

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



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

## **CITY OF SOUTH EL MONTE**

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

#### **AGENDA**

April 7, 2026, 6:00 PM  
1415 Santa Anita Avenue, South El Monte, CA 91733

#### **PUBLIC COMMENT**

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

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

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

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

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

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

#### **MEETINGS**

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

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

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

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

## **VIEWING OF AGENDA PACKETS**

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

## **ISSUES RELATED TO AGENDA**

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

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

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

## **LEVINE ACT DISCLOSURE**

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

## **CONFLICT OF INTEREST**

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

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

**1. ROLL CALL**

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

**2. PLEDGE OF ALLEGIANCE**

Councilmember Manuel Acosta

**3. INVOCATION**

Pastor Patricia Garrett, Faith Dominion Church

**4. PRESENTATIONS**

**4.a.** Presentation of Certificates of Recognition to the South El Monte High School Academic Decathlon Team

**4.b.** 2025 Housing Element Annual Progress Report

**4.c.** SEM Business Workshop Series Overview

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

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

**6. PUBLIC COMMENT**

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

**7. CONSENT CALENDAR**

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

**7.a. CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF MARCH 3, 2026, AND REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 3, 2026**

**RECOMMENDED ACTION:** Staff is requesting approval of Minutes for the March 3, 2026, Special City Council Meeting and March 3, 2026, Regular City Council Meeting.

## CONSENT CALENDAR (CONTINUED)

**7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-022, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 26, THROUGH MARCH 11, 2026**

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

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 26-022, authorizing payment of City expenditures.

**7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-023, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023)**

On September 30, 2024, the Engineering Department solicited bids for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). The work involved installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations. On November 12, 2024, Toro Enterprises, Inc. ("Contractor") was awarded a construction contract for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). The final cost for the construction work completed by Toro Enterprises, Inc. is \$1,496,102.79.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 26-023, accepting the completion for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023);
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office;
3. Release retention accordingly.

**7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-024, REPEALING RESOLUTION 23-103 AND APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES TO LOC ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION**

Staff seeks City Council approval to amend the contract compensation amount for LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation.

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

## CONSENT CALENDAR (CONTINUED)

### Item 7.d.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 26-024, approving a First Amendment to the Agreement for Contract Services with LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation to increase the contract sum by Seventy-Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents (\$79,867.50) for a new total not-to-exceed sum of Two Hundred Eighteen Thousand Two Hundred Sixty-Seven Dollars and Fifty Cents (\$218,267.50) and to extend the term to November 14, 2027; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

## 8. PUBLIC HEARINGS

### 8.a. APPROVAL OF RESOLUTION NO. 26-025, AUTHORIZING THE FUNDING OF AN APPROXIMATELY 100-FOOT PYLON SIGN IN AN AMOUNT NOT TO EXCEED \$884,608 AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING PAYMENT CONDITIONS FOR THE FUNDING OF THE PYLON SIGN FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE

The City of South El Monte ("City") has identified the Santa Anita Avenue corridor as a priority area for economic revitalization. Proposed development at 1127-1223 Santa Anita Avenue ("Property"), which includes a new In-N-Out Burger and up to five additional tenant spaces, provides the City an opportunity to create a gateway to the City through development of a commercial pylon sign with the City's name and logo located at the Property ("Project"). To facilitate this project and secure the City's branding on the sign, the City Council selected a preferred design at its regular meeting of February 17, 2026. Staff is recommending that the City provide majority funding for the pylon sign in an amount not to exceed \$884,608 ("City Contribution"), which will be paid directly to the contractor that is awarded the bid for the pylon sign construction ("Contractor") as reimbursement for the actual cost of the sign. To protect the public's investment, staff also recommends that the City enter into an MOU with the property owner, Santa Anita Commercial Group, LLC ("Owner"), to establish the terms and conditions of the City Contribution.

Public Hearings Item 8.a. (Recommendation) next page.

## **PUBLIC HEARINGS (CONTINUED)**

### **Item 8.a.**

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 26-025, authorizing the funding of an approximately 100-foot pylon sign on Santa Anita Avenue in an amount not to exceed \$884,608 and approving a Memorandum of Understanding ("MOU") between the City and Santa Anita Commercial Group, LLC securing branding rights and establishing payment conditions for the majority funding of the pylon sign for the property located at 1127-1223 Santa Anita Avenue ("Property"); and
2. Authorize the City Manager or designee to negotiate and execute the MOU.

## **9. GENERAL BUSINESS**

### **9.a. CONSIDERATION AND APPROVAL TO HOST THE SEM 2026 INTERNATIONAL SOCCER WATCH PARTIES**

In just a few months, the eyes of the world will be on Southern California as we co-host the FIFA World Cup<sup>26</sup><sup>TM</sup>. As the tournament kicks off on June 11, 2026, the City is planning a series of vibrant family-friendly public viewing events, SEM 2026 International Watch Parties ("Watch Parties") for high-demand matches to provide a centralized location for residents and visitors to gather. These events are designed to be high-impact community celebrations that drive foot traffic for local businesses and enhance the City's profile as a premier event destination.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Authorize the City to host the SEM 2026 International Soccer Watch Parties events; and
2. Appropriate from General Fund Balance in the estimated amount of \$149,253 to the City's Special Events Account (01-151-1543-5952).

### **9.b. SPEED BUMP SURVEY ALONG MICHAEL HUNT DRIVE**

Update on staff efforts on conducting community outreach regarding the implementation of speed bumps along Michael Hunt Drive.

**RECOMMENDED ACTION:** Receive and File and/or provide additional direction to staff.

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

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

Correspondence next page.

## 11. CORRESPONDENCE

### 11.a. LETTER FROM EL MONTE/SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINNING HALL TO HOST A MEMORIAL CEREMONY FOR BLANCA FIGUEROA AND WAIVER FOR ALL THE FEES ASSOCIATED WITH THE RESERVATION

The El Monte/South El Monte Community Outreach ("Community Outreach") organization is requesting a facility fee waiver for the use of the Senior Center Dinning Hall to host a memorial ceremony for long-time resident, Patriotic Commissioner, and former Mayor of the City of South El Monte, Blanca Figueroa. In addition, Community Outreach is requesting City Council consider waiving all the fees associated with the reservation.

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

1. The requested facility fee waiver for the use of the Senior Center Dinning Hall in the amount of \$300.00; and
2. The request to waive the non-waived fees associated with the reservation in the amount of \$902.00.

### 11.b. LETTER FROM EL MONTE/ SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER CRAFT ROOM AND TO WAIVE ALL THE FEES ASSOCIATED WITH THE RESERVATION

The El Monte/South El Monte Community Outreach ("Community Outreach") organization is requesting a facility fee waiver for the use of the Senior Center Craft Room to host the organization's meetings and gatherings. In addition, Community Outreach is requesting City Council consider waiving all the fees associated with the reservation.

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

1. The facility fee waiver request for the use of the Senior Center Craft Room in the amount of \$760.00; and
2. The Community Outreach request to waive the non-waived fees associated with the reservation in the amount of \$1,792.00.

Correspondence Items 11.c. through 11.e. next page.

## CONSENT CALENDAR (CONTINUED)

### **11.c. CONTINUANCE OF REQUEST FROM THE MONTEBELLO BREWERS BASEBALL CORPORATION FOR A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2026**

At the March 17, 2026, City Council Meeting, City Council approved a fee waiver request from the Montebello Brewers Baseball Corporation (Brewers) for the use of Shively and New Temple Park fields to host their 2026 season's practices and games. In addition, Brewers is requesting approval to host two baseball tournaments. During the discussion, the Brewers proposed modifications to their original request. As a result, City Council directed staff to continue this item until the following City Council meeting with updated applications, revised fee waiver calculations, and a field use agreement between the City and the Brewers.

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

1. The revised facility fee waiver request for the use of Shively Park field and New Temple Park fields in the amount not to exceed \$69,700.00; and
2. The Brewers request to host two baseball tournaments.

### **11.d. LETTER FROM SPIRITT FAMILY SERVICES FOR THE CITY TO CONSIDER SPONSORING THE 2ND ANNUAL FUNDRAISING LUNCHEON "BLOOMING MINDS" THURSDAY, JUNE 4TH, 2026**

SPIRITT Family Services is a nonprofit foundation in the City of South El Monte that promotes mental health challenges for community members. The event will collect funds to empower families to improve health and well-being and strengthen communities.

**RECOMMENDED ACTION:** Staff recommends City Council choose a sponsorship level ranging from \$5,000, \$2,500, \$1,500, \$500 or individual tickets at \$100 each. Each level has special promotions, including VIP tables for the event and advertising opportunities (see letter).

### **11.e. LETTER OF SUPPORT REQUESTED BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR AB 1786 (HARABEDIAN) — BEST VALUE CONTRACTING, WHICH WOULD EXTEND OPTIONAL BEST VALUE CONTRACTING AUTHORITY TO GENERAL LAW CITIES AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.**

AB 1786 provides cities with an optional tool to utilize best value contracting for complex infrastructure projects in excess of \$500,000, allowing agencies to consider qualifications, experience, and project delivery factors alongside cost, while maintaining transparency, competitive bidding, and accountability safeguards.

Correspondence Item 11.e. (Recommendation) next page.

## **CONSENT CALENDAR (CONTINUED)**

### **Item 11.e.**

**RECOMMENDED ACTION:** Staff recommends City Council send a letter of support for AB 1786 (Harabedian) to ensure the best value contracting, which would extend best value contracting authority to general law cities and the San Gabriel Valley Council of Governments.

## **12. COUNCILMEMBERS' AGENDA**

### **12.a. MAYOR PRO TEM RUDY BOJORQUEZ**

Discussion/Action to provide a letter supporting SB 1314 Youth Over Smoke Act.

### **12.b. COUNCILMEMBER LARRY RODRIGUEZ**

Discussion/Action on Buffer Zone regulations for Election Campaign Solicitation near Schools and Parks.

## **13. CLOSED SESSION**

### **13.a. PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) – ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO TERMS OF AGREEMENT**

Title: City Manager

### **13.b. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – Conference with Labor Negotiator**

City Designated Representative: Susie Altamirano, City Attorney  
Unrepresented Employee: City Manager

### **13.c. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION**

(Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2): One Matter

### **13.d. CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION**

(Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2): One Matter

### **13.e. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Pursuant to California Government Code Section 54956.9(d)(1))  
*Name of case:* Gloria Olmos v. City of South El Monte, et al. Case Number: 2:26-cv-03344

## **14. ADJOURNMENT**

## **NEXT REGULAR CITY COUNCIL MEETING:**

Tuesday, April 21, 2026, at 6:00 p.m.

**CERTIFICATION**

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on this April 2, 2026, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at [www.cityofsouthelmonte.org](http://www.cityofsouthelmonte.org).



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Adrian Garcia, MMC



## City Council Agenda Report

### Agenda Item No. 4.a.

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:**

**SUBJECT:** Presentation of Certificates of Recognition to the South El Monte High School Academic Decathlon Team

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None



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

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** 2025 Housing Element Annual Progress Report

**SUMMARY:** 2025 Annual Housing Progress Report

**RECOMMENDED ACTION:** Staff recommends that the City Council receive and file the Housing Element Annual Progress Report for Calendar Year 2025. The attached report shall be forwarded to the California Department of Housing and Community Development and the Governor’s Office of Planning and Research.

**FISCAL/FINANCIAL IMPACT:** No Fiscal Impact

**DISCUSSION:** The report has been prepared in compliance with California Government Code Section 65400 et. seq., which mandates the City Council annually submit to the State Office of Planning and Research, and the Department of Housing and Community Development the status of the General Plan and the progress the City has made on implementing the goals and policies of the General Plan. During 2025, the Building Department issued permits for 145 total new units, 28 of which were Accessory Dwelling Units (ADU’s). The units were then categorized into different affordability tiers that ranged from very low to above moderate-income levels. These units were categorized by taking the average rental rates per square feet from adjacent jurisdictions and applying them to each individual unit which permits were provided for.

Income Level	2021-2029 RHNA Allocation	Projection Period 6/30/21-10/14/21	2021	2022	2023	2024	2025	Total Units to Date	Total Remaining RHNA by Income Level
<b>Very Low (0-30% of AMI)</b>	131	0	0	0	5	3	8	21	115

<b>Low (30-50% of AMI)</b>	64	3	1	0	7	9	6	26	38
<b>Moderate (50 to 80% of AMI)</b>	70	0	0	0	10	70	7	87	-
<b>Above Moderate (&gt;80% of AMI)</b>	312	0	1	22	1	8	124	156	156
<b>Total</b>	577	3	2	22	23	90	145	285	309

The Housing Element Annual Progress Report is attached hereto for the City Council's consideration. The report provides specific building records for the accounted units, goals and policies of the City of South El Monte Housing Element, LEAP Grant status information. Programs and policies that were reported to the state range from Code Enforcement Program which looks to coordinate the distribution of Homeowner Rehabilitation Assistance/ OOR Rehabilitation Program funding with code enforcement case data to assist eligible households to more long-range planning such as the General Plan and Zoning Ordinance review and update.

