

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

**APRIL 28, 2020, 6:00 PM
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

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

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

THIS IS A CITY COUNCIL MEETING BY TELECONFERENCE ONLY.

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

Members of the public wishing to submit a general comment or a comment on an agenda item, can email rjuarez@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received by 5:00 p.m. on Tuesday, April 28, 2020 will be added to the City Council agenda as part of the public comment. The public may also view a live telecast of the meeting online at www.cityofsouthelmonte.org.



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

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

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Councilmember Manuel Acosta
3. **INVOCATION** Public Works Director Rene Salas
4. **PRESENTATIONS** None.
5. **APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES**

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

6. **PUBLIC COMMENT**

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

7. **CONSENT CALENDAR**

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

a. **MINUTES**

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

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

[Minutes](#)

b. WARRANTS

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-35, authorizing payment of City expenditures.

[Resolution No. 20-35](#)

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

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

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-40 approving the equipment list in connection with the \$300,000 State General Fund Allocations received.

[Attachment A - Resolution No. 20-40](#)

[Attachment B - Equipment List](#)

d. SECOND READING AND ADOPTION OF ORDINANCE NO. 1243, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC) CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES

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

RECOMMENDED ACTION: Staff recommends that the City Council consider and adopt Ordinance No. 1243, Zone Text Amendment (No. 19-27) to make certain adjustments to the SEMMC Chapter 17.22 "Overlay Zone Districts" to set minimum residential development standards.

[Attachment A - Ordinance No. 1243](#)
[Attachment B - Proposed Overlay](#)

8. PUBLIC HEARINGS None.

9. GENERAL BUSINESS

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

On March 11, 2020, the City issued a Request for Proposals (RFP) for Auditing Services and received four proposals by the deadline of April 9, 2020 by 4:00 p.m. Staff reviewed the proposals, conducted interviews and determined that, of the four companies, CWDL provided the lowest bid and is the auditing firm that can best meet the needs of the City.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-41, approving a three year contract with CWDL for auditing services.

[Attachment A – Resolution No. 20-41](#)

[Attachment B – Professional Services Agreement](#)

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS:

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

11. CORRESPONDENCE None.

12. COUNCILMEMBERS' AGENDA

a. MAYOR PRO TEM GRACIE RETAMOZA

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

b. COUNCILMEMBER HECTOR DELGADO

1. Project Room Key - Discussion/Action.

c. MAYOR GLORIA OLMOS

1. Concerns, Do's and Don'ts Regarding Project Room Key in South El Monte.
2. Vouchers from Los Chillitos for those South El Monte Families in need.
3. Food Baskets Distribution for South El Monte Residents.

13. CLOSED SESSION None.

14. RECESS COUNCIL MEETING

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

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

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

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

a. MINUTES

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

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

[Minutes](#)

20. EXECUTIVE DIRECTOR'S AGENDA None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING



City Council Agenda Report

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

DATE: April 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

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

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

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
APRIL 14, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. ROLL CALL

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

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

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

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

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Retamoza led the Pledge of Allegiance.

3. INVOCATION

City Manager, Rachel Barbosa, offered the Invocation.

4. PRESENTATIONS None.

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

A motion was made by Angel, seconded by Retamoza and carried (5 - 0) to approve the agenda and waive full reading of ordinances.

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

NAYS:None.

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

a. MINUTES

Staff seeks City Council approval of the Minutes of the December 18, 2019, February 25, 2020, February 27, 2020, March 10, 2020, March 17, 2020, and March 24, 2020 meetings.

b. WARRANTS

Authorizing payment of City expenditures for the period of March 25, 2020 through April 14, 2020 totaling \$1,091,675.01.

c. CONSIDER APPROVING THE REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) AND AUTHORIZING STAFF TO SOLICIT PROPOSALS

On March 13, 2018, the City Council approved a Request for Proposals (RFP) for Consulting Services to Update the City's Local Hazard Mitigation Program (LHMP) and to solicit proposals, which were due for submission on April 11, 2018. On September 25, 2018, the City Council authorized the submission of a Hazard Mitigation Grant application with the California Governor's Office of Emergency Services (Cal OES) for the amount of \$80,000, including a 25% local match of \$20,000. The City received the notice of award in January of 2020. Due to the lapse in time since the 2018 solicitation, staff seeks to re-solicit proposals.

d. CONSIDERATION OF RESOLUTION NO. 20-36 DESIGNATING AUTHORIZED AGENTS TO ACT ON BEHALF OF THE CITY OF SOUTH EL MONTE FOR THE PURPOSE OF OBTAINING STATE AND FEDERAL DISASTER FINANCIAL ASSISTANCE

To participate in the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) disaster assistance programs, the City Council must adopt the Cal OES Form 130, Designation of Applicant's Agent Resolution for Non-State Agencies to designate Authorized Agents to apply for and seek reimbursement of disaster assistance funds from the Federal and State governments.

e. CONSIDERATION OF RESOLUTION NO. 20-37 APPROVING THE CERTIFICATION OF THE CITY OF SOUTH EL MONTE 2011 ENGINEERING AND TRAFFIC SURVEY TO 10-YEARS, EFFECTIVE UNTIL DECEMBER 2021

The purpose of an Engineering and Traffic Survey is to establish updated speed limits that can be enforced using radar at pre-determined locations. The City of South El Monte approved and has certified the citywide speed limits per the Engineering and Traffic Survey conducted in December 2011.

f. CONSIDERATION OF RESOLUTION NO. 20-38 APPROVING SECOND AMENDMENT TO JOINT EXERCISE POWERS AGREEMENT BETWEEN THE CITIES OF NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO, PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY (SEAACA)

The cities of Norwalk, Pico Rivera, Downey, Bell Gardens, Montebello, Paramount, Santa Fe Springs and South El Monte entered into a Joint

Exercise of Powers Agreement to establish and maintain the Southeast Area Animal Control Authority for the purpose of providing animal control services within each of these cities. The term of the agreement will expire on June 30, 2020. This request is being made to extend the term of the agreement to June 30, 2035.

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

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

NAYS:None.

8. **PUBLIC HEARINGS**

8.a.**CONSIDERATION OF RESOLUTION NO. 20-39 APPROVING A GENERAL PLAN AMENDMENT TO ADOPT THE UPDATED HOUSING ELEMENT**

The Assistant Planner presented the staff report and a PowerPoint on the 4 Year Housing Element which summarized: Housing Element Facts, Housing Element Content, Housing Element Role, Penalties for Non-Compliance, What is the RHNA, 2014-2021 RHNA, What is the "Rollover" RHNA, How We Meet the RHNA, How We Meet the Remaining RHNA, Housing Element Update, Housing Programs, Housing Element Laws, and Housing Element Update Process.

Mayor Olmos opened and closed the public hearing after determining there was no one wishing to speak.

A motion was made by Acosta, seconded by Angel and carried (5 - 0) to adopt Resolution No. 20-39, approving a General Plan Amendment to adopt the Updated Housing Element.

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

NAYS:None.

9. **GENERAL BUSINESS None.**

10. **COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS None.**

11. **CORRESPONDENCE None.**

12. **COUNCILMEMBERS' AGENDA None.**

13. **CLOSED SESSION None.**

14. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 6:19 p.m.

Rose Juarez, City Clerk

Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE
SPECIAL MEETING MINUTES
APRIL 14, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. CALL TO ORDER AND ROLL CALL

Mayor Olmos called the meeting to order at 6:20 p.m.

