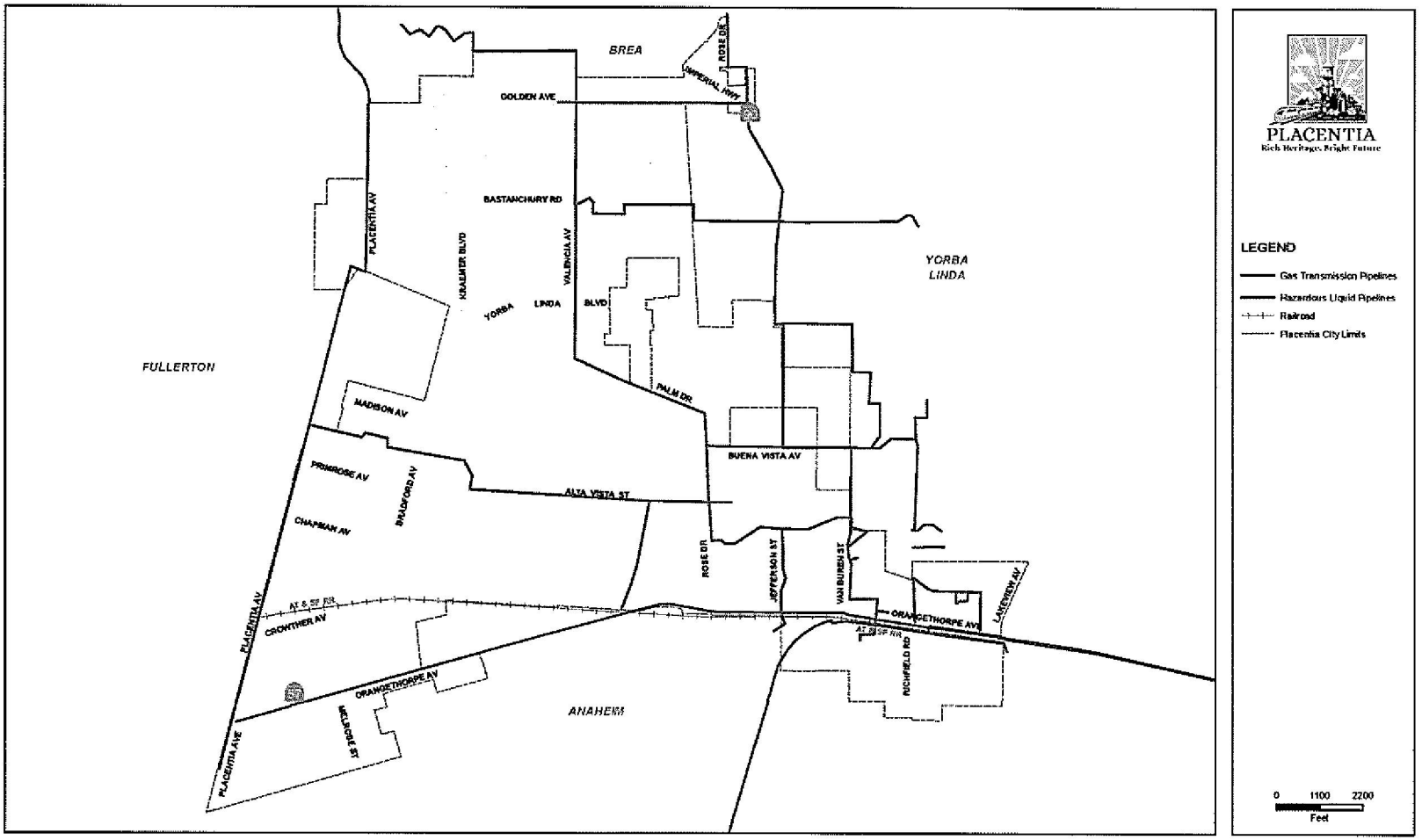
Michael Baker INTERNATIONAL

Source: City of Placentia, 2019; California Department of Conservation, Division of Oil, Gas and Geothermal Resources, accessed April 2019, http://www.conservation.ca.gov/dog/Pages/WellFinder.aspx

Well Locations

7-11

Exhibit 7-3. Pipeline Locations



Michael Baker INTERNATIONAL

Source: City of Placentia, 2018; National Pipeline Mapping System (NPMS) Public Viewer. https://primis.phmsa.dot.gov/PublicViewer/ accessed April 2018

Pipeline Locations

7-12

7.3 URBAN FIRE HAZARDS



A majority of large fires occur in areas classified as Wildland or Wildland-Urban Interface; however, fires can, and historically have occurred in vastly urban environments throughout the nation. Oftentimes, urban fires have involved unpopulated areas within the urban area that may contain brush or grasslands, and some historical fires have included structures in close proximity.

As of 2019, the City of Placentia is approaching "build-out" conditions with approximately 98 percent of developable land developed or in the process of developing. Approximately 54.5 acres, or 1.3 percent, of the City's total acreage is vacant. Placentia is surrounded by other build-out cities and is not adjacent to wildland areas; therefore, the risk of Wildland-Urban Interface fires is relatively non-existent. Placentia's remaining vacant parcels of land are primarily in the southern portion of the City and are zoned for industrial and/or commercial uses. As a result of buildout, the City must continue to address the growing need to defend both life and property from urban fires.

Prior to July 1, 2019 the city's fire services were provided by the Orange County Fire Authority (OCFA) and beginning July 2019 the city transitioned to a full-service, public safety entity with the introduction of the Placentia Fire and Life Safety Department (PFLSD). Collectively the city's public safety entities and the Fire and Life Safety Department have increased access to the various special operations resources and equipment through mutual-aid and automatic-aid agreements with surrounding jurisdictions. Agreements with bordering jurisdictions enhance the city's capacity to procure helicopters, heavy equipment, large-scale disaster medical units, and Special Response Teams--such as Hazardous Material Units. To respond

to urban and nearby wildland fires, Placentia has two fire stations, Station 1 and 2. Station 1, is located at 110 South Bradford Avenue and is home to Engine 1. Station 2 is home to the PFLSD Battalion Chief; a Quint / Aerial Apparatus, and a rapid response apparatus. The PFLSD is comprised of career firefighters and reserve staff to support large-scale incidents.

Water resources used to combat fires are provided through the citywide fire hydrant systems which are serviced by the city's two water departments – Yorba Linda Water District and Golden State Water Company. Through routine infrastructure upgrades and maintenance projects, the PFLSD has access to a well-developed network of water systems to adequately respond to large-scale, multi-alarm fires that may occur within the city.

In urban areas, where the protection of structures is the principal goal, the effectiveness of the city's fire response efforts is based upon several factors, including the age of structures, type of structures, efficiency of circulation routes that correlate with response times, and availability of water resources to combat fires. The principal fire hazard in Placentia is from structures.



In addition, there are several oil pipelines throughout the City which are owned and operated by private industry. Utilizing a proactive approach, oil pipelines and wells located in the City are documented by the State of California, and responses to incidents related to these systems are a part of the PFLSD's Hazardous Materials Response Plan which document best practices for containing releases, leaks, and spills associated with these pipelines and wells.

Many factors contribute to the severity of fires including weather; specifically, winds locally referred to as the Santa Ana winds (strong, extremely dry, downslope winds).

The Santa Ana winds pose a significant fire hazard to the City each year, and typically occur from September to the first significant rain in December. The combination of dry air, low humidity, and heavy winds contributes to what is ultimately referred to as "fire weather" due to the limited amount of moisture in the air and increased dry, dead vegetation. As the City of Placentia approaches "build-out" fires resulting from the combination of the Santa Ana winds and dry, dead vegetation will continue to decrease as the undeveloped parcels are reduced.

The City does not have a significant history of fire – structural or wildland. The last multi-alarm fire in Placentia was in April 2013, and this involved a house and adjacent restaurant in the Old Town area of the City where construction is older, and the structures are closer together.

With the city approaching build-out, there are no longer any high-fire danger zones located within the City of Placentia. Although there is minimal undeveloped, open space located within the city, Placentia does border outside jurisdictions which have vast Wildland-Urban Interfaces (WUIs), and these WUIs may pose an indirect threat to the City.

To enhance the fire and life safety protections of the community, the PFLSD has implemented a robust Community Risk Reduction Program that conducts regular fire inspections of public and private structures and events in Placentia pursuant to state and local law. The PFLSD works in collaboration with multiple internal and external partners to complete plan reviews on proposed construction, enhance fire protection systems, and ensure the structures are designed to reduce the risk of fire before the projects are even built.

The PFLSD will continuously implement multiple, innovative fire prevention and community risk reduction programs on an "as-needed" basis to promote tailored safety measures for the members of the community. The fire prevention and risk reduction programs include:

- Fire Setter Regional Intervention Education Network This program is designed specifically for juveniles or youth who are exhibiting unusual or increased interest in fire and fire behavior. This intervention program is available to children and their families throughout the city.
- The implementation of a wide-ranging program to reduce risk to members of the senior community, access and functional needs community, and non-English proficient members of the community.
- An educational campaign focused on business resistance and resilience.
- The City's evacuation routes and transportation assembly points are shown in Exhibit 7-5 (Evacuation Routes and Assembly Locations). The City of Placentia has elected to provide pre-designated evacuation routes and Transportation Assembly Points (TAPs) for members within or traveling through the community. A majority of citizens will be able to self-evacuate

through the use of pre-designated evacuation routes; however, many individuals may require assistance in the event of a wide-scale emergency impacting the City and/or surrounding cities. Emergency personnel will attempt to utilize pre-designated evacuation routes to facilitate the orderly movement of vehicles through the city and assist members of the community with directions and additional information determined by the incident. The utilization of the pre-designated evacuation routes is contingent on the type of emergency that is impacting the City, and specifics regarding the use of evacuation routes will be determined during an emergency.

- TAPs are pre-designated locations for members of the community who may not have access to adequate transportation, require special assistance, have access and/or functional needs; and/or they are, or are with, an unaccompanied minor(s). TAPs are provided to ensure that equal access to evacuation transportation is provided to all members of the community. Without diversified methods of evacuation, the most vulnerable populations will not have adequate access to services and safety afforded to members of the community with private, functioning methods of transportation; therefore, the TAPs have been strategically located throughout the City to allow for all members of the community to have access to these resources.
- TAPs are growing in importance with their relation to land use planning and the development associated with high-density housing. As new development in the Transit-Oriented Development (TOD) and Old Town areas allow for high density populations and encourage diversified methods of transportation (e.g. ride-sharing, mass transit), TAPs will continue to grow in importance and will need to be revisited as populations increase.

7.4 FLOOD & DAM INUNDATION HAZARDS



Second to fires, the Federal Emergency Management Agency (FEMA) has determined that floods are the most common and widespread of all-natural disasters. Most communities in the United States have experienced some kind of flooding, during spring rains, heavy thunderstorms, or winter snow thaws. Climate change has increased the intensity of storms, which increases the risk of flooding because global warming increases the temperatures of the water and air, creating the climatic conditions for heavier rain, melting snowcaps and icebergs, and more hurricanes and tornados.

In the Los Angeles and Orange County region, total rainfall is expected to stay relatively stable, however, extreme events such as drought and heavy rainfall are projected to increase due to climate change (California Natural Resources Agency 2018). Increases in extreme rainfall will in turn increase flooding. Most of the City is not in a flood hazard zone, however, some areas on the east and south sides are in the 500-year flood zone (0.2% chance of flooding each year) and could see increased flooding and reduced drainage from intense storms. A small pocket of homes between Highway 57 and Orangethorpe Avenue is in the 100-year flood zone (1% chance of flooding each year) and is most likely to be impacted from flooding due to changes in rainfall. The La Jolla community in the southwest corner of Placentia is located in the 100-year flood zone, with a portion in the 500-year flood zone. As discussed in Section 6.6, Climate Change, the La Jolla community is one of the two communities designated by the California Environmental Protection Agency as a disadvantaged area (i.e., more vulnerable to climate change due to the

confluence of existing health and economic factors). It is a policy of this Safety Element to improve drainage in the City, prioritizing the La Jolla community, to minimize damage in the event of a flood. Exhibit 7-6, FEMA Flood Zones, shows the location of the 100-year and 500-year flood zones in the City.

The City has no natural, permanent water features. The Anaheim Union Reservoir at Tri-City Park is a 10-acre man-made lake located at 2301 N. Kraemer Boulevard, and there are numerous small man-made water features located in the Alta Vista Country Club golf course. The Orange County Flood Control District has implemented measures to reduce the likelihood of flooding at these locations. Drainage through the City is controlled and directed via storm drains and storm drain channels, including Carbon Canyon Creek Channel and Atwood Channel. The channels are located in the southern and southeastern portions of Placentia.

Congress developed the National Flood Insurance Program (NFIP) in 1968 to respond to the elevating cost of taxpayer-funded disaster relief for flood victims and the increasing level of damage that was caused by flooding. According to FEMA, approximately 20,000 communities across the United States, including Placentia, participate in the NFIP through the adoption and enforcement of floodplain management ordinances. These ordinances help to reduce future flood damage, and in return, the NFIP makes Federally-backed flood insurance available to homeowners, renters, and business owners in participating communities.

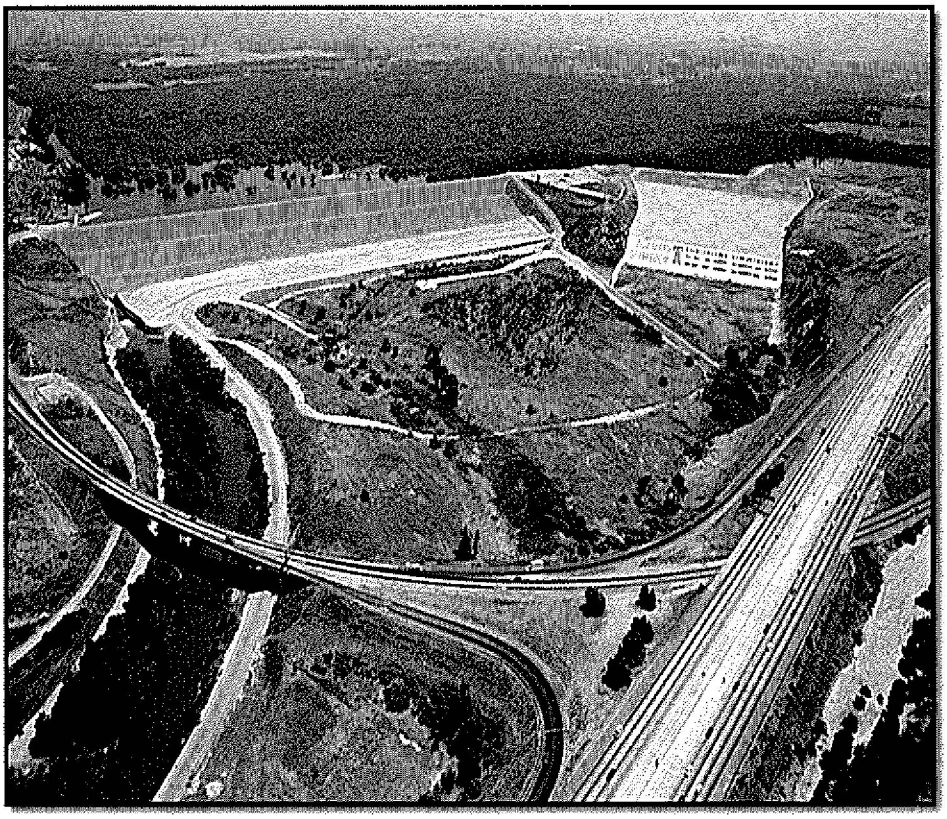
Dam Inundation

Flood inundation resulting from dam failure of Prado Dam or Carbon Canyon Dam is a potential hazard for the City. Inundation from Prado Dam would affect the very southern portions of the City. Inundation from Carbon Canyon would affect the majority of the City generally west of Rose Drive/Tustin Avenue. The two dams are described below.

Carbon Canyon Dam

The Carbon Canyon Dam, an earth-filled structure with a capacity of 12,000 acre-feet, is located approximately one (1) mile north of Placentia and was completed in 1961. It is 2,600 feet in length and 99 feet in height. The drainage area above the dam is 19.3 square miles. The structure provides flood protection to the cities of Placentia, Brea, Yorba Linda, Anaheim, Fullerton, Buena Park and unincorporated areas of the County of Orange. The Carbon Canyon Dam rarely contains threatening quantities of water. However, when the dam is filled to its capacity, the reservoir could create some potential upstream flooding problems. The dam is owned and operated by the US Army Corps of Engineers.

If an inundation event should occur as a result of dam failure, floodwaters are expected to generally follow the path of the Carbon Canyon Creek Channel. Floodwaters could potentially reach the SR-91 Freeway in the southern portion of the City.



Prado Dam

Prado Dam, designed in the 1930s and completed in 1941, is located approximately 18 miles east of Placentia in Riverside County. The Prado Dam was intended to provide flood protection to the Lower Santa Ana River Basin. The existing 9,000 cubic feet per second (cfs) limit on controlled releases from the Prado Dam is based upon the original non-damaging capacity of the downstream channel. Recently downstream channel improvements were completed as part of the United States Army Corps of Engineers' Santa Ana River project. According to the OCFCD, the status of these improvements are as follows:

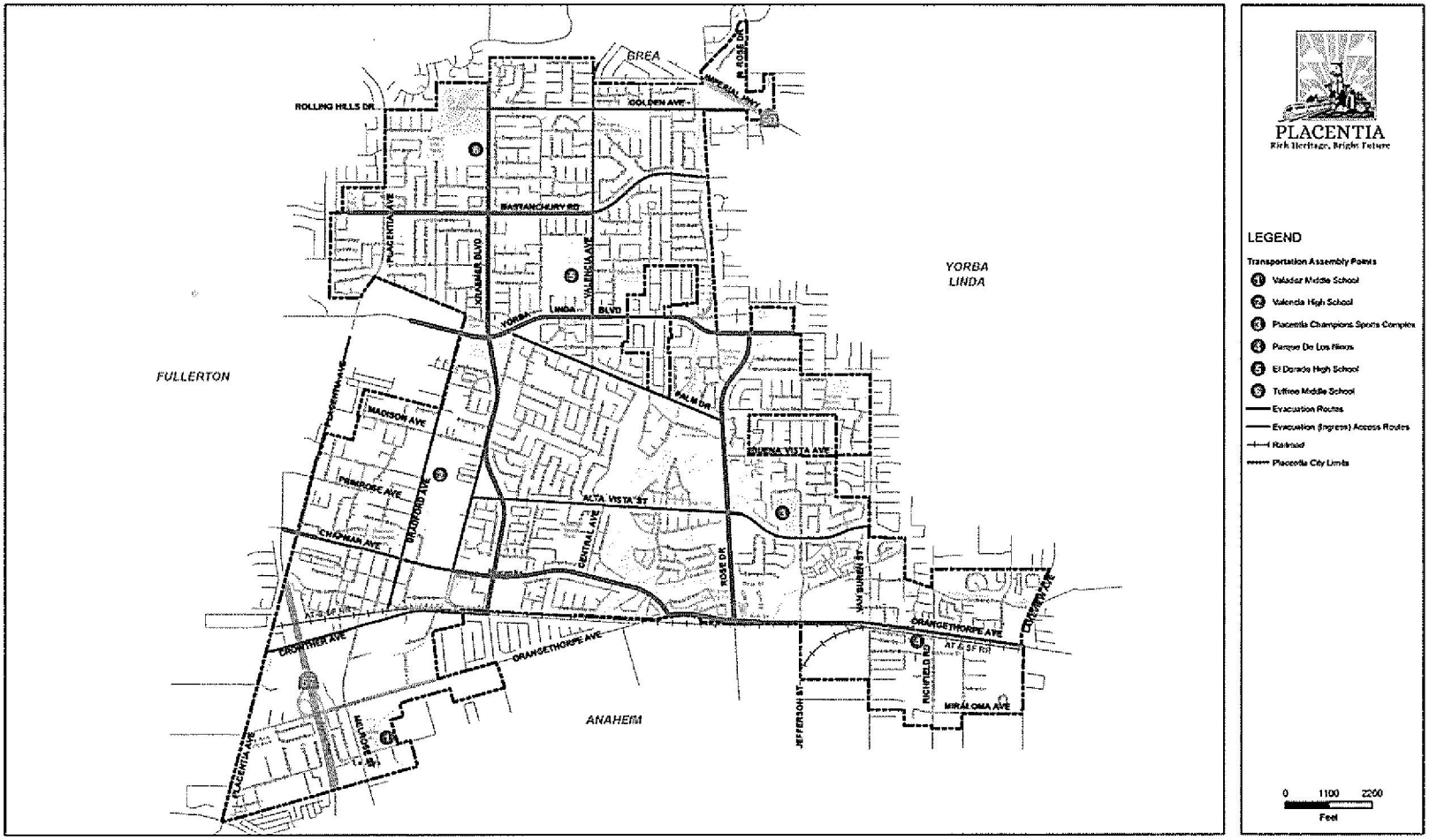
- Raising the existing embankment 28.4 feet to an elevation of 594.4 feet – Completed;
- Raising the spillway crest from elevation of 543 ft. to 563 ft – Planned for 2021;
- Constructing new outlet works increasing the maximum discharge capacity from 9,000 cubic feet per second (cfs) to 30,000 cfs – Completed;
- Constructing new levees and dikes- Underway;
- Acquiring over 1,700 acres of property rights for reservoir expansion - Underway;
- Relocating and protecting 30 various utility lines- Underway;
- Increasing reservoir area from 6,695 acres to 10,256 acres; and

- Increasing-impoundment from 217,000 acre-feet to 362,000 acre-feet.

Santa Ana River Mainstem Project

The Santa Ana River Mainstem project is designed to provide flood protection to Orange, Riverside and San Bernardino Counties, and is being managed by the US Army Corp of Engineers. The proposed improvements cover 75 miles from the headwaters of the Santa Ana River, east of the City of San Bernardino, to the mouth of the river at the Pacific Ocean between the cities of Newport Beach and Huntington Beach. The Mainstem Project will increase flood protection to more than 3.35 million people within the three counties. The project includes seven independent features: Seven Oaks Dam, Mill Creek Levee, San Timoteo Creek, Oak Street Drain, Prado Dam, Santiago Creek and the lower Santa Ana River. The Santa Ana River Mainstem project is designed to provide flood protection for residences and business in the three counties. All three counties, collectively, are working in conjunction with the U.S. Army Corps of Engineers to design and construct the project. The Prado Dam improvements component of the project is anticipated for completion in the year 2020.

Exhibit 7.5: Evacuation Routes

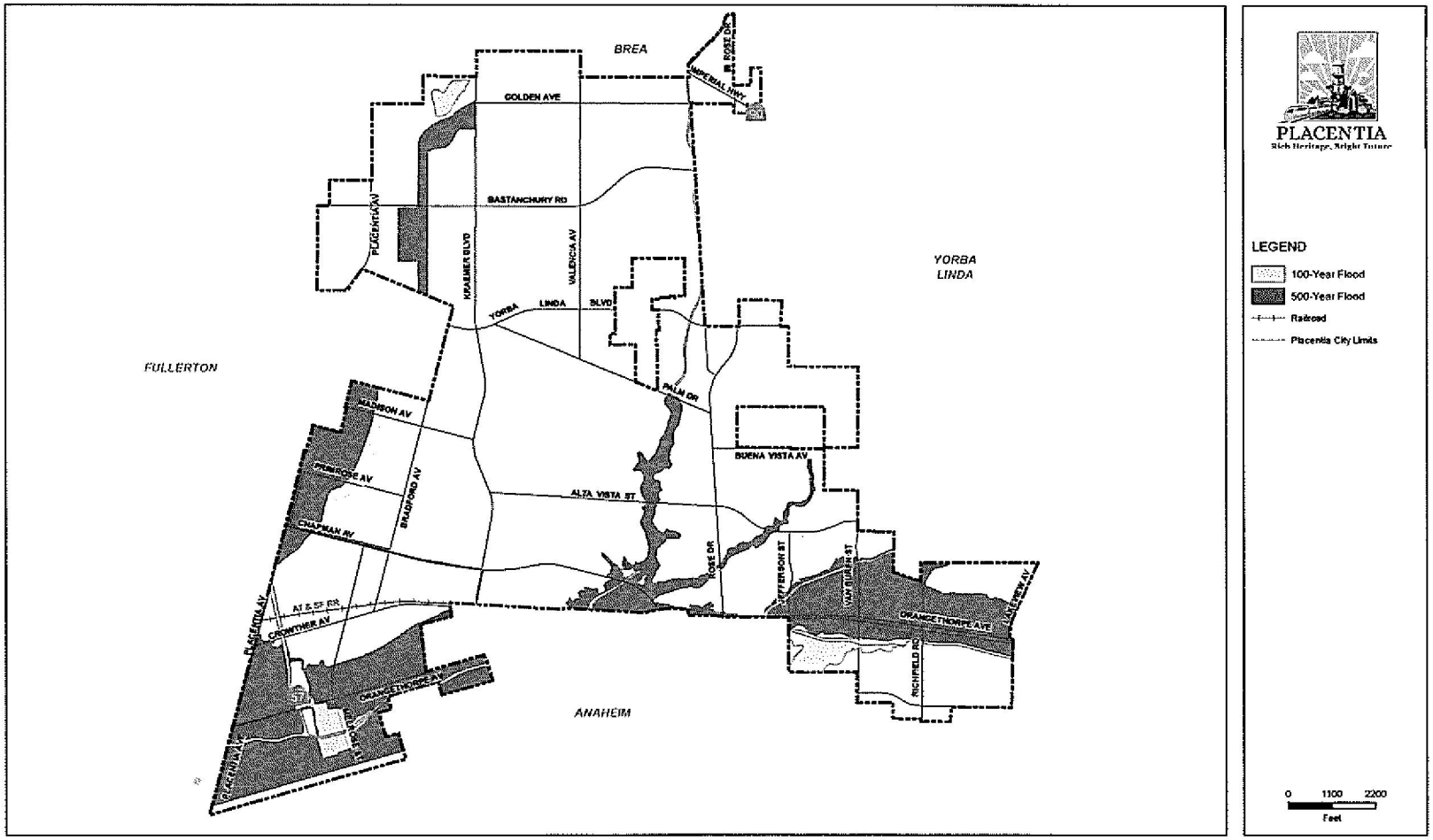


Michael Baker INTERNATIONAL

Source: City of Placentia 2018

Evacuation Routes and Assembly Locations

Exhibit 7-6 FEMA Flood Zones



Michael Baker INTERNATIONAL

Source: City of Placentia, 2018; FEMA Effective Products 2009

FEMA Flood Zones

7.5 HAZARDOUS MATERIALS AND WASTE

Many businesses manufacture, transport, store, use and dispose of hazardous materials. In addition, the City has miles of oil pipelines, gas lines and water mains that traverse the City. Placentia, therefore, like many other cities, has potential for hazardous materials spills or incidents within or directly adjacent to facilities that warehouse, manufacture and process hazardous or toxic materials within or directly adjacent to Placentia. The use of hazardous materials in these facilities can pose a significant threat; however, Federal, State and local regulatory requirements and site-specific contingency and evacuation plans reduce these potential threats.

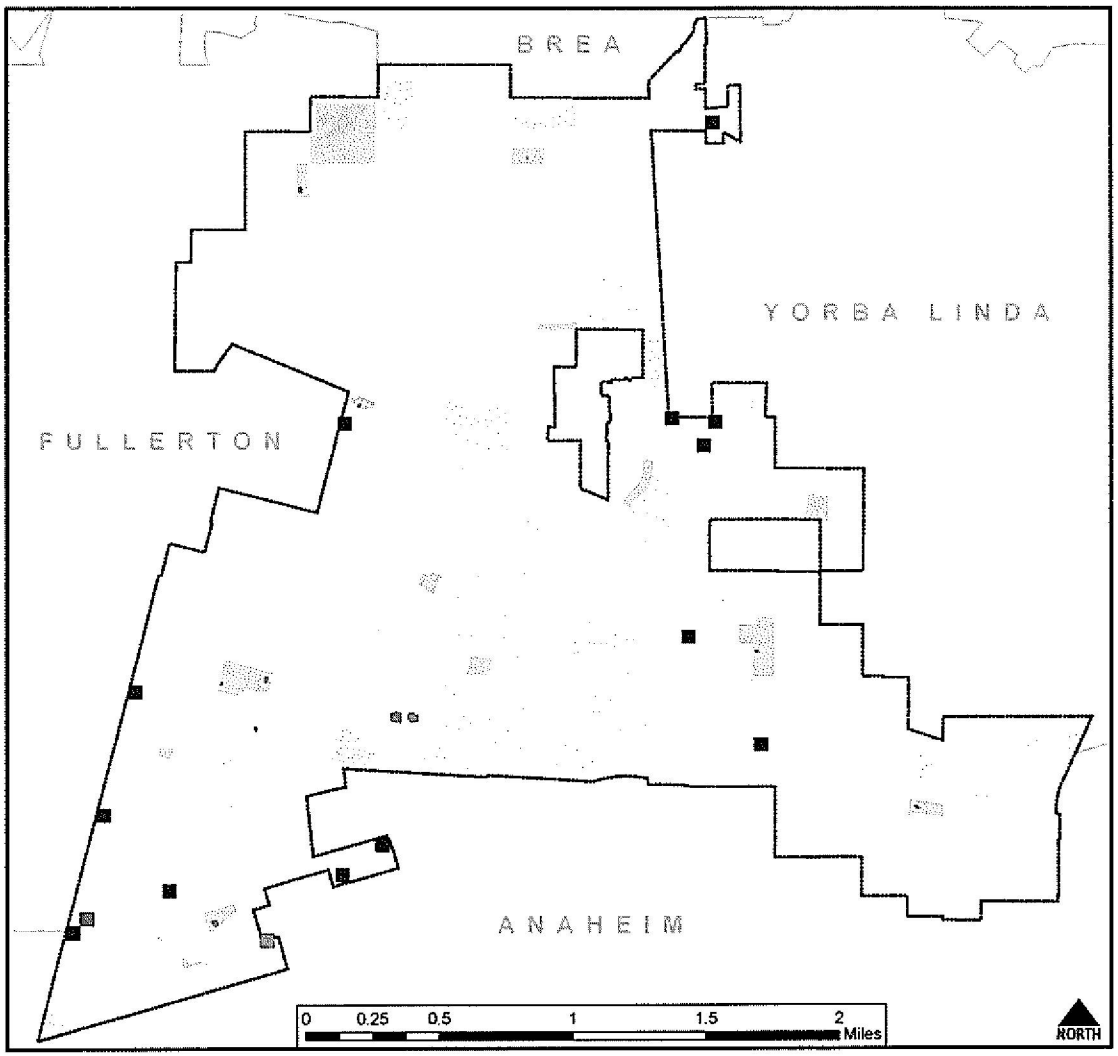
As of July 1, 2013, the Orange County Certified Unified Program Agencies (CUPA) implemented the Hazardous Material Disclosure, Business Emergency Plan and California Accidental Release Prevention programs. All regulated businesses in Placentia must submit hazardous materials disclosure forms online, which includes their business emergency plans, contact information and chemical inventories. This is also a great benefit to the community because it allows local fire agencies to have immediate access to chemical inventories in the region in case of a spill, fire or other incident.2 According to the Orange County Health Care Agency Environmental Health Division, there are approximately 100 facilities in Placentia that have been identified as containing and/or handling reportable amounts of hazardous materials. Not all facilities are covered under this program, as some businesses and facilities may be exempt due to limited quantities of hazardous materials. See Exhibit 7-7, Hazardous Facilities.

Hazardous Materials Area Plan

The PFLSD will proactively work with County partners and outside agencies to implement the Hazardous Materials Area Plan (Haz-Mat Area Plan). The Haz-Mat Area Plan was implemented to assist agencies in their pre-emergency planning and their emergency response role. The Haz-Mat Area Plan also provides the public with information about facilities that pose a threat or potential hazard to the community's health and safety. The Haz-Mat Area Plan is designed to assist in the prevention or mitigation of the damage to the health and safety of persons and the environment from the release or threatened release of hazardous materials into the workplace or environment.

[2] Orange County Environmental Health, http://occupainfo.com/

Exhibit 7-7 Hazardous Facilities



PLACENTIA
Rich Heritage, Bright Future

Hazardous Facilities

CLEANUP PROGRAM SITE

Includes all "non-federally owned" sites that are regulated under the State Water Resources Control Board's Site Cleanup Program and/or similar programs conducted by each of the nine Regional Water Quality Control Boards. Cleanup Program Sites are also commonly referred to as "Site Cleanup Program sites". Cleanup Program Sites are varied and include but are not limited to pesticide and fertilizer facilities, rail yards, ports, equipment supply facilities, metals facilities, industrial manufacturing and maintenance sites, dry cleaners, bulk transfer facilities, refineries, mine sites, landfills, RCRA/CERCLA cleanups, and some brownfields. Unauthorized releases detected at Cleanup Program Sites are highly variable and include but are not limited to hydrocarbon solvents, pesticides, perchlorate, nitrate, heavy metals, and petroleum constituents, to name a few.

LUST CLEANUP SITE

Includes all Underground Storage Tank (UST) sites that have had an unauthorized release (i.e. leak or spill) of a hazardous substance, usually fuel hydrocarbons, and are being (or have been) cleaned up. In GeoTracker, Leaking Underground Storage Tank (LUST) sites consist almost entirely of fuel-contaminated LUST sites (also known as "Leaking Underground Fuel Tank", or "LUFT" sites) which are regulated pursuant to Title 23 of the California Code of Regulations, Chapter 16, Article 11.

PERMITTED UNDERGROUND STORAGE TANK

Includes facilities at which the owner or operator has been issued a permit to operate one or more USTs by the local permitting agency. Permitted UST Facilities are imported weekly from the California Environmental Reporting System (CERS).

Source: GeoTracker

Produced: March 27, 2019

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7.6 CLIMATE CHANGE

Climate change, or the effects of global warming, in Placentia is most likely to increase the number and intensity of heat waves and decrease air quality, as concluded by the Vulnerability Assessment (see Appendix 7-1). Two communities in the City are more vulnerable to climate change due to the confluence of existing health and economic factors: The La Jolla and Old Town communities. The following describes the effects of extreme heat and poor air quality in the City of Placentia, including effects on those most vulnerable. Section 6.8 provides associated goals and policies to mitigate for these effects and build adaptation and resilience capacity in Placentia, with focused efforts directed towards more vulnerable populations.