**CEQA**

The Housing Element Annual Progress Reports does not qualify as a project as defined in the California Code of Regulations Section 15378(a). The report is an administrative activity conducted by the City that will not result in direct or indirect physical changes in the environment. Further, the Annual Progress Reports are exempt from review under the California Environmental Quality Act (CEQA), pursuant to California Code of Regulations Section 15601(b)(3). The activity is covered by the commonsense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**ATTACHMENT(S):**

- A. 2025 Housing Element Annual Progress Report

Jurisdiction	South El Monte	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	5	-	-	-	-	-	-	5	-
Very Low	Deed Restricted	131	-	-	-	-	3	3	-	-	-	-	16	115
	Non-Deed Restricted		-	-	-	-	-	5	-	-	-	-	-	-
Low	Deed Restricted	64	3	1	-	-	5	2	-	-	-	-	26	38
	Non-Deed Restricted		-	-	-	7	4	4	-	-	-	-	-	-
Moderate	Deed Restricted	70	-	-	-	-	-	2	-	-	-	-	87	-
	Non-Deed Restricted		-	-	-	10	70	5	-	-	-	-	-	-
Above Moderate		312	-	1	22	1	8	124	-	-	-	-	156	156
Total RHNA		577												
Total Units			3	2	22	23	90	145	-	-	-	-	285	309

\*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

\*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):  
 - You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"  
 - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.  
 - All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

\*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	South El Monte
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**Table A**  
**Housing Development Applications Submitted**

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Application				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4.5+ ADU, MH)	Tenure R= Renter O= Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non-Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non-Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	Total DISAPPROVED Units by Project	Please select state streamlining provision's the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L7?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	
Summary Row: Start Data Entry Below							0	0	0	0	5	0	0	0	6	0	10	14	35	0	0				
8113-005-012	1649 Bunker Ave		CONSULT-25-01	ADU	O	1/3/2025													1			NONE	No	No	
8113-007-031	1715 Burkett Rd		CONSULT-25-05	ADU	O	1/28/2025														1			NONE	No	No
8116-008-028	1434 Strozier Ave		CONSULT-25-09	ADU	O	2/15/2025														1			NONE	No	No
8114-015-009	1819 Cogswell Rd		CONSULT-25-10	ADU	O	2/19/2025														1			NONE	No	No
8103-011-034	10413 Klingerman St		CONSULT-25-11	ADU	O	3/24/2025														1			NONE	No	No
8103-008-013	2515 Doreen Ave		CONSULT-25-13	ADU	O	3/1/2025														1			NONE	No	No
8102-025-015	2456 Adelia Ave		CONSULT-25-14	ADU	O	3/3/2025														1			NONE	No	No
8118-015-049	1315 Durfee Ave		CONSULT-25-19	ADU	O	4/1/2025														1			NONE	No	No
8104-025-023	2316 Santa Anita Ave		CONSULT-25-20	ADU	O	4/3/2025														1			NONE	No	No
8103-024-041					5+	R														1			NONE	No	No
8103-024-040	2532/2542 Edwards Ave		CONSULT-25-21			4/3/2025														1			NONE	No	No
8113-007-022	11456 Broadmead St		SUBPRE-25-01		2 to 4	O	4/9/2025													1			NONE	No	No
8118-015-014	11144 Majfield St		CONSULT-25-29	ADU	O	5/6/2025														1			NONE	No	No
8104-025-011	2315 Granada Ave		CONSULT-25-34	ADU	O	5/22/2025														1			NONE	No	No
8114-027-004	1644 Cogswell Rd		CONSULT-25-36	ADU	O	5/27/2025														1			NONE	No	No
8102-025-010	2512 Adelia Ave		CONSULT-25-38	ADU	O	5/30/2025														1			NONE	No	No
8104-014-011	10820 Klingerman St		CONSULT-25-39		5+	R	6/1/2025													1			NONE	No	No
8116-015-001	1832 Strozier Ave		CONSULT-25-41	ADU	O	6/23/2025														1			NONE	No	No
8114-034-011	11245 Broadmead St		CONSULT-25-54	ADU	O	7/10/2025														1			NONE	No	No
8118-010-017	11209 Fardon St		CONSULT-25-57	ADU	O	5/31/2025														1			NONE	No	No
8113-012-014	11353 Thienes Ave		CONSULT-25-58	ADU	O	8/4/2025														1			NONE	No	No
8114-030-014	1613 Leafdale Ave		CONSULT-25-61	ADU	O	8/11/2025														1			NONE	No	No
8104-018-019	10816 Elliot Ave		CONSULT-25-62	ADU	O	8/13/2025														1			NONE	No	No
8116-009-012	1631 Millet Ave		CONSULT-25-63	ADU	O	8/20/2025														1			NONE	No	No
8116-013-031	10163 Remer St		CONSULT-25-64	ADU	O	8/22/2025														1			NONE	No	No
8118-011-036	11258 Michael Hunt Dr		CONSULT-25-67	ADU	O	9/26/2025														1			NONE	No	No
8114-015-002	11208 Broadmead St		CONSULT-25-68	ADU	O	9/30/2025														1			NONE	No	No
8103-014-042	2523 Edwards Ave		CONSULT-25-69		5+	R	10/7/2025													1			NONE	No	No
8102-025-019	9702 Fern St		CONSULT-25-71	ADU	O	10/9/2025														1			NONE	No	No
8113-012-014	11353.5 Thienes Ave		CONSULT-25-74	ADU	O	10/28/2025														1			NONE	No	No
8102-017-021	2540 Rosemead Blvd		CONSULT-25-17		5+	O	3/16/2025													1			NONE	No	Yes
8102-017-021	2540 Rosemead Blvd		CONSULT-25-18		5+	O	3/16/2025													1			NONE	No	Yes
						O																	NONE	No	No
																							NONE	No	No
8103-008-013	2515 Doreen Ave		CONSULT-25-13		SFD	O	3/1/2025													1			NONE	No	No
8113-005-012	1649 Bunker Ave		CONSULT-25-01		ADU	O	1/3/2025													1			NONE	No	No





## City Council Agenda Report

### Agenda Item No. 4.c.

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:**

**SUBJECT:** SEM Business Workshop Series Overview

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None



## City Council Agenda Report

### Agenda Item No. 7.a.

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:** Adrian Garcia, MMC, City Clerk

**SUBJECT:** CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES OF MARCH 3, 2026, AND REGULAR CITY COUNCIL MEETING MINUTES OF MARCH 3, 2026

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**SUMMARY:** Staff is requesting approval of Minutes for the March 3, 2026, Special City Council Meeting and March 3, 2026, Regular City Council Meeting.

**RECOMMENDED ACTION:** Staff is requesting approval of Minutes for the March 3, 2026, Special City Council Meeting and March 3, 2026, Regular City Council Meeting.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

- A. DRAFT Spec CC Minutes 03-03-26
- B. DRAFT Reg CC Minutes 03-03-26

**CITY OF SOUTH EL MONTE**  
**SPECIAL CITY COUNCIL MEETING MINUTES**  
Tuesday, March 3, 2026 - 5:30 PM  
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:05 P.M.

**1. ROLL CALL**

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

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, City Attorney; Adrian Garcia, City Clerk; and Sabrina Muhne, Deputy City Clerk.

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

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

**3. INVOCATION** – Mayor Gloria Olmos offered the invocation.

**4. PUBLIC COMMENT**

Mayor Olmos opened Public Comment.

1. Gerald Duran, resident, expressed concerns on the Regular City Council Meeting's Agenda Item 8.a.
2. John Ventura, resident, requested clarification on Public Comment now versus the Public Hearing later, offered prayer over the proceedings, spoke on doing the right thing, shared scripture, and expressed support for the Mayor.

Adrian Garcia, City Clerk, clarified that Public Comment is for the Special Meeting's Closed Session and the Public Comment and Public Hearing for the censure item will be at the Regular City Council Meeting at 6:00 PM.

3. Tony Ozaeta, community member, expressed support for the Mayor.
4. Maria Heng, resident, expressed concerns on the Regular City Council Meeting's Agenda Item 8.a.
5. Ana Barragan, shared scripture.
6. Denise Silva, resident, shared scripture, and spoke on Closed Session.

## **PUBLIC COMMENT (CONTINUED)**

7. Danny Olmos, resident, expressed concerns on the Regular City Council Meeting's Agenda Item 8.a.
8. Pastor Benjamin Garrett, resident, shared that he prays for the leadership, and expressed concerns on the Regular City Council Meeting's Agenda Item 8.a.
9. Rosemary Tavera, resident, expressed concerns on division, shared scripture, and expressed support for the Mayor.

Mayor Olmos closed Public Comment and announced that Public Comment would reopen at the Regular Meeting.

## **5. CLOSED SESSION**

At 5:59 p.m., Mayor and City Council recessed into Closed Session.

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

At 6:04 p.m., Mayor Olmos reconvened the meeting with all councilmembers present.

Susie A. Altamirano, City Attorney, announced City Council discussed Item 5.a., a report was provided, feedback was given, no reportable action.

## **6. ADJOURNMENT**

There being no further business coming before this body, at 6:04 p.m., Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, March 3, 2026, at 6:00 p.m.

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

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Adrian Garcia, MMC, City Clerk

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Gloria Olmos, Mayor

**CITY OF SOUTH EL MONTE**  
**REGULAR CITY COUNCIL MEETING MINUTES**  
Tuesday, March 3, 2026 - 6:00 PM  
1415 Santa Anita Avenue, South El Monte, California 91733

Mayor Olmos called the meeting to order at 6:05 P.M.

**1. ROLL CALL**

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

ABSENT: Councilmember(s): None

STAFF PRESENT: Rene Salas, City Manager; Susie A. Altamirano, City Attorney; Adrian Garcia, City Clerk; Gerardo Marquez, Director of Community Development and Public Works; Sabrina Muhne, Deputy City Clerk; and Jayson Espejo, Public Works Analyst.

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

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

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

**4. PRESENTATIONS** – None

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

Susie A. Altamirano, City Attorney, announced a request to continue Public Hearing Agenda Item 8.a. and General Business Agenda Item 9.a.

Mayor Olmos announced her recusal from voting on the request.

**Motion** by Councilmember Acosta, there being no second, motion failed.

**Motion** by Mayor Pro Tem Bojorquez, seconded by Councilmember Delgado, to approve the agenda. Motion passed 4-1, by the following vote:

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

NAYS: Councilmember(s): Acosta

ABSTAIN: Councilmember(s): None

## 6. PUBLIC COMMENT

Mayor Olmos opened Public Comment.

1. Irma Colin, resident, expressed concerns on the business Rustic & Chic Co., shared statements that Council was accepting bribes from the business to keep their permits, and that the business is still advertising online with a revoked CUP.

At 6:14 p.m., Mayor Olmos called for a recess.

At 6:15 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

2. Edward Duong, GoSGV Program Manager, Active SGV, shared details on the GoSGV Equity E-Bike Membership program.
3. Richard Angel, resident, expressed concerns on Agenda Item 8.a., and expressed support for the Mayor.
4. Pastor Patricia Garret, resident, expressed concerns for what she observes going on in the City, that all are welcome at her church, that she prays for everyone on the Council, and shared scripture.
5. Nancy Mendez, expressed concerns on the business Rustic & Chic Co., the business blaming the City for shutting them down, and requested information to see if they are committing fraud.
6. Roseanne Angel, resident, spoke on Agenda Item 8.a., concerns with transparency, and expressed support for the Mayor.
7. Angel Aguilar, resident, expressed concerns on the City politics occurring, shared scripture, expressed support for the Mayor, and expressed concerns on Agenda Item 8.a.
8. Kimberly Valencia, resident, expressed concerns on Agenda Item 8.a., concerns on resident surveys and campaign talking points.
9. Arthur Kingsbury, resident, expressed concerns on Agenda Item 8.a., requested a clear explanation of why, quoted the Brown Act, and requested a redacted version of the findings to be released so the Council can explain its reasoning and so the public understands.
10. John Ventura, resident, read a letter from the residents of Leafdale Ave and Hage Street regarding the paving rehabilitation project, spoke on the In-N-Out pylon, concerns on campaign activity,
11. Raul Pardo, resident, requested clarification on Brown Act and addressing the body as a whole, expressed concerns on the pylon, spoke on cannabis, affordable housing, and expecting professionalism from the Council.

## **PUBLIC COMMENT (CONTINUED)**

12. Danny Olmos, resident, spoke on previous Public Comments, expressed with campaign activity, and expressed support for keeping professionalism.
13. Amanda Rodarte-Contreras, Library Manager, South El Monte Library, shared upcoming library closures and program updates.
14. Joe Martinez, resident, shared his experience as a former Code Enforcement Supervisor for the City, and thanked the Mayor for her service.
15. Ingrid Aguilar, resident, expressed concern on Agenda Item 8.a.
16. Jacqueline Rubio, Valle Lindo School District Board Member, shared the upcoming Read Across America Week.
17. Eduardo Saucedo spoke on Rustic & Chic Co., public corruption, campaign finance investigations, fighting Measure CM, the In-N-Out pylon, and the budget.
18. Heidi Carillo, resident, expressed concerns on Agenda Item 8.a.
19. Oriole, resident, expressed support for the Mayor, and expressed concerns on Agenda Item 8.a.
20. Brandy Cruz, resident, expressed concerns on a councilmember, and expressed concerns on Agenda Item 8.a.
21. Tammy Acosta, resident, expressed concerns on Agenda Item 8.a., requested to know details on the investigation, and expressed support for the Mayor.
22. Robert Becerra, resident, expressed concerns on Agenda Item 8.a., and requested to have as much information as legally possible released so the public isn't trying to fill in the gaps.
23. Kevin Salvador, South El Monte High School coach and community member, expressed concerns on Agenda Item 8.a.
24. Elizabeth Hernandez expressed support for the Mayor.
25. Jose Trujillo, resident, expressed support for the Mayor, and expressed concerns on Agenda Item 8.a.
26. Tony Ozaeta, community member, spoke on selfishness and division, shared scripture, and expressed concerns on secrecy.
27. Delia Ringor, community member, expressed support for the Mayor.

## PUBLIC COMMENT (CONTINUED)

28. Natalia Vasquez, community member, expressed support for Council working together, and expressed concern for Agenda Item 8.a.
29. Carlos Fuentes, business owner, expressed concerns on Agenda Item 8.a.
30. Troy Valencia, resident and high school student, expressed concerns on community politics, expressed concerns on Agenda Item 8.a., and expressed support for the Mayor.
31. Yvette Trujillo, resident, expressed support for the Mayor, and expressed concerns on Agenda Item 8.a.

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

## 7. CONSENT CALENDAR

**Motion** by Councilmember Delgado, seconded by Councilmember Acosta, to approve the Consent Calendar. Motion passed 5-0, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): None

- 7.a. Approved the Minutes for the February 3, 2026, Regular City Council Meeting.
- 7.b. Adopted Resolution No. 26-011, authorizing payment of City expenditures for the period of February 13, 2026, through February 25, 2026, totaling \$2,285,782.44.
- 7.c. Waived the full reading and adopted Ordinance No. 1289, amending South El Monte's Municipal Code sections 2.48.020 of chapter 2.48 to decrease the number of commissioners on the Community Services Commission from seven to five commissioners.
- 7.d. Approved Resolution No. 26-012, approving a First Amendment to the Contract Services Agreement with Council for Watershed Health (CWH), dated July 25, 2024, to increase the not-to-exceed contract sum in the amount of Two Hundred Nineteen Thousand Five Hundred Four Dollars (\$219,504), for a new total not-to-exceed sum of Nine Hundred Seventy Six Thousand Nineteen Dollars (\$976,019), and to extend the term of the agreement by one (1) year, and authorized the City Manager or designee to negotiate and execute the amendment, approved as to form by the City Attorney.

At 7:57 p.m., Mayor Olmos called for a recess.

At 8:13 p.m., Mayor Olmos reconvened the City Council Meeting with all councilmembers present.

## **8. PUBLIC HEARINGS**

### **8.a. A PUBLIC HEARING TO CONSIDER AND APPROVE RESOLUTION NO. 26-013 OF THE CITY OF SOUTH EL MONTE CENSURING MAYOR GLORIA OLMOS**

Mayor Olmos introduced the item, and Taylor M. Anderson, Senior Counsel, Colantuono, Highsmith & Whatley, provided a report and facilitated the Public Hearing.

Mayor Olmos was provided 10 minutes to provide remarks and announced her recusal on this item.

Mayor Olmos opened the Public Hearing.