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

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

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

2. APPROVAL OF AGENDA

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

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

NAYS:None.

3. PUBLIC COMMENTS

Mayor Olmos opened and closed public comments after determining there was no one wishing to speak.

4. CONSIDERATION OF URGENCY ORDINANCE NO. 1246-U ESTABLISHING A REQUIREMENT THAT FACE COVERINGS BE WORN WHILE IN PUBLIC

The City Attorney read the title of the Ordinance.

Councilmember Delgado stated he is appreciative of the local businesses that are enforcing the use of face covering and stated according to updates by the County there are no COVID-19 cases in South El Monte.

Councilmember Acosta stated he too is appreciative to see people wearing face masks while in restaurants and grocery stores and of personnel reminding customers that they are required to wear masks.

Mayor Olmos stated the City Council should continue to keep the City safe and lead by example by wearing face coverings when they go out in public.

A motion was made by Acosta, seconded by Delgado and carried (5 - 0) to adopt Urgency Ordinance No. 1246-U, requiring that face coverings be worn while in public within the City.

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

NAYS:None.

5. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 6:27 p.m.

Rose Juarez, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

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

DATE: April 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-35, authorizing payment of City expenditures.

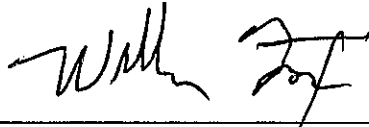
ATTACHMENTS:
[Resolution No. 20-35](#)

RESOLUTION NO. 20-35

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF APRIL 15, 2020 THROUGH APRIL 28, 2020 TOTALING \$293,198.23

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

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



Interim Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Electronic Warrants	04/15/2020 – 04/28/2020	3971-3980	102,137.29
FY 19/20	Hand Typed Warrants	04/15/2020 – 04/28/2020	135727-135735	41,563.45
FY 19/20	Regular Warrants	04/15/2020 – 04/28/2020	135736-135759	43,368.25
Payroll	Check	PPE 04/18/2020	27134-27144	8,476.76
Payroll	Direct Deposit	PPE 04/18/2020	756542-756640	97,652.48
	Total Warrants			<u>\$293,198.23</u>

TOTAL EXPENDITURES RESOLUTION NO. 20-35 \$293,198.23

PASSED, APPROVED, AND ADOPTED this 28th day of April 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-35, 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 28th day of April 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:09AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011001010	AMAZON CAPITAL SERVICES, INC	3973	4/20/2020	TAX	3.16
20	011001010		3973	4/20/2020	VANITY MIRROR MAYOR	11.59
20	011001010		3973	4/20/2020	MEMORYPILLOW CM ANGEL	19.99
						\$34.74
20	05	CALPERS RETIREMENT	3974	4/20/2020	PPE 3/8-3/21 PL23047	1,611.33
20	05		3974	4/20/2020	PPE 3/8-3/21 PL27216	7,161.59
20	05		3974	4/20/2020	PPE 3/8-3/21 PL 685	10,248.62
20	011001050		3975	4/20/2020	2020 REPLACEMENT CONT	338.94
20	05		3976	4/20/2020	PPE 3/22-4/4 PL 23047	1,917.51
20	05		3976	4/20/2020	PPE 3/22-4/4 PL 27216	7,391.75
20	05		3976	4/20/2020	PPE 3/22-4/4 PL 685	10,248.62
						\$38,918.36
20	05	DEPARTMENT OF THE TREASURY	3977	4/20/2020	MED PPE:4/4/20	4,513.08
20	05		3977	4/20/2020	FEDERAL PPE: 4/4/20	13,638.03
20	05		3977	4/20/2020	FICA PPE: 4/4/20	19,297.24
						\$37,448.35
20	011701750	ELAN FINANCIAL SERVICES	3972	4/8/2020	BIG 5 METAL DETECTOR	-252.99
20	011001010510		3972	4/8/2020	SOUTHWEST AIRLINES	-15.00
20	011001010		3972	4/8/2020	JERSEY MIKES	-4.37
20	011001010		3972	4/8/2020	JERSEY MIKES	-0.51
20	011001020		3972	4/8/2020	PARKING C.M. CITY MTG	0.75
20	011001010		3972	4/8/2020	APPLE ICLOUD STORAGE	0.99
20	011701520		3972	4/8/2020	CVS HAND SANTIZER	2.19
20	011701520		3972	4/8/2020	CVS HAND SANTIZER	4.39
20	011501530		3972	4/8/2020	UNION STATION PARK'G	8.00
20	011001040		3972	4/8/2020	ADOBE PHOTOSHOP	9.99
20	011701710		3972	4/8/2020	SGV NEWSPAPER SUB.	10.00
20	448008010		3972	4/8/2020	CRICUT	10.81
20	011001050		3972	4/8/2020	DD/BR CROSSING GUARDS	12.39
20	011001010		3972	4/8/2020	2/25 JERD'YMIK COUNCI	12.75
20	011001010510		3972	4/8/2020	SOUTHWEST AIRLINES	15.00
20	011701710		3972	4/8/2020	LA TIMES SUB.	15.96
20	011001050		3972	4/8/2020	3/9 JPIA BRK TRAIN'G	19.98
20	011601620		3972	4/8/2020	SCTR PARTS TOWN COFFE	22.44
20	011001050		3972	4/8/2020	3/9 JPIA BRK TRAIN'G	38.76
20	011501540		3972	4/8/2020	CPRS DELAGATE TRANS	50.00
20	011001050		3972	4/8/2020	3/9 JPIA SUPER TRAIN'	52.82
20	011001050		3972	4/8/2020	3/2 JPIA TRAIN'G SNKS	58.52
20	011001050		3972	4/8/2020	3/2JPIA TRAIN'G BRKFT	60.76
20	011001010		3972	4/8/2020	BABY BROS	67.38
20	011501540		3972	4/8/2020	CCTR- LA SPEED ZONE	76.97
20	011001040		3972	4/8/2020	AMSTERDAM PRINT BOXES	93.50
20	011001010		3972	4/8/2020	3/10 RIOS PIZZA COUNC	99.64
20	011601620		3972	4/8/2020	SCTR PARTS TOWN COFFE	101.07
20	011001010		3972	4/8/2020	2/11 DIPILLAS DINNER	106.08