Extreme Heat

In urban environments like Placentia, extreme heat is the most pervasive climate-related hazard. Extreme heat is the leading cause of death when compared to all weather-related hazards (Environmental Protection Agency, 2016). Dark urban surfaces, such as asphalt, absorb heat throughout the day and release it at night, which increases the nighttime minimum temperature and does not allow the air or human body to cool off. High heat can also intensify air pollution like smog and particulate matter. Communities that lack green open spaces, parks, shade trees, and other cooling elements face even more intense heat in addition to poorer air quality, this is also referred to as the "heat island effect."

In Placentia, an extreme heat event occurs when the temperature rises above 99.8 degrees. Between 2020 and 2040, Placentia is forecasted to experience approximately two heat waves a year that will last two to four days. The safety hazards associated with extreme heat include heat stroke and other heat-related illness. Safety risks are most prevalent amongst vulnerable populations, including older adults and children who are more sensitive to heat, as well as outdoor workers and those who lack air conditioning. These vulnerable populations who are more sensitive to heat will experience heatwaves and health impacts including heat stroke at lower temperatures. Because of this sensitivity at lower temperatures, these populations will have up to seven extreme heat events in the same year that last even longer- between three to five days (California Heat Assessment Tool, 2018).

Poor Air Quality

Climate change decreases air quality in three major ways: increasing the production of ozone, increasing the frequency and intensity of wildfires, and increasing allergens (CDC 2018).

Ozone

Ozone is a gas composed of three atoms of oxygen (O3). Ozone occurs both in the Earth's upper atmosphere and at ground level. Ozone that occurs naturally in Earth's upper atmosphere is good, as it forms a protective layer that shields us from the sun's harmful ultraviolet rays. Ozone at ground level is a harmful air pollutant, because of its effects on people and the environment, as is the main ingredient in "smog". Ground level ozone is created when sunlight reacts with other air pollutants from vehicle tailpipes and industrial facilities. Exposure to ground level ozone can make it harder to breathe, cause asthma attacks, and even lead to premature death. Therefore, increases in the number of hot and sunny conditions as a result of climate change will also increase the amount of ground level ozone.

Wildfires

The relatively urban landscape of the City of Placentia limits the direct impact of wild fires; however, the City is in close proximity to wildland areas prone to fire on the east and northeast in the neighboring cities of Yorba Linda and Brea and in unincorporated areas of Orange County. Between 2020 and 2040, twice as much area around the City is likely to burn each year as a result of climate change. Wildfires can emit toxic chemicals when houses burn and particulate matter (ash) from burning vegetation can enter a person's lungs and blood causing heart and lung disease (Environmental Protection Agency, 2017; National Oceanic and Atmospheric Administration, 2018). Therefore, while the City of Placentia may not be physically threatened by wildfire, the poor air quality caused by neighboring wildfires can impact the health of the Placentia community.

Allergens

Longer warm seasons can also lead to longer pollen seasons. These longer pollen seasons can increase allergic reactions and asthma-related episodes, which can result in adults missing work or children missing school. Increased allergens and air pollutants like ozone can also work together to lead to greater respiratory problems.

Populations Most Vulnerable to Climate Change

Climate change impacts do not affect people equally. Children, pregnant women, older adults, and those with pre-existing conditions are considered a "vulnerable" or "sensitive" population, meaning they're more prone to falling ill from climate-related public health events due to their developing or weakened bodies. Additionally, people with fewer economic resources, limited mobility or access to transportation, lower English language proficiency and education, and uncertain citizenship status are at greater risk as they have fewer resources to adapt, evacuate, or access information. Lower income persons may not be able to prioritize healthcare needs or have access to air conditioning in either their cars or homes and may work outdoors, further exacerbating the impact.

Disadvantaged Census Tracts

CalEPA identifies disadvantaged communities by the confluence of geographic, socioeconomic, public health and environmental hazard criteria. Census Tracts which score in the top 25% are considered disadvantaged and are the most vulnerable to climate change. These areas are also eligible for specific funding sources and environmental justice considerations. There are two such communities in the City, the La Jolla and Old Town Communities. The Health, Wellness and Environmental Justice Element discusses in detail the areas where the more vulnerable communities exist and describes the two "disadvantaged communities" within the City.

Both the La Jolla and Old Town communities have a much higher pollution burden relative to other Census Tracts in the state, meaning they are disproportionately burdened by major pollution sources, including toxic releases from industrial facilities and traffic-related air pollution from high volume roadways. The Old Town community also suffers disproportionately from low birth weights and cardiovascular disease, which can be symptoms of pollution exposure.[3] Both communities have a higher sensitive population in terms of education, poverty and housing burden compared to other census tracts, meaning they are less educated, living below the federal poverty level and paying more than 50% of their income in housing costs. The confluence of existing health and economic factors make these communities more vulnerable to the effects of climate change, which creates safety hazards.

Summary of Potential Climate-Related Impacts

Table 7-1 summarizes the potential effects of climate change in the City as analyzed in the vulnerability assessment, including who, where, and when the effects will likely pose the greatest risk, as well as an overall rating. As indicated in the table, increased heat-related illness poses the most immediate and highest risk citywide amongst older adults, children, outdoor workers and those who lack air conditioning, with the greatest risk facing those that live in older buildings and lack shaded areas. Increase in ozone production poses the most immediate and highest air quality risk citywide amongst older adults, children, outdoor workers, and pregnant women, with the greatest effects found near major roadways. Ozone has been found in the placentas of baby fetuses and is correlated with low birth weights. The particulate matter in the air dissipates quickly; however, those living near major roadways are exposed to this dangerous emission. Goals and policies within this Element address each of these impacts, with a focus on prioritizing the needs of the most vulnerable populations.

[3] Source: Office of Environmental Health Hazard Assessment (OEHHA). 2018. CalEnviroScreen 3.0. Available from: https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30

Table 7-1. Impacts Due to Climate Change

Hazard	Potential Impacts	Vulnerability/ Sensitivity	Temporal Extent	Spatial Extent	Rating
Extreme Heat	Increased heat related illness	Older adults, children, outdoor workers, and those who lack air conditioning	Short term	City wide with greater effects on those areas with older buildings and less greenspace (i.e., shade)	High
	Increased use of air conditioning	Low-income populations	Short term	City wide with greater effects on those areas with older buildings and less greenspace	Moderate
Decreased Air Quality	Increase in ozone production	Older adults, children, outdoor workers, and pregnant women	Short term	City wide with greater effects near major roadways	High
	Increase in wildfire in wildlands adjacent to the City	Older adults, children, outdoor workers, and pregnant women	Medium Term	City wide	Moderate
	Increase in allergens	Those with pre-existing health conditions	Medium Term	City wide	Moderate
Flooding	Water damage and destruction of homes from dam failure or inundation	Residences in 100-flood zone in La Jolla Community	Medium Term	Limited to the 100-year flood zone	Moderate
	Water damage and destruction of homes from extreme flooding	Industrial facilities in the southeastern part of the City	Long Term/ Unlikely	Limited to the areas that are protected by levees	Low

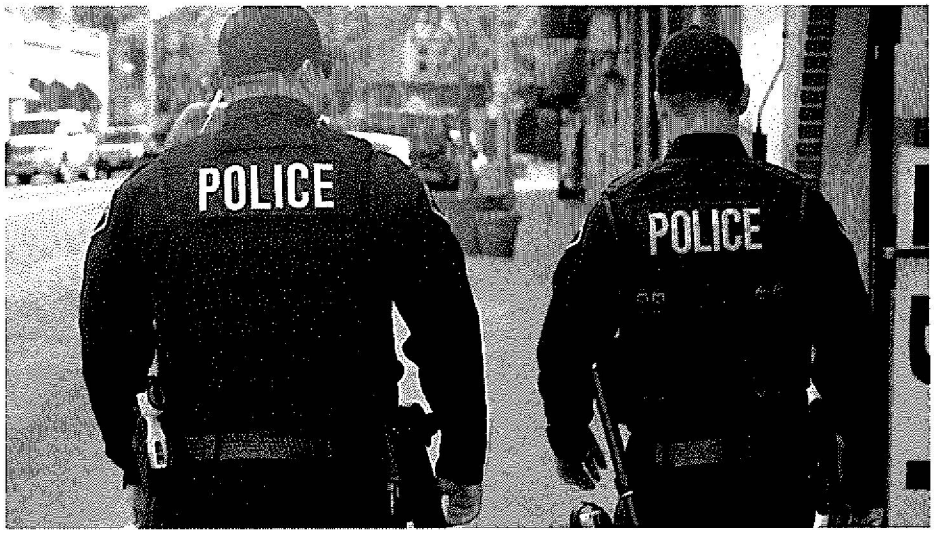
Source: Placentia Vulnerability Assessment

7.7 POLICE AND LAW ENFORCEMENT

The City of Placentia Police Department station is located within the City of Placentia Civic Center at 401 E. Chapman Avenue. The Police Department houses a mixture of sworn members, civilian/ non-sworn members, and dedicated volunteers that work together to maintain a safe community. Among its many operations, sworn members of the department oversee traditional law enforcement activities pertaining to the California Health and Safety Code. In the event of an emergency or disaster, the Police Department maintains law and order and plays a role in directing citizens to safety.

As communities grow and transform in the future, law enforcement must proactively adapt to ensure adequate police services are available throughout the community.

Community-Oriented Policing



The Police Department supports the Community-Oriented Policing (COPS) philosophy, which promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. COP is the method of policing that invokes trust-building, integrity-building, and positive, reoccurring interactions between members of the community and the police. Through COP, the Police Department vigorously supports community engagement as a mechanism to apply community-centric, problem-solving methods as a key method to reduce all types of crime and promote community safety.

Neighborhood Watch Program

The Police Department's Crime Prevention Bureau coordinates the Neighborhood Watch program. In addition to the effectiveness of this program for crime reporting by individual neighbors, the program promotes neighbors getting out and getting to know each other, which ultimately enhances community security, awareness, and positive interactions with the Police Department. In the event of an emergency, individuals play an important role in assisting the Police Department with notifying their neighbors and assisting them to safety. It is an important goal of the City to continue efforts to strengthen this program to adequately provide for the needs of the community, particularly the vulnerable and underserved populations.

7.8 DISASTER PREPAREDNESS, RESPONSE AND RECOVERY

Localized emergencies and disasters are often referred to in terms of the "Emergency Management and Disaster Cycle" – the continuous, cyclical process which involves the stages of preparedness, prevention, mitigation, response, and recovery. When faced with any hazard, the goal is to prevent impacts on the community, however, some disasters, especially natural ones, cannot be prevented. Therefore, continuous preparedness measures are implemented to reduce the loss of life and property and protect the health and wellness of the community. The most effective preparedness is achieved by having a deep understanding of the community.

Preparedness and mitigation are only the initial steps in the management of hazards and disasters; however, they are the most important. Accordingly, the City of Placentia prepares for emergencies in a variety of ways to ensure that once a disaster has occurred, the capacity of the City to respond to the situation at hand is adequate.



The City of Placentia's Emergency Services Division works collaboratively on various internal and external programs to support the coordination of resources and plans during large- and small-scale incidents. In accordance with best practices, the city's Emergency Services Division strives to manage all incidents at the lowest level possible. Through a scalable response to all emergencies, the implementation of the city's Emergency Operations Plan enhances the response that the city can provide to the members of the community.

The implementation of various guides and procedural documents enhances the overall response and scalability into the City's Emergency Operations Plan, described below, which promotes a coordinated response based on the city's overall mission. Based on principles of SEMS (Standardized Emergency Management System), ICS (Incident Command System), equity, cultural competence, inclusion, and coordination, the Emergency Services Division has designated trained personnel to effectively respond to the EOC (Emergency Operations Center) during any activation, and designated personnel will jointly work to support the mission of field personnel and response partners.

Emergency Operations Plan

The primary document that describes the City of Placentia's emergency response plan is the City of Placentia Emergency Operations Plan (EOP). The EOP is a continuously updated response plan based on the community profile, hazard assessments, government structures, and agreed-upon measures that shall be taken to respond to a large-scale event. The data delineated in the EOP reflect State and Federal laws and requirements, and interfaces with other cities and counties within Southern California. The plan outlines the operations that shall be implemented in the event of a disaster to ensure a coordinated response between the City, County, volunteers (e.g. Community Emergency Response Team – CERT and Radio Amateur Civil Emergency Service – RACES), businesses, State, and Federal partners. The EOP also allows for coordination with other agencies outside of the City due to the plans being developed based on the Standardized Emergency Management System (SEMS) and the Incident Command System (ICS). The plan addresses Alert and Warning systems, the Emergency Operations Center (EOC) structure, evacuation routes, sheltering, and recovery. The plan provides a foundation to conduct operations and coordinate the management of critical resources during emergencies. The EOP also provides the framework for which non-governmental agencies and organizations that have requested resources needed to meet emergency requirements are integrated into the response.

The City's EOP provides guidance for the coordinated response to extraordinary emergency situations associated with natural disasters, acts of terrorism, civil disturbances, fires, public health emergencies, technological incidents, and nuclear defense operations, both during war and in times of peace. This plan has been developed to provide a comprehensive emergency management program for all

City employees and response partners to understand prior to an emergency in the City of Placentia.

The EOP does not address ordinary day-to-day emergencies, and it does not provide a singular response to all emergencies. Rather, the EOP concentrates on operational concepts and response procedures relative to large-scale disasters.

The EOP is the general organization of the various City departments and personnel into their respective emergency responsibilities pursuant to the Standardized Emergency Management System/National Incident Management System (SEMS/NIMS). SEMS is required by the California Government Code and was developed to provide a "common language" for emergency response personnel to request resources and equipment from other agencies.

The City developed the EOP based on the Incident Command System (ICS) principles and concepts within the SEMS. The SEMS and the NIMS are compatible plans, and the City of Placentia recognizes these policies and utilizes the SEMS/NIMS as a basis for the ICS structure. The SEMS/NIMS create a standard incident management system that is scalable and modular and can be used in incidents of any size/complexity. All jurisdictions are now addressing the use of the ICS as required under SEMS/NIMS. SEMS/NIMS became effective, statewide, in March 1995. The City of Placentia adopted NIMS on July 19, 2005.

Prevention, Preparedness, and Mitigation – Emergency Operations Plan

The City of Placentia's EOP is a document that has been developed to respond to the onset of a natural or human-induced emergency. Although this plan focuses on the City's response to an emergency, the EOP also contains a forward-leaning approach to emergency and disaster preparedness. When developing the EOP, the City elected to include Annex A – The Prevention, Preparedness, and Mitigation Annex. Annex A of the EOP focuses on the actions that all departments must take in the preparedness and mitigation for all emergencies within the City.

With the City continuously analyzing data that helps to understand the individual complexities that lie within the borders of the city; it is the role of all city personnel to ensure that everything that we can do to reduce risk and increase individual capacity is accomplished. To ensure that all populations are served in an equitable and inclusive manner, the City provides information and community specific training that focuses messaging and information to various members of the community. Focused messaging not only allows for members of underrepresented and underserved communities to gather information that is appropriate for their communities, but this messaging also allows for a reciprocal understanding of the community's needs by the City. The implementation of Annex A is a continuous process, and it is the only portion of the Emergency Operations Plan that is always in effect.

Emergency and Incident Mass Notification

The Police Department continues to explore ways to communicate with the community during emergencies. In 2018, the City of Placentia partnered with Everbridge, a global provider of critical notifications, to expand the wireless notification systems for the citizens and businesses of the community. Through the partnership, the Police Department looked at the ways to best communicate with people within the City's community and determined that traditional methods of communication are no longer viable as the effectiveness of loud speakers and door-to-door notifications is reduced due to well-built, secured structures that promote external noise reduction. Moving forward, the City will implement Everbridge's methodology of communicating critical information with the community via telephone, text message and email, thus changing the way that emergency contact is made within the City.

Hazard Mitigation Planning

Hazard mitigation planning is the process used by state, local and tribal leaders to understand risks from natural hazards and develop long-term strategies to reduce the impacts of disasters on people, property, and the environment. The City currently does not have an approved Local Hazard Mitigation Plan; however, an important policy under the Disaster Preparedness Goal of this element is to prepare and adopt a hazard mitigation plan to more thoroughly understand each risk and establish implementation actions to reduce impacts and implement the goals and policies of this Element.

7.9 GOALS AND POLICIES

Geologic and Seismic

GOAL SAF - 1	***Minimize the risk to public health and safety and disruptions to vital services, economic vitality, and social order resulting from seismic and geologic activities.***
Policy SAF - 1.1	Minimize the risk to life and property through the identification of potentially hazardous areas, adherence to proper construction design criteria, and provision of public information.
Policy SAF - 1.2	Require geologic and geotechnical investigations in areas of potential seismic or geologic hazards as part of the environmental and/or development review process for all structures. Require that engineered slopes be designed to resist earthquake-induced failure.

Policy SAF - 1.3 Require removal or rehabilitation of hazardous or substandard structures that may collapse in the event of an earthquake, such as the unreinforced masonry buildings identified above.

Policy SAF - 1.4 Promote the strengthening of planned utilities, the retrofit and rehabilitation of existing weak structures and lifeline utilities (i.e., utility and communications lines), and the relocation of certain critical facilities to increase public safety and minimize potential damage from seismic and geologic hazards.

Policy SAF - 1.5 Require that new construction and significant alterations to structures located within potential landslide areas (northwest part of City) be evaluated for site stability, including the potential impact to other properties, during project design and review.

Policy SAF - 1.6 Provide public education and information materials to increase the community's preparedness in the event of a disaster.

Policy SAF - 1.7 Continue to have and improve upon inter-jurisdictional cooperation and communication, especially with regards to safety aspects of dams, freeway structures, oil wells and pipelines, regional fault studies, and disaster response and emergency plans.

Urban Fire Hazards

GOAL SAF - 2 ***Protect the lives and property and minimize the exposure of residents, businesses owners, and visitors from the hazards of urban fires.***

Policy SAF - 2.1 Continue to conduct long-range fire safety planning, including enforcement of stringent building, fire, subdivision and other Municipal Code standards, improved infrastructure, and mutual aid agreements with other public agencies and the private sector.

Policy SAF - 2.2 Continue to refine procedures and processes to minimize the risk of fire hazards, requiring new development, where appropriate, to:

- Utilize fire-resistant building materials;
- Incorporate Fire retardant landscaping;
- Incorporate fire sprinklers as appropriate; and
- Provide Fire Protection Plans,

Policy SAF - 2.3 Encourage owners of homes with wood roofs and flammable siding to replace them with Class-A, non-wood roof systems.

Policy SAF - 2.4 Monitor fire response times to ensure they are keeping to desired levels of service.

Policy SAF - 2.5 Ensure that adequate fire-fighting resources are available to meet the demands of new development, especially with increases in the construction of mid- to high-rise structures, by ensuring that:

- Fire flow engine requirements are consistent with Insurance Service Office (ISO) recommendations; and
- The height of truck ladders and other equipment and apparatus are sufficient to protect multiple types of structures.

Policy SAF - 2.6 Continue public education efforts to inform residents and business owners of fire hazards and measures to minimize the damage caused by fires to life and property.

Policy SAF - 2.7 Conduct a survey to identify structures that pose a fire hazard, and initiate programs that will assist owners and renters to bring properties up to current Fire and Building Code requirements and to prevent overcrowding.

Policy SAF - 2.8 Ensure that city is up to date with the most recent fire code and that it is being enforced.

Flood & Dam Inundation Hazards

GOAL SAF - 3 ***Reduce, to the greatest extent possible, the risk to life, property and public investment by flood hazards.***

Policy SAF - 3.1 Continue to use best practices through the planning, design and building process to mitigate flood hazards.

Policy SAF - 3.2 Prohibit housing in the 100-year flood zone unless the plans mitigate the potential for flooding by elevating the ground floor or other mitigation measures recommended by a licensed civil engineer with expertise in flooding mitigation and approved by the Development Services and Public Works Departments of the City.

Policy SAF - 3.3 Continue to participate in the National Flood Insurance Program.

Policy SAF - 3.4 Continue to comply with the Cobey-Alquist Floodplain Management Act requirements and State of California Model Floodplain Management Ordinance.

Policy SAF - 3.5 Continue to work with the Orange County Flood Control District and the United States Army Corps of Engineers to receive and implement updated flood control measures and information.

Policy SAF - 3.6	Utilize flood control methods that are consistent with Regional Water Quality Control Board Policies and Best Management Practices (BMPs).

Hazardous Materials and Waste

GOAL SAF - 4	***Decrease the risk of exposure for life, property and the environment to hazardous materials and hazardous waste.***
Policy SAF - 4.1	Follow the response procedures outlined within the Operational Area / County Hazardous Materials Area Plan in the event of a hazardous materials emergency.
Policy SAF - 4.2	Implement Federal, State and local regulations for the disposal, handling, and storage of hazardous materials.
Policy SAF - 4.3	Promote the recovery and recycling of hazardous materials.
Policy SAF - 4.4	Employ effective emergency preparedness and emergency response strategies to minimize the impacts to health and safety that can result from hazardous materials emergencies such as spills or contamination.
Policy SAF - 4.5	Continually update maps of the City's emergency facilities, evacuation routes and hazardous areas to reflect additions or modifications.
Policy SAF - 4.6	Continue to partner with the County of Orange to provide needed programs such as the Regional Household Hazardous Waste Collection Center, allowing disposal of household hazards at no cost to Placentia residents and participating agencies.
Policy SAF - 4.7	Work with Caltrans to plant, maintain and enhance landscaping abutting the California State Route 57 that passes through Placentia's disadvantaged communities.
Policy SAF - 4.8	Require enhanced landscaped buffers in industrial-zoned areas that abut residential zones, consisting of more densely planted trees in setback areas.
Policy SAF - 4.9	Prohibit outdoor industrial operations in industrial zones that abut residential areas.

Climate Change

GOAL SAF - 5	***Increase Placentia's ability to adapt and become resilient to the effects of climate change, including extreme heat and poor air quality, while achieving other health and environmental benefits.***

Policy SAF - 5.1 Educate residents and businesses in Placentia about climate change and global warming.

Policy SAF - 5.2 Review and improve the City's emergency response plans and systems to warn and protect residents during extreme heat events.

Policy SAF - 5.3 Help residences become heat resilient (i.e., energy efficient and weatherproof) through home weatherization, air conditioning, energy subsidies and programs.

Policy SAF - 5.4 Reduce the heat-island effect, and help residents stay safe with cool infrastructure and recreation facilities (e.g., cool roofs on public facilities, cool pavements, cool transit facilities, urban greening, public swimming pools, etc.).

Policy SAF - 5.5 Plant and maintain trees, gardens and other vegetation, and direct resources to areas with low canopy cover to improve air quality and reduce the impact of increasing heat.

Policy SAF - 5.6 Focus urban greening efforts along Highways 57 and 91, near other major roadways and near industrial facilities, to provide natural buffers to absorb and block toxic emissions from these high polluting sources.

Policy SAF - 5.7 Ensure that adequate and culturally-appropriate cooling centers exist community-wide, prioritizing disadvantaged communities, and that locations are widely communicated in multiple formats and languages.

Policy SAF - 5.8 Adopt a Climate Action Plan.

Police and Law Enforcement

GOAL SAF - 6 ***Maintain law and order in the City for the safety of the community through programs that promote positive partnerships between neighbors and the Police Department.***

Policy SAF - 6.1 Maintain adequate and equitable levels of police service throughout the community.

Policy SAF - 6.2 Continue to strengthen the Neighborhood Watch program as a way to reduce crime enhance emergency preparedness and response in Placentia's neighborhoods.

Policy SAF - 6.3 Continue to support the Community-Oriented Policing philosophy to promote community safety through trust-building and positive reoccurring interactions between members of the community and police.

Policy SAF - 6.4 Develop an enhanced Volunteer Police unit which provides increased visibility and community involvement in areas with high population densities and pedestrian traffic.

Policy SAF - 6.5 Increase involvement with local community groups within the Old Town and La Jolla areas to promote safety and appropriate and effective policing.

Policy SAF - 6.6 Monitor for and investigate any human trafficking activities within the City and aggressively enforce, bringing in outside agencies as appropriate of if needed.

Disaster Preparedness, Response and Recovery

GOAL SAF - 7 ***Minimize the risk to life and property through emergency preparedness and public awareness.***

Policy SAF - 7.1 Ensure the availability of both the Safety Element and City emergency preparedness plans to employers and residents of Placentia.

Policy SAF - 7.2 Coordinate disaster preparedness and recovery with other local, state and federal governmental agencies.

Policy SAF - 7.3 Evaluate, Citywide, the adequacy of access routes to and from hazard areas relative to the degree of development or use (e.g. road width, road type, length of dead-end roads, etc.).

Policy SAF - 7.4 Continue to conduct public outreach efforts to prepare the community for an emergency and provide them with guidance on how to respond to natural and man-made disasters, including the location of pre-designated evacuation routes and Transportation Assembly Points. This can be done through community newsletters, the City website and information at community events. Ensure that outreach efforts are done in multiple languages.

Policy SAF - 7.5 Develop an emergency communications system that will be able to inform all residents of a disaster and instructions for safety.

Policy SAF - 7.6 Train multi-lingual personnel to assist in evacuation and other emergency response activities to meet the community need.

Policy SAF - 7.7 Apply the procedures outlined in the Homeland Security Advisory System (HSAS) to prepare the City to respond to terrorist attacks.

Policy SAF - 7.8 Continue to evaluate and practice preparedness through Emergency Operations Center (EOC) exercises.

Policy SAF - 7.9 Continue and build on the existing Community Emergency Response Team (CERT) program, providing more information to the community and raising the awareness of the program via community newsletters, the City website and information at community events.

Policy SAF - 7.10 **Help residents build a stronger, broader Neighborhood Watch program, seeking more participation across all neighborhoods of Placentia, prioritizing disadvantaged communities.**

Policy SAF - 7.11 **Adopt a Local Hazard Mitigation Plan, incorporating climate change policy and coordinated with surrounding cities.**

Policy SAF - 7.12 **Ensure that mutual aid agreements are in place.**

7.10 SAFETY ACTION PLAN

Government Code Section 65302(g) requires feasible mitigation measures to implement policies pertaining to flooding and climate adaptation and resilience goals and policies. Progress on General Plan goals and policies can be measured in short-, mid- and long-term phases. The Action Plan below sets out the policies, suggested time frame for implementation of each policy, and the City Department responsible for implementing.

Short term actions are those that can be completed within the first three years of the adoption of the General Plan and would in this case be 2019-2022. Mid-term actions, which may build on the work completed in the short term, are those that could be completed within the three to five years following short term actions (2022-2027). Long term policies would typically take five or more years to implement and would take into account the updates made to the General Plan every ten years. There are also policies that are ongoing or required continuous efforts to implement and are not specifically dependent upon a single mobilizing action.

Urban Fire Hazards

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF- 2: Protect and minimize the exposure of residents, businesses owners, and visitors from the hazards of urban fires.						
Policy 2.1: Continue to conduct long-range fire safety planning, including enforcement of stringent building, fire, subdivision and other Municipal Code standards, improved infrastructure, and mutual aid agreements with other public agencies and the private sector. ***Action 2-1.1:*** *Agendize this annually on department head meeting with City Manager and conduct review every two years.*	Development Services/Public Works/PFLSD	•			•	
Policy 2.2: Continue to refine procedures and processes to minimize the risk of fire hazards, requiring new development, where appropriate. ***Action 2-2.1:*** *Monitor new fire regulations by assigning one City staff person to coordinate with PFLSD on a regular basis.*	Development Services/Public Works/PFLSD	•			•	
Policy 2.3: Encourage owners of homes with wood roofs and flammable siding to replace them with Class-A, non-wood roof systems. ***Action 2-3.1:*** *Conduct a public information campaign for homeowners and conduct a citywide survey to identify these roofs and contact specific homeowners.*	Development Services	•			•	
Policy 2.4: Monitor fire response times to ensure they are keeping to desired levels of service. ***Action 2-4.1:*** *PFLSD to report to City Manager office on response times every six months.*	PFLSD to report to City Manager Office	•			•	
Policy 2.5: Ensure that adequate fire-fighting resources are available to meet the demands of new development, especially with increases in the construction of mid- to high-rise structures. ***Action 2-5.1:*** *At annual budget meetings, PFLSD to present a report giving status of adequate resources and remedies if inadequate.*	PFLSD to report to City Manager Office					•
Policy 2.6: Continue public education efforts to inform residents and business owners of fire hazards and measures to minimize the damage caused by fires to life and property. ***Action 2-6.1:*** *Conduct an annual outreach campaign via city website and publications mailed out to residents.*	Development Services with PFLSD					•

Urban Fire Hazards

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF- 2: Protect and minimize the exposure of residents, businesses owners, and visitors from the hazards of urban fires.						
Policy 2.7: Conduct a survey to identify structures that pose a fire hazard, and initiate programs that will assist owners and renters to bring properties up to current Fire and Building Code requirements and to prevent overcrowding. ***Action 2-7.1:*** *Code Enforcement to note during inspections and city surveys any structure that poses a threat and contact the property owner for immediate remedy.*	Code Enforcement and Police				●	
Policy 2.8: Ensure that city is up to date with the most recent fire code and that it is being enforced. ***Action 2-8.1:*** *PFLSD to review city regulations for compliance and monitor new regulations as they are adopted. Any new regulations should be adopted with six months.*	PFLSD and Development Services				●	

Flood & Dam Inundation Hazards

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF-3: Reduce, to the greatest extent possible, the risk of life, property, public investment by flood hazards.						
Policy 3.1: Continue to use best practices through the planning, design and building process to mitigate flood hazards. ***Action 3-1.1:*** *Update land use regulations and site development standards every five years to be consistent with Regional Water Quality Control Board (RWQCB) Policies and Best Management Practices (BMPs).*	Development Services/Public Works		•		•	
Policy 3.2: Prohibit housing in the 100-year flood zone unless the plans mitigate the potential for flooding by elevating the ground floor or other mitigation measures recommended by a licensed civil engineer with expertise in flooding mitigation and approved by the Development Services and Public Works Departments of the City. ***Action 3-2.1:*** *Update land use regulations to prohibit housing in the 100-year flood zone unless the plans mitigate the potential for flooding by elevating the ground floor or other mitigation measures recommended by a licensed civil engineer with expertise in flooding mitigation and approved by the Development Services and Public Works Departments of the City.*	Development Services/Public Works	•			•	
Policy 3.3: Continue to participate in the National	Development Services	•			•	

Flood & Dam Inundation Hazards

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF- 3: Reduce, to the greatest extent possible, the risk of life, property, public investment by flood hazards.						
Flood Insurance Program (NFIP).						
Action 3-3.1: *Annually review the NFIP standards to ensure compliance with its provisions.*						
Policy 3.4: Continue to comply with the Cobey-Alquist Floodplain Management Act requirements and State of California Model Floodplain Management Ordinance. ***Action 3-4.1:*** *Annually review the Model Floodplain Management Ordinance to ensure compliance.*	Development Services/Public Works	•			•	
Policy 3.5: Continue to work with the Orange County Flood Control District and the United States Army Corps of Engineers to receive and implement updated flood control measures and information. ***Action 3-5.1:*** *Annually monitor to identify any updated measures.*	Development Services/Public Works	•			•	
Policy 3.6: Utilize flood control methods that are consistent with RWQCB policies and BMPs. ***Action 3-6.1:*** *Review all development applications within flood plain districts and implement flood control methods consistent with RWQCB policies and BMPs.*	Development Services/Public Works	•			•	

Climate Change

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF-5: Increase Placentia's resilience to extreme heat while achieving other health and climate benefits.						
Policy 5.1: Educate residents and businesses in Placentia about climate change and global warming. ***Action 5-1.1:*** *As part of the EOP-Annex A messaging and information program, integrate an educational component on climate change, with a goal of building individual and community resilience, prioritizing disadvantaged communities.*	Emergency Management Division with assistance from Development Services and Community Services	•			•	
Policy 5.2: Review and improve the City's emergency response plans and systems to warn and protect residents during extreme heat events. ***Action 5-2.1:*** *Adopt and implement a heat annex plan, which includes a public education component, to predict and communicate with the public about heat events, coordinate jurisdiction response, and identify strategies to create a heat-resistant community, including designating cooling centers throughout the City, prioritizing disadvantaged communities.*	Emergency Management Division with assistance from Development Services and Community Services	•				
Policy 5.3: Help residences become heat resilient (i.e., energy efficient and weatherproof) through home weatherization, air conditioning, energy subsidies and programs. ***Action 5-3.1:*** *Identify all available funding sources and programs to assist homeowners financially with installing air conditioning or purchasing swamp coolers and making other weatherproof upgrades.*	Police Department working with PFLSD/Saint Jude Hospital/Placentia Unified School District/Community-Based Organizations with assistance from Development Services and Community Services	•			•	

Climate Change

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF-5: Increase Placentia's resilience to extreme heat while achieving other health and climate benefits.						
Action 5-3.2: *Issue a citywide survey to identify and educate all households that are not weatherproof and do not have air conditioning and provide the resources at low or no cost to both homeowners and renters. Educational materials shall be included to identify the health risks of extreme heat events, as well as strategies to stay safe, in advance of an emergency.* ***Action 5-3.3:*** *Partner with schools, public health departments, healthcare providers and community-based organizations to educate specific groups about the health risks of extreme heat events, as well as strategies to stay safe, in advance of an emergency.*						
Policy 5.4: Reduce the heat-island effect, and help residents stay safe with cool infrastructure and recreation facilities (e.g., cool roofs, cool pavements, cool transit facilities, urban greening, swimming pools, etc.). ***Action 5-4.1:*** *Create and implement a heat response plan as an updated Hazard Mitigation Plan to identify strategies to create a heat-resistant community.* ***Action 5-4.2:*** *Develop and launch a neighborhood retrofit pilot program within a disadvantaged community that tests cooling strategies identified in the heat response plan* ***Action 5-4.3:*** *Explore partnerships with energy companies, to use public dollars to offer cool roof incentives and heat resilient households* ***Action 5-4.4:*** *Adopt cool pavement standards for City facilities and update the Zoning Code to provide incentives for developers to install cool pavements on surface parking areas*	Community Services with assistance from Police Department and Development Services	•	•			

Climate Change

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF-5: Increase Placentia's resilience to extreme heat while achieving other health and climate benefits.						
Action 5-4.5: *Perform an audit of existing transit stops to identify those that need shading and natural ventilation and develop priorities for cooling these facilities, beginning with those in disadvantaged communities.* ***Action 5-4.6:*** *Create a volunteer program to transport citizens in need to designated cooling centers.*						
Policy 5.5: Plant and maintain trees, gardens and other vegetation, and direct resources to areas with low canopy cover to improve air quality and reduce the impact of increasing heat. ***Action 5-5.1:*** *Update the Zoning Code to maximize opportunities to require landscaped private and public open space.*	Development Services with assistance from Community Services and Public Works	•	•			
Action 5-5.2: *Create voluntary partnerships with non-profits, utility companies, air-quality or stormwater management agencies to plant and maintain trees and encourage broader urban greening promotion and activity, prioritizing areas near major transportation corridors and other polluting sources and with lower canopy cover.* *See the Open Space Element for additional actions related to the Urban Forest Management Plan.*	Community Services / Partner Organizations					
Policy 5.6: Focus urban greening efforts along Highways 57 and 91, near other major roadways and near industrial facilities, to provide natural buffers to absorb and block toxic emissions from these high polluting sources.	Public Works and Caltrans	•	•			

Climate Change

Goals, Policies, & Measurable Objectives	Responsible Department, Agency, Or Organization	Timeframe: Short	Mid	Long	Ongoing	Annually w/ Budget
GOAL SAF- 5: IncreasePlacentia'sresilienceto extreme heat while achieving other health and climate benefits.						
Action 5-6.1: *Create voluntary partnerships with non-profits, utility companies, air-quality or stormwater management agencies to plant and maintain trees and encourage broader urban greening promotion and activity, prioritizing areas near major transportation corridors and other polluting sources and with lower canopy cover.*						
Policy 5.7: Ensure that adequate and culturally-appropriate cooling centers exist community-wide, prioritizing disadvantaged communities, and that locations are widely communicated in multiple formats and languages	Police Department and Community Services					
Action 5-7.1: *Create and implement a heat annex plan, which includes a public education component to predict and communicate with the public about heat events, coordinate jurisdiction response, and identify strategies to create a heat-resistant community, including designating cooling centers throughout the City, prioritizing disadvantaged communities.*	Emergency Management Division working with Orange County Health and Orange County Sheriff's Department	•	•			
Action 5-7.2: *Partner with schools, public health departments, healthcare providers and community-based organizations to educate specific groups about the health risks of extreme heat events, as well as strategies to stay safe, in advance of an emergency, including the locations of designated cooling centers.*	Police Department working with PFLSD /Saint Jude Hospital/Placentia Unified School District/Community-Based Organizations with assistance from Community Services					
Policy 5.8: Adopt a Climate Action Plan.						
Action 5-8.1: *Add task to 2018/19 Budget and commence work on Plan by mid-year 2020 for adopting by end of 2020.*	Development Services		•			

10 Health, Wellness, & Environmental Justice

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10.1 WHAT IS HEALTH AND WELLNESS?