1. John Ventura, resident, requested the Council waive the Closed Session information and share it with the public, expressed concerns on the Mayor Pro Tem and campaign activity, expressed support of taking no action on this item, expressed concern on the three-vote majority, and expressed concerns on the City Attorney's office.
2. Danny Olmos, resident, expressed concern on lack of information and the Mayor's need for attorney representation.
3. Frank Villegas, expressed concerns on this item and its potential violations, and expressed concerns on e-Bikes introduced earlier during Public Comment.
4. Pastor Don Antelo, community member, encouraged Council to do the right thing and expressed support for the Mayor.
5. Denise Silva, resident, asked for transparency in what the Mayor is being charged with so the people can have a better understanding.
6. Lisa Chung, South El Monte teacher, spoke in support of the Mayor.
7. Eduardo Saucedo, spoke on the Levine Act, Rustic & Chic Co. bribes, Closed Session violations, and consequences.
8. Rocio Controlla, Valle Lindo School District employee, spoke in support of the Mayor and against the censure.
9. Bernardo Flores, community member, spoke in support of the Mayor.

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

## **PUBLIC HEARINGS (CONTINUED)**

### **Item 8.a.**

Council discussion included waiving the confidentiality of the Closed Session topics, how the Closed Session topics were transmitted to Council, the Mayor's prior access to the report and her knowledge of the investigation, the Mayor's due process, the investigator being a third-party separate from the attorney's office, remarks made during Public Comment that were only disclosed during Closed Session, agendizing the Closed Session topics at a future meeting, and inadvertent mistakes by the Mayor.

Mayor Olmos responded to the discussion, stating that she did not violate the Brown Act, that the report is inaccurate, that she wouldn't put the City at jeopardy, would like to finish reading the report, and requested that the Council not censure her.

**Motion** by Councilmember Acosta to take no action. There being no second, the motion failed.

**Motion** by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopt Resolution No. 26-013, censuring Mayor Olmos. Motion passed 3-1-1, by the following vote:

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

## **9. GENERAL BUSINESS**

### **9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-014 OF THE CITY OF SOUTH EL MONTE IMPOSING SANCTIONS ON MAYOR GLORIA OLMOS**

Mayor Olmos introduced the item, and Taylor M. Anderson, Senior Counsel, Colantuono, Highsmith & Whatley, provided a report.

Discussion topics included proposed sanctions diminishing Mayor's role and duties, the option to choose penalties and for length of time, and the severity of the sanctions.

**Motion** by Councilmember Delgado, seconded by Mayor Pro Tem Bojorquez, to adopting Resolution No. 26-014, revoking privilege of travel and access to public funds for the remainder of her term. Motion passed 3-1-1, by the following vote:

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

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

Councilmember Acosta announced he had nothing to report.

Councilmember Rodriguez announced he attended the following: Read Across America at New Temple Elementary School.

Mayor Pro Tem Bojorquez announced he attended the following: Read Across America, and the Independent Cities Association (ICA) Winter Seminar.

Councilmember Delgado announced he attended the following: the Independent Cities Association (ICA) Winter Seminar.

Mayor Olmos announced she attended the following: scheduled for Read Across America Week, the Senior Center Lunar New Year Luncheon, the San Gabriel Valley Council of Governments (SGVCOG) Governing Board Meetings, the SGVCOG Transportation Committee Meetings, the SGVCOG 2028 Olympic & Paralympic Games Ad Hoc Committee Meetings, and the Senior Center Valentine Luncheon.

**11. CORRESPONDENCE – None**

**12. COUNCILMEMBERS' AGENDA – None**

**13. CLOSED SESSION – None**

**14. ADJOURNMENT**

There being no further business coming before this body, at 9:57 p.m., Mayor Olmos adjourned the meeting to a Regular City Council Meeting on Tuesday, March 17, 2026, at 6:00 p.m.

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

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Adrian Garcia, MMC, City Clerk

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Gloria Olmos, Mayor



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

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:** Masami Higa, Director of Finance

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-022, APPROVING WARRANTS FOR THE PERIOD OF FEBRUARY 26, THROUGH MARCH 11, 2026

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

**RECOMMENDED ACTION:** Staff recommends City Council adopt Resolution No. 26-022, authorizing payment of City expenditures.

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

- A. Resolution No. 26-022
- B. Attachment B

**ATTACHMENT A**

RESOLUTION NO. 26-022

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

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

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

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

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

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

TOTAL EXPENDITURES RESOLUTION NO. 26-022 \$3,023,211.59.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of April 2026.

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

ATTEST:

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

Attachment: Exhibit A – Expense Report

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

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-022, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 7th day of April 2026, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Adrian Garcia, MMC, City Clerk



South El Monte, CA

# ATTACHMENT B

## Warrant Register

City Council Meeting 3/17/26

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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\$ 2,819,440.09

**Authorization Signature**

**Warrant Register**

Council Meeting 3/17/26

Grand Total \$ 2,819,440.09



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**Rene Salas, City Manager**



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

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-023, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION FOR THE SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023)

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**SUMMARY:** On September 30, 2024, the Engineering Department solicited bids for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). The work involved installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations. On November 12, 2024, Toro Enterprises, Inc. (“Contractor”) was awarded a construction contract for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). The final cost for the construction work completed by Toro Enterprises, Inc. is \$1,496,102.79.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 26-023, accepting the completion for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023);
2. Authorize City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder’s Office;
3. Release retention accordingly.

**FISCAL/FINANCIAL IMPACT:** The project was completed within the construction budget, and there is no additional fiscal impact. The final cost for the construction work completed by Toro Enterprises, Inc. is \$1,496,102.79, which is within the approved contract amount.

**DISCUSSION:** On September 30, 2024, staff advertised Notice Inviting Bids for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023). On October 31, 2024, at 2:00 PM, Five (5) bids were received by the City. Out of five bids received,

Toro Enterprises, Inc. was found to be the lowest responsive bidder. The bid submitted by Toro Enterprises, Inc. was in the amount of \$1,794,169.80.

On November 12, 2024, the City Council awarded the construction contract to Toro Enterprises, Inc. for \$1,794,169.80 and approved 10% contingency for a total construction budget of \$1,973,586.78.

On December 30<sup>th</sup>, 2024, Toro Enterprises, Inc. began construction of the project per plans, specifications and bid documents per contract with the City. The work included the installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations. All improvements have been completed satisfactorily, and in conformance with the approved project specifications.

Staff recommends that City Council accept the project as complete, authorize filing a Notice of Completion, and release of retention payment pursuant to contract documents.

**ATTACHMENT(S):**

- A. Resolution No. 26-023
- B. Notice of Completion

**ATTACHMENT A**

RESOLUTION NO. 26-023

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ACCEPTING THE SAFE ROUTES TO SCHOOL PEDESTRIAN SAFETY PROJECT, ATP CYCLE 5, ATPL-5352(023) AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

**WHEREAS**, the final cost for the construction work completed by Toro Enterprises, Inc. \$1,496,102.79, which is within the approved contract amount;

**WHEREAS**, the project was reviewed by City Staff and it is determined to be completed satisfactorily;

**WHEREAS**, it is recommended that City Council accept the project as Complete and authorize staff to file the “Notice of Completion” with the County Recorder’s Office for this project.;

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

**SECTION 1:** The City Council hereby adopts and approves this resolution accepting the work performed by Toro Enterprises, Inc. for the Safe Routes to School Pedestrian Safety Project, ATP Cycle 5, ATPL-5352(023).

**SECTION 2:** The City council hereby authorizes the City Clerk to file a Notice of Completion with the Los Angeles County Recorder.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of April 2026.

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

ATTEST:

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

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 26-026, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 7<sup>th</sup> day of April 2026, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Adrian Garcia, MMC, City Clerk

**ATTACHMENT B**

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF SOUTH EL MONTE  
1415 Santa Anita Avenue  
South El Monte, CA 91733

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

**NOTICE OF COMPLETION**

Notice, pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: CITY OF SOUTH EL MONTE
3. The full address of the owner is: 1415 Santa Anita Avenue, South El Monte, CA 91733
4. The nature of the title is: Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

NONE

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on 02/21/2026. The work was: installation of pedestrian safety upgrades at signalized intersections and uncontrolled crosswalks including RRFBs, pedestrian push buttons, countdown systems, overhead pedestrian signal systems, speed radar feedback signs, pedestrian ramps, signage, crosswalks and striping around schools and major destinations.

8. The name of the contractor, if any, for such work of improvement was Toro Enterprises, Inc. 11/12/2024

(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE')

(DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in South El Monte, County of Los Angeles, State of California, and is described as follows: City owned.

10. The street address of the property is NONE

(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: \_\_\_\_\_

CITY OF SOUTH EL MONTE

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

Rene Salas  
City Manager

VERIFICATION

I, the undersigned, say: I am the City Manager of the City of South El Monte, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_, at \_\_\_\_\_  
(CITY) (STATE)

\_\_\_\_\_  
(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)

A notary public or other officer completion 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 \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_,

\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature \_\_\_\_\_



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

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** CONSIDERATION AND APPROVAL OF RESOLUTION NO. 26-024, REPEALING RESOLUTION 23-103 AND APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES TO LOC ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

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**SUMMARY:** Staff seeks City Council approval to amend the contract compensation amount for LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 26-024, approving a First Amendment to the Agreement for Contract Services with LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation to increase the contract sum by Seventy-Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents (\$79,867.50) for a new total not-to-exceed sum of Two Hundred Eighteen Thousand Two Hundred Sixty-Seven Dollars and Fifty Cents (\$218,267.50) and to extend the term to November 14, 2027; and
2. Authorize the City Manager or designee to negotiate and execute the agreement.

**FISCAL/FINANCIAL IMPACT:** The proposed additional contract services of \$79,867.50 will be funded by multiple grants equaling to a total project programmed amount of \$2,689,545.

There will be no impact to the General Fund.

**DISCUSSION:** The project is located at New Temple Park, 1450 Lidcombe Ave, South El Monte, CA 91733. The project involves construction of a new community center at New Temple Park that will feature a community room, snack bar and ADA-compliant restrooms. The current restroom and community room will be demolished while the snack bar will remain and be used for storage.

Since the design of these improvements will need to be submitted to the Division of the State Architect's Office (DSA), regulatory code requirements such as ADA accessibility will need to be addressed.

The primary objective of the project is to have LOC Architects provide a complete PS&E (plans, specifications and estimates) approved by all involved—including, but not limited to jurisdictional and regulatory agencies. Further, the completed PS&E must be ready for construction bidding for the improvements outlined in the RFP and attached documents, including meeting all permit requirements to obtain a permit from the DSA.

On September 12, 2023, the City Council authorized staff to issue a RFP for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation.

On September 12, 2023, staff issued a RFP for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation with a proposal due date of October 11, 2023. One (1) firm submitted a proposal: LOC Architects. The proposal was evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposal and determined that the proposal from LOC Architects was the most qualified pursuant to the City's purchasing policy. LOC Architects' proposal demonstrated the best understanding of the requested services. In its proposal, LOC Architects showed experience on similar projects including office renovation, warehouse conversion with multiple public agencies, including schools and municipalities. Staff contacted the listed references on LOC Architects' proposal including Alliance College Ready Public Schools, City of Santa Ana, Crossroads School and Charles Drew University, and received positive feedback on the quality of the work provided by LOC Architects. Furthermore, the LOC Architects team, and project manager, demonstrates required qualifications and experience.

The proposed services from LOC Architects for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation requires additional structural and civil engineering services. Further service requirement items will return to City Council to establish a construction budget after design documents (plans, specifications and engineer's estimate) are completed.

Staff recommends that the City Council approve the amendment to the Agreement for Contract Services with LOC Architects to provide Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation for a total amount of \$218,267.50, extend the term to November 14, 2027, and authorize the Mayor to execute the agreement.

Staff report prepared by Jason Espejo, Public Works Analyst.

**ATTACHMENT(S):**

- A. Resolution No. 26-024
- B. Amendment 1.LOC
- C. Fee Proposal.3.2026
- D. Exhibit A - LOC Architects - New Temple Park Rehabilitation.PSA

## ATTACHMENT A

### RESOLUTION NO. 26-024

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL REPEALING RESOLUTION 23-103 AND APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES TO LOC ARCHITECTS FOR ARCHITECTURAL DESIGN SERVICES FOR NEW TEMPLE PARK MULTI-PURPOSE/ COMMUNITY ROOM, SNACK BAR, AND RESTROOM REHABILITATION

**WHEREAS**, On September 12, 2023, the City Council authorized staff to issue a RFP for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation; and

**WHEREAS**, On September 12, 2023, staff issued a RFP for Architectural Design Services for New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation with a proposal due date of October 11, 2023. One (1) firm submitted a proposal: LOC Architects. The proposal was evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references; and

**WHEREAS**, LOC Architects' proposal demonstrated the best understanding of the requested services. In its proposal, LOC Architects showed experience on similar projects, including office renovation, warehouse conversion with multiple public agencies, including schools and municipalities. Staff contacted the listed references in LOC Architects' proposal, including Alliance College Ready Public Schools, City of Santa Ana, Crossroads School and Charles Drew University, and received positive feedback on the quality of the work provided by LOC Architects. Furthermore, the LOC Architects team, and project manager, demonstrates the required qualifications and experience; and

**WHEREAS**, the City and LOC now wish to enter into a First Amendment to the 2023 Agreement to allow for the completion of the design phase, which includes structural engineering and civil engineering services, for the New Temple Park Multi-Purpose/Community Room, Snack Bar, and Restroom Rehabilitation; and

**WHEREAS**, the City and LOC seek to increase the total not-to-exceed amount of the 2023 Agreement by Seventy-Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents (\$79,867.50); and

**WHEREAS**, the City and LOC further wish to extend the term of the services provided under the Agreement to November 14<sup>th</sup>, 2027.

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

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

**SECTION 2.** The City Council authorizes the City Manager to execute a First Amendment to the Agreement for Contract Services, dated November 14, 2023, with LOC Architects (LOC),

to increase the contract sum in the amount of Seventy-Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents (\$79,867.50), for a new total not-to-exceed sum of Two Hundred Eighteen Thousand Two Hundred Sixty-Seven Dollars and Fifty Cents (\$218,267.50).

**SECTION 3.** The City Council further authorizes the City Manager to execute a First Amendment to the Agreement for Contract Services, dated November 14, 2023, with LOC Architects to extend the term of the agreement to continue through November 14, 2027.

**SECTION 4:** The City Clerk shall certify to the passage and adoption of this resolution.

**PASSED, APPROVED and ADOPTED** this 7<sup>th</sup> day of April 2026.

---

Gloria Olmos, Mayor

ATTEST:

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Adrian Garcia, MMC, City Clerk

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

I, Adrian Garcia, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 26-024, 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 7<sup>th</sup> day of April 2026, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Adrian Garcia, MMC, City Clerk

## ATTACHMENT B

FIRST AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
CITY OF SOUTH EL MONTE  
AND  
LOC ARCHITECTS

This First Amendment (“Amendment No. 1”) to that certain agreement entitled “Agreement for Contract Services”, dated November 14, 2023 (hereinafter, “Master Agreement”), is hereby entered into as of April 7, 2026 (“Effective Date”), by and between the CITY OF SOUTH EL MONTE, a California municipal corporation (“City”) and LOC ARCHITECTS, (“Consultant”). For purposes of this Amendment No. 1, the capitalized term “Parties” shall be a collective reference to both City and Consultant. The capitalized term “Party” may refer to either City or Consultant interchangeably, as appropriate.