City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:09AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011001010	ELAN FINANCIAL SERVICES...	3972	4/8/2020	2/25 JERD'YMIK COUNCI	109.15
20	011501530		3972	4/8/2020	MUNICIPAL MANAGEMENT	115.00
20	011001050		3972	4/8/2020	SCPLRC CONF HR	125.00
20	011001050		3972	4/8/2020	SCTR STAFF PETRILLOS	126.16
20	011501540		3972	4/8/2020	LITTLE CEASERS VALENT	143.00
20	011501540		3972	4/8/2020	CPRS NANCY RODRIGUEZ	165.00
20	011511542		3972	4/8/2020	USA BOXING MEMBERSHIP	205.00
20	011701710		3972	4/8/2020	CHALL JANSEN CYLINDER	220.66
20	011501540		3972	4/8/2020	CCTR -LA SPEED ZONE	230.89
20	011701750		3972	4/8/2020	BIG 5 METAL DETECTOR	252.99
20	011501530		3972	4/8/2020	DIRECT TV SERVICE	300.48
20	011511542		3972	4/8/2020	USA BOXING CINCODEMAY	330.00
20	011511542		3972	4/8/2020	USA BOXING 4TH JULY	330.00
20	011511542		3972	4/8/2020	USA BOXING THANKGIVIN	330.00
20	011001010505		3972	4/8/2020	CBS HSG SUMMIT HOTEL	348.19
20	011601620		3972	4/8/2020	SCTR GRAINGER EXHAUST	358.70
20	011407020		3972	4/8/2020	EB CODE ENFOR TRAIN	396.00
20	011511542		3972	4/8/2020	USA BOXING 4 COACHES	445.00
20	011001010505		3972	4/8/2020	CBGS HSG SUMMIT REG	495.00
20	011201210		3972	4/8/2020	AIRFAIR -CCAC CONF.	525.96
20	011001020		3972	4/8/2020	REG.CM CA CANABIS '20	595.00
20	011001020		3972	4/8/2020	CONTRACT CITIES REG	625.00
20	011001010509		3972	4/8/2020	CA CONTRACT CITIES	625.00
20	011001010508		3972	4/8/2020	CA CONTRACT CITIES	625.00
20	011001010507		3972	4/8/2020	CA CONTRACT CITIES	625.00
20	011001010510		3972	4/8/2020	CA CONTRACT CITIES	625.00
20	011001010505		3972	4/8/2020	NALEO ED FUN LV	700.00
20	011001040		3972	4/8/2020	AMSTERDAM PRINT PENS	1,588.13
						\$12,238.58
20	05	EMPLOYMENT DEVELOPMENT DEPT.	3978	4/20/2020	TNG TRAINING PPE:4/4	42.72
20	05		3978	4/20/2020	UI TAX WD PPE:4/4	1,222.45
20	05		3978	4/20/2020	STATE WD PPE:04/04	4,625.87
						\$5,891.04
20	05	HARTFORD INSURANCE	3979	4/20/2020	4/1-4/30 LG TM DISABI	5,865.96
						\$5,865.96
20	05	STATE DISBURSEMENT UNIT	3980	4/20/2020	APR'20PPE:4/4 9800438	150.00
20	05		3980	4/20/2020	APR'20PPR:4/4 2163990	340.61
20	05		3980	4/20/2020	APR'20PPE:4/4 1457313	603.50
20	05		3980	4/20/2020	APR'20PPE:4/4 2135289	646.15
						\$1,740.26

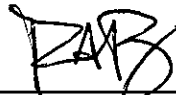
City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:09AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
----	-------------	-------------	--------------	------------	-------------	--------

Report Total 102,137.29



City Manager

City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:08AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011301310	ACCONTEMPS	135736	4/28/2020	3/20 ACCT SVS TERCERO	279.92
20	011301310		135736	4/28/2020	2/21 ACCT SVS TERCERO	1,819.48
20	011301310		135736	4/28/2020	2/28 ACCT SVS TERCERO	2,799.20
20	011301310		135736	4/28/2020	3/6 ACCT SVS TERCERO	2,799.20
						\$7,697.80
20	011501520	AREA D	135734	4/21/2020	ANAL 19/20 MEMB	1,043.10
						\$1,043.10
20	011301330	AT&T	135737	4/28/2020	3/2-4/2 BAN WIDTH	19.91
20	011301330		135737	4/28/2020	2/28-3/27 BAN WIDTH	20.68
20	011301330		135737	4/28/2020	BAN3/6-4/5 9391034754	21.04
20	011301330		135737	4/28/2020	BAN 3/7-4/6 939103474	21.04
20	011301330		135737	4/28/2020	BAN3/7-4/6 9391034748	21.04
20	011301330		135737	4/28/2020	BAN 3/7-4/6 939103474	21.57
20	011301330		135737	4/28/2020	BAN 3/7-4/6 939103475	24.19
20	011301330		135737	4/28/2020	BAN 3/10-4/10 9391051	2,046.12
						\$2,195.59
20	05	BLUE SHIELD OF CA LIFE & HEALTH	135729	4/20/2020	APR' 20 VISON PPE:4/4	360.85
20	05		135729	4/20/2020	APR' 20 VISONPPE:4/23	360.85
						\$721.70
20	05	CALIFORNIA TEAMSTERS LOCAL 911	135730	4/20/2020	APRIL 20 BILL'G ADMIN	230.00
20	05		135730	4/20/2020	APRIL 20 BILL'G MISC	1,216.00
						\$1,446.00
20	05	CONSERVE, AGENT FOR NYSHESC	135731	4/20/2020	PPE 4/4 WD DELGADO	209.00
						\$209.00
20	011701760	ENNIS-FLINT, INC.	135738	4/28/2020	PAINT STREET MARKINGS	310.75
						\$310.75
20	011701720	EWING IRRIGATION	135739	4/28/2020	IRRIGAT SUP/RPRS YARD	72.05
20	011701750		135739	4/28/2020	LANDSCAPE SMALL TOOLS	74.02
20	011601650		135739	4/28/2020	NTP SUP/TURF	214.06
20	011601630		135739	4/28/2020	MCTR LANDSCAPE RPRS	387.02
						\$747.15
20	011401100	FIRE DAMAGE RESCUE	135735	4/21/2020	CLEANING & DISF PSFTY	2,500.00
20	011601610		135735	4/21/2020	CLEANING & DISF CCTR	2,500.00
20	011601620		135735	4/21/2020	CLEANING & DISF SCTR	2,500.00
20	011601630		135735	4/21/2020	CLEANING & DISF MCTR	2,500.00
20	011601650		135735	4/21/2020	CLEANING & DISF NTP	2,500.00
20	011601660		135735	4/21/2020	CLEANING & DISF SHIVE	2,500.00
20	011601670		135735	4/21/2020	CLEANING & DISF MVD	2,500.00
20	011701710		135735	4/21/2020	CLEANING & DISF CHALL	2,500.00
20	011701720		135735	4/21/2020	CLEANING & DISF CYARD	2,500.00
20	011701770		135735	4/21/2020	CLEANING & DISF VEHIC	2,500.00
						\$25,000.00
20	011201210	GRM INFORMATION MANAGEMENT LLC	135740	4/28/2020	CHALL MAR'20 BIN RENT	20.00