What makes people healthy, what helps them maintain their health? Health is more than the absence of disease. It is an optimum state of well-being: mental, physical, emotional, and spiritual. Health is wholeness and includes physical well-being, having a sense of belonging to community and family, and experiencing control over one's life.

What makes a healthy community? It's a place that is continually creating and improving its physical and social environments, expanding its resources to enable us to support each other in performing all the functions of life: a place where it is possible to choose a healthy lifestyle and develop to our maximum potential.

In the last twenty years, there has been an increasing emphasis on health and wellness as a factor in daily life and many Americans have begun to focus on improving their health and well-being. We now pay attention to what we eat, how much exercise we get, and how our environment affects our overall health and sense of well-being. Nowhere is this focus more prevalent than in Southern California, where we spend much of our free time at gyms, yoga studios, wellness centers, parks, outdoor activities year-round alternative health care providers and medical facilities. This trend is making us healthier, feel better, and allowing us to live longer. The question is, how can our local government help foster a healthier

city, with more and more opportunities to improve our health and wellness? And are these opportunities available for all segments of the population? As it turns out, there are many areas where a city can promote and influence healthy lifestyles; everything from making parks more accessible and up-to-date, to promoting healthy eating choices, to making sure our air quality improves. Focusing these efforts in areas that need it the most is an important city goal.

A community's overall health depends on many factors. Social determinants leading to greater health and well-being for all residents include:

- Improving physical activity;
- Improving nutrition and weight status (obesity);
- Reducing food insecurity (lack of food or lack of healthy food alternatives);
- Promoting overall healthy living for all residents;
- Focusing on health education and providing community-based programs;
- Identifying factors that cause chronic diseases such as diabetes and heart disease; and
- Having access to safe, open spaces and homes.

The individual and the choices they make around food, exercise, medical visits, and overall attitudes control many of these factors. Local government can help make these choices easier and healthier by:

- Providing quality park and recreational facilities;
- Promoting healthy food choices and ensuring greater access to fresh and affordable healthy food;
- Adopting policies and systems that support a healthy lifestyle across the entire population of the city, regardless of socio-economic status;
- Providing walkable neighborhoods and options for walking, bicycling and public transit;
- Ensuring high quality, safe, and affordable housing, neighborhoods and public spaces;
- Ensuring environmental quality and economic opportunities for all residents;
- Encouraging citizen participation by sponsoring events, festivals, and education programs and fostering social cohesion;
- Creating specialized programs for patients currently living with chronic diseases such as diabetes and high blood pressure; and
- Providing health and nutrition education for youth and adults.



A healthy community is where residents live longer, healthier lives; a city where superior air quality supports respiratory health; a place with a safe and effective transportation system with diverse travel choices; a city that promotes physical activity with a complete network of parks, trails, and open spaces, as well as extensive walking and cycling routes; an environment that provides convenient access to affordable healthy foods; and neighborhoods where people feel safe.

10.2 WHAT IS ENVIRONMENTAL JUSTICE?

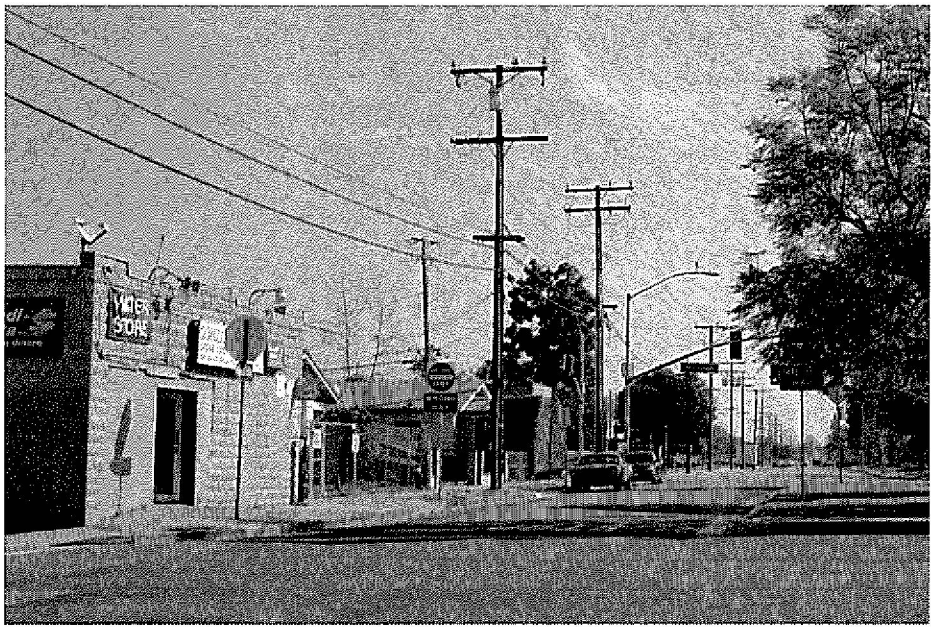


While it would be the hope that all persons are given equal access to healthy environments, healthy foods, parks and recreational facilities, and medical assistance, this is not always the case. Those in neighborhoods of lower income are more likely to be at a disadvantage when it comes to this equal access to programs and places that make and keep us healthy. This disadvantage gave way to the notion of environmental justice (EJ), which arose out of the social and environmental movements of the 1960s and 1970s based on the fact that polluting facilities were being located in neighborhoods that were mostly minority or low income. According to the SB1000 Implementation Toolkit, "Planning for Healthy Communities," low-income residents, communities of color, tribal nations, and immigrant communities have disproportionately experienced some of the greatest environmental burdens and related health problems throughout the history of the United States. This inequity is the result of many factors: inappropriate zoning and negligent land use planning, structural inequities, failure to enforce proper zoning, discriminatory housing and lending practices, limited political and economic power, the prioritization of business interests over public health and development patterns that tend to concentrate pollution, and environmental hazards, in certain communities. These factors can lead to communities having a less healthy environment, with the balance of economic and environmental benefits based outside of these communities. Environmental justice seeks to remedy this imbalance, based on the democratic values of fairness and equity.

This General Plan Element, in an effort to balance the scales of environmental justice, will set out general health and wellness goals for the city at large, but will pay particular attention, and set particular policies for those in disadvantaged communities. In order to reduce unique and compounded health risks in disadvantaged communities and to promote environmental justice, goals and policies of this Element will focus on the following specific areas:

- Reducing pollution exposure and improving air quality;
- Promoting public and recreational facilities;
- Promoting health food access;
- Promoting safe and sanitary homes;
- Promoting physical activity;
- Promoting "civil engagement" in the public decision-making process; and
- Prioritizing improvements and programs that address the needs of disadvantaged communities.

Disadvantaged Communities



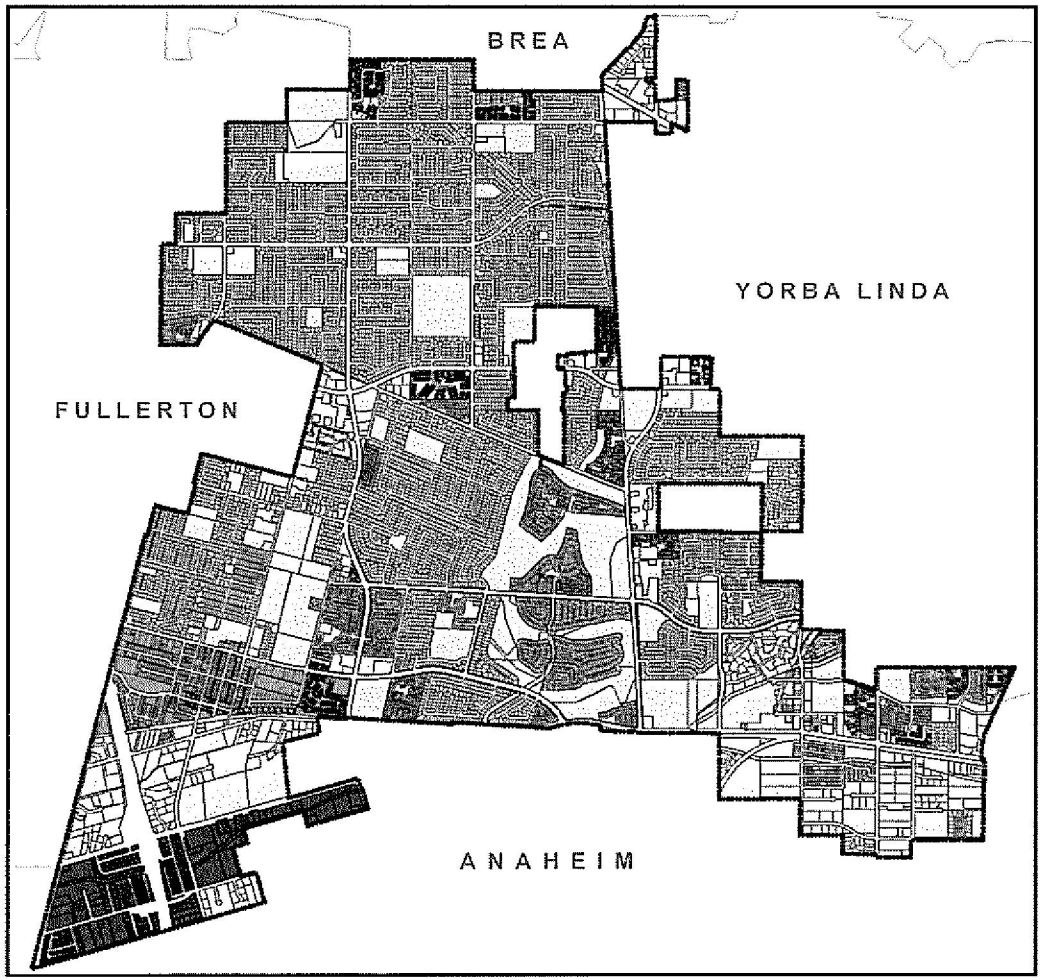
What exactly is a "disadvantaged community"? While Placentia has a steady economy, there are pockets of the community that currently experience poverty, food insecurity, higher rates of diseases, and reduced access to open space for physical activity. According to research conducted for the '*Get Healthy Placentia Strategic Initiative*,' in these areas, 11.8% of the population fall below the national poverty rate, with 16.3% of children living below the poverty level. A recent city profile released from *Orange County's Healthier Together* states that 22.7% of adults in Placentia are obese, which is 10% worse than the Orange County average. People in poverty are more likely to have chronic disease and difficulty accessing health care. Access to safe, open space for physical activity increases exercise by 10%.

The California Environmental Protection Agency (CalEPA), using the California Communities Environmental Health Screening Tool, or CalEnvironScreen, is the responsible State agency for identifying "disadvantaged communities," or DACs. A DAC is defined as "an area identified by the CalEPA pursuant to the Health and Safety Code that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation." CalEPA has identified two such communities in Placentia, commonly known as the La Jolla community and Old Town. (The City has also identified the Atwood community as one that could benefit from focused attention on the health and wellness programs.)

Overview of Placentia's Disadvantaged Communities

According to CalEPA, the City of Placentia has two disadvantaged areas: The La Jolla neighborhood and a portion of the Old Town area. These disadvantaged communities are shown on Exhibit 1-1. This exhibit shows the entirety of both census tracts identified by the CalEnvironScreen, although the actual disadvantaged areas are likely smaller than the whole census tracts shown and that is borne out by site visits to both communities.

Exhibit 1 Disadvantaged Communities Census Tracts



PLACENTIA
Rich Heritage, Bright Future

DAC Census Tracts

Census Tracts

- 117.20
- 117.21
- Other

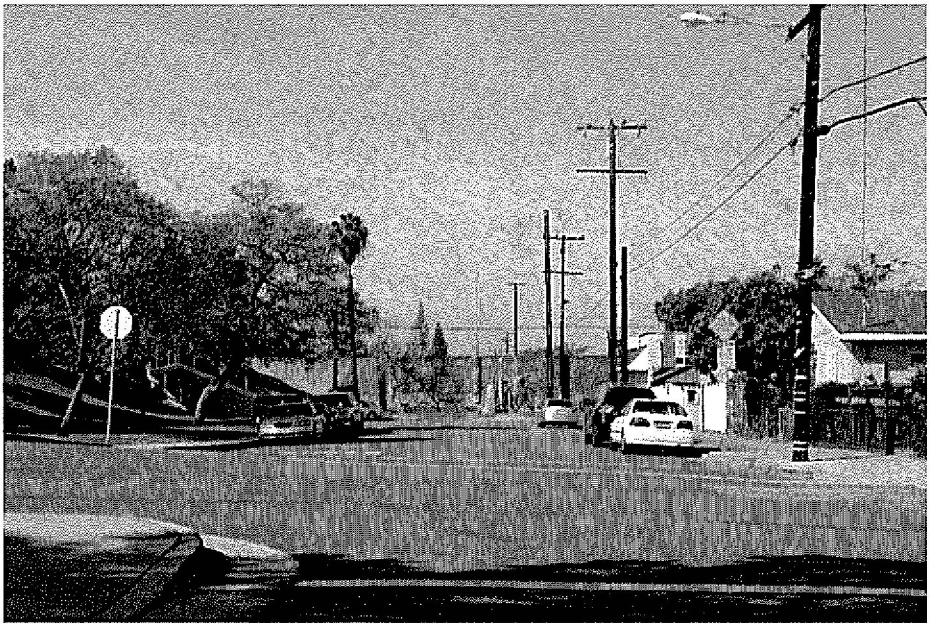
10-10

NORTH

0 0.5 1 Miles

Produced: May 24, 2018

La Jolla Community Setting



The residential portion of the La Jolla neighborhood is nestled in the northern intersection of two freeways – the 91 Riverside Freeway on the south and the 57 Orange Freeway on the east. This location, so close to two freeways, is a large factor for its disadvantaged status, in addition to warehouse and light manufacturing uses located nearby. Couple this with a lack of outdoor recreation areas, little to no healthy food outlets, unsafe routes to school, unsafe and unsanitary housing conditions, and lower income levels, and it is clear that La Jolla is a neighborhood in need of special attention.

With the help of the *Lot 318* non-profit organization, community outreach for this Element was conducted for the La Jolla neighborhood in the form of community meetings and street fare surveys. Staff found a neighborhood eager to tell its tale and get involved. In fact, many commented that they would like more community meetings and to get involved in local decision-making, an expressed goal of environmental justice. Other comments were:

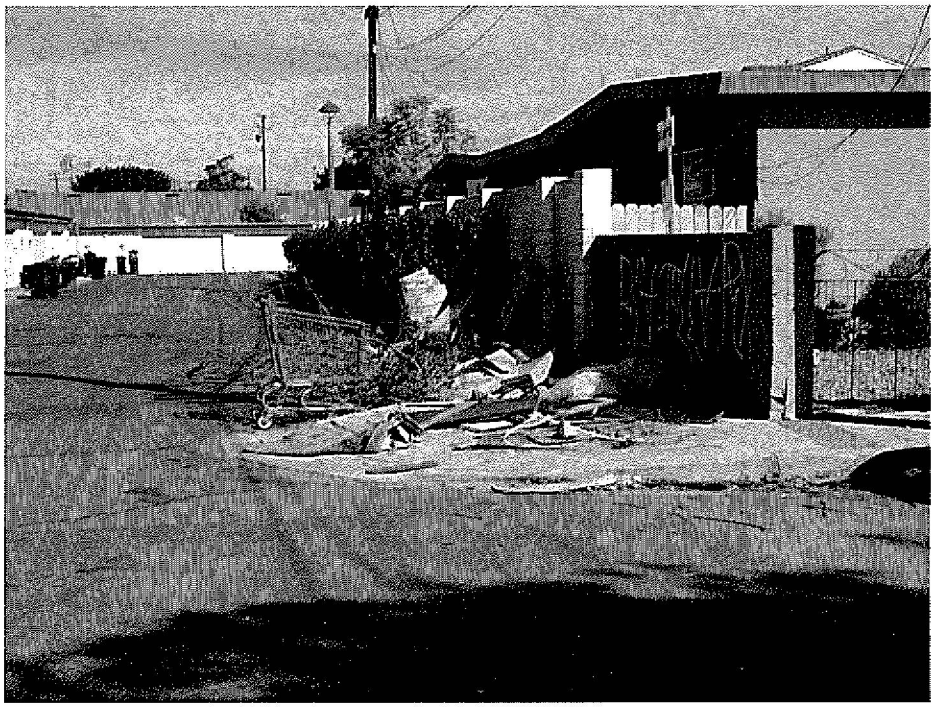
1. Desire for more code enforcement of landlord properties;
2. Need for routine police patrols and more police presence in the neighborhood;
3. Concerns about gang activity (including graffiti and strewn drug paraphernalia) and need for police on foot to reduce or stop it;
4. Improve dark streets with LED streets lights, speed humps, red curbs near fire hydrants;

5. Desire for more city services and programs, with a specific request to expand the hours and locations for the Whitten Center food bank;
6. Need for more exercise and social programs (especially free ones) for all residents but particularly for children and seniors;
7. Need for food and nutrition classes;
8. Need for safer routes to parks and city services;
9. Parking issues throughout the neighborhood including Gonzales and Easton Streets, Moisi Lane, Vista Avenue, and other La Jolla neighborhood streets.





10. Traffic concerns regarding speeding on La Jolla Street, jaywalking, and the lack of crossing signals at crosswalks and at overpass bridge;
11. Crosswalks needed on Melrose, especially at Whitten Center and for the Headstart program;
12. Concerns about cut-through traffic from Anaheim residents using neighborhoods to access freeways, especially at Vista Avenue, Easton and Walgreen Streets and Buccaneer Drive;
13. Desire for more parks, benches and more street trees;
14. McFadden Park needs landscaping and remodeling;
15. Parents having to walk over the 57 Freeway overpass, with its steep grade, to walk children to school and back;
16. Concerns about food trucks selling unhealthy food and causing traffic congestion and unsafe conditions;
17. Trash dumping in various spots;
18. Overcrowding in housing and houses and buildings are not being addressed;
19. Lack of on-street parking, garages used as living spaces, and lack of pavement repair (especially Melrose Street);



20. Need for more animal control (skunks, coyotes, feral cats, raccoons); and
21. Desire for undergrounding of utility lines.

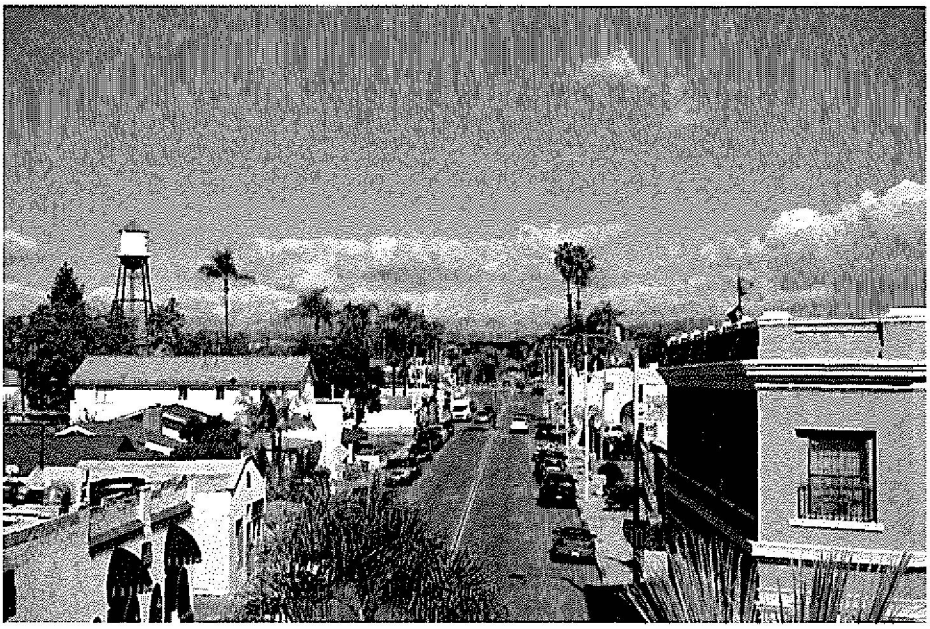
All of these comments were addressed in the goals and policies in this Element, reflecting short- and long-term ways to address these concerns.

Old Town Community Setting

Census Tract 117.21 is designated as a DAC and represents the area in Placentia known as Old Town. As with the La Jolla community, Old Town is bounded by the 57 Freeway to the west and by the BSNF Railroad line to the south. These two transportation routes, coupled with a lower than median income level, and evidence of substandard housing, were factors in determining its disadvantaged status.

Although specific community meetings were not held for Old Town for this Element, the City recently adopted the Old Town Revitalization Plan in 2017. Extensive outreach was conducted in 2016/2017 for this Plan. The purpose of this Plan is to enhance the physical and economic environment in the City's Old Town aimed at creating a lively destination to support the current economic base, enhance the town center of Placentia, and better connect to adjacent neighborhoods and surrounding cities. In preparation for the City of Placentia's Revitalization Plan for the Old Town area, a series of community meetings, workshops, and stakeholder discussions were conducted to gather the community's input and insight and staff collected information on the needs of this disadvantaged community. Discussions covered a range of topics, including vision, mobility, land use/density, business uses, streetscapes and landscapes, public spaces, wayfinding, programming, safety,

implementation, and funding. This outreach identified the community's goals and desires, and data collected from the community workshops and public outreach was used to inform the vision, values, policies, and design elements of the Plan. See Appendix 10-1 for the Old Town Revitalization Plan.



Many participants were especially concerned with Old Town's perceived lack of safety. Stakeholders expressed an overwhelming need for a plan that implemented safety improvements, including a more consistent sanitation schedule, better lighting, and improved police surveillance. Other common concerns included: poor landscaping, challenging parking, and physical deterioration. Common priorities included: improvement of private and public spaces, enhanced streetscapes, landscapes, improved lighting, sidewalks, and alleys. The community desired an enhanced environment, one that would be safer, more inviting, creating a better sense of place, while drawing from the historic importance in the area. The goals and policies of this Element, together with the Old Town Revitalization Plan, address the Old Town community's concerns.

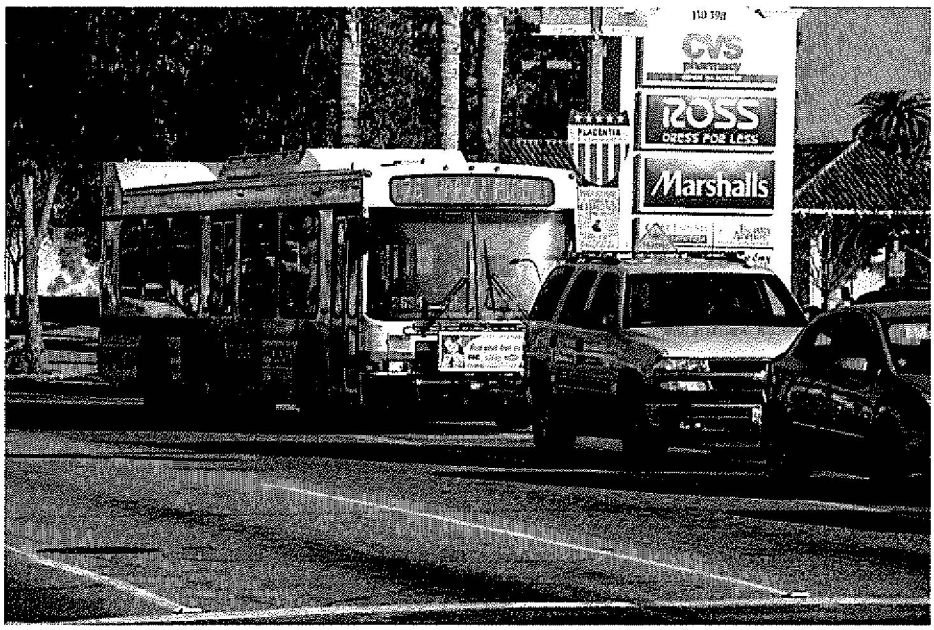
10.3 RESPIRATORY HEALTH AND AIR QUALITY IN DISADVANTAGED COMMUNITIES

In preparation of this Element, the City conducted a technical study to identify potential health risks associated with air quality and greenhouse gases, or climate change, in the disadvantaged communities of Placentia. This study was prepared in accordance with "The Planning for Healthy Communities Act" and also determines how well the City met State and Federal air quality standards. The

following section summarizes the findings of the study and specific policies were drawn from the conclusions of this study. (Appendix 10-2)

Poor Air Quality Sources and Their Impacts

Localized environmental conditions have an impact on community health and wellness. Research on the incidence of disease has consistently found a connection between living near busy roadways, railways, or heavy industrial warehousing/processing facilities and the prevalence of respiratory disease symptoms, such as asthma and chronic obstructive pulmonary disease (COPD). Roadways, highways, railways, and heavy industrial/processing facilities produce high levels of diesel particulate matter (DPM), a toxic air contaminant (TAC). Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is what is known as DPM. This is most easily recognized as the black smoke that diesel engines emit. The disadvantaged communities are in close proximity to freeways, and the vehicles emitting DPM, and therefore are disproportionately affected by this damaging pollutant.



Just how damaging is DPM? Studies show that residents and workers were more likely to develop lung cancer than people who were not exposed to diesel emissions. According to the Office of Environmental Health Hazard Assessment (OEHHA), long-term exposure to DPM poses the highest cancer risk of any toxic air contaminant evaluated by OEHHA. The California Air Resources Board (CARB) estimates that about 70 percent of the cancer risk that the average Californian faces from breathing toxic air pollutants stems from diesel exhaust particles. CARB estimates that diesel particle levels measured in California's air could cause 540 "excess" cancers in a population of 1 million people over a 70- year lifetime. ("Excess" cancer would mean cases above the number that would typically be

associated with that particular cancer.) Other researchers and scientific organizations, including the National Institute for Occupational Safety and Health (NIOSH), have calculated cancer risks from diesel exhaust similar to those developed by OEHHA and CARB.

Exposure to diesel exhaust can have immediate health effects. Diesel exhaust can irritate the eyes, nose, throat, and lungs, and it can cause coughs, headaches, lightheadedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks.

Diesel engines are a major source of fine particulate pollution. The elderly and people with emphysema, asthma, and chronic heart and lung disease are especially sensitive to fine-particle pollution. Numerous studies have linked elevated particulate levels in the air to increased hospital admissions, emergency room visits, asthma attacks, and premature deaths among those suffering from respiratory problems. Exposure to fine particles is associated with increased frequency of childhood illnesses and can also reduce lung function in children. In California, diesel exhaust particles have been identified as a carcinogen.

What is the Air Pollutant called "Particulate Matter"?

Another air pollutant of concern in environmental health is fine "particulate matter" known as $PM_{2.5}$.[1] Particulate matter (PM) includes finely divided solids or liquids such as dust, fly ash, soot, smoke, aerosols, fumes, mists and condensing vapors that can be suspended in the air for extended periods of time. Sources of particulate matter are from both human and natural activities. A significant portion of PM sources is generated in agricultural operations, industrial processes, combustion of wood and fossil fuels, construction and demolition activities, road dust, windblown dust and wildfires. Particle pollution levels can be especially high near busy roads, in urban areas (especially during rush hour), and in industrial areas. It is also increased when there are wildfires and when the weather is calm, allowing air pollution to build up. For example, hot humid days with stagnant air have much higher particle concentrations than days with air partially "scrubbed" by rain or wind. Because of their small size, fine particles outdoors can penetrate into homes and buildings.

[1] Particulate matter 2.5 microns in diameter or less.



Particulate matter impacts primarily affect infants, children, the elderly, and those with pre-existing cardiopulmonary disease. Individuals with pre-existing respiratory and/or cardiovascular disease, the elderly and children may be more susceptible to adverse effects of particulate matter exposure. Exposure to varying levels of $PM_{2.5}$ has been associated with increased mortality due to cardiovascular or respiratory diseases, reduction in life-span and hospital admissions for acute respiratory conditions. In children, $PM_{2.5}$ exposure can lead to school absences, decreased respiratory function, and increased medication use in those with asthma. Long-term particulate matter exposure has also been connected to reduced lung function growth in children. A consistent correlation between elevated ambient particulate matter levels and an increase in mortality rates, respiratory infections, number and severity of asthma attacks and the number of hospital admissions has been observed in different parts of the United States and various areas around the world.

The City's Particulate Matter ($PM_{2.5}$) Exposure

City of Placentia (City) residents, especially those living in close proximity to State Route 57 (SR- 57) and in the southwestern and southeastern portions of the City where industrial uses are concentrated, are affected by environmental pollutants generated by existing industries and contaminants from heavy traffic on SR-57. Based on data from Caltrans, average daily traffic along the segments of SR-57 that pass-through Placentia ranges from 278,400 vehicles to 279,300 vehicles, and from 12,744 to 15,559 trucks for both northbound and southbound traffic.

According to the Public Alliance of Southern California (PASC), the two DACs are within the top 25 percent in the PASC's total Health Disadvantage Index (HDI) and Environmental Hazards for California. These two DACs are also within the 70th to 75th percentile for $PM_{2.5}$ concentration in California. As noted above, high

concentrations of $PM_{2.5}$ can negatively impact individuals with pre-existing respiratory and/or cardiovascular disease, the elderly, and children.



The City's Toxic Air Contaminant (TAC) Exposure

The South Coast Air Quality Management District (SCAQMD) has conducted an in-depth analysis of TACs and their resulting health risks for all Southern California in the *Multiple Air Toxics Exposure Study in the South Coast Air Basin Study* (MATES IV, May 2015). MATES IV is the most comprehensive dataset documenting the ambient air toxic levels and health risks associated with the South Coast Air Basin (Basin) emissions. Therefore, the MATES IV study represents the baseline health risk for a cumulative analysis and estimates the average excess cancer risk level from exposure to TACs. Diesel particulate matter (DPM) is included in this cancer risk along with all other TAC sources. Diesel particulate matter accounts for 68 percent of the total risk shown in MATES IV. For all of Southern California, the MATES IV study shows that cancer risks have decreased more than 50 percent between 2008 and 2015.

According to the MATES IV study, the northern portion of the City has an air toxic cancer risk of 500 to 800 per million, and the southern portion of the City, including Old Town Placentia and the La Jolla neighborhood, has an air toxic cancer risk of 800 to 1,000 per million; the average risk in Orange County is 315 per million. The SCAQMD has established an incidence rate of 10 persons per million as the maximum acceptable incremental cancer risk due to DPM exposure for new development projects.[2] As noted in MATES IV, the areas of higher risk include those

[2] A risk level of 10 in one million implies a likelihood that up to 10 persons, out of one million equally exposed people would contract cancer if exposed continuously (24 hours per day) to the levels of toxic air contaminants over a specified duration of time.

near the ports, Central Los Angeles, and along transportation corridors such as SR-57 and State Route 91 (SR-91), both of which border the La Jolla neighborhood.

In addition, according to the U.S. Environmental Protection Agency (EPA) Environmental Justice Screening and Mapping Tool (EJSCREEN), Placentia is within the 64th and 67th percentile for California DPM and air toxic cancer risk, and the 70th to 80th percentile for DPM and air toxic cancer risk in the United States.

The City's Asthma and Respiratory Risk



According to the Public Alliance of Southern California PASC Health Disadvantage Index (HDI), the average HDI score for asthma hospitalization in the City is slightly higher than the average Countywide score (Citywide HDI score of 28.42 versus a County average HDI score of 27.26). However, children under 18 within the City suffer less from asthma compared to the rest of Orange County. According to 2013 to 2015 data, children's asthma hospitalization rates in Placentia are approximately 6.9 hospitalizations per 10,000 population versus 7.1 hospitalizations per 10,000 population for the County. The City is in the 57th percentile for respiratory hazard index in California, and the 70th to 80th percentile for respiratory hazard index in the United States.