### RECITALS

This Amendment No. 1 is made and entered into with respect to the following facts:

WHEREAS, on November 14, 2023, the City entered into an Master Agreement for Contract Services with Consultant to complete the design services for the New Temple Park Multi-purpose/Community Room, Snack Bar, and Restroom Rehabilitation (“Project”); and

WHEREAS, the Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the total not-to-exceed contract amount by Seventy-Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents (\$79, 867.50) for a new total not-to-exceed sum of Two Hundred Eighteen Thousand Two Hundred Sixty-Seven Dollars and Fifty Cents (\$218,267.50) and to extend the term to November 14 2027; and

WHEREAS, the execution of this Amendment No. 1 was approved by the City Council of the City of South El Monte at its Regular Meeting held on April 7, 2026, under Agenda Item No. 7.d.

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

Section 1. Section 2.1. of the Master Agreement related to compensation is hereby amended to increase the Not-to-Exceed Sum of **ONE HUNDRED THIRTY-EIGHT**

**THOUSAND FOUR HUNDRED DOLLARS (\$138,400) by SEVENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN DOLLARS AND FIFTY CENTS (\$79, 867.50) for a new total Not-to Exceed Sum of TWO HUNDRED EIGHTEEN THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND FIFTY CENTS (\$218,267.50).**

Section 2. Section 3.4 of the Master Agreement related to the Term of the agreement is hereby amended to extend the Agreement to continue through November 14, 2027.

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

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

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

City:

CITY OF SOUTH EL MONTE,  
a California municipal corporation

Consultant:

LOC ARCHITECTS

By: \_\_\_\_\_  
Rene Salas  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Susie Altamirano  
City Attorney

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROOF OF AUTHORITY TO BIND CONTRACTING  
PARTY REQUIRE**

## **Exhibit “A”**

### **AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND LOC, INC. dba LOC Architects**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 14<sup>th</sup> day of November, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and LOC, INC. dba LOC Architects, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

#### **RECITALS**

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

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

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

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

#### **OPERATIVE PROVISIONS**

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

#### **ARTICLE 1. SERVICES OF CONSULTANT**

##### **1.1 Scope of Services.**

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

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

### **1.2 Consultant’s Proposal.**

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

### **1.3 Compliance with Law.**

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

### **1.4 Licenses, Permits, Fees and Assessments.**

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

### **1.5 Familiarity with Work.**

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

### **1.6 Care of Work.**

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

**1.7 Further Responsibilities of Parties.**

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

**1.8 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$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 Thirty Eight Thousand Four Hundred Dollars (\$138,400.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

## **2.2 Method of Compensation.**

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

## **2.3 Reimbursable Expenses.**

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

## **2.4 Invoices.**

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

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

## **2.5 Waiver.**

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

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence.**

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

#### **3.2 Schedule of Performance.**

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

#### **3.3 Force Majeure.**

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

#### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

### **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:



#### **4.4 Independent Consultant.**

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

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

#### **4.5 Prohibition Against Subcontracting or Assignment.**

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

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense

during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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

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

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

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

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

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

## **5.2 General Insurance Requirements.**

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

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or

liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## **6.2 Reports.**

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

## **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

## **6.4 Confidentiality and Release of Information.**

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

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

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

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

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

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

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

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

### **7.4 Waiver.**

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

### **7.5 Rights and Remedies are Cumulative.**

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

### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

**7.7 Liquidated Damages.**

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

**7.8 Termination Prior to Expiration of Term.**

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

**7.9 Termination for Default of Consultant.**

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

**7.10 Attorneys' Fees.**

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

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.**

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

**8.2 Conflict of Interest.**

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

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

**8.3 Covenant Against Discrimination.**

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

#### **8.4 Unauthorized Aliens.**

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

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### **9.1 Notices.**

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

#### **9.2 Interpretation.**

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

#### **9.3 Counterparts.**

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

#### **9.4 Integration; Amendment.**

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

**9.5 Severability.**

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

**9.6 Warranty & Representation of Non-Collusion.**

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

Consultant's Authorized Initials     PS    

**9.7 Corporate Authority.**

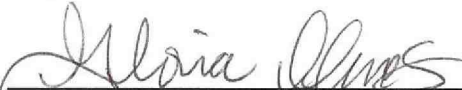
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**


CITY OF SOUTH EL MONTE, a municipal corporation

  
Gloria Olmos, Mayor

**ATTEST:**

  
Donna G. Schwartz, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

LOC, INC. dba LOC Architects, California corporation

By: See Attached  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

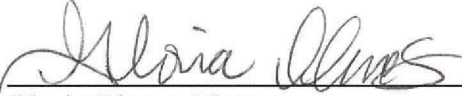
Address: 3203 E. 4<sup>th</sup> Street  
Los Angeles, CA 90063

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


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

**CITY:**


CITY OF SOUTH EL MONTE, a municipal corporation

  
Gloria Olmos, Mayor

**ATTEST:**


  
Donna G. Schwartz, City Clerk


**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

LOC, INC. dba LOC Architects, California corporation

By:   
Name: Poonam Sharma  
Title: Principal

By:   
Name: Ali Jeevanjee  
Title: Principal

Address: 3203 E. 4<sup>th</sup> Street  
Los Angeles, CA 90063

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (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 \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ NUMBER OF PAGES
_____ <b>SIGNER IS REPRESENTING:</b> (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:

##### **Task 1. Project Management**

- a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.
- b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.
- c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.
- d. Provide a detailed project schedule with continuous updates., and executive summary of project status to be submitted with each monthly invoice.
- e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
- f. Division of the State Architect (DSA). Coordinate with the Division of the State Architect to obtain permit. The Consultant will submit the design to DSA and coordinate the DSA process from submission to permit issuance. Including meeting all permit requirements to obtain permit from the DSA. The final plans, specifications and estimates will not be approved until required permit from DSA is obtained.

##### **Task 2. Preliminary Engineering**

- a. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.
- b. Conduct necessary field surveys to assess existing conditions of the project area.
- c. Develop preliminary design.
- d. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.
- e. Prepare Technical specifications.
- f. Environmental. The project is assumed to be a categorical exemption.
- g. Utility Research. The consultant shall obtain all available as-built drawings from the city and show them on project plans

##### **Task 3. Plans, Specifications & Estimate**

- a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.
- b. The City will provide review comments at the 60%, and 90% design phases.
- c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.
- d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the

- Standard Specifications for Public Works Construction (“Greenbook”).
- e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.
- f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

**Task 4. Bidding and Construction Support**

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
- b. Prepare project addenda.
- c. Attend the pre-construction meeting, job walk, and job-site meetings when requested by the City over the course of the construction schedule (assume 5 meetings).
- d. Provide responses to the Contractor’s RFIs about the plans and specifications when requested by the City.
- e. Provide responses and approvals to the Contractor’s submittals for materials and shop drawings when requested by the City.

**Task 5. Prepare Record Drawings (As-Built)**

- a. Prepare as-built drawings based on field red-lined as-built information provided by the City’s Construction Contractor.

**Submittal Format of documents prepared by the selected Design Consultant:**

- a. All submittals to City shall be made via electronic submittals.
- b. All submittal shall be in pdf format.

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

- A. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.

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

- A. Bi-weekly progress conference call updates

**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. Poonam Sharma, Principal in Charge

- B. Ali Jeevanjee, Senior Architect, Architect
- C. Aashna Singh, Project Designer
- D. Jagger Chen, Project Designer
- E. Lionel Garcia, C&G (Civil Engineer)
- F. Henry Abrari, Abrari (MEP Engineer)
- G. Shahram Farzan, Abrari (MEP Engineer)

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

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

**7.7 — Liquidated Damages:**

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

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

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

Architect	\$62,500
Structural Engineer	\$9,000
MEP Engineer	\$44,000
Civil Engineer	\$8,000
Survey	\$5,000
Sub-consultants Subtotal	\$66,000
Markup (15%)	\$9,900
Total	\$138,400

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

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

- A. Line items for all 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.

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

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

**EXHIBIT "C"-1**

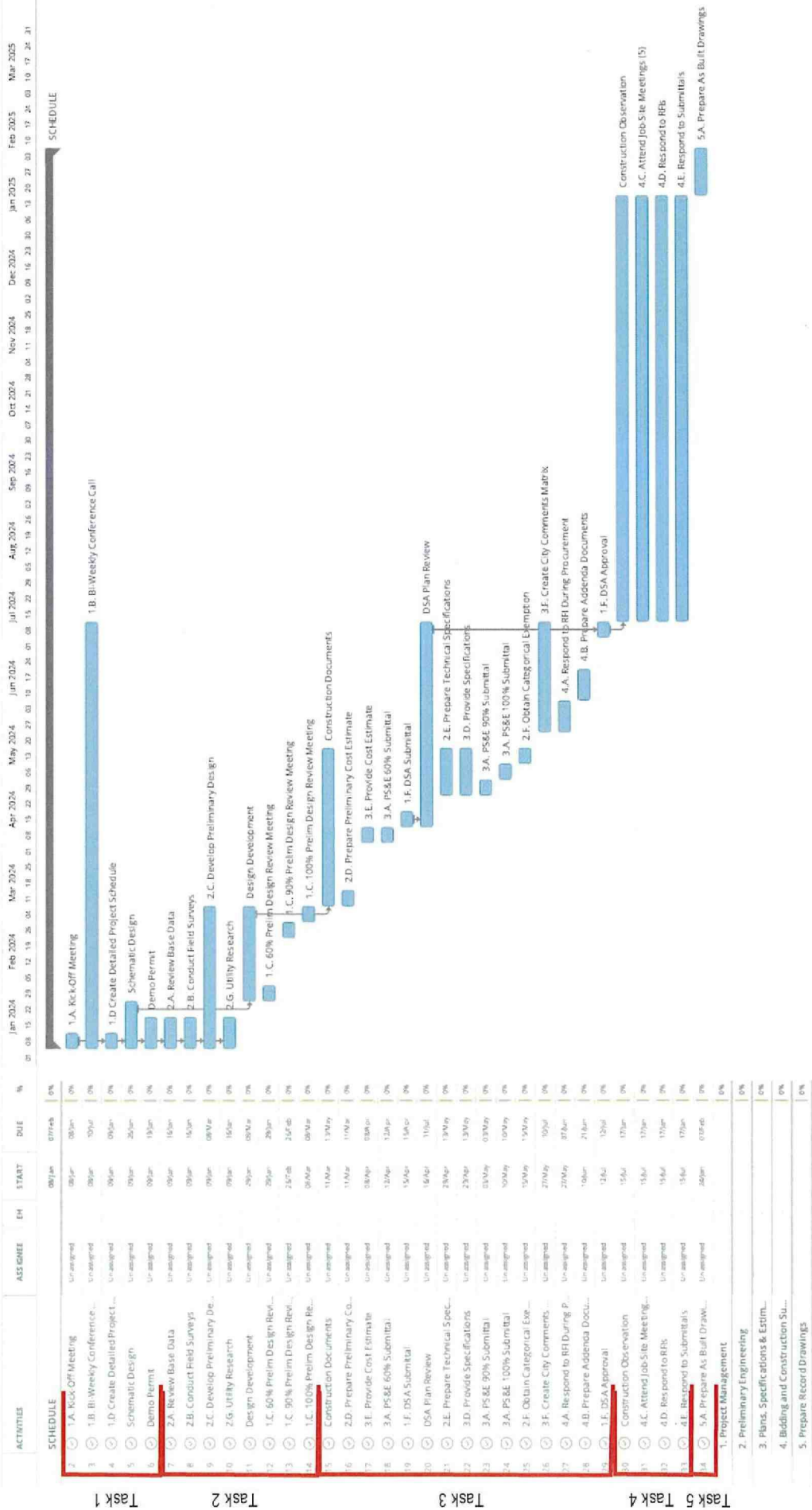
Hourly Rate Schedule	
Principal	\$225/hr
Designer II	\$145/hr
Designer I	\$115/hr
MEP Engineer Hourly Rate Schedule	
Principal	\$200/hr
Project Engineer	\$150/hr
Utility Coordinator	\$120/hr
CAD operator	\$75/hr
Clerical	\$65/hr
Structural Engineer Hourly Rate Schedule	
Pincipal-in-charge	\$200/hr
Senior project manager	\$150/hr
CAD Operator	\$75/hr
Clerical	\$65/hr

# EXHIBIT "D"

## SCHEDULE OF PERFORMANCE

LOC 2312\_TemplePark

01257.0006/936545.3



- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A. Final submittals shall be dwg (AutoCAD) for plans with wet signed mylars, specifications in MS Word, Estimates in Excel, and all other documents in pdf.
  
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**ATTACHMENT C**

LOC  
3203 E. 4<sup>th</sup> Street,  
Los Angeles, CA 90063  
213.537.0480  
www.loc-arch.com

**SUPPLEMENTAL SERVICES AUTHORIZATION**

March 02, 2026

City of South El Monte  
Rene Salas, City Manager  
1415 Santa Anita Avenue  
South El Monte, CA 91733

**2312.04 Structural and Civil Engineering**

Dear Rene,

As discussed with the City we are providing this proposal to perform the following additional services:

- Structural Engineering for DSA plancheck
- Civil Engineering for DSA plancheckp

We propose to provide these additional services for fixed fee of **Seventy Nine Thousand Eight Hundred Sixty-Seven Dollars and Fifty Cents (\$79,867.50)**

Miyamoto Intl.	\$49,200.00
KPFF	\$20,020.00
LOC, INC. mark-up (15%)	\$10,647.50
	<b>\$79,867.50</b>

If this is acceptable to the City of South El Monte and you would like us to proceed, please sign below and return to us.

Best Regards,



Ali Jeevanjee, Architect  
Principal, LOC, INC.

For [client]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

December 22, 2025

Ms. Poonam Sharma  
 LOC  
 3203 E. 4<sup>th</sup> St.  
 Los Angeles, CA 90013  
[poonam@loc-arch.com](mailto:poonam@loc-arch.com)

**Subject: Proposal for Structural Engineering Services related to  
 New Temple Park Community Center  
 South El Monte, CA  
 MI2502156.00**

Dear Ms. Sharma:

Miyamoto International, Inc. (“Miyamoto”) has reviewed the subject project and is pleased to submit the following proposal to LOC (“Client”) for professional services.

1. Scope of Work. Structural engineering services related to the proposed new Community Center in South El Monte, CA. Our understanding of the project is based on information you provided to us on December 11, 2025. The project is a 3,000sf community center which will be located on land owned by the Valle Linda School District. Therefore, even though it is not a school, the project is required to be reviewed by DSA.

Structural calculations and construction drawings for the building have been prepared by G&G Structures, however the drawings have not been accepted for plan check by DSA and G&G has stated they can no longer serve the project. You have requested that our firm replace G&G as SEOR for the project. We have therefore reviewed the structural drawings and calculations and can recommend changes in both design and presentation that will facilitate the plan check process and improve constructability. However, to effectively implement these changes, it is necessary for us to produce essentially new structural drawings and calculations.