City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:08AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$20.00
20	011701770	JCB FINANCE, PROG. BANK OF THE WE	135727	4/20/2020	MAR'2 LATE FEE	169.47
20	011701770		135727	4/20/2020	MAR'20 TRACTOR LEASE	1,694.67
						\$1,864.14
20	05	NATIONWIDE RETIREMENT SOLUTIONS	135732	4/20/2020	APR'20 1ST PPE:4/4/20	3,865.50
						\$3,865.50
20	011701710	PNC EQUIPMENTFINANCE	135741	4/28/2020	4/1-4/31 RENTAL PER.	5,767.38
						\$5,767.38
20	011601620	QUENCH USA, INC.	135742	4/28/2020	APR'20 H2O RENT/SCTR	55.32
						\$55.32
20	011701710	READY REFRESH BY NESTLE	135743	4/28/2020	2/19-3/18 CHALL MTHY	57.74
						\$57.74
20	011601620	RESPOND SYSTEMS	135744	4/28/2020	SCTR FIRST AID SUP	103.79
20	011601650		135744	4/28/2020	NTP FIRST AID SUP	114.96
20	011601630		135744	4/28/2020	MCTR FIRST AID SUP	127.01
20	011701710		135744	4/28/2020	CHALL FIRST AID SUP	213.51
20	011601610		135744	4/28/2020	CCTR FIRST AID SUP	253.83
20	011701720		135744	4/28/2020	FIRST AID SUP YARD	435.55
						\$1,248.65
20	011701710	SAKAIDA NURSERY	135745	4/28/2020	CHALL PLANTS	155.76
						\$155.76
20	011201210	SAN GABRIEL VALLEY NEWSPAPER GF	135746	4/28/2020	ORDIN #1241 COM DEV.	422.00
20	399009000		135746	4/28/2020	LEGALAD SCTR RM#251	3,140.00
						\$3,562.00
20	011601650	SHELDON EXTINGUISHER CO., INC	135747	4/28/2020	NTP FIRE EXTING MTNC	181.21
20	011601660		135747	4/28/2020	FIRE EXT'G MTNC SHIVE	181.21
20	011601670		135747	4/28/2020	MVD FIRE EXTING MTNC	181.21
20	011701710		135747	4/28/2020	CHALL FIRE EXTING MTN	181.22
20	011701720		135747	4/28/2020	YARD FIRE EXTING MTNC	181.22
20	011601610		135747	4/28/2020	CCTR FIRE EXTING MTNC	181.22
20	011601620		135747	4/28/2020	FIRE EXTING MTNC SCTR	181.22
20	011601640		135747	4/28/2020	FIRE EXTING MTNC POOL	181.22
20	011601630		135747	4/28/2020	FIRE EXTING MTNC MCTR	181.22
						\$1,630.95
20	011501540	SKILLPATH SEMINARS	135748	4/28/2020	EXCEL WKSHP-DELGADO	129.00
						\$129.00
20	011701710	SOUTHEAST CONSTRUCTION PRODUC	135749	4/28/2020	CHALL SUPPLIES	17.60
20	011701760		135749	4/28/2020	DOREEN ST DEADEND WAL	18.37
20	011701750		135749	4/28/2020	NTP REPAIRS	72.30
20	011701760		135749	4/28/2020	DOREEN ST WALL REPAIR	90.86
20	011701760		135749	4/28/2020	5 YARDS SAND FIRE DEP	95.70
						\$294.83

City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:08AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701760	SOUTHWEST WEAR PARTS COMPANY,	135750	4/28/2020	HARDWARE SUP STOCK	49.75
20	011701760		135750	4/28/2020	HARDWARE SUP STOCK	60.50
						\$110.25
20	011701760	ST. FRANCIS ELECTRIC, LLC	135751	4/28/2020	FEB'20 TRAF SIGNAL RPR	580.50
20	011701760		135751	4/28/2020	JAN'20 TRAF SIGNAL RPR	643.81
20	011701760		135751	4/28/2020	FEB'20 TRAFFIC MTNC	743.25
20	011701760		135751	4/28/2020	JAN'20 TRAFFIC MTNC	771.00
						\$2,738.56
20	05	STANDARD INSURANCE D2	135733	4/20/2020	APR'20 DENTAL PPE:4/4	3,261.04
20	05		135733	4/20/2020	APR'20 DENTAL PPE4/23	3,261.04
						\$6,522.08
20	011701750	SUNBELT RENTALS, INC.	135752	4/28/2020	CONCRETE MIX RENTAL	219.87
20	011701750		135752	4/28/2020	CONCRETE MX TRAILER	219.87
20	011701750		135752	4/28/2020	CONCRETE MIX TRAILER	389.59
20	011701750		135752	4/28/2020	STUMP GRINDER RENTAL	728.00
						\$1,557.33
20	011501530	SUPERIOR WAREHOUSE GROCERS	135753	4/28/2020	SCTR BASIC FOOD	1.69
20	011501530		135753	4/28/2020	SCTR BASIC FOOD	9.16
20	011501530		135753	4/28/2020	SCTR BASIC FOOD	10.68
20	011501530		135753	4/28/2020	SCTR BASIC FOOD	11.43
20	011501530		135753	4/28/2020	SCTR BASIC FOOD	93.54
						\$126.50
20	448008010	SUPERKLEEN CARWASH, INC.	135754	4/28/2020	TRANSPORT VEHICLE (5)	123.95
20	011701770		135754	4/28/2020	COMPLETE VEH WASH (1)	180.00
						\$303.95
20	011601640	THE GAS COMPANY	135728	4/20/2020	2/14-3/17 1500 CENTRA	46.84
20	011601650		135728	4/20/2020	2/14-3/17 1450 LIDCOM	52.40
20	011701720		135728	4/20/2020	2/14-3/17 1900 CENTRA	76.80
20	011601630		135728	4/20/2020	2/14-3/17 1824 CENTRA	81.25
20	011601610		135728	4/20/2020	2/14-3/17 1530 CENTRA	267.64
20	011601620		135728	4/20/2020	2/14-3/17 1556 CENTRA	367.00
						\$891.93
20	011001020	TOWNSEND PUBLIC AFFAIRS	135755	4/28/2020	FEB'20 GRANT WRITING	4,000.00
						\$4,000.00
20	011701740	VINCE'S TRUCK BODIES	135756	4/28/2020	LIFTGATE MOTOR/PUMP	818.25
						\$818.25
20	011701760	VULCAN MATERIALS COMPANY	135757	4/28/2020	CITYWIDE - ASPHALT	85.42
20	011701760		135757	4/28/2020	BUCKETS/MTRL/STREETS	98.55
20	011701760		135757	4/28/2020	HOT PATCH CITY STREET	169.45
						\$353.42
20	011701760	WEST COAST ARBORISTS, INC	135758	4/28/2020	PLANT 24' BOX TREE	329.00
20	011701750		135758	4/28/2020	TRIM/REMOVE TREE MTNC	2,419.00
20	011701760		135758	4/28/2020	PRUNED 32 STREET TREE	6,481.00

City of South El Monte
Warrant Register
Council Meeting of 4/28/2020

Date: 4/22/2020

Time: 08:08AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$9,229.00
20	011701750	WHITTIER FERTILIZER	135759	4/28/2020	LANDSCAPE / TOP SOIL	14.78
20	011701720		135759	4/28/2020	GRASS SEEDS YARD	57.32
20	011701760		135759	4/28/2020	BEE HIVE /FARNDON ST	71.31
20	011701750		135759	4/28/2020	CITYWIDE MULCH	114.66
						\$258.07

Report Total 84,931.70



City Manager



City Council Agenda Report

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

DATE: April 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

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

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

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-40 approving the equipment list in connection with the \$300,000 State General Fund Allocations received.

FISCAL IMPACT: The Public Safety Grant has been accepted by the City. The Finance Department Budget Code Account Number 68-900-9000-XXXX-410 will be assigned to track all expenditures related to the \$300,000 State General Funds received.

DISCUSSION: As part of the State's 2019-2020 budget process, Senator Susan Rubio was instrumental in requesting and receiving an appropriation of \$300,000 for the City of South El Monte to fund equipment costs associated with Code Enforcement and Safety Officer operations to enhance public safety in the City.

Staff developed the attached list of equipment and supplies to be purchased with this grant funding. The equipment list addresses a variety of needs within the Code Enforcement and Safety Officer divisions. For example, the equipment list includes, but is not limited to,

new bullet proof vests and body cameras for all of the City's Code Enforcement and Safety Officers, two new vehicles to replace two 10 year old vehicles, surveillance cameras positioned at key entry ways to the City, several portable computers and printers for on-field printing of notices of violations, and two-way radios to communicate with the Los Angeles Sheriff's Department. Additionally, the list includes temporary staffing to help cover weekends and week day operations.