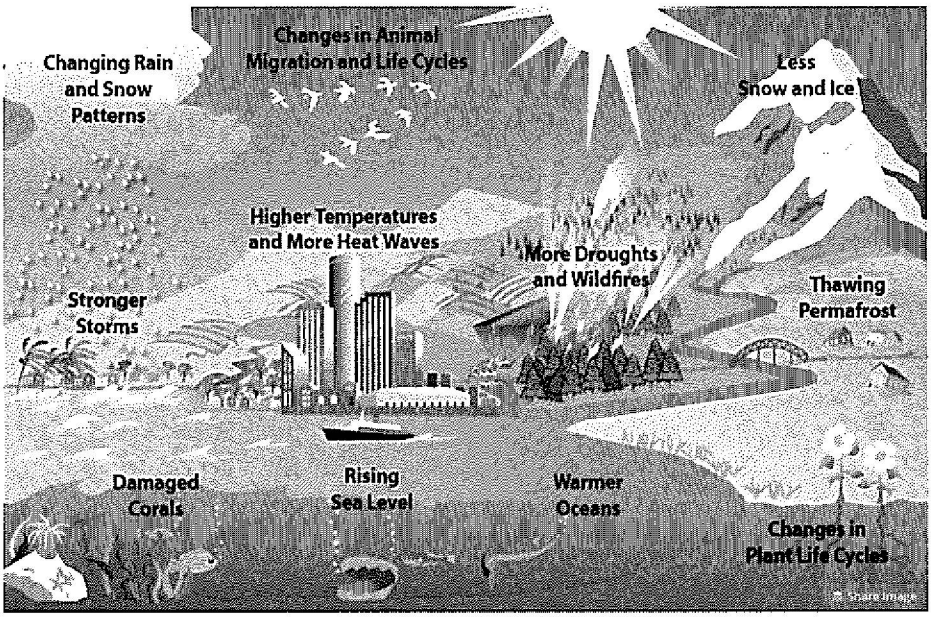
10.4 GREENHOUSE EFFECT AND CLIMATE CHANGE ADAPTATION

Climate change adaptation seeks to lower the risks posed by the consequences of climatic changes and involves taking practical actions to protect communities and manage risks from climate impacts and global warming. The natural process

through which heat is retained in the troposphere is called the "greenhouse effect." The troposphere is the lowest region of the atmosphere, extending from the earth's surface to a height of about 3.7–6.2 miles (6–10 km). The greenhouse effect traps heat in the troposphere through a threefold process as follows:

1. short wave radiation emitted by the Sun is absorbed by the Earth;
2. the Earth then emits a portion of this energy in the form of long wave radiation;
3. greenhouse gases (GHGs) in the upper atmosphere absorb, or "trap" this long wave radiation and emit it into space and toward the Earth.

This "trapping" of the long wave (thermal) radiation emitted back toward the Earth is the underlying process of the greenhouse effect. The greenhouse effect is responsible for many detrimental climate changes, such as those shown below.



Source: www.joboneforhumanity.org/global_warming

The most abundant GHGs are water vapor and carbon dioxide (CO_2). Many other trace gases have greater ability to absorb and re-radiate long wave radiation; however, these gases are not as plentiful. For this reason, and to gauge the potency of GHGs, scientists have established a Global Warming Potential (GWP) for each GHG based on its ability to absorb and re-radiate long wave radiation. GHGs include, but are not limited to:

- CO_2, water vapor (H_2O),
- methane (CH_4),
- nitrous oxide (N_2O),
- hydrofluorocarbons (HFCs),
- perfluorocarbons (PFCs), and

- sulfur hexafluoride (SF_6).

An abundance of these heat-trapping GHGs have increased global temperatures, which in turn is responsible for warming oceans, shrinking ice sheets, glacial retreat, decreasing snow pack, sea level rise, ocean acidification, and extreme weather events across the globe, collectively known as climate change.

The largest contributor to climate change is the release of large amounts of CO_2 and the other GHGs described above from burning fossil fuels to produce energy, as well as deforestation, industrial processes, and some agricultural practices that emit gases into the atmosphere. According to the US Environmental Protection Agency, the earth's average temperature has risen by 1.5°F over the past century and is projected to rise another 0.5 to 8.6°F over the next hundred years. These rising temperatures have been largely attributed to large releases of CO_2 and other GHGs into the Earth's atmosphere.

Climate change has already impacted numerous communities in California, and many DACs will suffer disproportionately from the effects of climate change in the future. The impacts of climate change can vary by geographic region (e.g., wildfires in the mountains, sea level rise on the coast, flooding near waterways, etc.) and can harm the people, structures, ecosystems, air quality, and other environments within them. The environmental impacts of climate change can create a substantial burden on DACs and are intensified in these communities due to existing environmental conditions. Residents in DACs may be exposed to worsened air quality conditions during heat waves, poor drinking water quality, building structure damage during extreme weather events, and other hazardous conditions. In addition, residents in DACs may not have adequate resources to properly prepare, respond, and recover from climate-related hazardous events. The primary risk for residents living within DACs in Placentia is poor air quality during climate-related heat waves and regional wildfires.

Placentia DACs and Climate Change

Placentia's two DACs are currently exposed to high levels of $PM_{2.5}$, DPM, and above-average asthma hospitalization rates due to the close proximity of SR-57 and industrial uses. These air quality conditions would worsen during extended periods of heat and could result in an increased occurrence of death and illness, including hospital visits, emergency room visits, and birth defects.

One limiting existing environmental condition in the Placentia DACs is a lack of shading due to deficient tree canopy coverage. It is estimated that a person may feel approximately 10 to 15 degrees cooler in the shade during excessive periods of heat. According to the PASC HDI, the La Jolla neighborhood and Old Town Placentia DACs have a low tree canopy coverage compared to other areas of Orange County (having an HDI score of 96-97 for population without tree canopy coverage, which is higher than the average tree canopy HDI score for Orange County which is 94).

The risk of "heat-island" effect[3] in these areas is high. In addition, the two DACs rank in the 69-84th percentile for population without tree canopy coverage in California. As such, heat and air quality conditions in Placentia's DACs would be further exacerbated during climate-related heat events due to a lack of shading from trees. Climate-change policies and actions can be implemented by the City to reduce heat and air quality-related environmental impacts within Placentia's DACs, such as those provided in the Goals and Policies section.

In order to support improved health for all residents and particularly for those living in these disadvantaged communities, the goals and policies of this Element reflect specific actions that the City can take to improve health and well-being. These actions generally focus on promoting healthy food access; promoting safe and sanitary homes; promoting physical activity; reducing exposure to air pollution and improving air quality; promoting civil engagement; and prioritizing actions for those in disadvantaged communities.

Promoting Resilience in the Face of Climate Change[4]

A burgeoning area of focus with climate adaptation is human resilience. This new body of thought and research, championed by organizations such as the International Transformation Resilience Coalition, recognizes that adverse climate change events can cause trauma and can have perilous implications for people's social and psychological well-being. These impacts don't just go away once disaster is averted, but rather can change a person's and community's sense of safety, and overall sense of well-being.

Research has found that the psychological impacts of climate adversities can include severe anxiety, depression, post-traumatic stress syndrome (PTSD), ongoing grief, vicarious trauma, and much more. For example, 20 percent of east coast residents impacted by Superstorm Sandy reported PTSD, 33 percent reported depression, and 46 percent reported anxiety.[5] Similar impacts have been found within people impacted by wildfires, prolonged droughts, heatwaves, and other disasters. The American Psychological Association said in 2017 that hopelessness and helplessness are growing due to the "unrelenting day-by-day despair" of directly experiencing, seeing, or worrying about climate change.[6] Impacts of adverse climate experiences can cause strain on relationships, increase drug and alcohol abuse, and spur more domestic violence.

[3] According to the U.S. EPA, "heat-island" is an urban area that is significantly warmer than its surrounding rural areas due to an abundance of paved surfaces and minimal shade.

[4] International Transformation Resilience Coalition, "Preparing People on the West Coast for Climate Change," January 8, 2019.

[5] Neria Y. and Shultz JM. Mental health effects of Hurrican Sandy: characteristics, potential aftermath, and response. JAMA 2012; 308 (24).

[6] American Psychological Association (2017). Mental Health and Our Changing Climate: impacts, implications and guidance.



These climatic events, caused by rising temperatures, are already aggravating many of the traumatic stressors experienced by millions of people, which include poverty, financial struggles, economic inequality, racism, sexism, fear of violence and many others. Those living in disadvantaged communities are more susceptible to the added stress of climate change and climate events. Many organizations, recognizing the social and psychological impacts of climate change, have begun to promote "transformational resilience" training, a proactive and preventative training that teaches people how to think and act in healthy ways even in unhealthy conditions, and in traumatic events, caused by climate change. Resilience is built by learning calming, self-regulation techniques and by learning skills that enable people to use climate, and other adversities, as transformational catalysts to learn, grow, and find new positive sources of meaning, direction, and hope. This type of training, because the skills apply to all traumatic events, has far-reaching effects, and can prevent harmful reactions to many other types of human-caused traumas such as community violence, and non-climate related natural disasters such as earthquakes.

10.5 REDUCING POLLUTION EXPOSURE AND IMPROVING AIR QUALITY

Local environmental conditions have an impact on community health. Several recent and significant studies have concluded those living within 1,000 feet of a freeway or any road carrying more than 100,000 vehicles a day are at risk of negative health impacts. These health impacts include higher incident of asthma, cancer,

cardiovascular disease, heart attacks, strokes, reduced lung function, dementia, autism and even premature death.[7] An LA Times article, December 30, 2017 states:

It's especially unhealthful to live near freeways and roads frequented by diesel trucks, which spew many times more harmful gases and particles than cars. Diesel particulate matter, carcinogen-laden soot that deposits deep in the lungs, is responsible for the bulk of the cancer risk from air pollution and more than 1,000 early deaths a year in California.

Figure 1. Landscaped sound walls near freeways can reduce air pollution impacts.



In addition to living near busy roadways, living near heavy industrial facilities also increase the incidence of respiratory issues such as asthma. Respiratory illnesses, including asthma, pneumonia, chronic obstructive pulmonary disease (COPD), emphysema and other chronic conditions, are a significant public health problem in the United States. Polluted air, from stationary and mobile sources such as trucks and automobiles on freeways, are contributing to these respiratory illnesses and the location and mix of land uses and transportation investments can all have an impact

10-25

[7] Some sources include EPA research (www.epa.gov); a study by the University of Southern California researcher, Heather E. Volk, PhD, MPH and a population-based cohort study published in The Lancet on February 18, 2017, Vol 389.

on environmental health. The City of Placentia is committed to not only reducing air quality impacts, but also to controlling water runoff and soil contamination. The goals and policies of the element focus on reducing indoor and outdoor air pollution and improving air quality for existing and future residents.

10.6 PROMOTING HEALTHY FOOD ACCESS



"We are what we eat." This adage has been around for a long time, but it remains true. Unhealthy eating habits are a primary risk factor for five of the top ten causes of death in California. When convenience stores, gas stations, and fast food outlets are the only food retailers in neighborhoods, residents often rely on these stores for their food purchases and may find purchasing healthy foods difficult, inconvenient and costly. To stay healthy, we need to eat well, and, to make eating well easier, residents need convenient access to healthy food choices such as green markets, farmer's markets, community supported agriculture (food co-ops), urban farming, and grocery stores that offer affordable healthy food. The city can help promote healthy eating with educational campaigns, urban agriculture, partnerships with retailers, educators, and non-profits, retail attraction practices, and reducing any code barriers to using land for sources of healthy, local food.

10.7 PROMOTING SAFE NEIGHBORHOODS AND SAFE, SANITARY HOMES

In order for residents to be active, they need to know that their neighborhoods are safe and clean. Public spaces that are dark, have graffiti, and where residents feel unsafe, will not be used by the community. People stay home if they do not feel

safe. Sometimes it is only the perception of a lack of safety, rather than an actual instance that can mean the difference between an active, engaged and social neighborhood versus one where few people walk or use the public parks and gathering spaces. Community safety is always of concern, especially to the seniors of a community. The City's Police Department and the Placentia Fire and Life Safety Department (formerly the Orange County Fire Authority) help to make Placentia a very safe city and this can be continued by policies that focus on safer streets and safety through design approaches. The City can conduct outreach to owners regarding maintenance requirements and to tenants so that they understand their rights for safe housing. The City can also focus on code compliance to reduce unsafe, unsanitary housing conditions.

10.8 PROMOTING PUBLIC FACILITIES AND PHYSICAL ACTIVITY

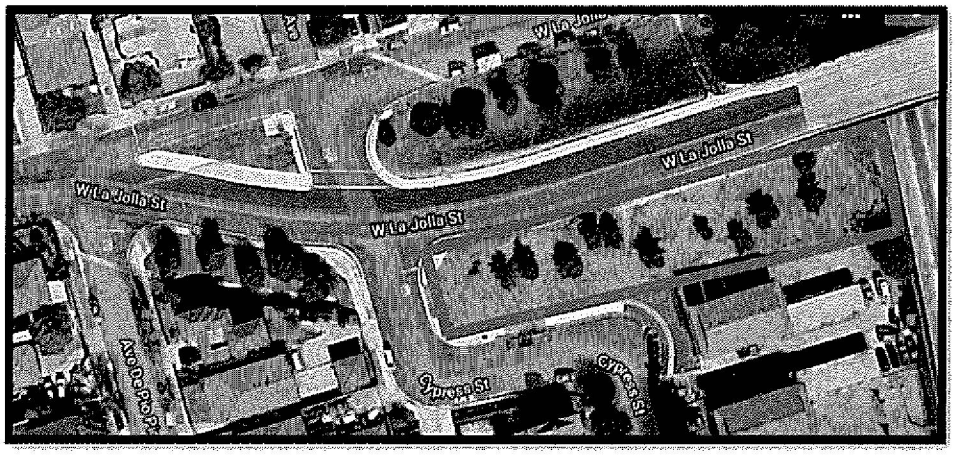
Public Facilities, Parks and Recreational Facilities



Convenient, safe access to parks and recreational facilities is directly correlated to an increase in the amount that people exercise. Residents need convenient access to parks that are maintained, that are up-to-date, safe and inviting. Together with affordable or free programs that appeal to all residents, parks and recreational facilities can help promote physical activity, a cornerstone of health. Increased physical exercise can reduce the risks of heart disease, hypertension, diabetes, and even some cancers. Stress, a modern-day risk, is reduced by exercise. Regular exercise can also provide social and emotional benefits as residents meet each other, engage in activities together and generally share quality time together. These

benefits can reduce depression, isolation, sadness, loneliness, and anxiety: all important factors for good health. The goals and policies in this Element address improving parks, park facilities, and recreational facilities, expanding recreational programs, and ensuring access for all residents to all facilities and programs.

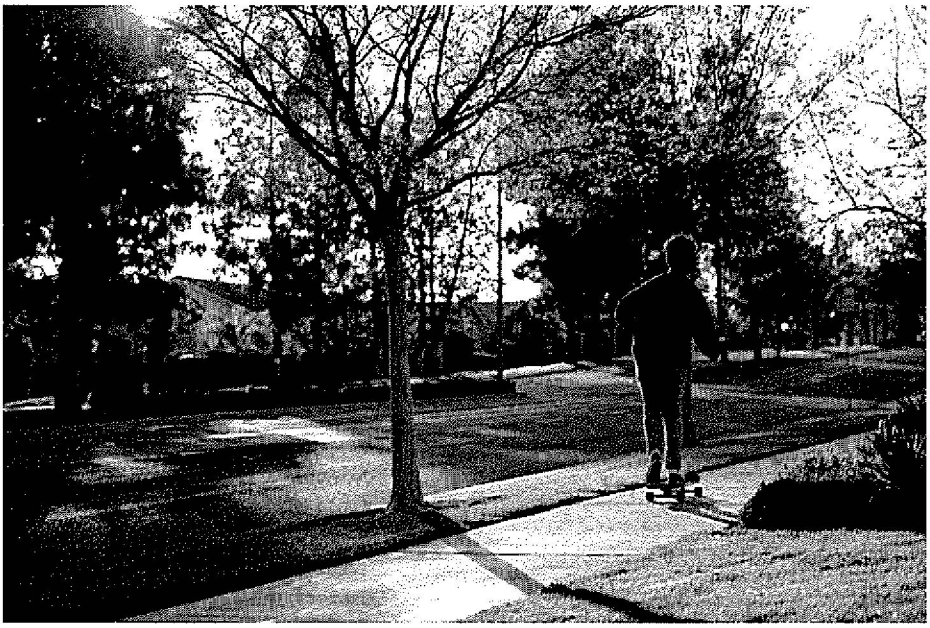
Figure 2. Unused right-of-way that could be used for garden or park.



Walkable Neighborhoods and Community Design

When everyday conveniences such as stores, restaurants, parks and schools are located within walking distance of a neighborhood, opportunities for exercise increase. Walking can also be a very social activity, especially when families walk together, meeting other neighbors along the way, promoting neighborhood cohesion. Walking includes those who may need the assistance of a wheelchair or other walking device. This requires our neighborhoods to be safe, the roads to be well-maintained, sidewalks to be well connected, and the land uses to be planned to promote convenient connections between the people and the places they want to visit. In addition, healthier land use patterns, can be achieved by encouraging in-fill and locating destinations closer to housing, focusing development in mixed-use districts and along major transit corridors, constructing a diverse mix of uses throughout the City, and encouraging land use patterns that promote walking, bicycling and transit use. This also can reduce vehicle trips, helping reduce air quality impacts. The City can focus land use efforts on this healthier approach with policies that improve the walkability of our streets.

Walking, Bicycling, & Public Transit & Safe Transportation Network



Communities that are designed to encourage walking, biking and use of public transit are healthier communities. Walking or biking to work or play, or even to run errands, increases physical activity and contributes to physical health. Increased exercise reduces health risks, especially in the area of heart disease, obesity, and respiratory disease. The availability of public transit can impact pedestrian and outdoor activity. The layout and safety of the transportation network can have a significant impact on the travel choices people make and thus on levels of physical activity, air pollution, and social capital in a community. Design and engineering also can have a significant effect on the safety of the transportation network. Communities that encourage multiple modes of transportation—by providing a complete, well-connected street network with multiple destinations and facilities for transit, bicycling and walking—can decrease vehicle miles traveled, decrease air pollution and increase physical activity in the community. Encouraging these activities means that the streets must be safe, bikeways available, and public transit stops are safe and convenient. City policies revolve around increasing street safety for motorists, pedestrians, and cyclists and ensuring transit access for those who need it most. Policies in the Mobility Element of this General Plan also apply.

10.9 PROMOTING CIVIL ENGAGEMENT IN PUBLIC DECISION-MAKING



Often those who are most in need are the ones who are least heard in the political process. Promoting "civic engagement" for those in disadvantaged communities is imperative if the City is to improve the conditions in their lives and neighborhoods. While conducting outreach for this General Plan update, the message from the community was clear: we want to be heard and have more input. The City can employ many actions and strategies to increase this communication and it can empower the residents to speak up and get engaged in their local government. The goals and policies of the Element call for both the City reaching out specifically in the form of City Council visits, city-initiated community meetings, City Hall open houses and focused appointments to boards and commissions. In addition, making sure that residents know how to reach their city officials and staff and what programs are available to them are equally important. These actions can increase inclusiveness, transparency and participation in local affairs by those who can benefit the most.

10.10 PRIORITIZING IMPROVEMENTS AND PROGRAMS FOR DISADVANTAGED COMMUNITIES

For any city to prioritize its improvements and programs in a specific direction, it must focus both its staff and fiscal resources in a particular area. In order to tip the balance of public funding and improvements towards those living in disadvantaged communities, the City will consider this a priority when developing department work plans, during the annual budget season and in its day-to-day decisions. In addition,

an overall review of fiscal spending in the disadvantaged communities would assist in determining where resources may be lacking and where the City may wish to seek grants or focus funds.

Economic Opportunities

Economics can play a part in a community's health and wellness, helping to foster a vibrant local economy with a variety of places to shop and work where residents can find choices for healthy living. Also, a healthy community is one where residents have equal access to opportunities for jobs and job training so that they have a better sense of well- being and security. To the extent possible, the City's economic development efforts can encourage quality retailers who deliver healthy goods and services and support local hiring and workforce training and development. (See also the Economic Development Element.)

10.11 GOALS AND POLICIES

Health, Wellness, Environmental Justice and the Other General Plan Elements

The Health, Wellness and Environmental Justice Element of the General Plan is where the City lists its goals and policies for making Placentia a healthier city for all of its residents. The Element establishes a strong policy framework for developing conditions that will improve the health and well-being of Placentia citizens, particularly those within the disadvantaged communities. The policies provide direction for improving the physical environment and creating and sustaining programs that address the needs of the City's disadvantaged communities, and emphasis and priority is given to disadvantaged communities across all of these goals and policies.

This Element works with the other Elements of the General Plan to form a broad-based support for creating a healthy environment:

- The Land Use Element addresses the built environment including the mix of uses, density and intensity and creating a walkable environment.
- The Mobility Element includes goals and policies on creating a multi-modal transportation system.
- The Open Space and Recreation Element lays out goals and policies to improve the amount of, access to, and quality of parks and open spaces in Placentia.
- The Safety Element includes a range of health topics on protecting the community from man-made and natural hazards.
- The Conservation Element addresses the conservation of our air, water and other natural resources in order to create a healthy, viable city.

- The Economic Development Element addresses how we can promote businesses that support a healthier lifestyle, and development that will require new or upgraded sidewalks and amenities for pedestrians and cyclists.
- The Housing Element includes goals and policies for promoting quality, affordable housing.

Although the Health and Wellness Element is not a state-mandated element, the City of Placentia believes that its inclusion in the General Plan ensures that public health and wellness remains a top City priority. The Element is consistent with Section 65303 of the State of California Government Code, which allows local jurisdictions to adopt additional elements to those required by state law when they relate to the physical development of the jurisdiction. The Environmental Justice Element, however, is required by Senate Bill 1000, amending Government Code Section 65302 (a), because a disadvantaged community has been identified within the area covered by this General Plan. These two Elements have been combined in an effort to create robust health and wellness guidance for all of the City's residents.

Conflicting Goals and Policies

In order to promote and ensure the tenets of environmental justice, wherever the following goals, policies or objectives appear to conflict with others within the General Plan, the goals, policies and objectives of this Element, if viewed as stricter, shall prevail.

Prioritize Needs of Disadvantaged Communities

It is the overall goal of the Element to ensure that improvements and programs that address the needs of the City's disadvantaged communities (DACs) are given priority. While all of the goals and policies of this Element apply to all residents, priority for actions shall be given to those projects and programs that would fulfill the needs of those residents living in disadvantaged communities.

Ensure Best Practices for Improving Health

GOAL HW/EJ - 1 ***Implement innovative community health best practices that improve the health of all residents in Placentia.***

Policy HW/EJ - 1.1 Further develop the *Healthy Eating Active Living (HEAL)* campaign to qualify as a HEAL city, supporting policies, projects, programs and regulations that result in changes to the physical environment to improve health, well-being and physical activity.

Policy HW/EJ - 1.2 Support policies, projects, programs and regulations that encourage buildings to support the health of occupants and users by using non-toxic building materials and finishes, using

windows and design features to maximize natural light and ventilation, and providing access to the outdoor environment.

Policy HW/EJ - 1.3 Support policies, projects and programs that demonstrate best practices related to promoting wellness in City facilities and at City-sponsored events, such as serving healthy foods at community events.

Policy HW/EJ - 1.4 Support resilience training for staff, community leaders, and residents, recognizing the urgency of this type of training for supporting community members, especially those in DACs, who will experience social and psychological impacts of climate change.

Promote Physical Activity

GOAL HW/EJ - 2 ***Promote land use patterns, both private and public, that promote increased physical activity, biking and walking as a means to reduce rates of obesity, heart disease, diabetes and other health-related issues.***

Policy HW/EJ - 2.1 Consider amending the Zoning Code to allow neighborhood-serving retail uses within neighborhoods at key nodes to provide opportunities for retail services within one-quarter mile of all residences. Permit these neighborhood serving uses with reduced parking requirements.

Policy HW/EJ - 2.2 Promote public spaces that provide pleasant places in which neighbors can meet, congregate, and be physically active together.

Policy HW/EJ - 2.3 Form partnerships with school districts and other educational institutions, non-profit organizations, healthcare organizations, and regional governmental agencies to foster and participate in efforts promoting healthy lifestyles, physical activity and positive health outcomes.

Policy HW/EJ - 2.4 Implement the adopted Complete Parks Guidelines to guide future Master Plan park planning. The goal of the policy is to advance the role of parks, recreation and community services in the eyes of the local policy makers to establish parks as centers for community health, smart growth, equitable development and environmental justice.

Policy HW/EJ - 2.5 Revitalize existing green spaces to provide more recreational spaces and encourage greater outdoor physical activity.

Policy HW/EJ - 2.6 Provide free or subsidized access to exercise equipment in public areas not currently used for recreation to increase physical activity options.

GOAL HW/EJ - 3 ***Provide a high-quality pedestrian network so that residents from all neighborhoods can safely walk to their destinations.***

Policy HW/EJ - 3.1 Strive to mitigate and improve locations with sidewalk deficiencies in order to improve pedestrian safety and increase walking within Placentia.

Policy HW/EJ - 3.2 Maintain existing pedestrian safety features and increase safety at roadway crossings throughout the City through the addition of marked crosswalks, high-visibility markings, and physical improvements such as crossing islands, raised crosswalks, curb extensions, reduced radii at intersections, perpendicular curb ramps and other measures known to improve pedestrian safety. Crosswalks should be installed on Melrose Avenue for those participating in the Whitten Center programs.

Policy HW/EJ - 3.3 Improve pedestrian lighting on sidewalks throughout the City, but especially in high-volume pedestrian areas and DACs.

Policy HW/EJ - 3.4 Prioritize improvements to sidewalks and the pedestrian environment in the DACs and areas around schools and parks.

Policy HW/EJ - 3.5 Support policies and regulations involving land use and zoning changes that would provide access to daily retail needs, recreational facilities, and transit stops within a walkable distance (i.e., a quarter-to a half-mile) of established residential areas and DACs.

Policy HW/EJ - 3.6 Make streets and other public spaces more visually appealing and environmentally friendly by planting street trees, improving landscaping, adding decorative street furniture, and regularly cleaning the sidewalks and streets.

Policy HW/EJ - 3.7 Develop public art, fountains and other forms that beautify Placentia's streets and provide a collection of permanent outdoor artwork throughout the City. Identify opportunities to support and fund local artists and students to create public art in the City.

GOAL HW/EJ - 4 ***Promote complete neighborhoods that provide access to a range of daily goods and services, and recreational resources within comfortable walking distance of homes.***

Policy HW/EJ - 4.1 Provide higher-density and infill mixed-use development affordable to all incomes on vacant and underutilized parcels throughout the City.

Policy HW/EJ - 4.2 Promote local-serving retail and public amenities at key locations within residential neighborhoods and DACs.

Policy HW/EJ - 4.3 Develop Corridor Improvement Plans for key commercial corridors in the City to guide redevelopment of these areas into mixed-use, pedestrian and transit-oriented corridors and nodes.

Policy HW/EJ - 4.4 Fully implement and promote the Old Town Revitalization Plan and the Transit Oriented Development district to ensure, as those areas develop under these plans, that a full range of retail and services are provided within walking or easy transit distances.

Policy HW/EJ - 4.5 Update Zoning Code to eliminate any barriers to facilitating the goal of creating complete neighborhoods with access to retail and recreation resources within walking distance of homes.

Promote Access to All Public Facilities

GOAL HW/EJ - 5 ***Seek to provide access to all public facilities such as government buildings, infrastructure, healthcare, emergency services, parks, cultural centers, transit centers for all residents, especially those in DACs.***

Policy HW/EJ - 5.1 Reduce the potential for car collisions through design improvements, traffic calming, enforcement, and education efforts in public services announcements, city distributed newsletters. Maintain data on and prioritize improvements for locations with high incidences of bicycle/pedestrian/vehicle collisions.

Policy HW/EJ - 5.2 Develop and support education and enforcement campaigns on traffic, bicycle, and public transit options. Encourage bicycle and pedestrian safety through education and incentive programs. Encourage bicycle safety through education programs targeting bicyclists and motorists and promotional events such as bicycle rodeos and free helmet distribution events.

Policy HW/EJ - 5.3 Execute policies and programs that encourage transit use and increase transit service throughout the City.

Policy HW/EJ - 5.4 In new policies and programs stress the priority of bicycling and walking as alternatives to driving and as a means of increasing levels of physical activity.

Policy HW/EJ - 5.5 Promote ride-sharing with a citywide ride-share management plan.

Policy HW/EJ - 5.6 Continue to pursue strategies including partnerships with other transportation providers to provide a comprehensive system of para-transit service for seniors and people of all abilities and enhance service within the City and to regional public facilities, especially medical facilities.

Policy HW/EJ - 5.7 Promote mixed-use urban streets that balance public transit, walking and bicycling with other modes of travel by adopting and implementing a Complete Streets ordinance.

Policy HW/EJ - 5.8 Develop strategies to calm traffic on streets that experience speeding or cut-through traffic. Include a range of solutions including engineering, education and enforcement measures.

Policy HW/EJ - 5.9 Continue to implement streetscape improvements to enhance access, lighting, safety and experience for pedestrians, bicyclists, transit users, and motorists. Focus improvements in areas with the highest need, such as the Old Town, DACs, mixed-use corridors, and key intersections.

Policy HW/EJ - 5.10 Promote and provide secure bicycle parking and storage in existing and new development.

Policy HW/EJ - 5.11 Facilitate street closures for farmers' markets, arts and craft fairs, *CicLAvia* events (bicycle and pedestrian events), and other public events.

Policy HW/EJ - 5.12 With any city-initiated shuttle system, ensure connection between DACs and public facilities, especially city buildings, health care facilities and programs, parks and playgrounds.

Policy HW/EJ - 5.13 Develop a green streets program to support a sustainable approach to storm water, drainage, groundwater recharge and landscaping and incorporating green streets standards and guidelines in all streetscape improvements.

Policy HW/EJ - 5.14 Create specialized programs for residents living with chronic diseases such as, diabetes and heart disease, to improve physical activity, healthy eating and access to health care education and facilities.

Policy HW/EJ - 5.15 Implement a city-wide *Community Paramedicine Program*, which is an effective and efficient way of providing health care delivery, especially to those most vulnerable or underserved, such as seniors and disadvantaged communities. The program provides specially trained paramedics, working in partnership with healthcare providers such as St. Jude Healthcare, Placentia-Linda Hospital and others, leveraging City assets and support.

Policy HW/EJ - 5.16 Provide increased police presence in parks in DACs to deter drinking and drug use in the parks and public open spaces. Increase routine police patrols in disadvantaged communities.

Policy HW/EJ - 5.17 Promote more activity on streets with public events that use the right-of-way.

Policy HW/EJ - 5.18 Adopt a city-wide bicycle master plan that will eventually connect residents to retail areas, park, recreational facilities,

schools, and government buildings. This plan would also connect to bike trails in adjacent cities.

Policy HW/EJ - 5.19 Ensure a transportation system that supports safe, healthy, and active lifestyles, by providing improved public transit and multimodal connectivity between parks, schools, neighborhoods, and Old Town.

GOAL HW/EJ - 6 ***Ensure that all children have safe access to schools and parks.***

Policy HW/EJ - 6.1 Prioritize transportation investments to increase safety around parks, open spaces, community centers, schools, pre-schools, and childcare centers.

Policy HW/EJ - 6.2 Consider execution of a Safe Routes to School plan for all Placentia schools. Prioritize improvements with the highest safety concerns. Focus initial efforts on the route over the 57 Freeway.

Policy HW/EJ - 6.3 Implement traffic calming strategies in areas immediately around schools and parks.

Policy HW/EJ - 6.4 Encourage the creation of "Walking School Bus," "Biking School Bus," "Bicycle Trains," contests and other programs that encourage children to walk or bicycle to school and make it safer to do so.

Policy HW/EJ - 6.5 Work collaboratively with the school district, school board, PTA, and DACs to identify and address school access and safety issues. Form a school safety committee that includes members of these groups and the City Departments such as Community Services, Public Works, and Police Departments.

Policy HW/EJ - 6.6 Enhance with lights or other safety components, the crosswalks used by pedestrians, especially where those crosswalks are used by residents going to school, the park, or a local retailer.

GOAL HW/EJ - 7 ***Ensure that parks, trails, open spaces, and community facilities that support active, healthy recreation and activities are distributed throughout Placentia and are available to residents of disadvantaged communities.***

Policy HW/EJ - 7.1 Create incentives to convert vacant lots or underutilized public right-of-way into small parks, community gardens, or open spaces throughout the City, focusing in the DACs where there is a general lack of open space.

Policy HW/EJ - 7.2 Seek opportunities to convert public easements, such as utility corridors and parkway vistas, into parks and trails.

Continue to work with the school district to create joint-use facilities.

Policy HW/EJ - 7.3 Support and provide on-going, year-round sports and recreation activities, especially for youth and seniors, including keeping pools open year-round.

Policy HW/EJ - 7.4 Provide a wider diversity of active and passive recreational facilities in all parks that respond to the needs of multicultural and DAC communities.

Policy HW/EJ - 7.5 Promote the development of additional public and private exercise facilities within the access of DACs.

Policy HW/EJ - 7.6 Improve and expand the use of existing parks, venues and programs through marketing, promotion, reduced rates for DACs, extended park supervision/hours, and other high visibility strategies.

Policy HW/EJ - 7.7 Expand and tailor recreational programs, facilities and services to meet evolving community needs. Programs and services should remain accessible and relevant to today's residents, responding to unique cultural, historic and social needs, as well as changing demographics and income levels.

Policy HW/EJ - 7.8 Continue to maintain and improve recreational facilities with adequate lighting, signage, hours of operation and programs representative of the multicultural needs and income levels of the community. Providing facility upgrades may increase capacity to attract people from neighborhoods that are currently underserved.

Policy HW/EJ - 7.9 Promote access to non-City operated parks and recreational facilities.