2. Services. We will provide the following structural engineering services for the project:
  - a. Prepare structural calculations necessary for obtaining building permit
  - b. Prepare structural drawings
  - c. Prepare Revit model to Level of Detail (LOD) 300, as defined by AIA Document G202-2013
  - d. Review structural book specifications
  - e. Prepare structural sheet specifications
  - f. Respond to plan check comments (DSA)
  - g. Provide bidding support
  - h. Review structural shop drawings and submittals
  - i. Respond to requests for information during construction
  - j. Perform up to four (4) site visits during construction

Our services are for the scope described above only. They do not include the design of form work, shoring and other means and methods required for construction, or construction cost estimating. Our services do not include any inspections related to, or control over, or supervision of, construction means, methods, techniques, sequences, or safety procedures.

Miyamoto will perform its services consistent with the professional skill and care ordinarily provided by structural engineers practicing in the same or similar locality under the same or similar circumstances. No services such as architectural, geotechnical, civil, mechanical, electrical, or fire protection engineering are included, unless noted otherwise. If such services are required, licensed professionals qualified in these fields should be retained.

3. Compensation. The basic fee for the project will be **\$49,200.00** and will be billed monthly as services are provided.

In addition to the fee listed above, Miyamoto will bill you for any reimbursable expenses incurred by Miyamoto at a rate of 1.15 for traveling, lodging, and delivery services. Color photo prints will be billed at rate of \$0.60 per letter sheet. Plotting will be billed at \$0.60 cents per square foot for bond prints at a rate of 1.15. Printing and photocopies of submittals or work by others (e.g., specifications, shop drawing submittals) will be billed at a rate of \$0.75 per sheet, including letter, legal, and 11x17 sheets.

4. Hourly Rates For work resulting from a change in the project scope, including changes in size, quality, complexity, and schedule, Miyamoto will bill based on the following hourly billing rates: Principal \$325.00/hr; Associate Principal \$275.00/hr; Senior Associate \$240.00/hr; Associate Engineer \$220.00/hr; Associate Designer \$170.00/hr; Senior Project Engineer \$180.00/hr; Senior Designer \$160.00/hr; Project Engineer \$160.00/hr; Staff Engineer \$135.00/hr; and BIM Engineer / Designer \$130.00/hr; Administrative Assistant \$85.00/hr; and Intern \$85.00/hr. The rates are subject to change without notice. Unless noted otherwise, extra services include but are not limited to the following: remediation of hazardous materials; value engineering services after completion of the permit submittal package; preparing documents for alternate bids; preparing documents for multiple building permit packages; responding to owner-retained peer review comments; attending additional meetings beyond the scope of the structural system; designing and detailing repairs for defective construction; and preparing record drawings during or after construction.

5. Charge for Late Payments. Invoices which are not paid within 30 days of the due date will bear a service charge of 1.5% per month, compounded, with charges accrued from the due date.

6. Limitation of Liability. Miyamoto's liability to Client in the event of Miyamoto's negligence, errors, omissions, strict liability, or breach of contract, with respect to the project or this agreement, shall not exceed the amount of insurance available under the Miyamoto's errors and omissions policy or policies which cover such events. Client agrees that it will not bring a lawsuit or claim against individual employees, officers, or directors of Miyamoto, and that Client's sole remedies under this contract shall be against Miyamoto.

7. Use of Miyamoto Documents. The drawings, specifications, structural calculations, and other documents, including those in electronic form, produced by Miyamoto under this agreement are for use solely with respect to the Project. Miyamoto shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. Upon the execution of this agreement, Miyamoto grants to the Client a nonexclusive license to reproduce such Miyamoto documents for the purpose of constructing, maintaining or using the Project. Any termination of this agreement prior to completion of the Project, or any failure of Client to pay Miyamoto for Miyamoto's services, shall terminate this license. Client shall not use the Miyamoto documents for any future additions or alterations to the Project without written permission of Miyamoto. Any unauthorized use of Miyamoto documents shall be at Client's sole risk and without liability to Miyamoto.

8. Suspension; Termination.

a. Suspension. If the project is suspended by Client (or the owner of the Project) for more than 30 days, Client shall compensate Miyamoto for all services performed by Miyamoto prior to such suspension. When the project is resumed, Miyamoto shall be compensated for expenses incurred in the interruption and resumption of Miyamoto's services. Miyamoto's fees for the remaining services shall be equitably adjusted. If the suspension continues for more than 90 days, Miyamoto may terminate this agreement by not less than 7 days' notice.

b. Miyamoto's Right to Suspend Work upon Non-Payment. If any Miyamoto invoice is not paid within 60 days, Miyamoto shall have the right to suspend work on the project until payment on such invoice is received, and Miyamoto shall have no liability for any damage, cost, fine or penalty due to delay in the Project caused by such suspension.

c. Termination for Convenience. Client may, upon no less than 7 days' written notice, terminate this agreement for the convenience of the Client without cause.

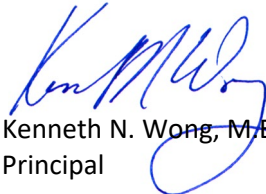
d. Terminate for Cause. Either party may terminate this agreement on not less than 7 days' written notice if the other party fails to perform its obligations under this agreement.

e. Payment upon Termination. In the event of a Termination for Convenience or other termination not the fault of Miyamoto, Client shall pay Miyamoto for all services performed prior to termination, plus expenses incurred in demobilizing, plus a termination fee equal to Miyamoto's anticipated but unrealized profit as of the date of termination.

If you agree to the above, please send a signed copy of this agreement to Miyamoto International, Inc., as notice to proceed.

We appreciate the opportunity to work with you. The conditions of this proposal shall be applicable for 90 days from the date of this proposal, after which Miyamoto reserves the right to review and/or negotiate them with the Client.

Best regards,  
Miyamoto International, Inc.

  
Kenneth N. Wong, M.Eng., S.E.  
Principal

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**I, the Client, agree to the above terms:**

<hr/>	
Signature	Date
<hr/>	
Name	Billing Contact Name
<hr/>	
Title	Billing Contact Email Address
<hr/>	
Client Purchase Order or Project Number	Billing Contact Phone Number
<hr/>	

KW/jg  
Runnoe C81887 / Wong S2870 / Yu S5854



March 2, 2026

Ms. Poonam Sharma  
Principal  
LOC Architects  
3203 East 4<sup>th</sup> Street  
Los Angeles, CA 90063

Re: Valle Lindo School District – New Temple Park Recreation Center  
Proposal for Civil Engineering Services  
KPFF Job #2600021

Dear Poonam:

We are pleased to submit this proposal for civil engineering services required for the above-referenced project. This proposal is based on the following:

1. E-mail correspondence between you and my colleague, Sharad Ganju P.E., from January 8, 2026 to February 25, 2026.
2. “New Temple Park Community CTR” construction documents and Division of the State Architect (DSA) Correction Letter #19-104 dated December 4, 2025.

**PROJECT DESCRIPTION**

We understand that the project is located at 1450 Lidcombe Avenue in the city of South El Monte, California and consists of the demolition and reconstruction of the existing community building. The parcel is 5.61 acres in the County of Los Angeles and the governing land development jurisdiction is the County of Los Angeles and DSA. Services consist of providing peer review, construction documents, permitting support, and Construction Administration support. We understand that approximately 40,000 square feet of the parcel is a part of the scope of work (please see Attachment D).

We understand that, with the reconstruction of the building, there will be a need for an analysis to create a new accessible path of travel [POT] from the existing accessible stalls to the building back and front entrance (please see Attachment D for proposed limits and POT).

Additionally, we understand the services consist of reviewing Construction Documents prepared by G&G Structures as part of our peer review.

## **SCOPE OF WORK**

We propose the following scope of services:

### **1) Peer Review.**

- a) KPFF will review current construction documents from the previous civil engineering consultant G&G Structure's Construction Documents.
- b) KPFF review will include checking current design plans for code compliance, while also identifying any design deficiencies.
- c) Peer review will be used as a base point for KPFF to develop construction documents.
- d) KPFF review will not include utility analysis of campus current utility infrastructure.
- e) KPFF review will be limited to the scope that is represented on G&G Structure Construction Documents.

### **2) POT Analysis.**

- a) KPFF will analyze the POT established by LOC Architects from the adjacent handicap parking stall to the proposed building.
- b) KPFF will provide one slope analysis of additional improvements needed that were not captured in the G&G Structures Construction Documents. This will be provided in PDF format.
- c) KPFF assumes that the existing handicap stalls are compliant.
- d) If any additional non-compliant areas are found from our POT analysis, they will be addressed in a separate proposal.

### **3) Construction Documents (CD) and Specifications.**

- a) Prepare the civil engineering plans for the CD phase.
  1. Title Sheet.
  2. Existing Conditions.
  3. Erosion Control Plan.
  4. Demolition Plan.
  5. Grading Plan.
  6. Utility Plan.
  7. Paving Plan including horizontal control.
  8. Civil Engineering Details.
- b) Prepare associated civil specifications.

- c) KPFJ will address current DSA comments provided in the December 4, 2025 document.
- d) Fire Department Approval. (As-Required)
  - 1. Assist the Architect in obtaining Fire approval.
  - 2. Architect will issue construction documentation for review and approval.
  - 3. KPFJ scope will be limited to showing limits of fire access route and complaint hydrants. LOC Architects will take the lead on determining fire access route.
  - 4. We have broken this out as a separate fee in the proposal section.

**4) Bid, Division of State Architects (DSA) Review and Approval.**

- 1. Review and address comments provided by the DSA. Up to three rounds of plan check with DSA are included in our scope of work.
- 2. Review and respond to Bid Requests for Information (RFIs).

**5) Construction Administration (CA).**

- a) Provide CA support during the construction phase of the project, which for the purposes of this proposal is anticipated to extend for a period of no more than 9 months. During this period, services will include:
  - 1. Review of civil engineering-related submittals.
  - 2. Responding to RFIs related to the civil engineering scope of work.
  - 3. Participation in construction meetings as required.
- b) Preparation of Punch List as required.
- c) Attend up to two site visits.

**PRELIMINARY PROJECT SCHEDULE**

We understand the estimated turnaround time for deliverables are as follows after receiving signed contract and proposal:

<b>Phase</b>	<b>Timeframe</b>
Peer Review	<b>Three Business Days</b>
Path of Travel Analysis	<b>One Business Day</b>
CD and Specifications	<b>Thirty Business Days</b>

## **ASSUMPTIONS**

We have made the following assumptions in the preparation of this proposal:

- 1) The site plan will be developed by LOC Architects and provided to our office in Autodesk® AutoCAD® format.
- 2) LOC Architects will provide the Fire Department Access Plan and obtain required fire department approvals of the site plan.
- 3) A complete, current, digital, detailed, ground-edited American Land Title Association (ALTA) and topographic survey will be provided for our use.
- 4) The design team will work together to address the local storm water regulations early in the project development phase. Due to the local mitigation requirements, a portion of the site may need to be allocated for infiltration or other storm water management features.
- 5) Compliance with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction and land disturbance activities requires the preparation of documents, including a Storm Water Pollution Prevention Plan (SWPPP), to be submitted to the State of California Water Resources Control Board (SWRCB) for most projects. We understand that the area of land disturbance is less than one acre and that a SWPPP will not be required. Accordingly, preparation of a SWPPP and the role of the Qualified SWPPP Developer (QSD) are not included in the scope of this proposal.
- 6) A Geotechnical report including recommendations for grading, paving, and storm water infiltration, will be provided for our use.
- 7) The municipal infrastructure utilities are sufficient to support the project. Existing utility capacity studies are not included in our basic services.
- 8) The project is not a multi-phased project. One set of construction documents will be prepared for permit and construction.
- 9) Design of retaining walls and miscellaneous site structures is excluded from our basic civil engineering services.
- 10) The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings and/or site surveys. If additional information is determined to be required during the design stage, we recommend that a separate company specializing in locating underground utilities and surveying be retained. The scope of this proposal does not include electronic or pothole utility investigation or survey.
- 11) There are no off-site improvements associated with this project.
- 12) There are no major utilities that will require relocation as a part of this project.
- 13) The detailed design of the abandoned or relocated utilities will be accomplished by power company, gas company, cable and telephone company, etc. KPFJ will assist the Architect in coordinating with these utility purveyors. Based upon our experience with similar projects, abandoning or relocating existing utilities can be a lengthy process. It is our understanding the Architect is aware of the risk to the schedule associated with the portions of work that are within the control of the utility purveyors.

- 14) The design of electrical, telecommunications, and gas line service laterals and the distribution network will be prepared by the Mechanical, Electrical, and Plumbing (MEP) engineer. KPFJ will assist in the horizontal and vertical alignments.
- 15) We understand that dry utility upgrades and connections at the time of this proposal are required and will be handled by the project MEP.
- 16) If traffic engineering services are required for the preparation of the off-site package, the owner/architect will retain a traffic engineer.
- 17) This is a traditional project delivery consisting of paper or electronic two-dimensional (2D) contract documents and specifications. This delivery includes the 2D contract document files in portable document format (PDF) or Autodesk® AutoCAD® (ACAD) format and the specifications in either Microsoft Word or PDF format. The project will be modeled in three dimensions (3D). The civil engineering plans will be developed using Civil 3D by Autodesk®.
- 18) From our initial review of the improved area in the “New Temple Park Community CTR” Construction Documents, we understand that County of Los Angeles “Low Impact Development (LID) Manual” and Local National Pollutant Discharge Elimination System (NPDES) for re-development projects of 5,000 square feet or addition of impervious area, stormwater mitigation requirements will be imposed. The replacement will be less than 5,000 square feet and will not trigger LID requirements.
- 19) LOC will contact the projects current surveyor to capture the accessible stall that needs to be reviewed and provide CAD files and PDFs for KPFJ to complete slope analysis.

**FEE**

We propose to accomplish the scope of work noted for the following fees:

1) <b><u>Peer Review</u></b> (lump sum):	<b>\$1,500</b>
2) <b><u>Path of Travel Analysis</u></b> (lump sum):	<b>\$1,520</b>
3) <b><u>Construction Documents and Specifications</u></b> (lump sum):	<b>\$8,000</b>
a. <b><u>Fire Access Plan</u></b> (lump sum-as needed):	<b>\$1,000</b>
4) <b><u>Bid, DSA Review and Approval</u></b> (hourly – not to exceed):	<b>\$5,000</b>
5) <b><u>Construction Administration</u></b> (hourly – not to exceed):	<b>\$4,000</b>
<b>TOTAL</b>	<b>\$20,020</b>

Please refer to Attachment A for our current hourly billing rates.

We propose to bill our lump sum fee services monthly based on a percentage completion basis and to bill our hourly fee services monthly based on actual hours worked.

The proposed fee is valid for a period of twelve months from the date of this proposal. After this period, the fee is subject to review and may be adjusted based on project conditions and schedule changes.