The items listed in Attachment B will provide enhanced support with Code Enforcement and Safety Officer daily operations. Staff recommends City Council adopt Resolution No. 20-40 approving the list of equipment and supplies shown in Attachment B that will be purchased with the \$300,000 State General Funds.

ATTACHMENTS:

[Attachment A - Resolution No. 20-40](#)

[Attachment B - Equipment List](#)

ATTACHMENT A

RESOLUTION NO. 20-40

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
THE EQUIPMENT LIST IN CONNECTION WITH THE \$300,000 STATE
GENERAL FUND ALLOCATIONS AWARDED TO THE CITY FOR PUBLIC
SAFETY MITIGATIONS

WHEREAS, as part of the State of California's 2019-2020 budget process, Senator Susan Rubio requested State General Funds for the City of South El Monte ("City") to fund equipment costs associated with Code Enforcement and Safety Officer operations to enhance public safety in the City; and

WHEREAS, on October 22nd, 2019, the City was awarded \$300,000 from the State General Fund Allocations ("Public Safety Grant") as a result of Senator Susan Rubio's request; and

WHEREAS, City Staff has developed an equipment list of items to be purchased with the Public Safety Grant for the City's Public Safety and Code Enforcement divisions; and

WHEREAS, Staff recommends that the City Council approve the equipment list, move forward with the purchases of said items in the equipment list and assign Finance Department Account Number 68-900-9000-XXXX-410 to track expenditures.

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

SECTION 1: The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2: The City Council hereby approves the purchase of the equipment and supplies listed in the equipment list in Attachment B and directs Staff to proceed with the purchases of said items.

SECTION 3: The City Council hereby assigns the Finance Department Budget Code Account Number 68-900-9000-XXXX-410 to track all expenditures related to the \$300,000 State General Fund monies received.

PASSED, APPROVED AND ADOPTED this 28th day of April 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-40 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on April 28, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

Requested equipment and supplies for Public Safety and Code Enforcement Divisions

Equipment Description ▼	QTY ▼	Price ▼	Totals ▼
2020 Chevy Colorado	2	\$25,000.00	\$50,000.00
Truck safety Lights and lift-gate	2	\$5,000.00	\$10,000.00
Bullet Proof Vests	10	\$1,200.00	\$12,000.00
Field Surveillance	4	\$800.00	\$3,200.00
PT Code Enforcement (1yr)	2	\$22,000.00	\$44,000.00
PT Public Safety Officer (1yr)	1	\$23,000.00	\$23,000.00
Two way Radios to Comm. With LASD	7	\$2,000.00	\$14,000.00
MDC Mobile Vehicle terminal - Tough books	2	\$6,000.00	\$12,000.00
Public Safety			
Portable Computers & printers for on-field printing of notices of violations for Code Enforcement	4	\$3,000.00	\$12,000.00
Flock Safety Surveillance Camera System, 3year program	6	\$2,000.00	\$37,500.00
6 cameras w/ one time \$1,500 install charge			
Noise Meters	2	\$300.00	\$600.00
Traffic Cones	100	\$30.00	\$3,000.00
Barricades	12	\$60.00	\$720.00
Delineators	50	\$30.00	\$1,500.00
Reader Board	1	\$15,500.00	\$15,500.00
Flash Lights	7	\$30.00	\$210.00
Body Cameras	10	\$200.00	\$2,000.00
Crossing Guard - Pedestrian Crossing sign	4	\$100.00	\$400.00
Office Color Printer	1	\$1,500.00	\$1,500.00
Community Event - Neighborhood Watch Supplies and Give aways		\$2,000.00	\$2,000.00
Emergency Kits 100 person Emergency Support System	2	\$2,000.00	\$4,000.00
Training		\$3,000.00	\$3,000.00
Crosswalk			\$47,870.00
Total			\$ 300,000.00



City Council Agenda Report

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

DATE: April 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 1243, AMENDING SOUTH EL MONTE MUNICIPAL CODE (SEMMC) CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES

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

RECOMMENDATION: Staff recommends that the City Council consider and adopt Ordinance No. 1243, Zone Text Amendment (No. 19-27) to make certain adjustments to the SEMMC Chapter 17.22 "Overlay Zone Districts" to set minimum residential development standards.

FISCAL IMPACT: There is no fiscal impact that will be incurred by the City with a request to adopt the Zoning Text Amendment. If approved, the Code Amendment will make refinements to the City's Municipal Code to address Overlay Zone Districts.

DISCUSSION: At their regular meeting of January 9, 2018 the City Council approved a General Plan Amendment (GPA 10-001), adopting the final draft of the Housing Element and gave staff direction to submit to the Department of Housing and Community Development ("HCD") for their review and consideration. On January 26, 2018 HCD received a copy of the Housing Element. Shortly thereafter and on April 26 2018, HCD

issued a correction letter to the City, requiring additional information that would bring the City of South El Monte's housing element into compliance with all applicable housing law. Since then, staff has been working with a consultant Moore, Iacofano, and Goltsman ("MIG") to complete the corrections. On November 19, 2019, the first Zone Text Amendment ("ZTA") was passed by the Planning Commission to set a minimum residential density in the Commercial-Residential zone, which was adopted by City Council on January 14, 2020. The first reading of Ordinance No. 1243 was conducted by City Council on March 24, 2020, and the updated Housing Element was adopted April 14, 2020.

Following the April 26, 2018 letter from HCD where additional corrections were issued and a meeting with the Governor of the State of California, the Community Development Department made the decision to retain the services of MIG to assist the City in making necessary changes to the Final Housing Element in order to comply with HCD's comments that were not addressed by the previous consultant. Through discussions with HCD and MIG, recommendations were put forth in order to ensure that the City will be able to comply with the most important corrections issued by HCD. Specifically, HCD requires all cities to provide a site inventory which shows that a city is capable of providing residential capacity as set forth by the Regional Housing Needs Assessment ("RHNA") process.

In order to show it can meet capacity and receive approval from the State of California, the City of South El Monte proposed the following Zone Text Amendments which HCD has deemed acceptable:

- A Zone Text Amendment to establish a minimum residential density of 20 units per acre for all properties zoned C-R. Currently, the C-R zone has a maximum density of 35 units per acre if located adjacent to single-family residential, 87 units per acre if located adjacent to multi-family residential, and 100 units per acre when not adjacent to any residential zone;
- A Zone Text Amendment which creates the Santa Anita Corridor Overlay, for C-R Zoned properties that are located within Santa Anita Avenue, Fawcett Avenue, Michael Hunt Drive, and Lidcombe Avenue and which will subject those properties to the following standards:
 - o A minimum of 50 percent of the total floor area proposed for all new mixed-use projects will be devoted to residential uses;
 - o Allowed development types will be limited to mixed use developments and residential stand-alone uses; and
 - o Owner-occupied and rental multifamily residential uses will be allowed by right for developments in which at least 20 percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multifamily residential uses with densities of at least 30 units per acre are allowed by right.