Policy HW/EJ - 7.10 Protect visitors of parks and recreational facilities from exposure to structural and safety hazards, crime and other natural or human-induced incidents and promote park and facility design that discourages vandalism, deters crime, provides natural surveillance and creates a safe and comfortable environment.

Policy HW/EJ - 7.11 Expand park and recreation opportunities in all neighborhoods, especially within DACs, and ensure that they are offered within comfortable walking distance of homes, schools and businesses in order to encourage more physically and socially active lifestyles.

Policy HW/EJ - 7.12 Complete the development of the comprehensive long-range Parks Master Plan to address changing recreation interests, trends, needs and priorities, with focus on the needs of the DACs. Update the Parks Master Plan and its maintenance plan regularly.

Policy HW/EJ - 7.13 Develop and adopt design guidelines that deter criminal activity in neighborhoods, streets and public areas. Include guidelines for the design of play areas, parks, sports facilities, streets and sidewalks, plazas and urban pocket parks, and housing and commercial sites, among others.

Policy HW/EJ - 7.14 Support and encourage City-wide initiatives and external programs to increase opportunities for contact with nature.

Policy HW/EJ - 7.15 Consider citywide bike share programs.

Promote Safe and Sanitary Homes

GOAL HW/EJ - 8 ***Promote and ensure safe and sanitary housing, especially ensuring healthy living conditions for all residents, particularly those in disadvantaged communities.***

Policy HW/EJ - 8.1 Develop a program to assist homeowners of rental units to rehabilitate their properties, especially affordable units and housing in the DACs, to meet current building standards. Consider recommendations from the U.S. Department of Housing and Urban Development's Healthy Homes Initiative.

Policy HW/EJ - 8.2 Focus code enforcement efforts in disadvantaged communities, to improve unsafe and unsanitary conditions, focusing on trash and dumping, overcrowding, illegal home businesses, illegal garage conversions, graffiti, unpermitted plumbing and electrical, and lack of building and yard maintenance. At a minimum, conduct bi-monthly inspections and distribute information about protecting tenant rights, so they are not penalized for reporting or living in a dwelling unit that does not meet health and safety standards. Written outreach efforts should be translated into Spanish.

Policy HW/EJ - 8.3 Create and actively enforce a City Lead Paint Program.

Policy HW/EJ - 8.4 Conduct periodic absentee owner outreach in disadvantaged communities to inform owners of their legal requirements to maintain and upkeep their rental properties. Written outreach efforts should be translated into Spanish, or other appropriate language and tenants informed of these efforts.

Policy HW/EJ - 8.5 Conduct periodic outreach in disadvantaged communities, informing tenants of their rights and responsibilities. Written outreach efforts should be translated into Spanish, or other appropriate language.

Policy HW/EJ - 8.6 Review new projects for natural surveillance and apply the policies of CPTED (Crime Prevention Through Community Design) to both private and public projects.

Policy HW/EJ - 8.7 Increase street lighting for pedestrians, especially in areas where crimes and illegal dumping are likely to occur.

Policy HW/EJ - 8.8 Focus police efforts to deter gangs in disadvantaged communities, both by increased enforcement and educational programs.

Policy HW/EJ - 8.9 Distribute animal control information with city newsletter and/or other periodical publications, and directly to those in disadvantaged communities.

Promote Healthy Food Access

GOAL HW/EJ - 9 ***Expand access to healthy food and nutritional choices for all residents, through grocery stores, community gardens, urban agriculture and local markets that provide a range of fresh fruits and vegetables to expand nutritional choices.***

Policy HW/EJ - 9.1 Encourage existing retailers to improve the quality and selection of healthy foods and nutritional information through incentives, technical assistance, and other services. Adopt a Healthy Food Store Incentive program, to encourage stores to stock fresh and healthy food at affordable prices.

Policy HW/EJ - 9.2 Strive to locate healthy food stores so that all residences are within walking distance of a healthy food store or a store with healthy options. Prioritize healthy food supplies in economic development efforts and encourage and facilitate farmer's markets, mobile health food markets and healthy food in convenience markets.

Policy HW/EJ - 9.3 Support the farmers' market in the City with the goal of having year-round farmers' markets. Support the location of new farmer's market near DACs wherever feasible.

Policy HW/EJ - 9.4 Explore the creation of a local tobacco retail licensing program to reduce minors' illegal access to tobacco.

Policy HW/EJ - 9.5 Set an example, at City events, by providing healthy food and beverage options in City facilities and at City-sponsored events, which include vending machines, snack bars, and food and beverages served at meetings and events. Continue to support the soda free summer campaign.

Policy HW/EJ - 9.6 Conduct healthy eating education campaigns to inform food retailers and institutions that serve food to residents about healthy food options.

Policy HW/EJ - 9.7 Conduct healthy eating education campaigns around nutrition and physical activity to all residents, especially those in DACs. Provide free nutrition classes to DACs.

Policy HW/EJ - 9.8 Work with school districts to ensure that healthy food options are available and more accessible than unhealthy food options in all schools.

Policy HW/EJ - 9.9 Explore the feasibility for creating "edible school yards" that provide gardens and gardening programs on school property.

Policy HW/EJ - 9.10 Work with non-profits and regulatory agencies to explore the potential for creating, expanding and sustaining local urban agriculture, including community gardens, aquaponics, orchards, and farmers' markets and other sources of locally grown, organic foods. Unblock any code barriers that may exist to deter this type of land use.

Policy HW/EJ - 9.11 Support efforts to use vacant land for local agriculture, unblocking any code barriers that may exist.

Policy HW/EJ - 9.12 In collaboration with the County Health Department and community organizations, develop and implement a program to encourage new and existing neighborhood food trucks, convenience stores, supermarkets, liquor stores and neighborhood and ethnic markets to stock fresh produce, meats and dairy, 100% juices and whole-grain products.

Policy HW/EJ - 9.13 With City marketing materials, distribute information on the benefits of healthy eating.

Policy HW/EJ - 9.14 With City marketing materials, distribute information on food assistance programs.

Policy HW/EJ - 9.15 Expand hours and locations for City sponsored food distribution programs and assist neighbors in arranging ride share to the existing program sites or other food distribution locations.

Policy HW/EJ - 9.16 Continue to support the Free Lunch programs for children.

Policy HW/EJ - 9.17 Continue to support the Reduced Lunch programs for seniors.

Improve Air Quality and Reduce Pollution Exposure

GOAL HW/EJ - 10 ***Promote land use and development patterns that reduce greenhouse gas emissions, improve respiratory health, enhance air quality and reduce climate change impacts in disadvantaged communities.***

Policy HW/EJ - 10.1 Promote land use patterns that reduce driving and promote walking, cycling, and transit use.

Policy HW/EJ - 10.2 Discourage locating truck routes on primarily residential streets and in DACs.

Policy HW/EJ - 10.3 Pursue funding for and implement transportation projects, policies, and guidelines that improve air quality.

Policy HW/EJ - 10.4 Continue to promote and support transit improvements or public facilities that are powered by electricity, solar, alternative fuels (i.e., CNG or LNG), or that meet or exceed SULEV (Super Ultra Low Emissions Vehicle) emission standards.

Policy HW/EJ - 10.5 Require landscaping, ventilation systems, double-paned windows, setbacks, barriers, air filters and other measures to achieve healthy indoor air quality and noise levels in the development of new sensitive land uses.

Policy HW/EJ - 10.6 Continue purchase or lease of fuel-efficient and low-emissions vehicles for City fleet vehicles. Include electric vehicle charging stations and priority parking for alternative fuel vehicles at all public facilities. Require Electric Vehicle (EV) charging stations and EV priority parking in all new private development.

Policy HW/EJ - 10.7 Prohibit new sources of air pollutant emissions in the disadvantaged communities to minimize impacts on the population, especially children and the senior community and encourage any existing sources of emissions to use feasible measures to minimize emissions that could impact air quality.

Policy HW/EJ - 10.8 Working with Caltrans, determine what if any mitigation measures can be implemented to reduce air quality impacts from freeway adjacencies, particularly impacting the DACs.

Policy HW/EJ - 10.9 Consider any potential air quality impacts when making land use or mobility decisions for new development, even if not required by California Environmental Quality Act.

Policy HW/EJ - 10.10 Consider adopting a Second-Hand Smoke Ordinance to reduce exposure to harmful effects of second-hand smoke in indoor and outdoor areas. Continue to make efforts to protect vulnerable populations, such as children and seniors from exposure to second-hand smoke.

Policy HW/EJ - 10.11 Distribute information on how to reduce or eliminate sources of indoor air pollution.

Policy HW/EJ - 10.12 Conduct a public information campaign to let residents living within 1,000 feet of a freeway know what the risks are and what mitigation measures they can take. These would include things such as installing high-efficiency air filters, keeping windows closed in the early morning, refraining from outdoor exercise in the mornings, installing thick landscaping, reducing driving, and using public transport instead.

GOAL HW/EJ - 11 ***Promote land use and development patterns that reduce greenhouse gas emissions and reduce climate change impacts in DACs.***

Policy HW/EJ - 11.1 Prepare a Climate Action Plan to identify ways to reduce citywide GHG emissions and minimize the impacts of climate change on Placentia residents.

Policy HW/EJ - 11.2 Create an "Urban Forest" Plan to address the need for planning, planting, and maintaining trees in the City and DACs to mitigate heat exposure for Placentia residents. The plan should focus on providing shade trees to reduce the "heat-island" effect.

Policy HW/EJ - 11.3 Commit to planting street trees along all streets located in the DACs by 2023.

Policy HW/EJ - 11.4 Consider creation of a "Green Roof" program or provide incentives to construct green roofs in the City to minimize the "heat-island" effect in DACs.

GOAL HW/EJ - 12 ***Take measures to reduce pollution exposure and improve air quality in disadvantaged communities.***

Policy HW/EJ - 12.1 Review and update City regulations and/or requirements, as needed, based on improved technology and new regulations including updates to the Air Quality Management Plan (AQMP) and rules and regulations from South Coast Air Quality Management District (SCAQMD).

Policy HW/EJ - 12.2 In reviewing development proposals, site sensitive receptors (i.e., residences, schools, playgrounds, childcare centers, athletic facilities, churches, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes) away from significant pollution sources to the maximum extent feasible.

Policy HW/EJ - 12.3 Avoid locating new homes, schools, childcare and elder care facilities, and health care facilities within 500 feet of freeways, urban roads with 100,000 vehicles/day, or rural roads with 50,000 vehicles/day.

Policy HW/EJ - 12.4 Avoid siting new sensitive land uses within 1,000 feet of a distribution center (that accommodates more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units (TRUs) per day, or where TRU unit operations exceed 300 hours per week).

Policy HW/EJ - 12.5 Avoid siting new sensitive land uses within 1,000 feet of a major service and maintenance rail yard.

Policy HW/EJ - 12.6 Require project proponents to prepare health risk assessments in accordance with CARB and SCAQMD

recommended procedures if new land uses are proposed within the distances described above for freeways, distribution facilities, and rail yards.

Policy HW/EJ - 12.7 Re-designate truck routes away from sensitive land uses including schools, hospitals, elder and childcare facilities, or residences, where feasible.

Policy HW/EJ - 12.8 Reduce industrial truck idling by enforcing California's five (5) minute maximum law, requiring warehouse and distribution facilities to provide adequate on-site truck parking, and requiring refrigerated warehouses to provide generators for refrigerated trucks.

Policy HW/EJ - 12.9 The City shall continue to minimize stationary source pollution through the following:

- Ensure that industrial and commercial land uses are meeting existing SCAQMD air quality thresholds by adhering to established rules and regulations.
- Encourage the use of new technology to neutralize harmful criteria pollutants from stationary sources.
- Reduce exposure of the City's sensitive receptors to poor air quality nodes through smart land use decisions.

Policy HW/EJ - 12.10 Encourage non-polluting industry and clean green technology companies to locate to the City.

Policy HW/EJ - 12.11 Work with the industrial business community to improve outdoor air quality through improved operations and practices.

Policy HW/EJ - 12.12 During the design review process, encourage the use of measures to reduce indoor air quality impacts (i.e., air filtration systems, kitchen range top exhaust fans, and low-VOC paint and carpet for new developments busy roadways with significant volumes of heavy truck traffic).

Promote Equitable Development and Design

GOAL HW/EJ - 13 ***Promote green, attractive and sustainable development and practices to support a healthy local economy, protect and improve the natural and built environment, improve the air quality and quality of life for all residents.***

Policy HW/EJ - 13.1 Work towards reducing the overall energy footprint from residential, industrial, transportation and City operations.

Policy HW/EJ - 13.2 Require energy and resource efficient buildings and landscaping in all public and private development projects.

Policy HW/EJ - 13.3 Develop green infrastructure standards that rely on natural processes for storm water drainage, groundwater recharge and flood management.

Policy HW/EJ - 13.4 Promote the generation, transmission and use of a range of renewable energy sources such as solar, wind power and waste energy to meet current and future demand and encourage new development and redevelopment projects to generate a portion of their energy needs through renewable sources.

Policy HW/EJ - 13.5 Promote efficient use of energy and conservation of available resources in the design, construction, maintenance and operation of public and private facilities, infrastructure and equipment.

Policy HW/EJ - 13.6 Promote waste reduction and recycling to minimize materials that are processed in landfills. Encourage residents and businesses to reduce waste and minimize consumption of goods that require higher energy use for shipping and packaging. Encourage composting to reduce food and yard waste and provide mulch for gardening.

Policy HW/EJ - 13.7 Promote water conservation and recycled water use. Implement water conservation efforts for households, businesses, industries and public infrastructure.

Policy HW/EJ - 13.8 Continue to implement the City's Green Building Code and update as appropriate. Require newly-constructed or renovated City-owned and private buildings and structures to comply with the Green Building Ordinance. Encourage LEEDS certification for commercial, industrial and public projects.

Policy HW/EJ - 13.9 Encourage development patterns that create new employment and housing opportunities to be within reasonable distance to high-frequency transit service. Promote and support high-density, mixed-use development near existing and proposed high-frequency transit service and in proposed and existing commercial areas.

Policy HW/EJ - 13.10 Promote land use patterns that are transit, bicycle, and pedestrian-oriented and have a mix of uses, especially neighborhood serving businesses, within walking distance of homes and workplaces. Encourage multi-modal transportation with land use patterns that are transit, bicycle and pedestrian- oriented, and have a mix of uses.

Policy HW/EJ - 13.11 Support and encourage development of a range of housing types that meet the needs of all population groups including seniors, large and small families, low and middle-income households and people of all abilities. Encourage new projects to include a range of housing types including single-

family residences, townhomes, condominiums and rental units.

Policy HW/EJ - 13.12 In order to encourage the development of affordable housing units, consider reducing or removing the minimum parking requirement for affordable multi-family developments.

Policy HW/EJ - 13.13 Promote mixed-income development and inclusion of affordable housing units in all neighborhoods. Encourage the integration of market rate housing with affordable units at the project level, as well as at the neighborhood level. Affordable housing units should be located close to community and retail amenities such as parks, full-service grocery stores, local public transit stops, retail and public services.

GOAL HW/EJ - 14 ***Improve the quality of built and natural environments to support a thriving community and to reduce disparate health and environmental impacts, especially to low-income and disadvantaged communities.***

Policy HW/EJ - 14.1 Work with businesses and industry, residents and regulatory agencies to reduce the impact of direct, indirect and cumulative impacts of stationary and non-stationary sources of pollution such as industry, railroads, diesel trucks, oil refineries, and busy roadways.

Policy HW/EJ - 14.2 Strive for *Tree City USA* designation. Protect and expand tree resources within the City and promote trees as economic and environmental resources for the use, education and enjoyment of current and future generations.

Policy HW/EJ - 14.3 In urban forest management planning, focus efforts for planting street trees in the disadvantaged communities.

Policy HW/EJ - 14.4 Regularly review and update the noise ordinance to regulate noise-generating activities and proposed developments near noise-generating activities based upon changes in state law.

Policy HW/EJ - 14.5 Monitor changes in technology that will prevent and mitigate transportation-related noise and air quality impacts on residential and sensitive uses in the community. Support traffic and highway improvements that will reduce noise and air quality impacts of vehicles. Alternatives to sound walls should be considered where possible.

Policy HW/EJ - 14.6 Support improvements to private buildings and commercial/residential developments through façade improvement programs.

Policy HW/EJ - 14.7 Consider zoning that prohibits the construction of new sensitive uses within 1,000 feet of a freeway.

Promote Civic Engagement in Public Decision Making and Prioritize Improvements for Disadvantaged Communities

GOAL HW/EJ - 15 ***Provide public education, collaborations, and meaningful civic engagement in local decision-making processes that promote positive health outcomes and the health and well-being of residents.***

Policy HW/EJ - 15.1 Promote, sponsor and support a variety of community events focused on health and wellness, fitness, weight-loss programs, and similar activities. Consider a health theme at summer and holiday activities.

Policy HW/EJ - 15.2 To promote social cohesion, encourage activities, such as block parties and community-wide social events, that strengthen neighborhood social cohesion and the overall identity of the City.

Policy HW/EJ - 15.3 Conduct annual community events focusing on health and wellness. Consider waiving the fee for health and wellness booths at community events.

Policy HW/EJ - 15.4 Have City Hall open houses and tours and specifically invite the disadvantaged communities by individual mailings.

Policy HW/EJ - 15.5 Distribute, house-to-house in DACs, City information such as numbers to call for enforcement, programs, housing needs, and general City information.

Policy HW/EJ - 15.6 Conduct City Council visits to disadvantaged neighborhoods to encourage discussion on items that affect the residents and businesses. Have Council accompanied by representatives from Police, Code Enforcement, Development and Community Services, and other departments. Host an annual community walk with the Mayor and other Council members.

Policy HW/EJ - 15.7 Conduct annual community or town hall meetings in the disadvantaged communities. Include a translator at these meetings so that all residents can engage.

Policy HW/EJ - 15.8 Specifically invite residents from disadvantaged communities to become board, commission, and task force members as openings occur.

Policy HW/EJ - 15.9 Dedicate one City Council meeting per year to the disadvantaged communities, having staff update the Council on improvements made and further needs of the residents and business owners in those communities. Provide translation headsets at all City Council meetings so that residents can engage first hand with the content of the meetings.

Policy HW/EJ - 15.10 Partner with and support the efforts of any non-profits that focus on programs and activities for the disadvantaged communities.

Policy HW/EJ - 15.11 Provide city support for residents' ideas for improving their communities, such as a bookmobile for children.

Policy HW/EJ - 15.12 Consider installing signage at neighborhood markets in disadvantaged communities to promote and advertise city meetings, and other public announcements.

GOAL HW/EJ - 16 ***Create and improve city systems whereby improvements and programs are prioritized for disadvantaged communities.***

Policy HW/EJ - 16.1 Where possible, the City shall prioritize spending of general funds for recreation, air quality and other environmental improvements, community programming, public infrastructure improvements in disadvantaged communities and fiscal decisions should be based on this priority.

Policy HW/EJ - 16.2 During annual budget season, each City department should prioritize the needs of those in disadvantaged communities when making budget recommendations. In this way, all City departments will lend focus to those needs and consider them in a coordinated manner during budget research and formulation.

Policy HW/EJ - 16.3 Each City department shall prioritize the needs of those in disadvantaged communities when developing their workplans wherein they allocate staff time and financial resources. The departments shall come together, during the budget formation, to ensure consistency and reduce duplication of programs and services for the disadvantaged communities and streamline efforts where feasible. Workplans should have specific, measurable goals, with achievable deadlines. An annual analysis of spending in disadvantaged communities versus the City at-large would help the City understand where it may want to seek grants or focus spending.

Policy HW/EJ - 16.4 The City shall seek grants that will specifically help the issues in the disadvantaged communities such as safe housing, increased tree coverage, recreational resources, environmental concerns, air quality, and other issues.

GOAL HW/EJ - 17 ***Promote equitable access to economic opportunities that provide the material and social means for human development and upward mobility.***

Policy HW/EJ - 17.1 Expand and diversify the local employment base to provide quality jobs for Placentia residents.

Policy HW/EJ - 17.2 Support and expand jobs-skills training and recruitment programs and services. Collaborate with educational institutions, employers, unions and the local workforce development programs to strengthen services for Placentia youth and adults.

Policy HW/EJ - 17.3 Promote and support locally-owned and cooperative enterprises and businesses, particularly along major corridors, to maximize economic stability and community benefits for Placentia residents and business owners.

Policy HW/EJ - 17.4 Develop a coordinated small business development program or work with other small business organizations to provide support to existing and new small businesses, such as providing shared spaces that can be used by retail and start-ups in the same space.

Policy HW/EJ - 17.5 Encourage existing businesses and industries to become increasingly environmentally-progressive and continue making positive contributions to the community. Together with regulatory agencies, actively work with local industries to ensure compliance with all applicable environmental regulations to limit pollution and protect the community from environmental hazards.

Policy HW/EJ - 17.6 Encourage businesses and industries to hire locally when possible, participate in civic life and play a positive role in the community.

Policy HW/EJ - 17.7 Encourage the production of food at a local level leading to more jobs and reduced food costs.

Policy HW/EJ - 17.8 Consider a Buy Local program to promote residents buying their goods and services within the City, thereby promoting a healthy local economy and reducing vehicle trips.

Policy HW/EJ - 17.9 Encourage new and existing retailers to take an interest in the health of the community by providing and promoting healthy goods and services. Encourage discounts of healthy food items. Adopt a Healthy Food Store Incentive program, to encourage stores to stock fresh and healthy food.

Appendix B

Resumes

Asha Bleier, AICP, LEED AP BD+C

Principal

Asha Bleier is a multi-disciplinary planner with 15 years' experience in land use, housing and environmental planning. She specializes in the preparation and coordination of highly complex and controversial long-range planning projects, such as general plans, community plans, specific plans and design guidelines. Her diverse experience includes navigating complicated zoning codes, permitting processes, and entitlements in various jurisdictions throughout Southern California. Ms. Bleier is well versed in all areas of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), as well as facilitating community outreach workshops and events to effectively address participants' concerns.

Ms. Bleier currently serves as the professional development officer for the California State chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.

Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis), 2005

Certifications

AICP, issued 2012
AIA Associate, No. 30528635
LEED AP BD+C

Professional Affiliations

American Planning Association
American Institute of Architects
U.S. Green Building Council
Women in Architecture

Project Experience

Housing, Safety, and Environmental Justice Elements Updates, City of Highland, California. Ms. Bleier is managing the comprehensive update of the City of Highland's Housing and Safety (including Environmental Justice) Elements, and the CEQA process. Dudek staff are preparing a detailed assessment of the hazards affecting the City of Highland, when they will occur, where the City of Highland is most vulnerable and what communities are most impacted by hazards. Dudek is preparing a Vulnerability Assessment and Capability Assessment to support the planning effort. Dudek is also collaborating with the City to create a virtual outreach hub including news/events, resources and other project details, in addition to three online public workshops. The team includes Veronica Tam as housing advisor.

Housing, Safety, and Environmental Justice Elements Updates, City of El Cajon, California. Ms. Bleier serves as principal planner providing overall team coordination as extension of staff for the City of El Cajon's update to Safety, Environmental Justice and Housing General Plan Elements. The Safety Element will identify hazards facing the city and anticipated effects of climate change. The Environmental Justice Element takes special focus in those communities in census tracts which face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners will create policy to increase community access to food, parks, and active transportation. The team includes Veronica Tam Associates for preparation of the Housing Element. Ms. Bleier oversees preparation of the Elements, coordinates monthly team meetings and manages the project portal for information sharing. Ms. Bleier is also assisting the City with the public outreach plan, including virtual support for the City.

Housing Elements Update, County of Los Angeles, California. Ms. Bleier is managing the comprehensive update of the County of Los Angeles's Housing Element and the CEQA process. The project is the 6th Cycle Housing Element Update, which anticipates the designation of approximately 90,000 housing units across Los Angeles County to meet state-mandated RHNA goals and objectives. Dudek is acting as an extension of public agency staff, and collaborating with

Veronica Tam Associates. Dudek is also preparing the Program EIR and associated technical work that includes analysis of biological resources, air quality, noise, energy, greenhouse gas emissions, cultural resources, historic resources, and traffic.

Mira Mesa Community Plan Update, City of San Diego, California. Serving as project manager and extension of staff for the City of San Diego's update to the Mira Mesa Community Plan, which spans approximately 10,700 acres located between Interstate 805 and Interstate 15.The community is home to approximately 73,000 residents and its businesses employ approximately 75,000 people. The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply and sustainable mobility solutions. The Dudek team prepared an urban framework map, assisted with advisory committee meetings and outreach to inform the public and gain feedback, and provided communitywide assessments of geologic hazards and hazardous materials. Ms. Bleier is also managing the preparation of the program EIR, which includes area wide historic resource constraints analysis, biological resources, utilities, air quality, greenhouse gas emissions, noise and other environmental topics

University Community Plan Update, City of San Diego, California. Serving as project manager and extension of staff for the City of San Diego's update to the University Community Plan. The Dudek team is preparing a program EIR to analyze the comprehensive update to the University community plan. The updated Community Plan will consider current conditions, citywide goals in the Climate Action Plan and the General Plan, and community specific goals to provide direction for the long-term development of the community. University's shopping, corporate headquarters, research and development facilities, outdoor recreational amenities, and the University of California San Diego (UCSD) attract visitors from across the region.

General Plan, City of Lemon Grove, California. Served as project manager for sustainable communities grant application and environment review of the General Plan Update, Climate Action Plan, and Downtown Specific Plan Program EIR for the City of Lemon Grove. The City's General Plan Update and Downtown Specific Plan expand smart growth opportunities through zoning for mid-rise mixed-use development adjacent to transit stops, expand on neighborhood commercial areas to promote walkability within established neighborhoods and advance mobility hub concepts to encourage multimodal travel options.

General Plan, City of Carlsbad, California. Served as a member of the environmental planning team to assist in the process of a General Plan Update for the City of Carlsbad. Prepared working papers that served as a foundation for updating the goals, policies, and programs in the open space and natural environment, history, arts, and cultural resources elements of the City's General Plan. Provided direction regarding potential environmental constraints for the formulation of land use alternatives in accordance with CEQA requirements, and worked closely with the team on policy development.

De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment, San Diego, California. Serving as project manager for the highly controversial De Anza Cove Revitalization Plan and EIR. The project serves regional recreation needs, including guest housing (recreational vehicles and other low cost camping facilities); contributes to the park's water quality, including creating additional wetlands; facilitates hydrologic improvements to safeguard the viability of marsh areas; provides a waterfront trail, viewing areas, and other passive recreational features to enhance public use of the study area; and ensures leaseholds support the Mission Bay recreation use. The planning effort includes a robust community outreach and engagement process consisting of multiple open houses and community workshops.

Renewable Energy Ordinance Program EIR, County of Los Angeles, California. Served as project manager for preparation of a county-wide EIR that analyzed a comprehensive update to the Renewable Energy Ordinance Program. The County of Los Angeles Department of Regional Planning prepared an update in effort to encourage

small and utility scale development throughout the County. The Program EIR analyzed potential impacts such as biological resources, noise, land use compatibility, fire hazards, etc.

Tiered Equine Ordinance, County of San Diego, California. Served as deputy project manager for preparation of an EIR for an ordinance that governs equine uses within the entire County of San Diego. The Tiered Equine Ordinance was amended to develop a tiered permitting process for commercial horse stables. The ordinance updated regulations and streamlined the permit process for equine operations in order to better facilitate the development of such uses within the County, while ensuring compliance with local, state and federal equine regulations and utilizing sound management principles. Environmental design considerations included fire protection and vector control. The EIR was unique in that it included both program level and project level analysis.. Other key issues analyzed included traffic, air quality, hazards and land use.

Wind Energy Ordinance, County of San Diego, California. Served as deputy project manager for preparation of an EIR for an amendment to the county's Wind Energy Ordinance. The amendment consisted of updating regulations for large wind turbines, allowing small wind turbines without a discretionary permit, allowing temporary Meteorological Testing (MET) facilities that comply with the height designator without a discretionary permit, and streamlining the overall approval process for development of wind energy facilities countywide. The EIR included both project-level and program-level analysis. Aesthetics, fire hazards, land use compatibility, noise, biological resources, and cultural resources were a few of the key issues analyzed in the EIR.

San Jacinto Campus Master Plan Program Environmental Impact Report (PEIR), Mt. San Jacinto Community College District, San Jacinto, California. Served as project manager for the preparation of a PEIR for the San Jacinto Campus Master Plan. The project fosters student and employee engagement by providing organizational hierarchy around a properly scaled student quad, circulation elements, and public plazas to improve the integration of land uses, and a functional use of space. The project creates a cohesive campus core, or epicenter, and features a central monument denoting the intersection of all functions on the campus grounds. In order to achieve this, the project proposes the phased demolition of all existing buildings and construction of an entirely new campus over a 30-year time frame. The project also incorporates many sustainable design features including, but not limited to, a one megawatt (MW) solar field component. Main environmental topics covered in the PEIR include traffic, aesthetics, GHG emissions, air quality, noise, public utilities and services, biology, and cultural resources.

SeaWorld Master Plan Update, San Diego, California. Served as project manager for the SeaWorld's Master Plan Update and EIR to accommodate the relocation and development of a hotel/resort and associated facilities, low-cost visitor-serving accommodations, and a comprehensive update to reflect the evolution of uses in the park. The SeaWorld Master Plan Update provides guidelines for the leasehold and each of the five major areas of the park. The development parameters found in the Development Criteria are intended to ensure that future development will be distributed and constructed in a manner that, to the extent feasible, minimizes impacts to the established visual quality of Mission Bay. To achieve this goal, the SeaWorld Master Plan Update includes a height allocation, design guidelines, shoreline and bulk plane setbacks, and landscape guidelines. The design guidelines address landscaping, lighting, signs, and architecture. The project also includes a Local Coastal Program Amendment, Community Plan Amendment.

The Villages Specific Plan, Escondido, California. Served as project manager for the preparation of an environmental impact report (EIR) for a controversial project that proposed the conversion of a former 18-hole golf course to residential use. The Project includes a total of 392 residential homes; approximately 48 acres of permanent open space with active greenbelts; parks; and recreational, social, and community amenities. Managed the EIR and worked with the design team to inform preparation of the Specific Plan design guidelines and development parameters based on environmental opportunities and constraints. Also assisted the City to implement multiple open house community engagement workshops.

Shannon Wages, AICP

Urban Planner

Shannon Wages is an urban planner with 18 years' experience specializing in managing long-range planning documents as well as complex land use entitlement projects. Ms. Wages has successfully managed the preparation of multiple general plans, specific plans, zoning ordinances, housing elements, downtown plans, visioning plans, corridor studies, and economic feasibility studies. She has received several awards from the American Planning Association (APA) for her planning projects. Ms. Wages considers community outreach central to any project, and develops outreach strategies that reach broadly and deeply into a community and puncture each phase of the planning process. Ms. Wages also helps cities implement their plans through entitling development projects or assisting with funding and financing mechanisms. She combines her experience in planning, urban design, development, and community outreach to achieve desired projects that realize the community's goals and objectives. From planning and conceptual design, to certificates of occupancy, she is involved throughout the process, facilitating positive growth and change in the communities she represents.

Education

University of Southern California
MA, Urban Planning/Design, 2003

Brigham Young University
BA, Humanities/Spanish, 2000

Certifications

American Institute of Certified Planners (AICP)

Project Experience

Housing, Safety, and Environmental Justice Elements, City of El Cajon, California. Dudek is providing overall team coordination as an extension of staff for the City of El Cajon's Housing, Safety and Environmental Justice Element. Ms. Wages is overseeing the Housing Element Update and ensuring that all elements are internally consistent with each other and the City's General Plan. The Housing Element will identify appropriate sites for the additional 3,000 units needed to meet the RHNA and provide a roadmap to implement specific objectives with funding sources and responsible agencies. The Safety and Environmental Justice Elements provide a succinct assessment of the natural hazards, climate change effects, and public health issues facing the City of El Cajon and provides specific and actionable policy that address safety needs community wide, as well as policies specific to the disadvantaged communities.

Eastern Coachella Valley Action Plan for Climate Resilience; Coachella Valley Association of Governments. Shannon Wages served as project manager for the Eastern Coachella Valley's Action Plan for Climate Resilience. Ms. Wages and team worked with local stakeholders and regional agencies to identify policy gaps in creating projects that are resilient to climate-related hazards and eligible for grant funding, and performed a disruptive trend analysis to discuss trends and technology in housing and sustainability that have emerged since many of the regional plans were originally written. The Final Action Plan serves as an implementing document to fund green infrastructure, affordable housing, parks, and transportation projects with broad community support and specific funding sources.

Highland Housing, Safety, and Environmental Justice Elements; City of Highland, California

Shannon Wages is leading Highland's Housing Element update. The Housing Element will identify appropriate sites needed to meet the RHNA. Ms. Wages is helping to develop programs to implement the Housing Element that are consistent with state law and are suited to meet the specific needs of the community. Ms. Wages is also overseeing the preparation of a detailed assessment of the hazards affecting the City of Highland, when they may occur, where the City of Highland is most vulnerable, and which communities are most impacted by hazards. As part of this effort, Dudek is participating in the creation of a virtual outreach hub, including news/events, resources, and other project details, in addition to three online public workshops.

Placentia General Plan Update and EIR, City of Placentia, California

Shannon Wages serves as principal in charge of the Placentia General Plan Update (GPU), overseeing a contract project manager and general plan leadership team to update all required elements of a General Plan in addition to the topics of sustainability, economic development, and health and wellness. The Safety Element equitably addressed the future needs of the community, including the City's most vulnerable and underserved populations. The Safety Element policies seek to minimize potential dangers to residents, workers, and visitors and to reduce the level of economic and property loss due to a potential disaster. It also describes the emergency preparedness, response and recovery programs to be used before, during and after crisis situations. The California Attorney General's office recognized the City of Placentia's Health, Wellness, and Environmental Justice Element as model policy and the city was awarded two APA awards for the General Plan, including an Award of Excellence for the Health, Wellness, and Environmental Justice Element.