**REIMBURSABLE EXPENSES, PAYMENTS, TERMS, AND CONDITIONS**

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, rideshare and taxi services, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

Please note that we anticipate payment of invoices within 30 days of the invoice date. A monthly service charge of 1.5 percent of the unpaid balance (18 percent true annual rate) will be added to past due accounts. KPFF reserves the right to terminate the performance of the service without waiving any claims or right against the client and without liability whatsoever if payment is past due the 30-day period.

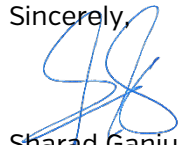
We propose that all other terms and conditions will be as provided in the Terms and Conditions document as shown in Attachment C.

Ms. Poonam Sharma, LOC Architects  
Valle Lindo School District – New Temple Park Recreation Center  
Proposal for Civil Engineering Services  
KPFJ Job #2600021  
March 2, 2026  
Page 7 of 13

**SUMMARY**

Thank you for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Sharad Ganju, P.E.  
Principal

Accepted By:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Attachments

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**Attachment A**

**KPFJ CONSULTING ENGINEERS  
LOS ANGELES CIVIL DIVISION  
HOURLY RATE SCHEDULE**

**2026**

PRINCIPAL-IN-CHARGE .....	\$310.00
SENIOR CIVIL ENGINEER.....	\$250.00
PROJECT MANAGER .....	\$230.00
PROJECT ENGINEER/PROJECT SURVEYOR.....	\$195.00
DESIGN ENGINEER/SURVEY ANALYST .....	\$180.00
CHIEF CAD OPERATOR.....	\$205.00
DRAFTER/CAD OPERATOR.....	\$180.00
PROJECT COORDINATOR.....	\$180.00
ADMINISTRATIVE SUPPORT .....	\$125.00

**FIELD SURVEY**

(Prevailing wage rates available upon request)

ONE-PERSON SURVEY CREW.....	\$210.00
TWO-PERSON SURVEY CREW.....	\$290.00
THREE-PERSON SURVEY CREW .....	\$335.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

**Attachment B**

**Civil Engineering Scope of Services**

**Valle Lindo School District – New Temple Park Recreation Center**

KPFF Consulting Engineers has expertise in the civil engineering services required for public and private site development projects of all sizes. Our project responsibilities often include siting and feasibility studies, master planning and environmental permitting as well as land use planning and permitting. KPFF offers a full range of design services including site layout plans, grading, drainage, storm water detention, utility improvements, and off-site street and infrastructure improvements. Shown below is our understanding of the scope of work which is required for this project. If this scope is to be modified, we will be glad to revise our fee proposal to reflect any such change.

This is an exhibit attached to and made part of Agreement dated February 27, 2026 between Valley Lindo School District – New Temple Park Recreation Center and KPFF Consulting Engineers (CER) and LOC Architects (Architect) for Center (Project)

The services of the Civil Engineer of Record (CER) for this proposal include those summarized below.

Scope of CER's Basic Services	Included	Not Included	Remarks
<b>2.4 CONSTRUCTION DOCUMENTS PHASE</b>			
2.4.1 a. Prepare Civil Design	✓		
b. Attend Meetings	✓		As required.
c. Assist in Coordination with Public Agencies as Required.	✓		
d. Complete Civil Drawings	✓		
1. Temporary Erosion and Sediment Control Plan	✓		As required.
2. Utility Plan for Water, Fire Protection, and Sanitary Sewer Extensions from Five Feet Outside of the Building to Proposed Point of Connection	✓		
3. Horizontal Control and Paving Plans	✓		
4. Grading and Drainage Plans Including Foundation Drainage, Roof Drain Connections, and Storm Water Treatment Facilities as Defined in the Previous Sections	✓		Foundation drainage will be provided based on Geotechnical Engineer's recommendations.
e. Prepare or Edit Specifications for Civil Sections	✓		
f. Prepare Final Hydrology Report	✓		As required.

Scope of CER's Basic Services	Included	Not Included	Remarks
g. Perform Services Related to the National Pollutant Discharge Elimination System (NPDES) Construction Permit Process:			See below.
1. Preparation of Storm Water Pollution Prevention Plan (SWPPP) Document and Preparation of Preliminary Project Registration Documents (PRD) for Filing by the Owner		✓	
2. Assist in the Filing of Permits for the Permanent or Temporary Discharge of Groundwater		✓	
h. Prepare Storm Water Management Plan/Low Impact Development (LID) Plan		✓	As required.
2.4.2 Revise Design Development Opinion of Probable Construction Costs		✓	
<b>2.5 BID AND APPROVAL PHASE</b>			
2.5.1 a. Assist in Filing Construction Documents for Approval by Public Official	✓		
b. Make Revisions to Construction Documents as Required by Public Official	✓		
2.5.2 a. Assist in Evaluating Bidders Qualifications	✓		
b. Provide Civil Addenda and Clarifications	✓		
c. Attend Pre-Bid Conference	✓		As required.
d. Assist in Bid Evaluation	✓		
<b>2.6 CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT</b>			
2.6.1 Attend Pre-Construction Meeting	✓		
2.6.2 Make Site Visits at Intervals Appropriate to the Stages of Construction and Prepare Site Visit Reports	✓		As required.
2.6.3 Assist in determining the Amounts Due the Contractor for the Civil Work/Evaluate Pay Requests	✓		
2.6.4 Provide Interpretations of Civil Construction Documents/Respond to Requests for Information	✓		
2.6.5 Provide Recommendations Regarding Claims, Disputes, and Other Matters Relating to Execution or Progress of the Civil Work	✓		
2.6.6 Assist in Determining Whether Non-Conforming Civil Work Shall be Rejected	✓		
2.6.7 Assist in Preparing Change Orders Relating to the Civil Work	✓		
2.6.8 Assist in Conducting Site Walk to Determine Substantial Completion of the Civil Work Surface Features	✓		
<b>3.4 OPTIONAL ADDITIONAL SERVICES</b>			
3.4.1 Provide Special Studies		✓	

Scope of CER's Basic Services	Included	Not Included	Remarks
3.4.2 Provide Land Surveys		✓	
3.4.3 Provide Design of Site Retaining Walls		✓	
3.4.4 Provide Fire Department Access Plan		✓	
3.4.5 Provide Services Relative to Future Facilities, Systems, and Equipment		✓	
3.4.6 Provide Service to Investigate Existing Conditions or Facilities, or to Make Measured Drawings Thereof		✓	
3.4.7 Provide Coordination of Construction Performed by Separate Contractors or by Owner's Forces		✓	
3.4.8 Provide Services Regarding Work of a Construction Manager or Separate Consultants Retained by Owner		✓	
3.4.9 Provide Detailed Estimates of Construction Cost		✓	
3.4.10 Prepare Record Drawings	✓		Record drawings will be based on red-lined drawings provided by owner or contractor.
3.4.11 Provide Services of Sub-Consultants		✓	
3.4.12 Provide Services Related to Off-Site Improvements		✓	
a. Storm Water Facilities		✓	
b. Road Widening		✓	
c. Bicycle Paths		✓	
d. Traffic Signals		✓	
e. Street Dedications		✓	
f. Street Lighting		✓	
g. Striping Plans		✓	
h. Sewer Improvements		✓	
i. Water Improvements		✓	
j. Miscellaneous		✓	
3.4.13 Traffic Studies		✓	
3.4.14 Franchise Utility Coordination – Includes Natural Gas Lines, Power and Communications Conduits, etc.		✓	
a. Assist the Owner in Coordinating the Abandonment and/or Relocation of Existing Franchise Utilities		✓	
b. Prepare a Combined Site Utility Plan. Please Note the Combined Plan will Show the Horizontal Alignment Only of the Franchise Utilities. Detailed Design of These Items Is to Be Accomplished by Others	✓		As Required

Scope of CER's Basic Services	Included	Not Included	Remarks
3.4.15 Underground Mechanical Systems Coordination – Includes Coordination of Chilled Water Lines, Steam Lines, Distilled Water, etc. Please Note that Coordination Includes Horizontal Alignment Only. Detailed Design of These Items Is to Be Accomplished by Others.		✓	
3.4.16 Design of Sewer Seepage Pits, Septic Tanks, or Leech Fields		✓	
3.4.17 Design of Water Wells		✓	
3.4.18 Prepare Demolition Documents	✓		For site features only.
3.4.19 Prepare Excavation Documents/Rough Grading Plans	✓		As required.
3.4.20 Prepare Studies of Alternative Site Plans		✓	
3.4.21 Flood, Plain, Wetland, or Environmental Work		✓	
3.4.22 Design of Lift Stations for Sanitary Sewer or Storm Drainage Systems		✓	
3.4.23 Design of Booster Pumps for Inadequate Water Pressure		✓	
3.4.24 Intensive Research and Testing to Determine Conditions of Existing Site Utilities (e.g., Potholing, Smoke Testing, Dye Testing, Pressure Testing, and Video Testing)		✓	
3.4.25 Assist the General Contractor with the Design and Permits Associated with Construction Site Dewatering		✓	
3.4.26 Design and Documentation Relative to Special Storm Water Detention and Treatment Systems Required to Obtain LEED Credits		✓	

**Attachment C**  
**TERMS AND CONDITIONS**

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

**1. ADDITIONAL SERVICES**

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

**2. LIMITATION OF LIABILITY**

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

**3. MEDIATION**

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

**4. SUSPENSION OF SERVICES**

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days' written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

**5. TERMINATION**

This Agreement may be terminated by either party with seven (7) days' written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

**6. OWNERSHIP OF DOCUMENTS**

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. So long as Client performs all of its obligations under this Agreement, including without limitation, payment of all sums owed to KPFF and its consultants, KPFF grants a revocable, royalty-free license to Client to use the Instruments of Service for the limited purpose of facilitating the design, construction, or maintenance of the Project. The Instruments of Service are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use or modifications to the Instruments of Service absent written approval by KPFF shall be at the sole risk of the Client and without liability to KPFF. Client shall indemnify, immediately defend, and hold KPFF harmless from and against any and all losses, claims, or damages arising out of or related to such subsequent use or modification, other than to the extent such losses arise out of the sole negligence or willful misconduct of KPFF.

**7. CONTRACT AND CONTRACT ADMINISTRATION**

KPFF's review of contractor's shop drawings shall be for the limited purpose of checking general conformance with the Contract Documents. KPFF expressly disclaims any responsibility for contractor or subcontractor construction means and methods and Client acknowledges contractor's ultimate responsibility for constructing the Project in conformance with the Contract Documents. KPFF's presence on the site is for the limited purpose of providing observation and does not include responsibility for supervision or direction of the actual work of the contractor, its employees, or agents, nor under any circumstances shall Consultant be responsible for the means and methods of construction, or site safety, which is solely within the purview of others.

**8. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third-party against KPFF or Client.

**9. NO ASSIGNMENTS**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**10. PAYMENTS**

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1.5 percent) for each one month of delinquency (or the maximum allowable by law, whichever is lower).

**11. WAIVER OF CONSEQUENTIAL DAMAGES**

To the fullest extent permitted by law, the Parties waive any entitlement to recovery of consequential damages for any act, error, or omission arising out of or related to this Agreement.

# Attachment D



## LEGEND



PROPOSED LIMITS  
OF WORK AND  
SLOPE ANALYSIS



PATH OF TRAVEL

FOR REFERENCE ONLY



**ATTACHMENT D**

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

**LOC, INC. dba LOC Architects**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF SOUTH EL MONTE AND  
LOC, INC. dba LOC Architects**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 14<sup>th</sup> day of November, 2023 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and LOC, INC. dba LOC Architects, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

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

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

### **1.2 Consultant’s Proposal.**

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

### **1.3 Compliance with Law.**

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

### **1.4 Licenses, Permits, Fees and Assessments.**

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

### **1.5 Familiarity with Work.**

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

### **1.6 Care of Work.**

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

**1.7 Further Responsibilities of Parties.**

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

**1.8 Additional Services.**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$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 Thirty Eight Thousand Four Hundred Dollars (\$138,400.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

## **2.2 Method of Compensation.**

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

## **2.3 Reimbursable Expenses.**

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

## **2.4 Invoices.**

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

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

## **2.5 Waiver.**

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

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence.**

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

#### **3.2 Schedule of Performance.**

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

#### **3.3 Force Majeure.**

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

#### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

### **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:



#### **4.4 Independent Consultant.**

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

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

#### **4.5 Prohibition Against Subcontracting or Assignment.**

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

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense

during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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

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

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

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

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

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

## **5.2 General Insurance Requirements.**

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

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or

liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## **6.2 Reports.**

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

## **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

## **6.4 Confidentiality and Release of Information.**

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

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

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

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

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

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

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

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

### **7.4 Waiver.**

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

### **7.5 Rights and Remedies are Cumulative.**

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

### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

**7.7 Liquidated Damages.**

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

**7.8 Termination Prior to Expiration of Term.**

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

**7.9 Termination for Default of Consultant.**

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

**7.10 Attorneys' Fees.**

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

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of City Officers and Employees.**

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

**8.2 Conflict of Interest.**

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

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

**8.3 Covenant Against Discrimination.**

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

#### **8.4 Unauthorized Aliens.**

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

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### **9.1 Notices.**

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

#### **9.2 Interpretation.**

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

#### **9.3 Counterparts.**

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

#### **9.4 Integration; Amendment.**

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

**9.5 Severability.**

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

**9.6 Warranty & Representation of Non-Collusion.**

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

Consultant's Authorized Initials     PS    

**9.7 Corporate Authority.**

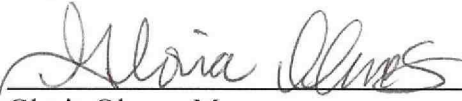
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**


CITY OF SOUTH EL MONTE, a municipal corporation

  
Gloria Olmos, Mayor

**ATTEST:**

  
Donna G. Schwartz, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

LOC, INC. dba LOC Architects, California corporation

By: See Attached  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

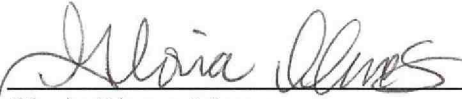
Address: 3203 E. 4<sup>th</sup> Street  
Los Angeles, CA 90063

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


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

**CITY:**

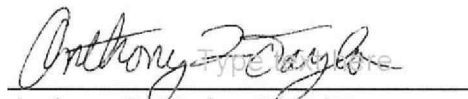
CITY OF SOUTH EL MONTE, a municipal corporation

  
Gloria Olmos, Mayor

**ATTEST:**


  
Donna G. Schwartz, City Clerk


**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

LOC, INC. dba LOC Architects, California corporation

By:   
Name: Poonam Sharma  
Title: Principal

By:   
Name: Ali Jeevanjee  
Title: Principal

Address: 3203 E. 4<sup>th</sup> Street  
Los Angeles, CA 90063

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## City Council Agenda Report

### Agenda Item No. 8.a.

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:** David De Vries, Director of Economic Development

**SUBJECT:** APPROVAL OF RESOLUTION NO. 26-025, AUTHORIZING THE FUNDING OF AN APPROXIMATELY 100-FOOT PYLON SIGN IN AN AMOUNT NOT TO EXCEED \$884,608 AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP LLC ESTABLISHING PAYMENT CONDITIONS FOR THE FUNDING OF THE PYLON SIGN FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE

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**SUMMARY:** The City of South El Monte (“City”) has identified the Santa Anita Avenue corridor as a priority area for economic revitalization. Proposed development at 1127-1223 Santa Anita Avenue (“Property”), which includes a new In-N-Out Burger and up to five additional tenant spaces, provides the City an opportunity to create a gateway to the City through development of a commercial pylon sign with the City’s name and logo located at the Property (“Project”). To facilitate this project and secure the City’s branding on the sign, the City Council selected a preferred design at its regular meeting of February 17, 2026. Staff is recommending that the City provide majority funding for the pylon sign in an amount not to exceed \$884,608 (“City Contribution”), which will be paid directly to the contractor that is awarded the bid for the pylon sign construction (“Contractor”) as reimbursement for the actual cost of the sign. To protect the public’s investment, staff also recommends that the City enter into an MOU with the property owner, Santa Anita Commercial Group, LLC (“Owner”), to establish the terms and conditions of the City Contribution.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Adopt Resolution No. 26-025, authorizing the funding of an approximately 100-foot pylon sign on Santa Anita Avenue in an amount not to exceed \$884,608 and approving a Memorandum of Understanding (“MOU”) between the City and Santa Anita Commercial Group, LLC securing branding rights and establishing payment conditions for the majority funding of the pylon sign for the property located at 1127-1223 Santa Anita Avenue (“Property”); and
2. Authorize the City Manager or designee to negotiate and execute the MOU.