ANALYSIS: Proposed Amendments to Commercial-Residential Zone Staff is recommending changes to Chapter 17.22 "Overlay Zone Districts" to establish a "Santa Anita Corridor" Overlay Zone to set minimum residential development standards for at least half (50 percent) of all new square footage proposed within C-R Zoned properties

shown in Attachment D to be devoted to residential uses (units). Requiring a minimum of 50 percent of the total floor area proposed for a development to be devoted to residential will require that any development taking place within the Overlay Zone be limited to either mixed use or residential stand-alone uses. This Overlay Zone will only affect Commercial-Residential zoned properties within the overlay. Most of the properties within the proposed Overlay Zone are not currently zoned C-R, but the evolution of the corridor seems to be the gradual change to zoning that would allow for residential and mixed-use development. Further, staff is of the opinion that the proposed change will not be detrimental to persons or properties in the immediate vicinity nor to the City in general. Finally, the proposed change is necessary in order to receive a final approval of the Housing Element from HCD. Therefore, staff from the Community Development Department recommends that the City Council conduct the first reading of Ordinance No. 1243, Zone Text Amendment (No. 19-27) to make certain adjustments to the SEMMC Chapter 17.22 "Overlay Zone Districts" to set minimum residential development standards.

Agenda Item Prepared By: Ian McAleese, Assistant Planner

ATTACHMENTS:

[Attachment A - Ordinance No. 1243](#)

[Attachment B - Proposed Overlay](#)

ATTACHMENT A

ORDINANCE NO. 1243

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE AMENDING SOUTH EL MONTE MUNICIPAL CODE CHAPTER 17.22 "OVERLAY ZONE DISTRICTS" TO ESTABLISH THE SANTA ANITA CORRIDOR OVERLAY ZONE TO SET A MINIMUM OF 50 PERCENT OF THE TOTAL FLOOR AREA PROPOSED FOR ALL NEW MIXED-USE PROJECTS WILL BE DEVOTED TO RESIDENTIAL USES

WHEREAS, on January 9, 2018, the City Council approved a General Plan Amendment (GPA 10-001), adopting the final draft of the Housing Element and gave staff direction to submit the draft to the California Department of Housing and Community Development ("HCD") for their review and consideration; and

WHEREAS, the draft Housing Element was received by HCD on January 26, 2018; and

WHEREAS, on April 26, 2018, additional corrections to the Housing Element were issued to the City by HCD; and

WHEREAS, the Community Development Department retained the services of Moore, Iacofano, and Goltsman, Inc ("MIG") as a consultant to assist the City in making necessary changes to the Final Housing Element in order to comply with HCD's comments; and

WHEREAS, it is the City's understanding that HCD will approve the proposed Housing Element provided the City establish minimum residential density in the C-R Zone as well as require an Overlay Zone to create minimum residential development for all projects in said overlay; and

WHEREAS, on November 19, 2019, the first Zone Text Amendment No. 19-19 was passed by the Planning Commission to establish a minimum residential density of 20 units per acre for all properties in the C-R Zone; and

WHEREAS, this Zone Text Amendment No. 19-27 will implement the second part of a two-part code amendment in order to comply with the proposed Housing Element by establishing the Santa Anita Corridor Overlay and requiring a minimum of 50% percent of the total floor area proposed for all new mixed-use projects be devoted to residential uses; and

WHEREAS, the City Council desires to have the proposed Housing Element approved by HCD and, as such, desires to amend the South El Monte Municipal Code ("SEMMC") as provided herein.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES ORDAIN AS FOLLOWS:

SECTION 1: Proposed Zone Text Amendment No. 19-27 amends Chapter 17.22 "Overlay Zone Districts" of the South El Monte Municipal Code ("SEMMC") to create the Santa Anita Corridor Overlay Zone to set a requirement that a minimum of 50 percent of the total floor

area proposed for all new mixed-use projects will be devoted to residential uses in order to comply with the requirements as set forth by the HCD.

SECTION 2: On March 11, 2020, the Planning Commission held a duly noticed public hearing to consider the proposed Zone Text Amendment No. 19-27. Following the public hearing, the Planning Commission adopted Resolution No. 19-27, recommending that the City Council adopt the Zone Text Amendment No. 19-27 proposed herein.

SECTION 3: After holding a duly noticed public hearing on March 24, 2020, the City Council introduced Ordinance No. 1243.

SECTION 4: CEQA. The City, as the Lead Agency, determined that the proposed Zone Text Amendment No. 19-27 is exempt from further review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”), because it consists of only minor text revisions and clarifications to existing zoning regulations and procedures related thereto, and will not have the effect of substantially changing regulatory standards or findings required therefor in accordance with CEQA, the proposed Zone Text Amendment No. 19-27 is exempt from CEQA pursuant to Section 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. In this case, the subject Code Amendment is intended to address development standards in the C-R zone, does not include any project, and therefor will have no significant effect on the environment.

SECTION 5: Based upon the foregoing, the City Council hereby amends SEMMC Section 17.22.020 “Overlay zone districts established” to read in its entirety as follows:

“17.22.020 - Overlay zone districts established.

The city council may, following a public hearing, adopt an ordinance declaring certain defined areas within the city as overlay zone districts:

- A. The civic center district encompassing the area indicated on Figure 17.22.020A of these regulations is established as an overlay zone district.
- B. The freeway corridor district encompassing the area indicated on Figure 17.22.020B of these regulations is established as an overlay zone district.
- C. The major thoroughfare district consisting of the thoroughfares indicated on Figure 17.22.020C of these regulations is established as an overlay zone district.
- D. The Santa Anita Corridor district consisting of the area indicated on Figure 17.22.020D of these regulations is established as an overlay zone district.”

SECTION 6: Based upon the foregoing, the City Council hereby creates SEMMC Section 17.22.025 “Santa Anita Corridor Overlay District” to read in its entirety as follows:

“17.22.025 – Santa Anita Corridor Overlay District.

A. Applicability. This section applies to lots located in the Santa Anita Corridor Overlay District as indicated on Figure 17.22.020D. All development shall comply with the applicable development standards (e.g., setbacks, height) of the underlying zoning district in addition to the standards provided in this section. In situations where an inconsistency occurs between the development standards of the underlying zoning district and the standards in this section the most restrictive standard shall prevail.

B. Uses Allowed. Land uses allowed in the Santa Anita Corridor Overlay District are all those uses allowed in the underlying zoning district.

C. Required Residential Density. For Commercial-Residential zoned properties that are located within this Overlay District, the following standards shall apply;

1. A minimum of 50 percent of the total floor area proposed for all new mixed-use projects will be devoted to residential uses;

2. Allowed development types will be limited to mixed use developments and residential stand-alone uses; and

3. Owner-occupied and rental multifamily residential uses will be allowed by right for developments in which at least 20 percent of the units are affordable to lower-income households during the planning period. Currently owner-occupied and rental multifamily residential uses with densities of at least 30 units per acre are allowed by right.”