Pismo Beach General Plan Update, City of Pismo Beach, CA

Dudek is leading an update of the City's combined General Plan and Local Coastal Plan (GP/LCP). The planning process began with the team's preparation of a vulnerability assessment to address sea level rise and other coastal and climate hazards; an adaptation plan specifically for addressing sea level rise impacts on the City; and user-friendly, graphic fact sheets to guide the GP/LCP update and quickly communicate the key issues and opportunities to the public. Dudek is completing updates to the City's Land Use, Conservation Open Space, Safety, and Noise elements of the GP/LCP pursuant to both State and Coastal Act requirements. For the Safety Element, Dudek created climate-adaptation policy that addressed sea level rise, bluff retreat, and wildfire. Dudek is preparing goals, policies, and programs to create a GP/LCP that proactively responds to state law, climate change, and the desires of the community to retain a safe, resilient, and small-town beach community.

Sierra Madre GPU and EIR, City of Sierra Madre, California

Shannon Wages was the project manager for the City of Sierra Madre's GPU and EIR. The GPU focused on maintaining the City's small-town mountain feel, preserving and improving the character of existing neighborhoods, and enhancing aging structures to meet current building standards and contemporary market needs. One of the unique qualities of this planning effort was the grouping of volunteers in topical committees to assist with collecting data, taking photos, identifying issues, and recommending policies and mitigation measures, resulting in a truly community-driven GPU. Ms. Wages directed the process and peer reviewed each element to comply with state law, maintain internal consistency, and conform with the community vision. Ms. Wages also designed the outreach program and attracted a high level of community involvement throughout the process. The project included preparing a comprehensive EIR to analyze the environmental impacts associated with adoption and implementation of the GPU. Key environmental issues included air quality, GHG emissions, historic resources, noise, and transportation and traffic.

General Plan Update, Zoning Code Update, Climate Action Plan, Airport Land Use Compatibility Plan and EIR, City of Upland, California. Shannon Wages was the project manager for this multiyear, multi-plan project, which provided a comprehensive and integrated blueprint for growth and preservation of the City of Upland. The General Plan is user friendly and included all required General Plan elements in addition to economic sustainability, community character, and health. The GPU process included an extensive public participation and outreach program that played a key role in the development of focused goals and policies in each element. The Climate Action Plan (CAP) identified strategies to reduce greenhouse gas emissions in the City in accordance with state and regional goals. The Zoning Code was also comprehensively updated to facilitate consistency with, and

implementation of, the General Plan. The program EIR analyzed the environmental impacts associated with adoption and implementation of the GPU. Key issues included air quality, greenhouse gas emissions (GHG), historic resources, noise, and transportation and traffic. The EIR has successfully helped streamline subsequent development projects in accordance with the General Plan Vision.

Grapevine Community/Specific Plan and Special Plan, Tejon Ranch, California

The Grapevine Community/Specific Plan and Special Plan was a multiyear master planning project in Tejon Ranch located in the San Joaquin Valley floor and adjacent foothills of Kern County. Shannon Wages managed the preparation of the Community/Specific Plan and Special Plan, which sets forth the goals, policies, and implementation measures to guide future development within the plan area. The Specific Plan addresses topics of land use, circulation, noise, housing, safety, and financing. The Special Plan creates new zoning districts and specialized development standards to achieve a new community that balances job creation and new home sites, ecological sensitivity, and a continued dedication to agriculture.

Rose Newberry, AICP

Planner

Rose Newberry is a planner with 6 years' experience specializing in climate action and adaptation planning, general plans, and master planning documents. Ms. Newberry has extensive knowledge of California's climate change and environmental justice regulation as it relates to both planning requirements and available funding opportunities for disadvantaged communities. She has extensive experience performing localized spatial analysis to determine vulnerable communities and siting grant competitive projects. Ms. Newberry's wide-ranging knowledge of greenhouse gas reduction calculations and natural science coupled with her background in municipal policy and planning give her a unique perspective on implementing measurable and effective local policy.

Ms. Newberry was the lead planner on the East Coachella Valley Action Plan for Climate Resilience which was recently selected for a Merit Award within the Innovation in Green Community Planning by the Inland Empire Section of the American Planning Association.



Rose Newberry

Education

California Polytechnic State University, San Luis Obispo

MCRP, Environmental Planning and Sustainability

Humboldt State University
BS, Environmental Management and Protection/Natural Resources Planning

Certifications

AICP No. 31064

Professional Affiliations

American Planning Association

American Society of Adaptation Professionals

Association of Environmental Professionals

Project Experience

Safety and Environmental Justice Element, City of Highland, California. Ms. Newberry is leading the update of the City's Public Health and Safety Element to include Environmental Justice. Ms. Newberry is creating an easy-to-understand background report that describes the what, when, where, who and how of each hazard, clearly outlining the potential impacts and affects to vulnerable communities. Ms. Newberry is also clearly outlining each public health hazard and how it affects disadvantaged communities in Highland.

Housing, Safety, and Environmental Justice Elements, City of El Cajon, California. Dudek is providing overall team coordination as an extension of staff for the City of El Cajon's Housing, Safety and Environmental Justice Element. Ms. Newberry is spearheading the Safety Element. In this role she is identifying hazards that threaten the City's important infrastructure and vulnerable communities. She is evaluating how the City is already mitigating, preparing, responding, and ready to rebuild from hazard events. She is using this analysis to create locally relevant policy that responds to the community's specific needs and implements a range of community goals.

Pismo Beach General Plan, Pismo Beach, California. Ms. Newberry is serving as Deputy Project Manager for the Pismo Beach General Plan. In this role, Ms. Newberry reviewed applicable State regulation, general plans, and Office of Planning and Research guidelines to determine the appropriate scope and outline of the Land Use, Conservation and Open Space, Safety, and Noise Elements. Ms. Newberry lead the development of applicable goals, policies, and programs to create a General Plan that proactively responded to State law, climate change, and the desires of the community to retain a small-town atmosphere.

General Plan, City of Lemon Grove, California. Ms. Newberry served as member of the planning team for the City's General Plan Update Process in charge of the Climate Adaptation Chapter. The project is a vision document which guides development policies informed by community goals. Tasks included assessing vulnerable communities within the City, collecting climate change data, processing public input, and crafting local climate adaptation policy.

Regional Resilience Tool. San Diego County, California. Dudek is developing the San Diego Regional Resilience Tool for the San Diego Association of Governments. In this role Ms. Newberry is creating a framework to rank adaptation measures by their feasibility, cost, co-benefits, and environmental justice impacts. The tool will use ordinal rankings for these measures to help local governments best identify strategies that meet the needs of their communities. Dudek is also authoring a tool kit to help regional governments understand recent legal requirements and align their planning efforts to meet the applicable climate and environmental justice regulations.

Climate Adaptation Plan. City of Rialto, California. Ms. Newberry is serving as the Project Manager for the Rialto Climate Adaptation Plan. In this role, Ms. Newberry developed a down-scaled vulnerability assessment to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek is creating specific equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. These measures will assist Rialto in evaluating if the plan meets the specific needs of disadvantaged communities in the city. Ms. Newberry also lead a capability assessment which reviewed local plans, policies, and programs to evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English capabilities. Ms. Newberry manages the GIS database for the City and is responsible for data collection and identifying adaptation strategies that use data for implementation and tracking. the Western Riverside Council of Governments and San Bernardino County Transit Authority regional adaptation guidance plan, Resilient IE, to determine which regional policies are applicable to the City of Rialto based on the hazards it faces and existing environmental justice concerns, such as existing air pollution from heavy truck traffic warehouse distribution centers in the City of Rialto.

Eastern Coachella Valley Action Plan for Climate Resilience. Coachella Valley, California. Ms. Newberry served as Deputy Project Manager for the Eastern Coachella Valley's Action Plan for Climate Resilience. Ms. Newberry worked with local stakeholders and regional agencies to create projects that are resilient to climate-related hazards, eligible for grant funding, and help the residents of the eastern Coachella Valley live, work, and play in healthy and safe communities. Ms. Newberry helped design and interpret public engagement activities with rural disenfranchised farm-worker communities to understand their basic needs and how those needs could be funded though climate adaptation grants.

Ms. Newberry authored technical assistance with outlined the funding requirements for designated disadvantaged communities and created a simple narrative for each of the five communities in the planning area to assess the specific community needs including: access to public services, transit dependence, housing habitability, and park and tree cover. These indices were coupled with custom grant specific matrices which were used to determine grant competitive climate adaptation projects generated during the public outreach process.

Transformative Climate Communities Planning Grant. City of Bakersfield, California. Ms. Newberry is serving as Project Manager for the Bakersfield Transformative Climate Communities Plan. This plan is an extension of the City's planning efforts, chiefly the Downtown Vision Plan, and identifies projects that support the development of housing, employment, and active transportation through Cap and Trade as well as other State-level funding sources. Ms. Newberry is leading a qualitative and GIS based review of City plans and policy to identify projects that are most competitive for grant funding based on their defensible greenhouse gas reductions and community support.

San Bernardino County Transportation Authority Sustainability Staff Support. San Bernardino County, California. Ms. Newberry served as Peer Reviewer for the San Bernardino County "Resilient IE" Regional Climate Adaptation Plan. Ms. Newberry's tasks included: reviewing and identifying regional sustainability strategies, ensuring model policy is applicable and attainable to smaller jurisdictions, reviewing policy for its compliance with environmental justice regulation and guidance from the Attorney General. In this role, Ms. Newberry worked with agency staff and other consultants to ensure the document clearly communicated the State requirements of environmental justice and provided sufficient tool-kit resources to help smaller governments understand the legal requirements of both climate adaptation and environmental justice, understand the needs of their communities, and support to implement model policies so that they best address the needs of the populations they sought to serve. The final plan serves as the regional guidance document to help local governments address concerns of climate change and environmental justice in a wide-range of planning documents. Ms. Newberry is also participating in the development of a regional climate collaborate to serve as the technical and policy hub for resilience and environmental justice.

Climate Change Vulnerability Assessment. City of Placentia California. Ms. Newberry prepared a Climate Change Vulnerability Assessment for the City of Placentia as part of the Safety Element Update to fulfill the requirements of the 2017 General Plan Guidelines and (Gov. Code § 65302(g)(4)(A)). Ms. Newberry utilized CalAdapt and the California Adaptation Planning Guides to catalog and analyze anticipated climate related impacts and vulnerable populations. Using this information, Ms. Newberry determined the potential impacts, when and where the impacts are most likely, and a prioritization metric.

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Erika Van Sickel

Planner

Erika Van Sickel is a planner with experience in land use policy and code in both the public and private sectors. Ms. Van Sickel places a special emphasis on improving the interaction between users and their built environments and has experience performing community outreach and data analysis for the purposes of identifying conditions and challenges in vulnerable communities. Her multi-disciplinary background in design, development and sustainability allows her to make critical decisions on each project's impact to the community and environment.

Education

University of Southern California
MPL, Urban Planning/Design

University of California, Santa Barbara
BA, Environmental Studies

Certificate, Real Estate Development

Professional Affiliations

American Planning Association

Project Experience

Municipal

Housing Element & Safety Element, Highland, California. Serving as the Housing Element Planner to evaluate outcomes of the prior Housing Element's goals, objectives, policies, and programs to determine effectiveness and review of how they will be changed to best serve the City's needs and objectives. In addition, Ms. Van Sickel is working with VTA to complete a housing needs analysis, where she is preparing a quantification and analysis of existing and projected housing needs using the City RHNA numbers and additional resources, in order to provide recommendations for additions or adjustments to fair housing goals and actions. Additional tasks include completing a site inventory and analysis, and identifying constraints to the maintenance, improvement, or development of housing for all income levels. Lastly, working with the City to develop Housing Element programs including an address and removal of housing constraints, improvement and conservation of the existing housing stock, preservation of units at-risk of conversion to market rates, and promotion of equal housing opportunities.

County of Los Angeles Housing Element Update, Los Angeles, California. Serving as assistant planner for the City of Los Angeles Housing Element Update. Dudek recently kicked off environmental services for the Los Angeles County Housing Element Update Project Program EIR, with VTA as the Housing Element planner. The project is the Sixth Cycle Housing Element Update, which anticipates the designation of approximately 90,000 housing units across Los Angeles County to meet state-mandated RHNA goals and objectives. Acting as an extension of public agency staff for the preparation of the Los Angeles Housing Element Update Program EIR and associated technical work that includes analysis of biological resources, air quality, noise, energy, greenhouse gas emissions, cultural resources, historic resources and traffic.

Pismo Beach General Plan, Pismo Beach, California. Served as assistant planner for the City of Pismo Beach General Plan. Worked closely with Dudek Coastal Planners to assist the City of Pismo Beach with a comprehensive update of its combined LCP/General Plan to address sea level rise and update LCP/General Plan elements, including the Land Use, Conservation and Open Space, and Noise Elements. These updates will incorporate recent studies, including a Sea Level Rise Vulnerability Assessment and Adaptation Plan, the Circulation Element, Accessory Dwelling Unit Ordinance, Short-Term Rental Ordinance, and a Low-Cost Visitor Serving Accommodations Study. Helped draft the Land Use Plan policies in accordance with California Coastal Commission's updated 2018 Sea Level Rise policy guidance and most recent LCP Update Guide.

City of El Cajon Housing, Safety and Environmental Justice Elements, El Cajon, California. Serving as assistant planner for the City of El Cajon Housing, Safety and Environmental Justice Elements. Dudek and VTA are preparing the City of El Cajon Housing, Safety, and Environmental Justice Elements. Dudek is leading the Safety and Environmental Justice Elements. The Safety and Environmental Justice Elements provide a succinct assessment of the natural hazards, climate change effects, and public health issues facing the City and provides specific and actionable policy that address safety needs community wide, as well as policies specific to the disadvantaged communities.

Rialto Climate Adaptation Plan, Rialto, California. Serving as assistant planner for the City of Rialto Climate Adaption Plan. Dudek prepared a Vulnerability Assessment that identified the census tracts that are most exposed and sensitive to the four climate-related hazards analyzed in the plan (i.e., air pollution, extreme heat, floods, and wildfire). These assessments were created as custom easy-to-understand maps and graphics to inform the location and priorities of project identified in the plan. Using this information, helped create a Capability Assessment to identify how current city actions and programs meet the projected hazards and specific needs of vulnerability populations in the community. Lastly, worked with local stakeholders to identify potential grant-funded projects that will implement the city's General Plan and Local Hazard Mitigation Plan. These policies were supported by a robust implementation framework that outline funding, tracking methods to measure success, and future indicators to adjust to changing hazards.

City of Indio Transformative Climate Communities Plan, Indio, California. Serving as assistant planner for the City of Indio Transformative Communities Plan. The plan is a roadmap to identify and prioritize projects and investments in the City of Indio's Jewel Community to support neighborhood level environmental, public health, workforce, and economic benefits. Helping conduct extensive public outreach and local agency coordination to maximize public support to identify community projects pertaining to four key themes: community, housing, transportation, and urban greening. This plan will take an in-depth look at four grants aligned with the key themes and provides initial documentation and recommendations for grant applications.

City of Long Beach Zoning Code Audit, Long Beach, California. Served as assistant planner for the City of Long Beach Zoning Code Audit. Tasks included analyzing the City's codes and zoning regulations and preparing a consistency analysis for the zoning code. Performed an in-depth analysis of established zones, overlay districts, specific plans, administrative procedures, existing land use and development regulations. Reviewed applicable State and Federal regulations to determine consistency between existing codes and zoning procedures and regulations. Research and analysis served as the basis for identifying possible zoning code improvements to address inconsistencies and existing ordinance issues.

Relevant Previous Experience

Neighborhood Data for Social Change, Coachella Valley/Los Angeles, California. Researched data trends and analyzed challenges facing communities in the Los Angeles and Coachella Valley regions. Published the findings in a series of ongoing data stories that incorporated narrative, maps and data visualizations focusing on hazards and inequalities amongst vulnerable populations. Additionally, published community profiles providing precise, relevant data at the community level in combination with interactive maps and visualizations to help community members learn about the most important issues facing their communities and to help policy makers make informed decisions for their constituents.

Rent Burden Study, Los Angeles, California. Served as a graduate research assistant for the Center of Social Innovation at USC. Led community focus groups and outreach in Spanish and English in the San Diego community of City Heights, the City of Los Angeles, and in multiple cities and communities across the Coachella Valley. Assisted with the rent burden investigation to examine how increasing rent prices have left many residents struggling to make ends meet, fearing homelessness or displacement and the sacrifices rent burdened residents are forced to make and how they overcome these challenges.

Michael Huff, RCA

Principal

Michael Huff is founder and manager of Dudek's Urban Forestry/Fire Protection Planning team with 26 years' experience as a forester and fire protection planner. Mr. Huff specializes in management of community-wide and project-specific fire protection plans (FPPs), wildland–urban interface (WUI) fire management plans, wildfire hazard reduction projects, California Environmental Quality Act (CEQA) supporting technical documents, Oak Woodland impact and mitigation plans, urban and community forest management plans, forest and tree inventories, impact analysis studies, and tree hazard evaluations. Mr. Huff possesses considerable project issue resolution experience and focuses on working within the regulations to provide creative, cost-saving solutions to his clients. He also serves as a speaker/trainer at the annual Fire Prevention Officer's Institute.



Michael Huff

Education

Northern Arizona University
BS, Forest Management, 1992

Certifications

Registered Consulting Arborist (RCA)

Certified Arborist, No. WE-4276A

San Diego County Department of Planning and Land Use (DPLU)-Approved Fire Protection Planner

Laguna Beach Fire Department-Approved Fire Protection Planner

Certified Wildland Fire Ecologist

Professional Affiliations

American Society of Consulting Arborists

National Fire Protection Association – International

California Fire Chief's Association – Fire Prevention Officers

Project Experience

Municipal

WUI Code Implementation Plan, Chula Vista Building Department, Chula Vista, California. Assembled a fire protection planning team, including Hunt Research and Scott Franklin Consulting, and managed this complex project which produced a document addressing fire behavior, structural and infrastructure fire code updates, and fuel reduction/vegetation management within NCCP Open Space Preserve areas. The City of Chula Vista Building Department sought an update of the WUI code based on the natural areas which occur throughout the City of Chula Vista. Much of the preserve is adjacent to older construction residences that were not provided adequate set-backs. Dudek worked with the City of Chula Vista building, planning, fire, recreation, and landscape architecture departments to resolve conflicts and result in a safer situation for existing and new development.

Preplan Map Conversion, Newport Beach Fire Department (NBFD), Newport Beach, California. Managed a project which involved creation of a database for "pre-planning" fire management in high-priority structures for NBFD. This project involved the creation of digital access, layout and fire equipment maps, and associated property data for high-priority structures, which include hospitals, schools, apartments, and other high-occupancy buildings. Important components of the maps include site and building access and egress points, utilities, ventilation, elevators, and types of construction. These maps are also linked with associated property data that includes alarm and sprinkler conditions, property owner information, inspection schedules, and special hazard conditions. In addition, the maps are geo-referenced for future incorporation into the City of Newport Beach's GIS.

Community Wildfire Protection Plans, Santa Clara County FireSafe Council, Santa Clara County, California. Project manager for preparation of community wildfire protection plans for the Santa Clara County FireSafe Council. The plans focus on two areas, the east foothills area and the Croy fire area. Responsible for interfacing with approximately 20 different fire personnel, along with community groups throughout Santa Clara County. Managed and participated in site fuel assessments, fire behavior modeling, risk assessments, and preparation of several chapters of the final plan.

Structural Preplan Project, NBFD, Newport Beach, California. Managed the digitization of hard copy pre-plan maps and the creation of electronic versions useful in on-board fire engine computers. Pre-plan information identified ingress and egress routes as well as floor-by-floor layouts and special fire-related apparatus.

Fuel Management in Wildland–Urban Interface (WUI) Areas, NBFD, Newport Beach, California. Worked with the City of Newport Beach Fire Department to assess compliance with fuel modification zones in the WUI areas prone to wildfire. Vegetation type, spacing, and conditions were evaluated for compliance with established fuel modification zone ordinances. Oversaw database creation for use by Fire Chief and staff and managed a related project to inspect fuel modification zones annually.

Wildfire Hazard Reduction Project, Crest Canyon, City of Del Mar Fire Department, Del Mar, California. Managed this project for the Del Mar/Solana Beach Fire Department. The project included parcel by parcel inspection and assessment of 65 parcels within or directly adjacent Crest Canyon. Dudek recommended fuel reduction treatments for each parcel, prepared specifications for contractor bid, and monitored contractor work for this project. Dudek also provided community education and outreach due to highly emotional ties to flammable trees and vegetation requiring removal. In all, 134 tons of fuels were treated with all but 15 tons remaining on site as chipped ground cover.

Wildfire Hazard Reduction Project, Saxony Canyon and Lake Val Sereno, City of Encinitas Fire Department, Encinitas California. Dudek was contracted by the City of Encinitas Fire Department to perform a prioritization analysis and then focused fire hazard reduction projects in the City's WUI. Dudek performed lot-by-lot analysis for some 300 parcels, ran fire behavior models for each site, and prepared lot-by-lot treatment specifications. Dudek worked with in-house biologists and restoration specialists to ensure that fuel reduction work was being completed within governing regulations.

Development

On-Call Fire Plan Review/Third-Party Consultant, Orange County Fire Authority, Orange County, California. Provides as-needed review of fuel modification plans and provides special studies regarding alternative materials and methods for the Orange County Fire Authority. To date, Dudek has provided review and comment of fire behavior modeling and proposed fuel modification and structural hardening for a large, master planned community in southern Orange County. Also involved with research and preparation of a report on the efficacy of utilizing water cannons as an alternative for full fuel modification width.

Tustin Ranch, Irvine Community Development Company, Tustin, California. Served as project manager for multiple projects spanning a 5-year period involving eucalyptus plantation and windrow trees on a large site being developed into residential and commercial development. Projects included an analysis, written report, recommendations, contract specifications, assistance in the bid selection process, and supervision/inspection of contractor work. One of the projects was analyzed for fire and hazard management on a site containing over 20,000 trees with various understory growth, including coastal sage scrub. Recommended tree removal, tree pruning, understory management, plant density, and crown heights. Additionally, identified individual trees to be preserved, delineated preservable stands and fuel modification zones, recommended an irrigation system and scheduling, and provided demolition specifications. Recommendations considered tree protection, fire prevention, grading/construction plans, viewshed, tree health, structural hazards, aesthetics, and density. Another project involved evaluation of 1,656 eucalyptus trees on a 200-acre site, including numbering/tagging each tree and recording detailed information. Removals, pruning specifications, hazard reduction, and construction techniques were recommended.

On-Call Fire Consulting, Laguna Beach Fire Department, Laguna Beach, California. Provides as-needed consulting to the Laguna Beach Fire Department. Among tasks requested are site fire risk assessments, vegetation hazard assessments, shelter-in-place assessments, red flag warning action plans, and fuel reduction monitoring and inspections.

West Coyote Hills Fire Protection Plan and Assessment, Chevron, Fullerton, California. Manages the preparation of an FPP for a 500-acre, 1,600-unit planned community in Fullerton. The project includes WUI and based on the fire behavior assessments and analysis on the site, proposed reduced fuel modification in areas that include reduced fire intensity. The net result of the proposed fuel modification zones is a reduction in native habitat impacts with fire behavior modeling backed justifications for the reduced impacts.

Wildfire Hazard Assessment and Community Wildfire Protection Plan, Rancho Santa Fe Association and Fairbanks Ranch, Rancho Santa Fe, California. Provided assessment and recommendations for a 100-acre area that was previously burned in the Witch wildfire. Several homes were lost and that prompted the associations to assess the hazard and develop recommendations to reduce the hazard. Dudek conducted fire behavior modeling using Flammap to graphically display the priority areas and provided recommendations to reduce the hazard. Dudek also prepared a community wildfire protection plan for the area that was accepted by the FireSafe Council. This plan has been submitted with a grant application for fuel reduction funding.

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Lisa Maier, MCP

Urban Forestry and Fire Planning Analyst

Lisa Maier is an environmental planner 3 years' experience specializing in long-range land-use planning, trail planning, hazards mitigation planning and emergency management. In addition, Ms. Maier has worked as a Disaster Workforce Specialist with the American Red Cross. She works with clients to identify and mitigate environmental concerns, produce defensible CEQA/NEPA documents, and strategize effective public outreach efforts.


Lisa Maier

Education

San Diego State University
MCP, City Planning, 2016

University of California, Riverside
BA, Psychology and Political Science, 2006

Professional Affiliations

AEP, Board Member, VP of Membership

APA

Relevant Experience

Questhaven Evacuation Plan, San Diego County, California. Authored the Evacuation Plan for the Questhaven Project. The project would construct 64 residential units. The Evacuation Plan identifies strategies for fire and evacuation awareness and outreach, and establishes evacuation procedures for the project.

Questhaven Fire Protection Plan, San Diego County, California. Authored the Fire Protection Plan for the Questhaven Project. The project would construct 64 residential units. The fire protection plan (FPP) included site specific fire behavior modeling, analysis of the option for on-site sheltering, and addressed all fire protection features that would be provided for the site's structures, such as fuel modification zones (FMZs).

Point Molate Wildfire Emergency Response Plan, Richmond, California. Authored the Wildfire Emergency Response Plan for the Point Molate Mixed-Use Project. The project will involve a mixed-use community that would include 1,452 residential units, 453,774 square feet of non-residential uses, and approximately 193 acres of open space. The WERP established pre- and post-wildfire response measures and long-term recovery standards, as well as protocols for evacuation and community education and outreach.

Point Molate Multi-Hazard Emergency Response Plan, Richmond, California. Authored the Multi-Hazard Emergency Response Plan (MHERP) for the Point Molate Mixed-Use Project. The project will involve a mixed-use community that would include 1,452 residential units, 453,774 square feet of non-residential uses, and approximately 193 acres of open space. The MHERP establishes protocols for evacuation, identifies refuge areas, and provides recommendations for how the Point Molate community can prepare for a potential emergency.

Draft Community Wildfire Protection Plan, Santa Barbara, California. Assisted in the preparation of the Santa Barbara Fire Department's Draft Community Wildfire Protection Plan. The CWPP proposes to implement a comprehensive, coordinated approach to protect lives, property, and natural resources threatened by wildland fire, and also updates the City's 2004 Wildland Fire Plan.

Berggruen Institute Emergency Wildfire Evacuation Plan, Los Angeles, California. Authored the Emergency Wildfire Evacuation Plan for the Berggruen Institute Project. The project would construct a campus designed to house the Berggruen Institute's educational programs, fellowships, scholars, and administration. The Emergency Wildfire Evacuation Plan identifies strategies for fire and evacuation awareness and outreach, and establishes evacuation procedures for the campus.

Relevant Previous Experience

Energy

Pastoria Solar EIR, Kern County, California.. Authored Land Use, Public Services, and Wildfire sections of the draft Environmental Impact Report for the Pastoria Solar Project. The project is located in unincorporated Kern County, and the Lead Agency for the project is Kern County. The purpose of the project is to generate up to 115 megawatts (MW) of renewable energy using PV technology and would include up to 40 MW of a Battery Storage System.

Big Beau Solar EIR, Kern County, California. Authored Agriculture, Public Services and Wildfire sections draft Environmental Impact Report for the BigBeau Solar Project. The project would generate up to 128 megawatts (MW) of renewable energy using PV technology and would include up to 60 MW of a Battery Storage System.

Recreation

Santa Maria Creek Greenway Trail Project, Ramona, California. Coordinated with community volunteers to obtain an interest in providing a trail easement from property owners along the greenway. This project will establish a 3-mile trail along the Santa Maria Creek Greenway from Wellfield Park to Ramona Grasslands. Efforts on this project will be presented at the 2019 Trails and Greenways Conference.

Sycuan/Sloane Canyon Trail Project, Crest-Dehesa, San Diego, California. Assisted with the execution of the project task order, review deliverables, and primary author for the CalTrans Active Transportation Program (ATP) Grant Cycle 4. The project will establish a trail along Dehesa Road and Sloane Canyon Road connecting two regional trails, Sweetwater Loop and River Trail and the California Riding and Hiking Trail.

Trail System Gaps Analysis, San Diego, California. Assisted with the execution of the project task order, coordinated and attended meetings between County staff and community planning groups, and conducted review of trails in County Parks. This project is the first step in the larger aim of the County to update the Community Trails Master Plan.

Trail Plaining and Implementation, County of San Diego, Department of Parks and Recreation, Resource Management Division. Served as adjunct staff (Planner I), assist with trail planning and implementation, processed Right-of-Entry permits, review discretionary projects to provide trail conditioning requirements, research trail easements, serve as assistant coordinator for inter-jurisdictional notice reviews, provide environmental review required for major maintenance improvement projects, and serve as project assistant for several major trails projects.

Municipal

Emerging Tree Pest Management Plan. Developed scope and cost with consultant team, finalize task order, and manage consultant team through the first two deliverables. The project will establish a baseline for tree-pest in County parks, and develop a plan to address emerging tree pests. Twenty percent of the $500,000 budget will be used to implement the plan, which will include tools to addressing infected trees, as well as developing educational materials and training for County staff.

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AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF SOUTH EL MONTE,** a California municipal corporation ("City"), and **DUDEK,** a California corporation ("Consultant"), is effective as of the 30th day of May 2024 (collectively, the "Parties").

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated 19th day of October, 2020 ("Agreement") whereby Contractor agreed to provide Consultant Services to update the 6th Cycle Housing element of the City's General Plan.

B. The California Department of Housing and Community Development ("HCD") requested revisions to the 6th Cycle Housing element in July 2022, and submission of these revisions is required in order to obtain a certified 6th Cycle Housing Element from the HCD.

C. In light of the revisions requested by HCD in order to obtain a certified 6th Cycle Housing Element, the Agreement required Amendment No.1 increasing the not-to-exceed sum by an additional Sixteen Thousand Two Hundred and Ten Dollars and Zero Cents ($16,210.00) to complete services per the Agreement.

D. Pursuant to Section 1.8 of the Agreement, the City has the right 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 City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer.

E. Pursuant to Section 2.1 of the Agreement, the total not-to-exceed sum (the "Contract Sum") to complete services is currently One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents ($199,995.00).

F. In light of HCD's additional requested revisions to the 6th Cycle Housing element on February 15, 2024, additional modifications to the Housing Element were necessary. As such, a second amendment to the Agreement is needed in the amount of three thousand seven hundred and eighty-five dollars ($3,785).

G. Pursuant to Section 4.3 and Section 1.8 of the Agreement, the City's Contract Officer may approve the increase in compensation of $20,000 (first amendment at $16,210.00 plus this second amendment at $3,785) because it is less than either 10% of the Contract Sum or $25,000.

H. City and Consultant now desire to enter into this second amendment to the Agreement to increase the not-to-exceed sum by an additional $3,785, for an amended total not-to-exceed sum of Two Hundred Nineteen Thousand Nine Hundred and Ninety Dollars ($219,990) to complete services per the Agreement.

I. City and Consultant now desire to Amend Exhibit "A" Scope of Services of the Agreement to include the extra work to obtain a certified 6th Housing Element from the HCD.

J. City and Consultant now desire to Amend the Agreement to amend Exhibit "C" Schedule of Compensation section that outlines the additional costs and services provided by consultant for the extra work to obtain a certified 6th housing element from the HCD.

K. City and Consultant now desire to Amend Exhibit "D" Schedule of Performance to include a timeline for the additional services.

TERMS

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

a. Section 2.1, Term of the Agreement, is hereby amended in its entirety to read as follows:

> "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~One Hundred Ninety Nine Thousand Nine Hundred and Five Dollars and Zero Cents ($199,995.00)~~ ***Two Hundred Nineteen Thousand Nine Hundred and Ninety-Dollars and Zero Cents ($219,990.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1. 9."

b Exhibit "A" SCOPE OF SERVICES will be amended in its entirety to add the following to Exhibit "A" as follows:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

a. Task 7.4 Final Revisions. Readoption and Resubmission

1. Affirmatively Furthering Fair Housing

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Goals, Priorities, Metrics and Milestones

Prior to issuing the February 15, 2024 letter, HCD verbally communicated these comments to Consultant and City staff during a meeting to review the revised housing element on February 5, 2024. Consultant then addressed these comments through additional changes in the housing element programs, as requested by HCD, and submitted them to the City for review on February 7, 2024. Based on those revisions previously submitted to the City, Consultant assumes that the final revised housing element sent to the City on February 7, 2024 has addressed the findings in HCD's letter.

2. Required Findings for Nonvacant Sites

Consultant will continue to coordinate with the City to address the required findings by providing language for incorporation into the Council Resolution per the State's request and example resolutions for City staff. Findings will state that those uses on identified nonvacant sites do not pose a constraint to development.

3. Readoption and Resubmission

In addition, Consultant will continue to provide guidance with the re-adoption of the revised housing element, including draft resolution and findings, as required by HCD's February 15, 2024 letter. In addition, Consultant will advise the City on requirements for document posting in accordance with housing element law (AB 215 (2021)). Consultant will virtually attend one public hearing for re-adoption of the revised Housing Element.

Following re-adoption, Consultant will coordinate with the City and submit the signed resolution on behalf of the City to HCD as part of the final, revised Housing Element resubmission. As part of this final resubmission, Consultant will create a redline and clean version of the housing element based on the final revisions sent to the City on February 7, 2024. Consultant will package the final revised housing element, including the redline version, signed and adopted resolution, and a cover letter signed by the City, and submit the final package to HCD as a hard copy and USB flash drive sent via mail and an electronic copy via email. Through the resubmission process, Consultant will coordinate with HCD and facilitate one meeting between HCD and the City, as requested by HCD.

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

A. ***Task 7.4***

a. ***Consultant shall deliver one (1) hard copy of the revised housing element sent via mail to HCD; and***

b. ***Consultant shall deliver one (1) electronic copy of the final revised housing element sent to HCD; and***

c. ***Consultant shall attend one (1) meeting with HCD staff; and***

d. ***Consultant shall attend two (2) meetings with City staff; and***

e. ***Consultant shall assist the City in preparing presentation materials for one (1) public hearing before the City Council and shall attend one (1) virtual public hearing held by the City Council; and***

f. ***Consultant shall submit the revised housing element to HCD for review, as detailed in subtask a and b.***

c. Exhibit "C" Schedule of Compensation will have the following added to the Agreement as:

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Total cost for Task 7.4 shall not exceed three thousand seven hundred and ninety dollars ($3,785).

d. Exhibit "D" Schedule of Performance shall be amended to include the following:

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

TASK 7 - Revised Housing Element

Schedule of Performance

	Task	Duration	Start Date	End Date	Responsible Party
Task 7 Revised Housing Element					
7.4	**Final Revisions, Re-Adoption and Resubmission**				
	Housing Element Revisions and Required Findings	7 weeks	02/05/2024	03/25/2024	Dudek
	Re-Adoption of Revised Housing Element	1 day	3/26/2024	3/26/2024	Dudek/City
	Public Review Period - AB 215 (2021)	1 week	4/22/2024	4/29/2024	City
	Submission to HCD of Re-Adopted Revised Housing Element	1 week	4/29/2024[1]	5/3/2024[1]	Dudek
-	*HCD Review Period	60 days	5/6/2023[1]	7/5/2023[1]	HCD

1. Dates contingent upon finalized contract augment. May be subject to changes if the City requires additional time for finalizing the contract augment.