**FISCAL/FINANCIAL IMPACT:** The City will provide payment directly to the sign Contractor (to be determined, in accordance with the City's established bidding procedures and applicable law) in an amount not to exceed of \$884,608.00 towards the cost of the Project to secure the City's branding rights on the pylon sign. The expected initial fiscal impact is \$884,608.00 on General Fund's reserves.

**DISCUSSION:** On February 17, 2026, the City Council selected a preferred pylon sign design for the proposed Project at the Property. At the meeting, it was requested that staff research revenue from similarly located electronic readerboard signs off of the freeway. While examples of City revenue from readerboards within 250 feet of the freeway were found, this pylon sign Project will be 750 feet from State Route 60 (the Pomona Freeway) at its closest distance and over 1,400 feet from the closest on-ramp. Readerboards in these locations generally are used for on-site commercial advertising or for advertising community functions and generally do not receive direct revenue from advertising. The marketability is based on trips along Santa Anita Ave, not State Route 60, which is about ten percent (10%) of the estimated daily trips. Revenue is possible, however, but at a lesser rate. As an example, the City of Alhambra advertises at 28 locations at transit shelters and receives approximately \$25,000 in revenue per year annually. Based on this example, staff estimates that revenue for a readerboard at the Property would be between \$10,000 and \$25,000 annually based on daily trips along Santa Anita Ave, dependent on whether a suitable advertising partner could be found.

In order to assist in the City's branding and marketing efforts, staff recommends the City Council memorialize the intention of the City and the Owner in a MOU for the City Contribution to the Project. The attached MOU is a working draft currently under review by the Owner. Upon receipt of the Owner's comment, a revised MOU incorporating such feedback will be made available to the public and presented to the City for further consideration before the City Council meeting on Tuesday, April 7, 2026 (**Attachment B**). The City Contribution towards the cost of Project shall not exceed \$884,608. The Owner's contribution towards the cost of the Project will be no less than \$250,000. The Owner agrees to develop, construct, operate, repair, and maintain the Project on the Property, including sign features with the City's name and logo. The City would agree to provide majority funding, based on the public purposes as stated in the MOU, provided that the Project's construction is in accordance with the design plans depicted in the Exhibit "B" in the draft MOU (**Attachment B**). The design plans depicted in Attachment B substantially conform with the design selected by City Council on February 17, 2026. The changes to the design from the preferred alternative selected by City Council on February 17, 2026, include a single-pole, instead of the screen spanning to the ground, for the lower 30 feet. The purpose of this change is to value engineer the cost from \$1,274,357 to \$1,134,608, which includes prevailing wages. This updated design reflects the side visible from Santa Anita Avenue and staff assumes the northwesterly facing side will be in substantial conformance with the southeasterly facing side.

As a result of the City branding its name and logo on the pylon sign, the City gains branding and marketing value. For a freeway-oriented pylon sign in the San Gabriel Valley (SGV), an anchor tenant should expect to pay a monthly fee ranging from \$1,200 to \$2,500 for "billboard real estate" excluding set up costs (estimated to be as much as \$10,000). Based on these estimates, the City is expected to receive a full return on its investment (break-even point) by 2050 or sooner. In addition, the City will split the revenue from on-site commercial signage on the pylon at a rate of 10 percent (10%) until

the City portion of the sign is fully reimbursed. The property ownership will also pay the electricity and maintenance costs, also known as Common Area Maintenance ("CAM"). This investment secures a permanent, high-visibility branding "gateway" of the City's name and logo on the proposed pylon sign that generates over 100 million freeway impressions annually, providing the City with a strategic media value that stimulates regional economic development and civic identity. The pylon sign will attract new businesses to the City, benefit nearby existing businesses, lead to increased tax revenues and job creation within the City, and enhance local quality of life for City residents through the provision of new dining and shopping options. While a recognized commercial logo or City name may be visible off of the freeway, an electronic readerboard brings more challenges for advertisers as it relates to legibility.

The City Attorney has reviewed the Resolution and the proposed MOU as to form. All construction activities must comply with State Prevailing Wage laws.

A public hearing notice regarding this item was published in the San Gabriel Valley Tribune on March 26, 2026 (**Attachment C**).

**ATTACHMENT(S):**

- A. Resolution No. 26-025
- B. DRAFT MOU Pylon Sign
- C. Public Notice Affidavit

## ATTACHMENT A

### RESOLUTION NO. 26-025

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE FUNDING OF AN APPROXIMATELY 100-FOOT PYLON SIGN IN AN AMOUNT NOT TO EXCEED \$884,608 AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SANTA ANITA COMMERCIAL GROUP, LLC ESTABLISHING PAYMENT CONDITIONS FOR THE MAJORITY FUNDING OF THE PYLON SIGN FOR THE PROPERTY LOCATED AT 1127-1223 SANTA ANITA AVENUE

**WHEREAS**, the City of South El Monte (“City”) has identified the Santa Anita Ave corridor as a priority area for economic revitalization; and

**WHEREAS**, proposed development at 1127-1223 Santa Anita Avenue (“Property”), which includes an In-N-Out Burger restaurant and up to five additional tenant spaces, provides the City an opportunity to create a gateway to the City through development of a commercial pylon sign with the City’s name and logo located at the Property; and

**WHEREAS**, Santa Anita Commercial Group, LLC, the owner of Property (“Owner”), desires to develop, construct, operate, repair, and maintain on the Property an approximately 100-foot new pylon sign with the City’s name and logo (“Project”); and

**WHEREAS**, on February 17, 2026, the City Council selected a preferred design of the pylon sign at the Property (“Design”); and

**WHEREAS**, Owner, who has agreed to contribute no less than Two Hundred Fifty Thousand Dollars (\$250,000) to Project construction costs, is requesting majority funding from the City to cover payment to the designated sign contractor that is awarded the bid for the pylon sign construction (“Contractor”) for actual Project construction costs, in an amount not to exceed Eight Hundred Eighty-Four Thousand Six Hundred Eight Dollars (\$884,608); and

**WHEREAS**, the Project will support signage for new commercial tenants along Santa Anita Avenue, thereby facilitating economic development that will attract new business to the area, benefit nearby existing businesses, lead to increased tax revenues and job creation within the City, and enhance local quality of life for City residents through the provision of new dining and shopping options; and

**WHEREAS**, the Project will prominently display the City’s name and logo, generating branding and marketing value for the City, encouraging residents to patron City businesses, and securing a permanent, high-visibility branding gateway of the City’s name and logo that will provide the City with strategic media value that stimulates regional economic development and civic identity; and

**WHEREAS**, the City and the Owner desire to memorialize the intention of the Parties in a Memorandum of Understanding (“MOU”) wherein the City will contribute majority funding to the Project by issuing payments for actual Project construction costs in an amount not to exceed

Eight Hundred Eighty-Four Thousand Six Hundred Eight Dollars (\$884,608), pursuant to the terms and conditions set forth in the MOU (“City Contribution”).

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

**Section 1.** The recitals set forth above are true and correct and are incorporated herein by reference.

**Section 2.** The City Council finds the design of the Project to be constructed will be in accordance with the proposed MOU and substantially conforms to the Design approved by the City Council on February 17, 2026, including that the design elements on both sides of the Project will be substantially the same.

**Section 3.** The City Council hereby authorizes the City Contribution for the Project. The Finance Director is directed to issue payment in said amount directly to Contractor per the schedule and payment terms outlined in the proposed MOU.

**Section 4.** The City Council determines the Project to be a “Public Work” under California Labor Code Section 1720, and all construction activities funded by this Resolution shall comply with state prevailing wage requirements.

**Section 5.** The City Council hereby authorizes the City Manager to execute the proposed MOU, in substantially the form attached hereto, and as approved as to form by the City Attorney’s office.

**Section 6.** The City Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

**Section 7.** This Resolution shall take effect immediately upon its adoption.

**Section 8.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 7th day of April, 2026.

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

ATTEST:

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

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

I, Adrian Garcia, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 26-025, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 7th day of April 2026, and that said Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Adrian Garcia, MMC, City Clerk

## ATTACHMENT B

### MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SOUTH EL MONTE AND SANTA ANITA COMMERCIAL GROUP, LLC

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ (“Effective Date”), by and between the CITY OF SOUTH EL MONTE, a California municipal corporation (“City”), and SANTA ANITA COMMERCIAL GROUP, LLC, a California limited liability company (“Owner”). City and Owner may be referred to herein individually as a “Party” and collectively, as the “Parties.”

#### RECITALS

WHEREAS, Owner is the owner of that certain portion of real property located at 1127 Santa Anita Avenue in the City of South El Monte, as more specifically described in the Legal Description and Site Plan attached hereto and incorporated herein as **Exhibit “A”** (the “Site”); and

WHEREAS, Owner desires to develop, construct, operate, repair, and maintain on the Site an approximately 110-foot new pylon sign with the City’s name and logo, as more particularly described in the Design Plans attached hereto and incorporated herein as **Exhibit “B”** (the “Project”); and

WHEREAS, the Project will support signage for new commercial tenants along Santa Anita Avenue, thereby facilitating economic development that will attract new business to the area, benefit nearby existing business, lead to increased tax revenues and job creation within the City, and enhance local quality of life for City residents through the provision of new dining and shopping options; and

WHEREAS, the Project will prominently display the City’s name and logo, generating branding and marketing value for the City, encouraging residents to patron City businesses, and securing a permanent, high-visibility branding gateway of the City’s name and logo that will provide the City with strategic media value that stimulates regional economic development and civic identity; and

WHEREAS, to support the aforementioned public purposes, the City desires to contribute funding to the Project by issuing payments for actual Project construction costs in an amount not to exceed Eight Hundred Eighty Four Thousand Six Hundred Eight Dollars (\$884,608.00), pursuant to the terms and conditions set forth herein; and

WHEREAS, the execution of this MOU was approved by the South El Monte City Council at its Regular Meeting of April 7, 2026.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

## ATTACHMENT B

1. **Recitals.** The Recitals above, and the terms defined therein, are true and correct and incorporated into the body of the MOU by this reference.

2. **Term.** Unless earlier terminated as provided in this MOU, this MOU shall commence on the Effective Date and remain in full force and effect until the date that is forty (40) years after the Effective Date (the "Term").

3. **City Contribution to Project Costs.** City hereby agrees to contribute funding to the Project by issuing payments for actual Project construction costs in an amount not to exceed Eight Hundred Eighty Four Thousand Six Hundred Eight Dollars and Zero Cents (\$884,608.00), in accordance with the provisions of this Section, below. Owner will contribute no less than Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) to Project construction costs.

- a. Invoices. Owner shall furnish to City all original invoices received by Owner from its contractors or subcontractors for work actually performed and costs and expenses actually incurred to construct the Project within seven (7) days of Owner's receipt of any such invoice.
- b. City Review of Invoices. City shall independently review each invoice submitted by Owner to determine whether the work performed and expenses incurred are in compliance with the provisions of this MOU and applicable laws including prevailing wages. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Owner for correction and resubmission.
- c. Payment of Invoices. Except as to any disputed charges, City shall use commercially reasonable efforts to cause such invoices to be paid directly to the issuing contractor or subcontractor within forty-five (45) days of City's receipt of each correct and undisputed invoice. Review and payment by City of any invoice provided by Owner shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4. **City Permits and Approvals.** The benefits and obligations set forth in this MOU are contingent on Owner obtaining all required permits and approvals from the City, including but not limited to sign permits and building permits. The City will not unreasonably withhold or unreasonably condition any such permit, provided that Owner complies with all required fees and criteria generally required for processing such permits.

5. **Design of Project.** The Parties agree and acknowledge that as a material bargaining aspect of this MOU, the Project must at all times strictly conform to the Design Plans depicted in **Exhibit "B"**, including without limitation the installation and maintenance of design elements prominently displaying the City's name and logo.

6. **Timing of Project Development.** Owner shall commence and complete construction of the Project in accordance with the milestone dates set forth in the Schedule of Performance attached hereto and incorporated herein as **Exhibit “C”**.

7. **Shared Revenue from Sign Panels.** Owner shall charge for use of the sign panels on the Project to display signage advertising business names and logos and shall share ten percent (10%) of the revenues collected from such charges with City. Owner shall pay to City its portion of the revenue share annually on each anniversary of the Effective Date for the duration of the Term of this MOU.

8. **Maintenance.** Owner agrees to be responsible for the necessary maintenance and repair of the Project and Site at its sole cost and expense, including but not limited to the obligations listed below:

- a. Good Repair. Owner shall maintain all signs, walls, displays, lighting, poles, concrete, access roads, and landscaping in good repair and free of graffiti, rubbish, debris, and other hazards in accordance with all applicable laws, rules, resolutions, and regulations of all federal, state, and local bodies.
- b. No Public Access. Owner shall ensure that all access to the Project on the Site is kept restricted from the general public to the extent permitted under federal, state, and local laws.
- c. Graffiti, Trash, and Debris Removal. Owner shall adequately and completely remove all trash and debris deposited on the Project or Site and remove or paint over all graffiti within twenty-four (24) hours of notice to Owner of the accumulation of such trash or debris or graffiti being affixed on the Project or the Site.
- d. Lighting. Lighting features on the Project shall be illuminated from dusk to dawn, 365 days per year. Owner shall repair and restore any flickering, dimming, burnt out, or otherwise damaged lighting within seventy-two (72) hours of notice to Owner of such damaged lighting on the Project or Site.
- e. 24-Hour Maintenance. Owner will employ a maintenance service to be available twenty-four (24) hours a day that may be contacted in the event that the Project becomes dilapidated or damaged, and will provide the maintenance service's phone number to the City.