SECTION 7: The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this 28th day of April, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Rose Juarez, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1243, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of April 2020, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

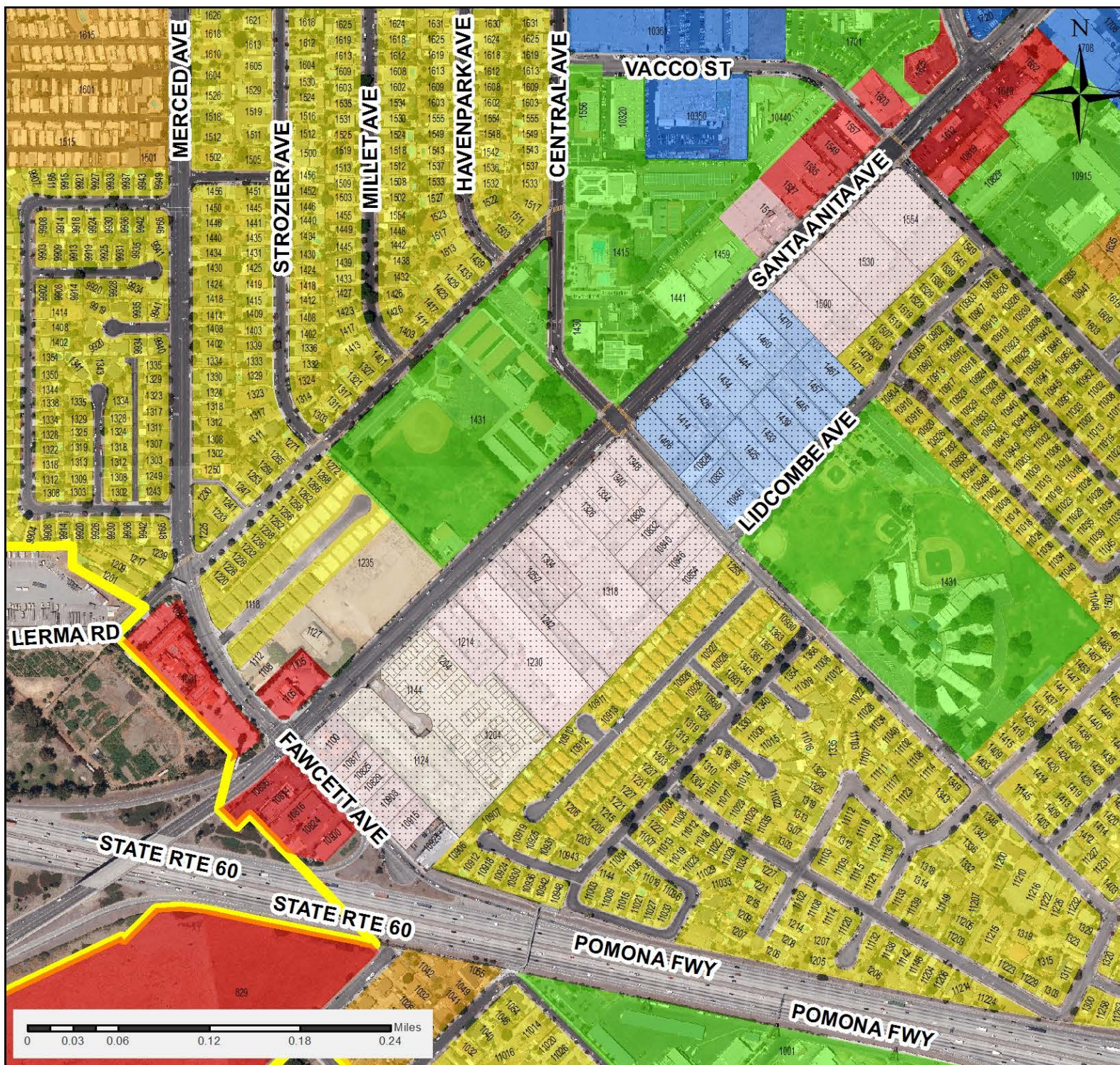
ATTACHMENT B



City of South El Monte

 Santa Anita Corridor Overlay Zone
Zoning

-  R-1 (Single Family Residential)
-  R-3 (Multi Family Residential)
-  C (Commercial)
-  C-R (Commercial-Residential)
-  C-M (Commercial-Manufacturing)
-  M (Manufacturing)
-  P-F (Public Facilities)
-  City Boundary





City Council Agenda Report

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

DATE: April 28, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-41
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT
FOR AUDITING SERVICES

SUMMARY: On March 11, 2020, the City issued a Request for Proposals (RFP) for Auditing Services and received four proposals by the deadline of April 9, 2020 by 4:00 p.m. Staff reviewed the proposals, conducted interviews and determined that, of the four companies, CWDL provided the lowest bid and is the auditing firm that can best meet the needs of the City.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-41, approving a three year contract with CWDL for auditing services.

FISCAL IMPACT: The fees proposed for the three year contract are \$115,455, equating to \$38,485 per year. The three years to be audited are fiscal years 2018-19, 2019-20, and 2020-21. Fiscal year 2018-19 audit has been budgeted for in the current year. Expenditures for the two remaining years will be budgeted for starting next year.

DISCUSSION: At the March 10, 2020 City Council Meeting, Staff requested that the City Council authorize the issuance of an Auditing Services RFP. This request was approved, and on the following day, March 11, 2020, the RFP was issued. The RFP had a closing date of 4 PM on April 9, 2020. In order to get maximum coverage, twenty (20) auditing firms that specialize in municipality auditing were solicited via email and provided a copy of the RFP. In addition, a legal notice was placed in the San Gabriel Valley Tribune and the RFP was posted on the City's website. As part of the RFP process the auditing firms were allowed to pose questions to assist in their proposal responses. A total of sixteen (16) questions were received. Responses were provided to the questions and posted on

the City's website to ensure transparency for all prospective bidders. As a courtesy to the twenty (20) auditing firms initially solicited, each was sent a copy of the questions and City responses. Following the opening of the bids, the City determined that four bids were received responsive to the RFP.

Following the review of the proposals by the Finance Department, three of the four firms were invited to participate in an interview with City Manager Barbosa, Interim Finance Director Fox, and Interim Accounting Manager Higa. One firm was not invited to participate in the interviews due to their pricing being substantially higher than the other three firms. The proposal costs of the four firms were as follows:

Firm Name	Three Year Proposal Cost	Average Cost Per Year
CWDL	\$115,455	\$38,485
Van Lant & Fankhanel	\$118,900	\$39,633
Vasquez & Company	\$142,182	\$47,394
Eadie & Payne	\$182,642	\$60,881

The interviews were held on April 22, 2020. Each interview was one hour in length and consisted of a presentation by each firm providing an overview of their experience and qualifications relative to auditing municipalities. This was followed by a series of eleven questions and answers. Finally, each firm was allowed a closing statement on why they should be selected to perform auditing services for the City. After the interviews, the interview panel conferred among one another and determined that CWDL would be the best fit to provide professional auditing services for the City. CWDL was also the lowest bidder.

CWDL is an auditing firm that employs over 25 professional staff with offices in Southern California and Arizona. The partners of CWDL have managed the audits of over 100 municipal entities throughout California and Arizona. Their timeline for completion of audit field work is by October 1st of each year and the issuance of financial statements no later than December 15th of each year. CWDL's engagement partner, John Dominguez, has over 15 years of years of related experience and is the partner in charge of the firm. The client references provided by CWDL stressed outstanding customer service at competitive pricing.

Included with the RFP, was the City's standard form contract for professional services. There were no exceptions taken by CWDL with the City's standard contract. Field work is expected to begin in May 2020.

ATTACHMENTS:

[Attachment A - Resolution No. 20-41](#)

[Attachment B - CWDL Auditing Services Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-41

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN
THE CITY AND CWDL FOR AUDITING SERVICES

WHEREAS, the City of South El Monte issued a Request for Proposals for Auditing Services on March 11, 2020; and

WHEREAS, four responsive proposals were received by the April 9, 2020 deadline; and

WHEREAS, of the four responsive bids received, three bidders were invited to interview with City staff. One bidder was excluded as its bid proposal was substantially higher than the other three bidders; and

WHEREAS, following the interviews, staff determined that CWDL was the best fit to provide the professional auditing services for the City. CWDL was also the lowest responsible bidder; and

WHEREAS, CWDL's proposal for a three-year contract was \$115,455, or \$38,485 per year, lower than the other bids received by the City; and

WHEREAS, the City Council now wishes to enter into an agreement with CWDL for professional auditing 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 approves a professional services agreement ("Agreement") with CWDL to provide auditing services for the City, including all tasks requested in the RFP.