Performance of tasks beyond May 3, 2024 will be completed upon mutual written agreement between the parties.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority**. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment , such

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party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

See Attached

Anthony R. Taylor, City Attorney

CONSULTANT:

DUDEK, a California corporation

DocuSigned by:

By: Joseph Monaco
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Name: Joseph Monaco
Title: President/Chief Executive Officer - Dudek

DocuSigned by:

By: Amy Paul
3944560277C3450...

Name: Amy Paul
Title: General Counsel & Corporate Secretary

Address: 605 Third Street
Encinitas, CA 92024

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

DUDEK, a California corporation

DocuSigned by:

By: Joseph Monaco
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Name: Joseph Monaco
Title: President/Chief Executive Officer - Dudek

DocuSigned by:

By: Amy Paul
3944560277C3450...

Name: Amy Paul
Title: General Counsel & Corporate Secretary

Address: 605 Third Street
Encinitas, CA 92024

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City Council Agenda Report
Agenda Item No. 10.d.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: CONSIDERATION OF RESOLUTION NO. 26-020, APPROVING AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR CONSULTING SERVICES FOR A ECONOMIC DEVELOPMENT STRATEGIES REPORT

SUMMARY: A consultant is needed to prepare a economic development strategies report to prioritize key city economic development projects and strengthen the City's fiscal resilience. The City has previously engaged Tierra West Advisors (TWA) for economic development services, and the firm possesses unique institutional history and technical expertise regarding South El Monte's specific project needs. Staff recommends entering into this agreement to prepare the economic development strategies report to ensure cost savings, technical continuity, and a streamlined path toward project implementation.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-020, approving a professional services agreement with Tierra West Advisors, Inc. (TWA) to prepare a Economic Development Strategies Report in an amount not to exceed **$38,500**.

FISCAL/FINANCIAL IMPACT: This item is budgeted in the Fiscal Year 2025-26 General Fund (01-100-1020-5215) and will be paid out of this account.

DISCUSSION: The City of South El Monte is actively working to strengthen its economic base and ensure long-term fiscal resilience. Staff is seeking a qualified consultant to synthesize these various initiatives into a single, actionable report for City Council review. Tierra West Advisors, Inc. (TWA) has a unique history in assisting the City with economic development and possesses a deep understanding of South El Monte's specific demographic and economic landscape.

TWA proposes to deliver a condensed Economic Development Report that will serve as a foundational document for City Council decision-making. The report will evaluate and prioritize a list of potential and in-progress economic development projects. The report will provide an Executive Summary, a "Community Economic Overview" reflecting current conditions, and professional recommendations on which projects are most viable for

federal grant funding or financing through the California Enterprise Development Authority (CEDA).

Staff recommends a new agreement with TWA rather than a formal request for proposals for the following reasons:

- Technical Continuity and History: TWA has worked extensively with the City in the past. Their familiarity with the City's ongoing outreach, projects, and site opportunities coupled with their economic development experience and expertise allows them to begin work immediately without the "learning curve" required by a new firm, saving the City significant time and money.
- Cost-Effectiveness: The proposed budget of $38,500 is highly competitive for the scope of a council-ready report. Because TWA has already engaged in preliminary discussions regarding these project lists, they can provide a condensed report more efficiently than a firm starting from scratch.
- Expertise in Financing Mechanisms: TWA specifically identifies potential funding sources, such as tax-exempt bond issuance and gap financing through CEDA, which are critical for the successful implementation of economic development related projects.
- Streamlined Timeline: By approving this agreement, the City can move directly into collaboration on strategic economic development goals and projects.

Under South El Monte Municipal Code Section 3.16.070, professional services are not required to go to bid through a request for proposals. This contract is recommended based on TWA’s demonstrated competence, historical technical continuity, and the administrative efficiency of utilizing a firm already aligned with the City’s economic vision.

ATTACHMENT(S):

A. Resolution No. 26-020 Tierra West - Economic Strategies
B. TWA ED STRATEGIES (SEM) Long Form Professional Services Contract
C. Revised Proposal #2 - Economic Strategy

ATTACHMENT A

RESOLUTION NO. 26-020

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR THE PREPARATION OF A CONDENSED ECONOMIC DEVELOPMENT REPORT

WHEREAS, the City of South El Monte ("City") values a forward-looking approach to strengthening its economic base and positioning itself for long-term fiscal resilience; and

WHEREAS, the City requires a condensed economic development report to prioritize economic development projects and programs; and

WHEREAS, Tierra West Advisors, Inc. ("TWA") has unique history and demonstrated expertise in assisting the City with economic development strategies and is currently prepared to provide professional recommendations for these priority endeavors; and

WHEREAS, the City seeks to enter into an agreement with Tierra West Advisors, Inc., in an amount not to exceed **$38,500**, for the preparation of this report; and

WHEREAS, under South El Monte Municipal Code Section 3.16.070, professional services are not required to go to bid through a request for proposals; and

WHEREAS, the City Council wishes to authorize the City Manager, or his designee, to execute a contract with TWA, for such services; and

WHEREAS, this contract is awarded based on TWA's demonstrated competence, technical continuity, and the administrative efficiency of utilizing a firm with established institutional knowledge of the City's economic goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

Section 1. The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby authorizes the City Manager, or his designee, to execute a professional services agreement with Tierra West Advisors, Inc., in an amount not to exceed **$38,500**, subject to approval as to form and content by the City Attorney's Office.

Section 3. The City Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of South El Monte this 17th day of March, 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

CERTIFICATION

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

I, Adrian Garica, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-019, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 17th day of March 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adrian Garcia, MMC, City Clerk

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

TIERRA WEST ADVISORS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
TIERRA WEST ADVISORS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 17th day of March, 2026 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and TIERRA WEST ADVISORS, INC. ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

1.5 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered the manner in which the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involves work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions thereupon existing, prior to the commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City's Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the services of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services of this Agreement or make changes including, altering, adding to, or deducting from said Scope of Services. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services of this Agreement. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed thirty eight thousand five hundred Dollars ($38,500) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

procedures," the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____

years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ___ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall promptly notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be David De Vries, Director of Economic Development or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no decision-making authority in regards to the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing of their numbers, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with said role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the

present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of $1,000,000.

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements as detailed in Exhibit "B."

5.2 General Insurance Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to the commencement of the performance of services of this Agreement. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, from Consultant, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services performed hereunder by Consultant, its agents, representatives, employees, or subconsultants.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any insurance policy required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will either be promptly reimbursed by Consultant or the City will withhold payment amounts sufficient to pay the insurance premium from Consultant payments. In the alternative, the City may terminate this Agreement in its entirety.

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

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

(g) Enforcement of Contract Provisions (Non-Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

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

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing .

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

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

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

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

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer requires. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall

be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of $200 (two hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided for in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated

termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided for in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City's Contract Officer. Consultant agrees to at all times

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is acknowledges and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Rene Salas, City Manager

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:
OLIVERAS MADRUGA LAW ORGANIZATION, LLP

_____
Susie A. Altamirano, Interim City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

A.

B.

C.

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

TIERRA WEST ADVISORS

March 10, 2026

Mr. Rene Salas
City Manager
Mr. David De Vries, MBA, AICP
Director of Economic Development
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

Dear Mr. Salas and Mr. De Vries,

Tierra West Advisors ("Tierra West" / "TWA") appreciates the clarification of the proposed scope of work requested by the City of South El Monte ("City"). Our conversation concluded with direction to revise the scope of work into the form of a condensed econo mic development report for presentation to the City Council. Tierra West values the City's forward-looking approach to strengthening its economic base and positioning itself for long-term fiscal resilience.

PROPOSED SCOPE OF WORK – ECONOMIC DEVELOPMENT REPORT

Tierra West proposes producing a condensed economic development report in a format that is presented to the City Council, who will be able to review and prioritize specific projects from a list provided by the City's Director of Economic Development. These projects include, but are not limited to:

- Food hall,
- Wayfinding and Gateway signage,
- Arts District lighting and street improvement,
- SB969 entertainment zone,
- Brewery/distillery incubator,
- Coworker space and small business/franchisee incubator; SBDC business resource center,
- Real estate investment fund,
- Southern California Edison Park,
- Complete streets,
- Art and art incentives and assistance program,
- Industrial Use Tax,
- Logo, branding, and style guide as associated marketing material templates and visitor guide and website,
- Kruse property conversion,
- Street improvement and utility underground ordinance
- Landscape design guidelines
- Donor program
- County annexations

2616 East 3rd Street
Los Angeles California 90033
T 323/265 4400
F 323/261 8676
W tierrawestadvisors.com

REAL ESTATE & DEVELOPMENT
STRATEGISTS

The purpose of this report is to provide the City with an informational foundation to support informed discussion and decision-making as it establishes a clear vision and prioritizes economic development goals. The report will identify projects that may qualify for federal grant funding and outline potential financing mechanisms available through partnership with the California Enterprise Development Authority (CEDA), including tax-exempt bond issuance, gap financing, loan programs, and other capital sources. Tierra West will provide professional recommendations for the development of a full Comprehensive Economic Development Strategy (CEDS) https://www.eda.gov/resources in which recommended policies, programs, goals, and objectives would be identified. Additionally, Tierra West will provide an outline of what would be required to complete the CEDS.

The proposed report will have an Executive Summary, Community Economic Overview (*where we are now*), list potential benefits of each of the individual projects for the City's growth and development (*where we can be*), as well as indicate which projects would be most viable for EDA funding if a CEDS is completed and which projects would be CEDA aligned without the production of a CEDS. Additionally, once the City has approved the contract and scope of work, Tierra West would prepare and present information for a City Council workshop and public hearing. This is tentatively scheduled for consideration at the March 17, 2026, City Council meeting.

This proposal, as compared to the initial Tierra West proposal, intentionally does not include the development of a Comprehensive Economic Development Strategy (CEDS) as would be required for EDA funding consideration.

Tierra West Advisors, Inc.
Hourly Rate Schedule 2026–2027

Classification	Rate
Principal	$245
Director	$235
Senior Associate	$225
Associate	$185
Senior Analyst	$150
Analyst	$135
Research Assistant/Technician	$120
Clerical / Support	$60
Administration	10% Charge

Administrative costs (e.g., printing beyond five copies, special insured certificates, messenger services, overnight mail) will be billed at actual cost plus a 10% surcharge. Routine telephone, email, and incidental photocopying are included at no additional cost.

TIERRA WEST ADVISORS

NOT TO EXCEED: $38,500.00

Tierra West will inform the City, on each invoice, of the cumulative percentage of budget spent. Note that the invoices are delivered at least one month in arrears.

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

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

Sincerely,
Tierra West Advisors, Inc

John N. Yonai Principal	Rob Hoffman Associate	Jane McFarren Associate

TIERRA WEST ADVISORS

City Council Agenda Report

Agenda Item No. 10.e.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: David De Vries, Director of Economic Development

SUBJECT: CONSIDERATION OF RESOLUTION NO. 26-021, APPROVING AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR CONSULTING SERVICES FOR ECONOMIC DEVELOPMENT OUTREACH

SUMMARY: A consultant is needed to provide professional economic development outreach services to effectively communicate municipal initiatives, provide business site and incentive opportunities, and strengthen partnerships with businesses and investors. The City has previously engaged Tierra West Advisors (TWA) for economic development outreach, and the firm possesses unique institutional history and technical expertise regarding South El Monte's specific needs. Staff recommends entering into this agreement to ensure cost savings, technical continuity, and a streamlined path toward enhancing the City's economic engagement.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 26-021, approving a professional services agreement with Tierra West Advisors, Inc. (TWA) for Economic Development Outreach Services in an amount not to exceed $25,000.

FISCAL/FINANCIAL IMPACT: This item is budgeted in the Fiscal Year 2025-26 General Fund (01-100-1020-5215) and will be paid out of this account.

DISCUSSION: The City of South El Monte is committed to proactive engagement with potential businesses, stakeholders, and investors to foster a vibrant and sustainable local economy. Staff is seeking a qualified consultant to provide specialized outreach that bridges the gap between municipal policy and private sector investment. Tierra West Advisors, Inc. (TWA) has a unique history in assisting the City with economic development and possesses a deep understanding of South El Monte's specific demographic and economic landscape.

TWA proposes to deliver economic development outreach services aimed at strengthening partnerships with businesses and investors. These services are critical for

the successful implementation of the City's economic vision, including the communication of site opportunities and incentive programs.

Staff recommends a new agreement with TWA rather than a formal request for proposals for the following reasons:

- **Technical Continuity and History:** TWA has worked extensively with the City in the past. Their familiarity with the City's ongoing outreach initiatives, projects, and site opportunities allows them to begin work immediately without the "learning curve" required by a new firm, saving the City significant time and money.

- **Cost-Effectiveness:** The proposed budget of **$25,000** is highly competitive for the specialized nature of municipal outreach. Because TWA already has established institutional knowledge of the City's economic goals, they can deploy outreach strategies more efficiently than a firm starting from scratch.

- **Demonstrated Competence:** TWA has demonstrated expertise in assisting the City with economic development outreach, ensuring that the City’s messaging is aligned with professional standards and investor expectations.

- **Streamlined Timeline:** By approving this agreement, the City can move directly into active collaboration to foster local business growth and attract new investment.

Under South El Monte Municipal Code Section 3.16.070, professional services are not required to go to bid through a request for proposals. This contract is recommended based on TWA’s demonstrated competence, historical technical continuity, and the administrative efficiency of utilizing a firm already aligned with the City’s economic vision for outreach.

ATTACHMENT(S):

A. Resolution No. 26-021 - Tierra West - Economic Development Outreach
B. TWA ED OUTREACH (SEM) Long Form Professional Services Contract
C. Revised Proposal #2 - ICSC

ATTACHMENT A

RESOLUTION NO. 26-021

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR THE ECONOMIC DEVELOPMENT OUTREACH SERVICES

WHEREAS, the City of South El Monte ("City") is committed to proactive engagement with local businesses, stakeholders, and potential investors to foster a vibrant and sustainable local economy; and

WHEREAS, the City requires professional economic development outreach services to effectively communicate municipal initiatives, provide business site and incentive opportunities, and strengthen partnerships with businesses and investors; and

WHEREAS, Tierra West Advisors, Inc. ("TWA") has unique history and demonstrated expertise in assisting the City with economic development outreach and is currently prepared to provide outreach services due to their established institutional knowledge; and

WHEREAS, the City seeks to enter into an agreement with Tierra West Advisors, Inc., in an amount not to exceed **$25,000**, for outreach services; and

WHEREAS, under South El Monte Municipal Code Section 3.16.070, professional services are not required to go to bid through a request for proposals; and

WHEREAS, the City Council wishes to authorize the City Manager, or his designee, to execute a contract with TWA, for such services; and

WHEREAS, this contract is awarded based on TWA's demonstrated competence, technical continuity, and the administrative efficiency of utilizing a firm with established institutional knowledge of the City's economic goals for outreach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

Section 1. The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby authorizes the City Manager, or his designee, to execute a professional services agreement with Tierra West Advisors, Inc., in an amount not to exceed **$25,000**, subject to approval as to form and content by the City Attorney's Office.

Section 3. The City Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of South El Monte this 17th day of March, 2026.

_____
Gloria Olmos, Mayor

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

CERTIFICATION

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-021, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 17th day of March 2026, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Adrian Garcia, MMC, City Clerk

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

TIERRA WEST ADVISORS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
TIERRA WEST ADVISORS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 17th day of March, 2026 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation ("City") and TIERRA WEST ADVISORS, INC. ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

1.5 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered the manner in which the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involves work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions thereupon existing, prior to the commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City's Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the services of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services of this Agreement or make changes including, altering, adding to, or deducting from said Scope of Services. No such extra work may be undertaken unless a written order is first given by the City's Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services of this Agreement. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed twenty-five thousand Dollars ($25,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

procedures," the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____

years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for ___ additional one-year terms.]

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall promptly notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be David De Vries, Director of Economic Development or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no decision-making authority in regards to the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing of their numbers, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with said role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

In the event that Consultant or any employee, agent, subcontractor, or independent contractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide the services under this Agreement are other than independent contractors of the City.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the

present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance in the minimum amount of $1,000,000.

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements as detailed in Exhibit "B."

5.2 General Insurance Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to the commencement of the performance of services of this Agreement. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, from Consultant, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services performed hereunder by Consultant, its agents, representatives, employees, or subconsultants.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any insurance policy required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will either be promptly reimbursed by Consultant or the City will withhold payment amounts sufficient to pay the insurance premium from Consultant payments. In the alternative, the City may terminate this Agreement in its entirety.

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

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

(g) Enforcement of Contract Provisions (Non-Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

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

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing .

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

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

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

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

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer requires. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall

be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of $200 (two hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided for in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated

termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided for in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City's Contract Officer. Consultant agrees to at all times

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is acknowledges and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

_____
Rene Salas, City Manager

ATTEST:

_____
Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:
OLIVERAS MADRUGA LAW ORGANIZATION, LLP

_____
Susie A. Altamirano, Interim City Attorney

CONSULTANT:

_____

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

If applicable, two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

A.

B.

C.

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

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

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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

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

A.

B.

C.

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

TIERRA WEST ADVISORS

March 10, 2026

Mr. Rene Salas
City Manager
Mr. David De Vries, MBA, AICP
Director of Economic Development
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

Dear Mr. Salas and Mr. De Vries,

Tierra West Advisors ("Tierra West" / "TWA") appreciates the request to provide clarification of the proposed scope of work requested by the City of South El Monte ("City"). Tierra West values the City's forward-looking approach to strengthening its economic base and positioning itself for long-term fiscal resilience.

PROPOSAL: STRATEGIC SUPPORT ON PLANNING & OUTREACH AT ICSC 2026

The City of South El Monte and Tierra West have discussed advanced planning and outreach at ICSC, engaging retailers, commercial brokers, and developers in support of the City's key development priorities & opportunity sites. At the direction of the City, Tierra West will immediately begin assisting with planning/outreach for the upcoming ICSC event to be held in Las Vegas, NV in May 2026.

SCOPE OF WORK:

1. Assessment of 5-10 prominent and/or strategic retail or other properties with development potential.
    - TWA to consult with the Economic Development Director and determine whether to add or replace properties from last year's ICSC list.

2. *[PROVIDED BY CITY]:* A short list of desired retail tenants based on the analysis and potential economic development projects noted above in scope proposal #1.

3. *[PROVIDED BY CITY]:* Recommendations for ICSC attraction efforts in the next 2 months.

4. *[PROVIDED BY CITY]:* Recommended programs to retain the community's retail culture, and attract new retailers in entertainment, experiential, and family-oriented retail.
    - For bullet points 2, 3, and 4, Tierra West may suggest additional recommendations to the Economic Development Director.

2616 East 3rd Street
Los Angeles California 90033
T 323/265 4400
F 323/261 8676
W tierrawestadvisors.com

REAL ESTATE & DEVELOPMENT STRATEGISTS

5. Outreach to approximately 100+ companies of interest to the City and solicit a meeting at ICSC or via teams with City Economic Development Director.
    - Outreach will include at least one email, and at least two phone calls.
    - Notes and information related to this task will be recorded and shared with City.
    - Notes will include contact information such as name, organization, title, phone number, email address, office location, and a list of who they represent, if not themselves.

6. Development of a meeting schedule for ICSC, for two groups of staff and council members; focusing on meetings with priority retailers and developers as provided by City according to bullet points 2, 3, and 4.

7. Supplementary development of new marketing collateral items as needed.

Tierra West Advisors, Inc.
Hourly Rate Schedule 2026–2027

Classification	Rate
Principal	$245
Director	$235
Senior Associate	$225
Associate	$185
Senior Analyst	$150
Analyst	$135
Research Assistant/Technician	$120
Clerical / Support	$60
Administration	10% Charge

Administrative costs (e.g., printing beyond five copies, special insured certificates, messenger services, overnight mail) will be billed at actual cost plus a 10% surcharge. Routine telephone, email, and incidental photocopying are included at no additional cost.

NOT TO EXCEED: $25,000.00

Tierra West will inform the City, on each invoice, of the cumulative percentage of budget spent. Note that the invoices are delivered at least one month in arrears.

For each scope, all hours will be billed on a time/materials basis, with regular City Staff check-ins on project updates and completion benchmarks. We look forward to the opportunity to further collaborate with the City of South El Monte on these priority economic development endeavors.

TIERRA WEST ADVISORS

Please feel free to contact us directly at (323) 265-4400 or email jyonai@tierrawestadvisors.com should you have any questions or require additional information.

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

Sincerely,
Tierra West Advisors, Inc

John N. Yonai
Principal

Rob Hoffman
Associate

Jane McFarren
Associate

City Council Agenda Report
Agenda Item No. 10.f.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: APPOINTMENT OF ONE (1) ADVANCEMENT OF WOMEN AND GIRLS COMMISSIONER

SUMMARY: Appointment to be made of one (1) Advancement of Women and Girls Commissioner.

RECOMMENDED ACTION: Staff recommends City Council consider appointing one (1) individual seeking appointment to the Advancement of Women and Girls Commission for a one-year term ending January 31, 2027.

FISCAL/FINANCIAL IMPACT: Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

DISCUSSION: The Advancement of Women and Girls Commission is a five-member commission consisting of five city residents appointed by a majority of the City Council. This appointment is for a one-year term commencing on February 1, 2026, pending clearance of Live Scan background check.

The City Council is to make one (1) appointment. The City received three (3) applications.

Seeking Appointment:
- Karina Murillo
- Sophia M. Sosa
- Rocelyn Islas

ATTACHMENT(S):

A. Karina Murillo
B. Sophia M. Sosa
C. Rocelyn Islas

CITY OF SOUTH EL MONTE

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

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and complete a Live Scan prior to appointment. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mar 2 2026 FEB 12 P 4:38

Mark which Commission(s) you wish to serve on:

(✓) Advancement for Women and Girls Commission

(✓) Community Services Commission

( ) Homeless Commission

( ) Patriotic Commission

(✓) Planning Commission

PERSONAL INFORMATION *Please print:*

Name: Karina Murillo Address: [redacted]

Years in South El Monte: 35 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone [redacted]

Employer: Los Angeles Unified School District Work Phone: _____

Occupation: Resource Specialist Employer's Address: _____

EDUCATION/TRAINING

High School:

Ramona Convent Secondary School — 12

Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

California State University, Los Angeles — B.A Liberal Studies; Minor: Women, Gender, and Sexuality; M.A Special Education

Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

N/A

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

N/A

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I would be a strong addition to the Advancement of Women and Girls Commission. I attended California State University, Los Angeles (CSULA), where I was part of the Feminist, Gender, and Sexuality Studies program. Through this academic background, I gained a deeper understanding of the social, political, and systemic issues impacting women and girls. In addition, I have experience participating in discussions and decision-making efforts related to women's safety and health on campus. These experiences strengthened my commitment to advocacy and equity. With this foundation, I am eager to promote equality and justice for women and girls through advocacy, policy research, and advancing girls' education. .

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 3/3/26

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE

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

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and complete a Live Scan prior to appointment. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission(s) you wish to serve on:

(X) Advancement for Women and Girls Commission

( ) Community Services Commission

( ) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

2026 MAR 12 P 2:05

PERSONAL INFORMATION *Please print:*

Name: Sophia M. Sosa Address: [redacted]

Years in South El Monte: 16 Home Phone: [redacted]

E-mail Address [redacted] Cell Phone: [redacted]

Employer: N/A Work Phone [redacted]

Occupation: N/A Employer's Address: N/A

EDUCATION/TRAINING

High School:

South El Monte — 9th

Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

N/A

Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

N/A

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

Associated Student Body, Women's Empowerment Club, M.E.C.H.A, Historian for graduating class, Track and Field at SEMHS, Girls Basketball at SEMHS, Cross Country at SEMHS, Catechist/Volunteer at Epiphany Catholic Church

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? _____ If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I believe that I have strong leadership skills that would be put to use as a commissioner. It is important to use your voice if and when given the opportunity. In my school I have been actively involved in the student body which includes tasks such as voicing opinions as a student to the school and making sure every student feels heard.

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** March 9, 2026

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE

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

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and complete a Live Scan prior to appointment. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission(s) you wish to serve on:

(X) Advancement for Women and Girls Commission

( ) Community Services Commission

( ) Homeless Commission

( ) Patriotic Commission

( ) Planning Commission

2026 MAR 12 P 4:54

PERSONAL INFORMATION *Please print:*

Name: Rocelyn Islas Address: [redacted]

Years in South El Monte: 31 yrs Home Phone: N/A

E-mail Address [redacted] Cell Phone: [redacted]

Employer: Mayfield Senior School Work Phone: [redacted]

Occupation: Registrar Employer's Address: [redacted]

EDUCATION/TRAINING

High School:

South El Monte H.S. / SEM, CA — 12th
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Cal Poly Pomona / Pomona, CA — BA - History
Name/Location — Major/Degree

Cal State LA / Los Angeles, CA — MA - Public Admin (in progress)

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

N/A

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

National Society of Leadership & Success (NSLS) - Cal State LA Chapter, Pi Sigma Alpha (national political science honorary society)

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

Having empathy & compassion are key to being a commissioner centering the advancement of women & girls. I currently work at an all girls school where girls success is the central point in their education. I participate in Pathway Committees where we're working on creating new academic prog. meant to advance career paths while the students are still in H.S. Listening to the needs of girls & women has always been key in my roles as I also worked in an after school prog. in an underserved community where I worked holding workshops to advance students education while aiding parents (many who were single mothers) to become more involved in their child's education. I am an advocate & strong voice for women/girls in all I do.

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 3/12/24

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

City Council Agenda Report
Agenda Item No. 10.g.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Adrian Garcia, MMC, City Clerk

SUBJECT: APPOINTMENT OF ONE (1) PATRIOTIC COMMISSIONER

SUMMARY: Appointment to be made of one (1) Patriotic Commissioner.

RECOMMENDED ACTION: Staff recommends City Council consider appointing one (1) individual seeking appointment to the Patriotic Commission for a one-year term ending January 31, 2027.

FISCAL/FINANCIAL IMPACT: Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

DISCUSSION: The Patriotic Commission is a five-member commission consisting of five city residents appointed by a majority of the City Council. This appointment is for a one-year term commencing on February 1, 2026, pending clearance of Live Scan background check.

The City Council is to appoint one (1) Patriotic Commissioner. The City received three (3) applications.

Seeking Appointment:
- George Retamoza
- David Ian Barela
- Jackie Cabral

ATTACHMENT(S):

A. George Retamoza
B. David Ian Barela
C. Jackie Cabral

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
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(626) 579-6540

APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

( ) Homeless Commission

(✓) Patriotic Commission

( ) Planning Commission

PERSONAL INFORMATION *Please print:*

Name: George Retamoza Address: [redacted]

Years in South El Monte: 54 Home Phone: [redacted]

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: Factory Mutual Insurance Co. Work Phone [redacted]

Occupation: Insurance Adjuster Employer's Address: [redacted]

EDUCATION/TRAINING

High School:

Don Bosco Technical Institute (1991) — 12th + Junior College Equivalent
Name/Location — Highest Grade Completed

A.S. Materials Science Technology

University, College, Trade School, or Other:

United States Naval Academy (1996) B.S. General Engineering
Name/Location — Major/Degree

University of Phoenix, Honolulu, HI (2003) M.A. Organizational Mgmt.

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

None

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

None

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

My resume demonstrates a lifelong commitment to service, leadership, and community. I recently retired from the United States Navy after 30 years of honorable service in both active and reserve duties achieving the rank of Commander. As a Surface Warfare Officer, I served in operational commands in San Diego, Japan, South Korea, Hawaii, Virginia and Bahrain. In my civilian career, I have been employed for 23 years with FM Global. I've worked as a Loss Prevention Engineering Consultant and presently as a General Adjuster. My professional experience includes evaluating risks and handle multi million dollar claims while serving our organization with professionalism and ethical responsibility. I am proud resident of South El Monte where I was raised and lived for the last 54 years. It would be my honor to continue my lifelong service on the Patriotic Commission.

IMPORTANT

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By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant [redacted] **Date:** 01 MAR 2026

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

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South El Monte, CA 91733
(626) 579-6540

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CITY OF SOUTH EL MONTE

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APPLICATION FOR APPOINTMENT TO COMMISSION

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Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

( ) Homeless Commission

(✓) Patriotic Commission

( ) Planning Commission

2026 FEB 18 P 3:10 Mar 11

PERSONAL INFORMATION *Please print:*

Name: DAVID IAN BARELA Address: [redacted]

Years in South El Monte: 25 Home Phone: N/A

E-mail Address: [redacted] Cell Phone: [redacted]

Employer: AEG PRESENTS Work Phone: N/A

Occupation: NETWORK ENGINEER Employer's Address [redacted]

EDUCATION/TRAINING

High School:

SOUTH EL MONTE HIGH SCHOOL — 12
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

N/A — N/A
Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

N/A

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

N/A

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? NO

Would your personal or business activities conflict with you serving as a commissioner? NO If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

AS A US NAVY VETERAN, MY EXPERIENCES AND THOUGHTS WOULD CONTRIBUTE TO THE COMMISSIONS' GOAL OF SUPPORTING AND GIVING BACK TO OUR COMMUNITIES PATRIOTS. THE YEARS I HAVE SPENT AS A MEMBER OF THE VETERAN COMMUNITY WOULD ALLOW THE COMMISSION INSIGHT INTO THE LIFE OF ACTIVE DUTY MEMBERS AND VETERANS. I HAVE WORKED IN HIGH STRESS. COLLABORATIVE ENVIRONMENTS WHICH I BELIEVE WILL BE USEFUL IN AIDING THE COMMISSION AND COMMUNITY GOING FORWARD.

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 3/10/2026

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

Office of the City Clerk
1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

CITY OF SOUTH EL MONTE

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

APPLICATION FOR APPOINTMENT TO COMMISSION

The City of South El Monte welcomes your interest to serve on a City Commission. All applicants must be a resident of the City of South El Monte and complete a Live Scan prior to appointment. City of South El Monte employees are **not** eligible to serve as a member on a commission.

Mark which Commission(s) you wish to serve on:

( ) Advancement for Women and Girls Commission

( ) Community Services Commission

( ) Homeless Commission

(✓) Patriotic Commission

( ) Planning Commission

2026 FEB 25 P 2:12

PERSONAL INFORMATION *Please print:*

Name: Jackie Cabral Address: [redacted]

Years in South El Monte: <1yr Home Phone: _____

E-mail Address [redacted] Cell Phone: [redacted]

Employer: U.S. Army (Medically Retired) Work Phone: _____

Occupation: Sr. Paralegal NCO (retired)/ Full Time Student Employer's Address: _____

EDUCATION/TRAINING

High School:

Rosemead High School, Rosemead, CA — Diploma
Name/Location — Highest Grade Completed

University, College, Trade School, or Other:

Azusa Pacific University / Bachelors Business Administration Professional (IN progress)
Name/Location — Major/Degree

LIST CURRENT AND PREVIOUS CITY COMMISSIONS YOU HAVE SERVED ON

None.

PROFESSIONAL, BUSINESS ASSOCIATIONS, CLUBS, GROUPS YOU BELONG TO

- National Federation of Paralegal Associations (NFPA) - Member
- Team Red, White, & Blue (Team RWB) - Member
- Administrator, Fayetteville Women Veterans Facebook Community Group
- Manna Church (Fayetteville, NC) - Welcome Team Volunteer

Would you have any difficulty in attending the necessary night meetings? As well as any difficulty attending any city functions that the City will be hosting? No

Would your personal or business activities conflict with you serving as a commissioner? No If yes, please explain:

Explain in your own words the qualifications or experience you possess that would be an asset as a commissioner:

I served over 16 yrs in the U.S. Army, retiring as a Senior Paralegal NCO. Throughout my career, I worked in military justice, administrative law, and leadership positions supporting Soldiers and senior commanders. My experience required integrity, ethical decision-making, and careful review of policies and procedures. As a veteran and current member of Team Red, White & Blue and the National Federation of Paralegal Associations, I remain committed to supporting service members and maintaining professional standards. I understand the sacrifice of military families and the importance of recognizing those who serve. I would be honored to serve the city of South El Monte by contributing thoughtful, disciplined, and service-oriented leadership to the Patriotic Commission.

IMPORTANT

The application process will be used to assist the City Council in their selection of appointments. The City Council is not bound by the submittal of an application to make an appointment.

Proof of residence is required, including a California State Issued Driver's License (or California State Issued Identification Card) and a utility bill.

By signing the application, you understand that this document is a public record subject to disclosure upon request, you acknowledge your understanding and commitment as a commissioner, and if appointed, consent to a Live Scan background check, will undergo required AB 1234 Ethics training, and will file a Form 700 Statement of Economic Interests.

Appointment by the City of South El Monte is contingent upon the clearance of the Live Scan and sufficient proof of residence. Should that clearance prove to be unsatisfactory, it may affect your eligibility for appointment or cause for immediate dismissal.

Signature of Applicant: [redacted] **Date:** 2-25-2026

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial, criminal prosecution, or subsequent revocation of commission.

Return completed application to:

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1415 Santa Anita Avenue
South El Monte, CA 91733
(626) 579-6540

The City Clerk's Office will contact you regarding the Live Scan.

Jackie J. Cabral
[redacted]

SUMMARY

Bilingual Army Veteran with 16+ years of experience in legal and administrative operations. Proven ability to manage sensitive documents, support complex casework, and deliver exceptional client service. Skilled in records management, team training, document preparation, and compliance oversight. Known for leading high-performing teams, improving operational systems, and thriving in fast-paced environments with a strong commitment to integrity, confidentiality, and excellence.