Section 2. The Mayor is directed to execute the Agreement in substantially the form attached as Attachment 1 to the April 28, 2020 staff report accompanying this Resolution. The Mayor and City Manager are hereby directed to take all actions necessary to enter into and effectuate the Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED April 28, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-41, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of April, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

CWDL, CERTIFIED PUBLIC ACCOUNTANTS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND CWDL, CERTIFIED PUBLIC
ACCOUNTANTS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 24rd day of April, 2020 by and between the City of South El Monte, a California, a municipal corporation (“City”) and CWDL, Certified Public Accountants (“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 and Fifteen Thousand and Four Hundred and

Fifty Five Dollars (\$115,455) (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 January 1, 2024, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for one additional one-year term.

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:

John Dominguez
(Name)

Partner _____
(Title)

Dennis V Maschke
(Name)

Principal _____
(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 the Finance Director 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 _____

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:

Rose Juarez, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

CWDL, Certified Public Accountants

By:_____
Name: John Dominguez
Title: Partner

By:_____
Name: Dennis V Maschke
Title: Principal

Address: 5151 Murphy Canyon Road, Ste. 135
San Diego, CA 92123

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Perform an annual financial and single audit, in accordance with U.S. generally accepted auditing standards, Government Auditing Standards Board (GASB) issued by the Comptroller General of the United States, and the Uniform Guidance and issue the reports required by those standards and the Uniform Guidance.

B. Conduct the planning phase as follows:

a. Consultant will meet with the City’s key staff at this phase of the audit. Consultant will begin planning the audit services for interim and year-end. Consultant will schedule meetings to discuss significant items and the proposed audit plan. During this phase, Consultant will:

i. Establish an understanding of services to be performed;

ii. Identify key personnel and contacts;

iii. Conduct interviews with management and other key personnel regarding fraud and gain an understanding for the entity’s procedures for identifying and preventing fraud;

iv. Perform Consultant’s risk assessment documentation and determine scope of work;

v. Perform Consultant’s preliminary analytical procedures;

vi. Propose testing for interim fieldwork as well as establish interim dates;

vii. Plan and determine the involvement of the City’s staff;

viii. Finalize timeframes related to fieldwork and exit meetings;

- b. At this phase of the audit, Consultant will provide management with a list of items requested that Consultant would need for the interim phase of the audit. Having this information provided prior to the beginning of interim will help increase the efficiency and timing of audit fieldwork.

C. Conduct the fieldwork phase as follows:

- a. Consultant will conduct fieldwork at the City in order to gain an understanding of what new GASBs may need to be implemented based on the City's operations, as well as any changes to their internal operations.
- b. If changes have occurred, Consultant may need to perform additional walkthroughs of key control procedures. During this process, Consultant will work closely with the City to determine what areas of the City have the most significant risk and where we should focus on.
- c. Consultant will discuss any fraud related concerns that may be out there. Consultant will also address changes in key management positions and organization objectives.

D. Conduct the testing phase as follows:

- a. Perform substantive procedures over the year-end balance sheet, revenues, and expenses. This includes using Consultant's risk-based approach to design procedures and test details of account balances and transactions as well as analytical procedures. Significant audit areas have been identified as the following:
 - i. Pension and OPEB reporting;
 - ii. Capital Assets;
 - iii. Compensated Absences;
 - iv. Cash with County Reconciliation;
 - v. Revenue Recognition and Accruals; and

vi. Expenditure Review.

b. Evaluate and review the quality and sufficiency of audit evidence.

E. Conduct the Audit Completion Phase as follows:

a. Prepare draft financial statements, the draft audit report, and the management letter to present to the City for review. Once the audit report and management letter are approved, we will begin to finalize our audit by doing the following:

i. Complete the final analytical procedures;

ii. Issue the financial statements and single audit report, if applicable;

iii. Complete the State Controller's Report and GANN report; and

iv. Issuance a management letter, if applicable.

F. Consultant will be available to meet with City staff and/or the City Council and present the audit report.

G. Consultant will provide continuing service to the City through training and GASB implementation support.

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

A. Draft Financial Statements.

B. A Draft Audit Report.

C. 40 physical copies and one electrical copy of the Final Audit Report.

D. Management letters outlining a summary of findings and recommendations as needed.

- 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. During the audit fieldwork phase, Consultant will give the City a daily update on audit progress.
 - B. During the remaining portions of the audit process, Consultant will provide weekly status updates and outstanding item reports to the City. Consultant will provide continuous communication with the City throughout the year on standards updates and best practices.
- 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. John Dominguez, Engagement Partner
 - B. Dennis Maschke, In-Field Partner
 - C. Ben Leavitt, Audit Manager
 - D. Steven Currie, Audit Senior
 - E. Dan Johnson, Audit Associate

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

[NOT APPLICABLE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks pursuant to the following budget:

		TIME (Hours)	SUB-BUDGET
A.	Financial Audit	290	\$29,650
B.	Single Audit	39	\$3,755
C.	State Controller's Report	28	\$3,020
D.	Appropriations Limit	18	\$2,060
YEARLY TOTAL			\$38,485
CONTRACT SUM			\$115,455

Consultant will perform the tasks at the following rates:

Position	Rate
Partners	\$125
Managers	\$115
Senior Staff	\$100
Staff	\$80

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

Deadline Date

A. FY 2019-2020 Audit December 15, 2020

B. FY 2020-2021 Audit December 15, 2021

C. FY 2021-2022 Audit December 15, 2022

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

A. Draft Financial Statements – November 1st of each year.

B. A Draft Audit Report – four weeks following completion of field work phase, or November 31st, whichever is earliest.

C. 40 physical copies and one electronic copy of the Final Audit Report – December 15 of each year.

D. Management letters outlining a summary of findings and recommendations as needed – As needed.

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



Successor Agency Agenda Report

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

DATE: April 28, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

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

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

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
MARCH 24, 2020 6:00 P.M.
COUNCIL CHAMBERS, 1415 N. SANTA ANITA
SOUTH EL MONTE, CA 91733**

CALL TO ORDER AND ROLL CALL

Chairperson Olmos called the meeting to order at 6:20 p.m.

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

Also Present: (General Counsel) Anthony R. Taylor, (Executive Director) Rachel Barbosa, and (Secretary) Rose Juarez.

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

APPROVAL OF AGENDA

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

AYES:Commissioners: Acosta, Angel, Delgado, Olmos, and Retamoza.
NAYS:None.

PUBLIC COMMENT

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

CONSENT CALENDAR

a. MINUTES

Staff seeks Board approval of the Minutes of the February 25, 2020 Regular meeting.

A motion was made by Delgado, seconded by Angel and carried (4 - 0, Acosta "absent") to approve the Consent Calendar.

AYES: Commissioners: Angel, Delgado, Olmos, and Retamoza.
NAYS: None.
ABSENT:Commissioner: Acosta.

EXECUTIVE DIRECTOR'S AGENDA None.

ADJOURNMENT

There being no further business coming before this body, Chaiperson Olmos adjourned the meeting at 6:23 p.m.

Rose Juarez, Secretary

Gloria Olmos, Chairperson