CORE SKILLS

Customer Service • Creative Problem Solver • Records Management • Microsoft Office • Legal Documentation • Administrative Support • Spanish Fluency • Leadership • Training & Supervision • Attention to Detail • Oral and Written Communications • Teamwork

PROFESSIONAL EXPERIENCE

Senior Paralegal / Military Justice Operations NCO
U.S. Army — Fort Bragg, NC
July 2023 – March 2025
- Received and processed legal and administrative documents with 100% accuracy.
- Oversaw and reviewed payment processing through military systems for travel authorizations and legal documentation fees.
- Trained and mentored 7 junior staff, improving operational performance and accuracy.
- Monitored legal case deadlines and ensured compliance with policy and regulatory timelines.
- Maintained supply orders and inventory control for office operations.
- Briefed the Commanding General and staff on justice trends and case updates.
- Managed 12 court-martial cases from intake through post-trial documentation.

Senior Paralegal
U.S. Army — Fort Bragg, NC
Nov 2021 – July 2023
- Delivered legal administrative support for 800 personnel.
- Coordinated with internal departments and external agencies for appointments, case prep, and scheduling.
- Maintained document tracking and ensured compliance with office policies.
- Trained Soldiers on formatting legal documents and submission procedures.
- Led monthly legal briefings and training workshops to improve paralegal readiness.

Senior Paralegal
U.S. Army — Fort Carson, CO
July 2020 – Nov 2021
- Processed over 1,300 administrative actions and legal case files.
- Implemented improved systems for inventory tracking and case management.
- Reduced document backlog by 50% through organized processing procedures.
- Performed data entry and report generation for high-level legal reviews.
- Collaborated with legal teams to standardize intake processes.
- Trained 35 junior paralegals across two legal offices.
- Recognized by the Staff Judge Advocate for excellence in document review and processing.

Special Victim Prosecutor NCO
U.S. Army — Fort Carson, CO
July 2019 – July 2020
- Managed appointment scheduling, intake, and follow-up for over 450 client cases.
- Handled confidential client records and drafted sensitive documentation.
- Supported trial preparation and ensured court-mandated timelines were met.

- Conducted over 50 client interviews in coordination with investigative agencies.
- Helped develop trauma-informed training materials for legal support staff.

Additional Experience
Paralegal — Various Locations (2009–2018)
- Managed legal records, case files, and document review for multiple military legal offices.
- Provided administrative and clerical support across military justice and legal assistance programs.
- Conducted legal readiness training and document intake for Soldiers and unit leaders.
- Supported high-profile command investigations and Inspector General inspections.
- Managed classified material processing and internal reporting requirements.
- Maintained and inventoried $200K in legal office assets.

EDUCATION & CERTIFICATIONS
- Paralegal Certificate (in progress) — National Federation of Paralegal Associations
- Bachelor's Degree in Business Administration (in progress) — Azusa Pacific University

MILITARY TRAINING HIGHLIGHTS
- National Security Law of Armed Conflict (2023)
- Military Justice Managers Course (2021)
- Ethics Counselor Course (2021)
- Master Resilience Training (2020)
- JAG Corps Knowledge Management (2019)
- Senior Leaders Course – Distinguished Leadership Award (2019)
- Advanced Leaders Course – Distinguished Honor Graduate (2016)

AWARDS
Meritorious Service Medal • Joint Service Commendation Medal • Army Commendation Medal (x8) • Army Achievement Medal (x5) • Certificates of Achievement (x4)

VOLUNTEER EXPERIENCE
Founder & Content Creator
Woman of God Rising – Remote
Jan 2023 – Present
- Create and share faith-based content supporting women through healing, spiritual growth, and emotional wellness.
- Design digital devotionals, Bible verse guides, and affirmation tools sold online and shared on social platforms.
- Lead interactive Christian challenges, social media engagement, and encouragement rooted in Scripture.

Senior Companion Volunteer
TerraBella Nursing Home – Fayetteville, NC
Jan 2024 – 2025
Medallion Nursing Home – Colorado Springs, CO
May 2018 – Dec 2021
- Provide emotional support and spiritual companionship to elderly residents, including memory care patients.
- Assist in planning and participating in small group activities that foster joy, connection, and dignity.
- Build long-term relationships with residents, offering consistent encouragement and presence.
- Visited residents weekly to offer companionship and help reduce isolation among the elderly.
- Supported facility staff during community events, activities and holiday events.
- Offered spiritual encouragement to residents, through prayer and conversation.

REFERENCES
Available upon request.

City Council Agenda Report

Agenda Item No. 12.a.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: LETTER FROM THE MONTEBELLO BREWERS CORPORATION REQUESTING A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2026

SUMMARY: The Montebello Brewers Baseball Corporation ("Brewers") is requesting a facility fee waiver for the use of Dean L. Shively Park and New Temple Park fields to host their 2026 season practices and games. In addition, the Brewers are requesting approval to host two baseball tournaments.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider:

1. The facility fee waiver request for the use of Shively and New Temple Park fields in the estimated amount of $64,225.00; and
2. The Brewers request to host two baseball tournaments.

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the estimated amount of $64,225.00 and the Brewers will be responsible for all remaining costs associated with the reservation, including but not limited to, light fees, insurance coverage, and refundable damage deposits.

The cost associated with the reservation may change based on the modifications to the reservation. However, any increases in the requested fee waiver amounts will require City Council approval and must be submitted in a timely manner by the Brewers in writing.

Please reference Attachment A — Fiscal Impact Chart Montebello Brewers Baseball, summarizing the cost details associated with the fee waiver request.

DISCUSSION: The Brewers are a certified non-profit organization that invites boys between the ages of eight to sixteen (8-16) to try out for their competitive travel baseball program. In recent years, the City has sponsored the program by waiving the facility use fees for the fields at Shively and New Temple Park.

The Brewers are requesting a fee waiver for the use of the fields at Shively and New Temple Park to host their 2026 season practice, games and tournaments. The fee waiver includes the rental of the five (4) fields at New Temple Park and one (1) field at Shively Park for an estimated amount of $64,225.00. The Brewers' requested dates are as follows:

Dates: March 24, 2026, to June 30, 2026
Park: Dean L. Shively Park
Days: Tuesday, Wednesday, Thursday, Friday, Saturday
Times: Tuesday to Friday 6:00 p.m. to 8:30 p.m. / Saturdays 1:30 p.m. to 7:00 p.m.

Dates: July 14, 2026, to July 31, 2026
Park: Dean L. Shively Park
Days: Tuesday, Wednesday, Thursday, Friday, Saturday
Times: Tuesday to Friday 6:00 p.m. to 8:30 p.m. / Saturdays 1:30 p.m. to 7:00 p.m.

Dates: August 4, 2026 to December 6, 2026
Park: New Temple Park
Days: Monday, Friday, Saturday
Times: Monday & Friday 6:00 p.m. to 8:30 p.m. / Saturdays 8:00 a.m. to 4:00 p.m.

In addition, the Brewers are requesting to host two baseball tournaments. The proposed Breast Cancer Awareness Tournament is scheduled for Saturday, October 17, 2026 and Sunday, October 18, 2026, which will raise funds that will be donated to the City of Hope. The proposed Toys for Tots Tournament is scheduled for Saturday, December 5, 2026 and Sunday, December 6, 2026, which collects toys that will be partially donated to the South El Monte Christmas Wish Toy Giveaway event.

If the Brewers request is granted, the Brewers must allow use of the fields to any request received from a South El Monte-based organization or program during their approved reservation time.

ATTACHMENT(S):

A. FISCAL IMPACT CHART BREWERS
B. MONTEBELLO BREWERS RESERVATION APPLICATION
C. FEE WAIVER REQUEST LETTER - BREWERS

ATTACHMENT A

Fiscal Impact Chart Montebello Brewers Baseball

Waived Facility Rental Fee

Fee Description	Units	Total
Shively Park Field	$50/hr x 358.5 hours	$17,825.00
New Temple Park Fields (4)	$50/hr x 232 hours x 4 Fields	$46,400.00
	Total:	$64,225.00

Non- Waived Fees

Fee Description	Units	Total
New Temple Park Refundable Damage Deposit	$500.00	$500.00
New Temple Park Insurance Coverage	Agency will Provide	N/A
Shively Park Refundable Damage Deposit	$500.00	$500.00
Shively Park Insurance Coverage	Agency will Provide	N/A
	Total:	$1,000.00

Fee Description	Units	Total
New Temple Park Light Fees (4)	$6/hr x 57 hours x 4 Fields	$1,368.00
Shively Park Light Fees	$30/hr x 112.5 hours	$3,375.00
	Total:	$4,743.00

❖ Amount may vary due to additional request or cancellation

ATTACHMENT B

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: Leo Briones - Montebello Brewers	Organization/Business: Montebello Brewers Baseball
Address: 10912 Galax Street	City: South El Monte Zip Code: 91733
Home Phone: 626-232-8464	Work Phone:
Cell Phone:	Email: MTBORG@YAHOO.COM

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	___ Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___ Community Room
___ Amphitheater	___ Multi Room	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room		Shively or New Temple
___ Parking Lot			SHIVELY PARK Baseball Field
			_____ Picnic Area
			_____ Softball Field
			_____ Picnic Area

Date of Event:	3/18-6/27	Day(s):	TUESDAY-SATURDAY	Estimated Attendance:	80
Purpose of Event/Function:	BASEBALL PRACTICES & GAMES TUESDAY-FRIDAY 6PM-8:30PM SATURDAY 1:30PM-4PM				
Reservation Time:	_____ to _____		Set up Time:	_____ to _____	
Kitchen Hours:	_____ to _____		Clean up Time:	_____ to _____	
Will the event be open to the public?	YES				
Will there be entertainment?	NO		If yes, what type? _____		
Will food be served?	NO		If yes, name of caterer? _____		
Will alcohol be served?	NO				
Portable Stage needed?	NO				

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- OFFICE USE ONLY ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ 50/HOUR x 286 Hours	$ 14,300.00
Light Fee	$ 30/HOUR x 94.5 Hours	$ 2,835.00
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$ N/A
Kitchen Fee		$ N/A
Clean Up Fee		$ N/A
Damage Deposit		$ 500.00
Insurance Premium Certificate	AGENCY WILL PROVIDE	$ N/A
Liquor Premiums		$ N/A
Inflatable Bouncer		$ N/A
ABC Permit		$ N/A
	TOTAL:	$ 17,635.00

# of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: LEO BRIONES	Organization/Business: MONTEBELLO BREWERS
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	___ Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___Community Room
___ Amphitheater	___ Multi Room	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room		Shively or New Temple
___ Parking Lot			SHIVELY ___ Baseball Field
			___ Picnic Area
			___ Softball Field
			___ Picnic Area

Date of Event:	JULY 14 - JULY 31, 2026	Day(s):	TUESDAY, WEDNESDAY	Estimated Attendance:	80		
Purpose of Event/Function:	BASEBALL PRACTICE & GAMES	THURSDAY FRIDAY SATURDAY					
Reservation Time:	TUES-FRI	to	6PM-8:30PM	Set up Time:		to	
Reservation Time:	SAT	to	1:30PM-7PM	Clean up Time:		to	
Will the event be open to the public?	YES						
Will there be entertainment?	N/A			If yes, what type?			
Will food be served?	N/A			If yes, name of caterer?			
Will alcohol be served?	N/A						
Portable Stage needed?	N/A						

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
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NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ 50 x 46.5 Hours	$ 2,325.00
Light Fee	$ 30 x 12 Hours	$ 360.00
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$ N/A
Kitchen Fee		$ N/A
Clean Up Fee		$ N/A
Damage Deposit		$ N/A
Insurance Premium Certificate		$ N/A
Liquor Premiums		$ N/A
Inflatable Bouncer		$ N/A
ABC Permit		$ N/A
	TOTAL:	$ 2685.00

# of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: LEO BRIONES	Organization/Business: MONTEBELLO BREWERS
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

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___ Amphitheater	___ Multi Room	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room		Shively or New Temple
___ Parking Lot		4 FIELDS NEW TEMPLE	___ Baseball Field
			___ Picnic Area
			___ Softball Field
			___ Picnic Area

Date of Event:	AUG 4 - DEC 6, 2026	Day(s):	MONDAY,FRIDAY, SATURDAY	Estimated Attendance:	80		
Purpose of Event/Function:	BASEBALL PRACTICE & GAMES						
Reservation Time:	MON/FRI	to	6PM-8:30PM	Set up Time:		to	
Reservation Time:	SAT	to	8AM-4PM	Clean up Time:		to	
Will the event be open to the public?	YES						
Will there be entertainment?	N/A			If yes, what type?			
Will food be served?	N/A			If yes, name of caterer?			
Will alcohol be served?	N/A						
Portable Stage needed?	N/A						

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---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

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The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ 50 x 4 Field(s) x 196 Hours	$ 39,200.00
Light Fee	$ 30 x 4 Fields X 51 Hours	$ 6,120.00
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$ N/A
Kitchen Fee		$ N/A
Clean Up Fee		$ N/A
Damage Deposit		$ 500.00
Insurance Premium Certificate		$ N/A
Liquor Premiums		$ N/A
Inflatable Bouncer		$ N/A
ABC Permit		$ N/A
	TOTAL:	$ 45,820.00

# of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
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Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: LEO BRIONES	Organization/Business: MONTEBELLO BREWERS
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	___ Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___ Community Room
___ Amphitheater	___ Multi Room	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room		Shively or New Temple
___ Parking Lot		4 FIELDS NEW TEMPLE & SHIVELY FIELD	___ Baseball Field
			___ Picnic Area
			___ Softball Field
			___ Picnic Area

Date of Event:	OCT.17 & OCT 18	Day(s):	SATURDAY & SUNDAY	Estimated Attendance:	100+		
Purpose of Event/Function:	FOR HOPE BREAST CANCER TOURNAMENT						
Reservation Time:	8AM-8PM	to		Set up Time:		to	
Kitchen Hours:		to		Clean up Time:		to	

Will the event be open to the public?	YES	
Will there be entertainment?	N/A	If yes, what type?
Will food be served?	N/A	If yes, name of caterer?
Will alcohol be served?	N/A	
Portable Stage needed?	N/A	

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ 50 x 5 Field(s) x 12 Hours	$ 3,000.00
Light Fee	$ 30 x 5 Field(s) x 3 Hours	$ 450.00
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$
Kitchen Fee		$
Clean Up Fee		$
Damage Deposit		$
Insurance Premium Certificate		$
Liquor Premiums		$
Inflatable Bouncer		$
ABC Permit		$
	TOTAL:	$ 3,450.00

# of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org

APPLICANT INFORMATION

Name: LEO BRIONES	Organization/Business: MONTEBELLO BREWERS
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
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___ Amphitheater	___ Multi Room	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room		Shively or New Temple
___ Parking Lot		4 FIELDS NEW TEMPLE & SHIVELY FIELD	___ Baseball Field
			___ Picnic Area
			___ Softball Field
			___ Picnic Area

Date of Event:	DEC 5 & DEC 6	Day(s):	SATURDAY & SUNDAY	Estimated Attendance:	100+		
Purpose of Event/Function:	TOYS FOR TOTS TOURNAMENT						
Reservation Time:	8AM-8PM	to	___	Set up Time:	___	to	___
Kitchen Hours:	___	to	___	Clean up Time:	___	to	___

Will the event be open to the public?	___	
Will there be entertainment?	___	If yes, what type? ___
Will food be served?	___	If yes, name of caterer? ___
Will alcohol be served?	___	
Portable Stage needed?	___	

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: _____ **DATE OF USE:** _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

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Light Fee	$ 30 x 5 Field(s) x 3 Hours	$ 450.00
Security Guard Fee	$ _____ x _____ # Guard (s) x _____ Hours	$
Kitchen Fee		$
Clean Up Fee		$
Damage Deposit		$
Insurance Premium Certificate		$
Liquor Premiums		$
Inflatable Bouncer		$
ABC Permit		$
	TOTAL:	$ 3,450.00

# of Round Tables: _____ #
of Rectangle Tables: _____ #
of Chairs _____

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BALANCE DUE DATE: _____

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Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____
Deposit(s): Date: _____ Receipt # _____ Payment $ _____ Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

To the respected board members of City of South El Monte

The Brewer Baseball Organization is non-profit travel baseball organization whose president has been a resident of your city for as many years as he has been president (30+ yrs. and counting).

Brewers have paid all costs requested of the city for field usage. We are coming to you today not asking for free fields but for a discount on rental charges. We are a non-profit organization and are paying over $1,000 monthly. We try to do as much as we can for our players, parents, and the wonderful city of South El Monte we represent.

We hold two major tournaments a year for in partnership with the City of South El Monte. October is our Cancer awareness tournament and proceeds are donated to St Jude hospital and City of hope in the name of Brewers and City of South El Monte. In December we hold our "Toys for tots" and have collected over 800 toys a year for the City of South El Monte.

Any support the city can give us with field costs would be much appreciated and in return we will continue to take care of the fields we use to assure they are in ready for next sport coming in to use them.

Thank you again to The City Of South El Monte for all of your support.

Brewers Baseball Organization

City Council Agenda Report

Agenda Item No. 12.b.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY: Eric Diaz, Senior Executive Assistant

SUBJECT: LETTER FROM EPIPHANY CATHOLIC CHURCH REQUESTING A FEE WAIVER FOR A TEMPORARY USE PERMIT AND CITY STAFF TIME FOR THEIR 2026 SILENT MARCH

SUMMARY: Epiphany Church is requesting a fee waiver for a Temporary Use Permit (TUP) and for City staff time dedicated to public safety support during its 2026 Silent March procession, scheduled for Friday, April 3rd, 2026.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider approving the fee waiver request submitted by Epiphany Catholic Church, totaling $1,441.68.

FISCAL/FINANCIAL IMPACT: The fiscal impact of this action is a total waiver of $1,441.68 which includes two components: $1,250 for the Temporary Use Permit (TUP) fee and $191.68 for City personnel labor costs dedicated to public safety support.

DISCUSSION: Epiphany Catholic Church will host a silent march on Friday, April 3rd. The silent march will begin at 7:30 pm and proceed through the streets surrounding the parish. The parishioners will push a cart with an image and feature just one individual with a drum alongside in support of these processions. Epiphany is requesting a fee waiver for the Temporary Use Permit and the public safety staff time required. The event will be supported by two to three officers for 1 to 1.5 hours on Friday evening at a rate of $84 per hour, resulting in a cost range of $100 to $191.

The work schedules of public safety and code enforcement officers will be adjusted to minimize overtime when feasible, in order to implement a traffic detail plan that provides a safe route and ensures participant safety. Epiphany Church has completed and submitted a Temporary Use Permit application in compliance with the City's Municipal Code, along with a certificate of liability insurance naming the City as additionally insured. The permit includes specific conditions the church must follow to remain in compliance. Epiphany Church also worked with City staff to establish a secure route for the procession, ensuring the safety of participants, the public, and South El Monte residents.

ATTACHMENT(S):

A. LETTER FROM EPIPHANY - RECORRIDO DEL SILENCIO 1
B. RECORRIDO MARCHA DEL SILENCIO
C. Epiphany Certificate of Liability
D. EPIPHANY SILENT MARCH Staff Totals as of 3.11.26

Epiphany Catholic Church
Religious Education
10911 E. Michael Hunt Dr.
South El Monte California 91733
Phone (626) 448 3636 Fax (626) 575-1738

March 10, 2026

Rene Salas
City Manager
South El Monte City Council
1415 Santa Anita Avenue
South El Monte, CA 91733

Dear City Manager and Council Members:

Once again, we are seeking help in securing the safety of some of our parishioners. On Friday, April 3rd, we are planning a silent march through the streets surrounding the parish. We will begin at 7:30 pm. We will march in a procession with an image on a pushing cart. There will be no music, just one person with a drum. I've attached a map of the streets we will walk through.

Attached you will find the route that we will be walking along, the certificate of liability insurance is already on file.

We would request that the City Council waive the fees associated with the permit and whether labor cost for a soft closure by the Public Safety that the city may deem appropriate.

Thank you for your service and support to aur community. If I could be of any additional assistance to you regarding this matter, you may contact me at the number above.

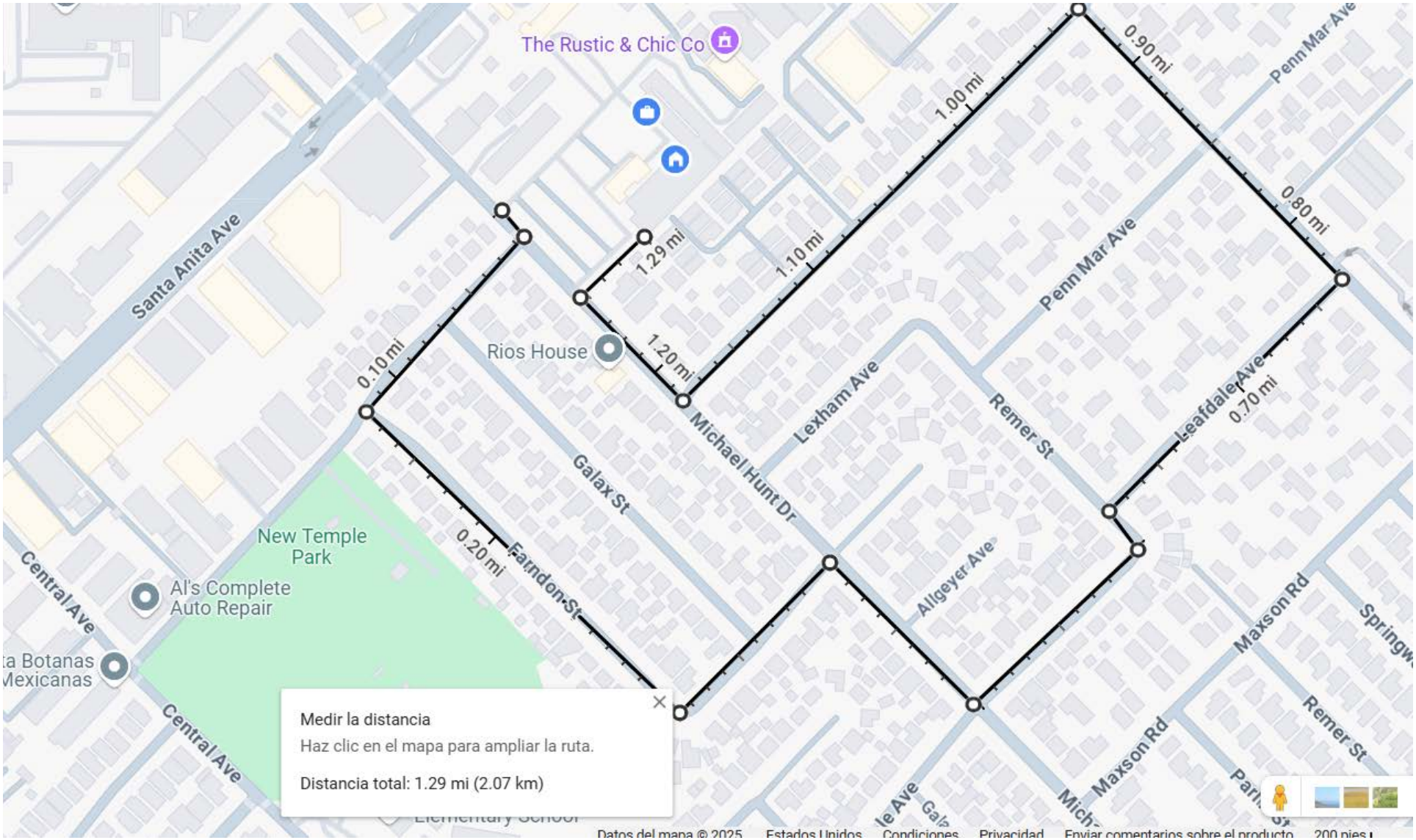
Sincerely yours in Christ,

Dr. Humberto Ramos, PhD
Parish Life Director

EPIPHANY CATHOLIC CHURCH
10911 MICHAEL HUNT DR
SOUTH EL MONTE CA 91733
(626) 442-6262

ATTACHMENT B

ROUTE OF THE SILENT MARCH



ATTACHMENT C

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293	**CONTACT NAME:** Jenny Borino **PHONE (A/C, No, Ext):** 415-546-9300 **FAX (A/C, No):** 415-536-8499 **E-MAIL ADDRESS:** jenny_borino@ajg.com
INSURED Roman Catholic Archbishop of Los Angeles 3424 Wilshire Blvd. Los Angeles, CA 90010-2241	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Safety National Casualty Corporation — 15105 INSURER B : Federal Insurance Company — 20281 INSURER C : Underwriters at Lloyd's, London — 32727 INSURER D : Archdiocese of LA Ins Company — INSURER E : Princeton Excess & Surplus Lines Ins Co — 10786 INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1015330263 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			N2A3FF000001213 ALAIC-2025-0001	7/1/2025 7/1/2025	7/1/2026 7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DIRECTORS & OFFICERS	$ 5,000,000 $ INCLUDED $ 5,000 $ 5,000,000 $ 5,000,000 $ INCLUDED $ INCLUDED
E D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			N2A3FF000001213 ALAIC-2025-0001	7/1/2025 7/1/2025	7/1/2026 7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $ INCLUDED $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			SP4067724	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B C	Crime Property			81814981 B1262PW0019025	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Aggregate Limit	$ 3,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation limits inclusive of $1M retention. Crime limit inclusive of $250K retention. Property policy deductible is $750K. Property location deductible is $2,500.
Church of the Epiphany 10911 Michael Hunt Dr.South El Monte, CA 91733 as respects to OL of Guadalupe processions The parish is divided into sectors. Beginning Dec 2nd through Dec 11,

CERTIFICATE HOLDER

City of South El Monte, its offeciers, employees and officials
14154 Santa Anita AvenueSouth
El Monte CA 91733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of South El Monte, its offeciers, employees and officials
14154 Santa Anita AvenueSouth
El Monte, CA 91733

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

 Copyright, Insurance Services Office, Inc., 1984

ATTACHMENT D

Last Name	First Name	Primary position	Step	Hourly Rate	OT Rate	OT Rate hours to be worked	Total OT	OT NS-Rate	OT NS Rate hours to be worked	Total OT NS	FY26 FICA	FY26 MED	DISABILITY & LIFE	MEDICAL	VISION	DENTAL	PERS %	PERS	Benefits Total	Total OT Fiscal Impact
Rodriguez	Raul	Code Enf. Supervisor	E	$ 50.503776	$ 75.755664	0	$ -	$ 77.255664	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.1418	$ -	$ -	$ -
Pitones	Daniel	Code Enforcement	D	$ 40.449320	$ 60.673980	0	$ -	$ 62.173980	1.5	$ 93.26	$ 5.78	$ 1.35	$ -	$ -	$ -	$ -	0.0796	$ -	$ 7.13	$ 100.40
Olivos	Antonio	Code Enforcement	B	$ 36.688730	$ 55.033095	0	$ -	$ 56.533095	1.5	$ 84.80	$ 5.26	$ 1.23	$ -	$ -	$ -	$ -	0.0796	$ -	$ 6.49	$ 91.29
																				$ 191.68

City Council Agenda Report

Agenda Item No. 12.c.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: LETTER FROM SOUTH EL MONTE HIGH SCHOOL GIRLS BASKETBALL PROGRAM REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER AMPHITHEATER AND ALL THE FEES ASSOCIATED WITH THE RESERVATION

SUMMARY: The South El Monte High School Girls Basketball Program ("SEMHS Girls Basketball") is requesting a facility fee waiver for the use of the South El Monte Community Center Amphitheater to host their end of the season banquet. In addition, SEMHS Girls Basketball is requesting that the City Council consider waiving all the fees associated with the reservation.

RECOMMENDED ACTION: Staff recommends that the City Council discuss and consider:

1. The requested facility fee waiver for the use of the Community Center Amphitheater in the amount of $375.00; and
2. The request to waive the non-waived fees associated with the reservation in the amount of $927.50.

FISCAL/FINANCIAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fee in the amount of $375.00 and SEMHS Girls Basketball will be responsible for the remaining cost associated with the reservation, including but not limited to damage deposits, staff time, and cleaning fees.

If the City Council approved waiving all the fees associated to the reservation, the City would allocate $927.50 from the General Fund.

Please find below a chart detailing the cost related to the facility fee waiver and reservation.

Waived Fees

Fee	Unit	Total
Facility Rental Fee	$50 per hour x 3.75 hours	$375.00
Total:		$375.00

Non-Waived Fees

Fee	Unit	Total
Staff Fee	$17 per hour x 2 staff x 3.75 hours	$127.50
Cleaning Fes	Flat Rate $300.00	$300.00
Refundable Damage Deposit	Flat Rate $500.00	$500.00
Total:		$927.50

DISCUSSION: The City has been a long-time sponsor and supporter of South El Monte High School student sport programs. The SEMHS Girls Basketball program wishes to host their annual end-of-the-season banquet celebrating a successful year, honoring coaches, and awarding players. The SEMHS Girls Basketball program is requesting a facility fee waiver for the use of the Community Center Amphitheater to host their banquet on Saturday, April 18, 2026 from 6:00 p.m. to 9:45 p.m.

Community partners, non-profit organizations, and local school districts qualify to request a facility fee waiver which solely cover the facility's rental fees. All other related reservation fees, including but not limited to, staff time, damage deposits, and cleaning fees are the responsibility of the organization. SEMHS Girls Basketball is requesting that the City Council consider waiving all the fees associated with the reservation (non-waived fees), including staff time, damage deposits, cleaning fees, in the amount of $927.50. The City Council has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule.

ATTACHMENT(S):

A. Letter from South El Monte High School Girls Basketball Program
B. Reservation Application

Mayor and City Council
South El Monte City Hall
1415 Santa Anita Ave
South El Monte Ca, 91733

Ronald Saldana
South El Monte High School
Head Coach

March 11, 2026

Dear City Council,

The South El Monte High School girls basketball program is requesting the use of your community center app theater for our banquet on April 18, 2026 from 6 PM to 9:46pm We will welcome our families from this year's varsity and Junior varsity teams to honor the girls on this past season for making CIF playoffs and having a successful year, we would also like to honor our three girls for making all Mission Valley league as well as our JV team for being league champions while also honoring our hard-working, volunteer coaches, managers, and scorekeepers for the hard work they put in throughout the year we will be expecting about 100 people in attendance. Lastly, are organization is requesting A fee waiver from the city Council for any cost associated with the rental of the community center amphitheater we are extremely appreciative of these considerations

Sincerely Ronald R Saldana
Head Coach

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us

APPLICANT INFORMATION

Name: Ronald Saldana	Organization/Business: SEMHS Basketball
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT
ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT

RESERVATION INFORMATION

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_x__ Amphitheater	___ Game Room I	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room II		Shively and New Temple
___ Parking Lot			_____ Field
			_____ Picnic Area
			_____ Field
			_____ Picnic Area

Date of Event:	_April 18, 2026_		Day(s):	__Saturday _____		Estimated Attendance:	_100____
Purpose of Event/Function:	_Basketball Banquet _____						
Reservation Time:	6:00 pm	to	9:45 pm	Set up Time:	6:00 pm	to	7:00 pm
Kitchen Hours:	NA	to	NA	Clean up Time:	9:00 pm	to	8:45 pm

Will the event be open to the public?	__no___	
Will there be entertainment?	_____	If yes, what type? _____
Will food be served?	_____	If yes, name of caterer? _____
Will alcohol be served?	_____	
Portable Stage needed?	_____	

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: _____ *Date:* _____

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: Erin Lui Temple City Sheriffs_____ DATE OF USE: Thursday, June 12, 2025_____

FACILITY: South El Monte Senior Center_____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Field Use Fee	$ _100__ x _____3.75___ Hours	$ 375.00
Staff Fee	$ ___17____ x __2__ Staff x __3.75__ Hours	$ 127.50
Security Guard Fee	$ _____ x _____ # Guard (s) x ____ Hours	$ NA
Kitchen Fee		$ NA
Clean Up Fee		$ 300.00
Damage Deposit		$ 500.00
Insurance Premium Certificate	Agency has Provided	$ NA
Liquor Premiums		$ NA
Inflatable Bouncer		$ NA
ABC Permit		$ Na
	TOTAL:	$ 1,302.50

# of Round Tables: ___0_____
# of Rectangle Tables: _____
# of Chairs _____

Table and Chair Ratio
6 inch Round Table = 8 chairs
6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____Receipt # _____Payment $ _____Balance $ _____
Deposit(s): Date: _____Receipt # _____Payment $ _____Balance $ _____
Deposit(s): Date: _____Receipt # _____Payment $ _____Balance $ _____
Deposit(s): Date: _____Receipt # _____Payment $ _____Balance $ _____
Deposit(s): Date: _____Receipt # _____Payment $ _____Balance $ _____

Security Deposit Refund:

Invoice #:_____

Full refund: Yes_____ No _____

Account#:_____

Reservation Info:

If No, reason:

_____

_____

Amount refunded: $_____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes , assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
    Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund

2. All other cancellations subject to a $25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cacellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____

City Council Agenda Report

Agenda Item No. 13.a.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

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

SUBJECT: **MAYOR GLORIA OLMOS**

1. Follow up on last year's and this year's financials for ERA with a request stating that if they cannot produce financials, they will pay back the City $55,000 that was gifted to them. As a non-profit, it should be a public record; there is no record of it.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 13.b.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **COUNCILEMBER MANUEL ACOSTA**

1. Usage of the Pylon Sign Adjacent to Santa Anita Avenue and 60 Fwy

   Discussion/Action: The old Ramada hotel was built in 1991 that included a Pylon Sign adjacent to the 60 fwy. Was the Pylon Sign built independently with its own CUP (Conditional-Use Permit)? If so, can this sign be used as an alternative to the pylon sign being planned for the new shopping plaza being built on Santa Anita Avenue?

2. Investigation Into Alleged Misconduct by City Councilmembers

   Discussion/Action: In the Public Comment session of the March 3rd meeting, several speakers mentioned incidents regarding councilmember misconduct. The City Council should consider investigating these allegations.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None

City Council Agenda Report

Agenda Item No. 13.c.

DATE: March 17, 2026

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, City Manager

SUBMITTED BY:

SUBJECT: **MAYOR PRO TEM RUDY BOJORQUEZ**

1. Discussion/Action to open an investigation on public comments made at the last City Council meeting that Rustic and Chic was bribing council members since 2023 to extend their CUP.

SUMMARY:

RECOMMENDED ACTION:

FISCAL/FINANCIAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None