9. **Compliance with Applicable Laws.** Owner shall ensure the Project is completed and operates in conformity with all applicable federal, state, and local laws and regulations, including, without limitation, all applicable labor and employment laws, procurement of required permits and approvals, all obligations with regard to the payment of prevailing wages, environmental protection, tax, and hazardous materials. If Owner's, or any contractor's or subcontractor's, failure to comply with applicable laws, ordinances, codes, or regulations results

## ATTACHMENT B

in a claim for damage or liability to City, Owner shall be responsible for defending, indemnifying, and holding the City harmless as provided in this MOU. This Section shall survive termination or expiration of this MOU.

- a. Public Work; Prevailing Wage. As contemplated under this MOU, the Project is to be paid for in whole or in part out of public funds and is therefore a “public work” pursuant to Labor Code section 1720. In accordance with this Section, Owner shall ensure the Project complies with all applicable provisions of Labor Code sections 1720-1861, including but not limited to the payment of prevailing wages pursuant to Labor Code section 1771, the keeping of certified payroll records pursuant to Labor Code section 1776, and notification to the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1773.3.
  - i. Pursuant to California Labor Code section 1773.2, copies of prevailing rate of per diem wages are on file at the City’s Public Works Department and are available for inspection to any interested party upon request. Owner shall also keep copies of the prevailing rate of per diem wages on file at its principal office and cause a copy of the prevailing rate of per diem wages determination to be posted at the Site and make copies available to any interested party upon request.
- b. Regulation by Other Public Agencies. The Parties acknowledge and agree that other public agencies not subject to control by the City, including without limitation the DIR, may possess authority to regulate aspects of the Project as contemplated herein, and this MOU does not limit the authority of such other public agencies.

10. **Bidding Procedure.** City shall administer and manage the bidding procedure for the Project pursuant to City’s standard bidding policies and procedures and applicable laws. Owner shall reasonably cooperate with City as necessary to facilitate such bidding procedures. Without limiting the generality of the foregoing, the bidding procedure and contract award for the Project shall also conform to the following requirements:

- a. Owner shall not issue an award to any contractor or execute any construction contract for the Project prior to receiving the prior written consent of City. Owner shall provide a copy of the proposed construction contract for the Project to City for review and approval prior to execution. Owner shall provide City with final executed copies of the City-approved construction contract for the Project.
- b. Any contractor who prepared proposed design plans or specifications for the Project shall be disqualified from selection as a contractor or subcontractor for the Project’s construction.

## ATTACHMENT B

- c. Owner and its affiliates, assignees, or partners shall not financially benefit, either directly or indirectly, from any contract awarded for the Project, including but not limited to any revenues, shares, in kind trade, or rebates.

11. **Indemnity.** Owner agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, fines, 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 any way related to this MOU, including but not limited to claims arising out of or related to the performance of the work, operations, or activities provided herein of Owner, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Owner is legally liable (“Indemnitors”), or the performance of or failure to perform any term, provision, covenant or condition of this MOU, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. Owner acknowledges that City would not enter into this MOU in the absence of Owner’s commitment to indemnify, defend, and protect City and the Indemnified Parties as set forth herein. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City and the Indemnified Parties with the fullest protection possible under the law. The indemnity obligation shall be binding on successors and assigns of Owner and shall survive termination or expiration of this MOU.

12. **Insurance.** Owner shall procure and maintain throughout the Term at Owner’s sole cost and expense, but for the mutual benefit of Owner and City, policies of insurance conforming to the requirements set forth below, and shall provide evidence reasonably acceptable to City of Owner’s compliance with such requirements. Owner acknowledges that the insurance coverage and policy limits required by this Section constitute the minimum amount of coverage required. Any insurance proceeds available to Owner in excess of the limits and coverage identified in this MOU and which is applicable to a given loss, claim, or demand, will be equally available to City.

- a. Required Insurance. Owner shall provide the following types and amounts of insurance:
  - i. Commercial General Liability Insurance. Comprehensive broad form general liability insurance against claims and liabilities for bodily injury, death, or property arising out of or in connection with Owner’s activities on the Site under this MOU and for claims and liabilities covered by the indemnification provisions of this MOU. Such insurance shall name the City as an additional insured and shall provide protection of at least Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, at least Four Million Dollars (\$4,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage.

- ii. Workers' Compensation and Employer's Liability. Statutory workers' compensation limits as required by the State of California, and employer's liability limits of not less than One Million Dollars (\$1,000,000) per accident, disease, or employee. Coverage shall include a waiver of subrogation endorsement in favor of the City and its officers, officials, employees, consultants, and volunteers.
- b. Contractor and Subcontractor Insurance. Owner shall also provide evidence reasonably acceptable to City that any contractors or subcontractors with whom Owner has contracted with for the performance of any work for which Owner is responsible under this MOU maintains the same coverage required of Owner under this MOU and names City as an additional insured on its insurance policies.
- c. Insurance Policy Form, Carrier Rating, Sufficiency, Proof of Compliance. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language to the effect that (i) Owner and the insurer waives the right of subrogation against the City and against the City's agents and representatives; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Owner under this MOU; and (iii) the policies include actual endorsements (CG 20 10 and CG 20 37 or equivalent) listing City as an additional insured. Owner shall provide City with certificates of insurance evidencing such coverage within thirty (30) days of the Effective Date and upon each policy renewal.
- d. Failure to Maintain Coverage. In the event any policy of insurance required by Owner and its contractors or subcontractors under this MOU does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Owner. The City may view such failure to maintain insurance to be a default hereunder.
- e. Special Risk or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, in its sole and absolute discretion. Any amendment to the insurance requirements of this Section shall be memorialized and approved in the form of a written amendment to this MOU, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

13. **Damage or Destruction.** In the event of a material casualty to the Project that causes partial or total destruction of the Project or otherwise renders the use or operation thereof

## ATTACHMENT B

unfeasible, and sufficient insurance proceeds are not available to Owner, Owner shall not have any obligation to rebuild the Project or any portion thereof. Any available insurance proceeds shall be payable to City. Notwithstanding the foregoing, in the event there is made available to the Parties insurance proceeds that cover eighty percent (80%) or more of the cost of repairing damage to the Project caused by such material casualty, such insurance proceeds shall be utilized to cause the Project to be rebuilt or repaired promptly to the condition existing immediately prior to such damages, with this MOU to continue in full force and effect.

14. **Assignment.** Owner shall have the right to sell, transfer or assign the Site, or the Project, in whole or in part to any person, partnership, joint venture, firm or corporation with consent of the City, which consent shall not be unreasonably withheld. Any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this MOU with respect to the property transferred and provide that:

- a. No event of Default by Owner under this MOU, beyond any applicable notice and cure period, is then in effect, and
- b. Concurrently with the closing of such approved sale, transfer, or assignment, Owner shall provide the City with an assignment and assumption agreement executed by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes the duties and obligations of Owner under this MOU to the extent of such transfer or assignment.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this MOU and any such assignment shall be void. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the assignment and assumption agreement required by this Section, the burdens of this MOU shall be binding upon such purchaser, transferee, or assignee, but the benefits of this MOU shall not inure to such purchaser, transferee, or assignee until such assignment and assumption agreement is executed. Owner shall provide information as the City may reasonably request with respect to such transactions. Concurrent with the execution and delivery of this MOU, the Parties shall execute a notice of this MOU in recordable form setting forth the names of the Parties, the Term of the MOU, and the description of the Premises to provide notice of City's rights under this MOU during the Term. Owner shall submit such notice of this MOU to be recorded in the Official Records of Los Angeles County not more than thirty (30) business days after all Parties have executed and delivered this MOU and shall provide to City proof of such recordation to the reasonable satisfaction of City.

15. **Default, Remedies, and Termination.**

- a. Notice of Default and Opportunity to Cure. The failure of either Party to perform any obligation or duty under this MOU within the time required by this MOU shall constitute a material default. The Party not in default ("Complaining Party") shall

provide written notice to the Party in default (“Defaulting Party”), specifying the nature of the default and the manner in which the default may be cured (“Notice of Default”). The Defaulting Party shall have thirty (30) calendar days from its receipt of a Notice of Default to cure such default. If the default cannot reasonably be cured within said thirty (30) day period, the Defaulting Party must provide written notice to the Complaining Party of its inability to cure the default within such time no later than ten (10) calendar days after its receipt of the Notice of Default and diligently prosecute the cure to completion at the earliest practical date, but in no event later than sixty (60) calendar days after receipt of the first Notice of Default. Notwithstanding the foregoing, Owner shall remove all graffiti, trash, and debris from the Site and Project within twenty-four (24) hours and shall repair all damaged lighting on the Site or Project within seventy-two (72) hours, in accordance with Section 8 of this MOU, above.

- b. Default by Owner and City Remedies. In the event of a material default by Owner that is not cured within the time limits specified in this Section, above, City may, at its election, undertake any of the following courses of action at any time thereafter and without limiting its right to exercise any other right or remedy at law or in equity:
  - i. Immediately terminate this MOU; and/or
  - ii. Recover from Owner all damages incurred by City by reason of Owner’s default and any other amount necessary to compensate City for all the detriment proximately caused by Owner’s failure to perform its obligations under this MOU as may be permitted by applicable State law.
- c. Default by City and Owner Remedies. In the event of any default or breach by City that is not cured within the time limits specified in this Section, Owner’s remedies shall be strictly limited to specific performance of this MOU. The Parties acknowledge and agree that City would not have entered into this MOU if it were to be liable to Owner for any additional monetary damages, monetary recovery, or any remedy other than specific performance, including but not limited to Owner’s early termination of this MOU. The Parties acknowledge and agree that a material bargaining aspect of this MOU is Owner’s fulfillment of its obligations under this MOU for the entire duration of the Term. Accordingly, the Parties agree that Owner’s sole and exclusive rights and remedies upon the breach of this MOU by City is specific performance of this MOU.
- d. Termination for Failure to Stimulate Economic Development. Notwithstanding the foregoing, if at any time on or after the 10<sup>th</sup> anniversary of the Effective Date of this MOU, City determines, in its sole and absolute discretion, that the Project has not resulted in the anticipated economic development and public benefits such that the City has not recuperated its funding contribution through increased sales tax revenues from businesses located along the Santa Anita Avenue corridor, the City

may, upon issuing written notice to Owner of such determination and reasonable evidence in support thereof, cause Owner to reimburse City for that portion of the City's funding contribution that has not been recuperated through increased sales tax revenues to City. Owner shall issue payment to City for such amounts due pursuant to this Section within ninety (90) days of receipt of such written notice from City. In lieu of Owner reimbursing City for that portion of the City's funding contribution that has not been recuperated by City as described in this Section, the Parties may mutually agree in writing to extend the Term of this MOU by five (5) additional years.

16. **Miscellaneous Provisions.**

a. Binding Effect. The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Owner represents that as of the Effective Date hereof, it is the sole owner of the Site and it has the authority to enter into this MOU and that, once authorized and in effect, this MOU is a binding valid obligation of Owner. City represents that as of the Effective Date hereof, it has the authority to enter into this MOU and that, once authorized and in effect, this MOU is a binding valid obligation of City.

b. Time. Time is of the essence of this Lease and each and every provision hereof.

c. Costs of Suit.

i. If Owner or City shall bring any action for any relief against the other, declaratory or otherwise, arising out of this MOU, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words "reasonable attorneys' fees" mean and include, in the case of either Party, expenses incurred by lawyers working for or employed by such Party (allocated on an hourly basis, calculated in one-tenth of an hour increments) to the extent they provide legal services to such Party in connection with the representation of that Party in any such matter.

ii. Should City without fault on City's part, be made a party to any litigation instituted by Owner or by any third party against Owner or by or against any person holding under or using the Site by licensee of Owner, or for the foreclosure of any lien for labor or material furnished to or for Owner or any such other person or otherwise arising out of or resulting from any act or transaction of Owner or of any such person. Owner covenants to save and hold City harmless from any judgment rendered against City or the Site or any part thereof and all costs and expenses, including reasonable attorney's fees incurred by City in or in connection with such litigation.

ATTACHMENT B

iii. This Section regarding costs of suit shall survive the termination of this MOU.

d. Severability. If any term, condition, or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

e. Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by City of any performance by Owner after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing.

f. Interpretation; Headings. In the event of a dispute between the Parties hereto over the meaning of this MOU, both Parties shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply. The headings in this MOU are inserted for convenience purposes only and shall not affect the interpretation of this MOU.

g. Governing Law; Venue. This MOU shall be governed in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained in Los Angeles County.

h. Amendment. No change, amendment, alteration, or revision of this MOU shall be valid unless evidenced by a written agreement approved and executed by the Parties.

i. Successors and Assigns. This MOU shall be binding on the successors and assigns of the Parties.

j. Third-Party Beneficiaries. Nothing in this MOU shall be deemed to confer any rights upon, nor obligate either of the Parties to this MOU to any person or entity that is not a party to this MOU, and the Parties explicitly disclaim any intent to create a third-party beneficiary relationship with any person or entity as a result of this MOU.

k. Non-Liability of City Officials. No member, official, officer, employee, agent, representative, volunteer, consultant, or contractor of City shall be personally liable to Owner, or any successor in interest of Owner, in the event of any default or breach by City or for any amount which may become due to Owner or to its successor, or on any obligations under the terms of this MOU.

l. Police Power. This MOU shall be construed to reserve to City all of its police power and authority which cannot be lawfully restricted by contract.

m. Relationship of the Parties. Nothing contained in this MOU shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the

ATTACHMENT B

Parties hereto or cause the City to be responsible in any way for the debts or obligations of Owner or any other third-party.

n. Signature Authority. The individuals signing this MOU on behalf of each Party each represent and warrant that they have been properly authorized to enter into this MOU and that they have the legal power, right, and actual authority to bind the Parties to the terms and conditions hereof.

o. Entire Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this MOU and this MOU 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 MOU.

p. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this MOU shall be sufficient to bind the Parties.

q. Notices. All notices and other communications given pursuant to this MOU shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or three (3) days after mailing, if mailed by first class mail. For purposes of notice, the address of the Parties shall be as follows:

City: City of South El Monte, Attn: City Manager, 1415 Santa Anita Avenue, South El Monte, CA 91733

Copy to: Olivarez Madruga Law Organization, LLP, Attn: Susie Altamirano, 500 S. Grand Avenue, Floor 12, Los Angeles, CA 90071

Owner: Santa Anita Commercial Group, LLC, 1990 Santa Anita Avenue, South El Monte, CA 91733

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT B

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date, above.

**“Owner”:**

SANTA ANITA COMMERCIAL GROUP, LLC, a California limited liability company

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

Title: \_\_\_\_\_

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

**“City”:**

CITY OF SOUTH EL MONTE

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

Rene Salas, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Susie Altamirano, City Attorney

ATTEST:

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

Exhibit "A"

Legal Description To Be Determined

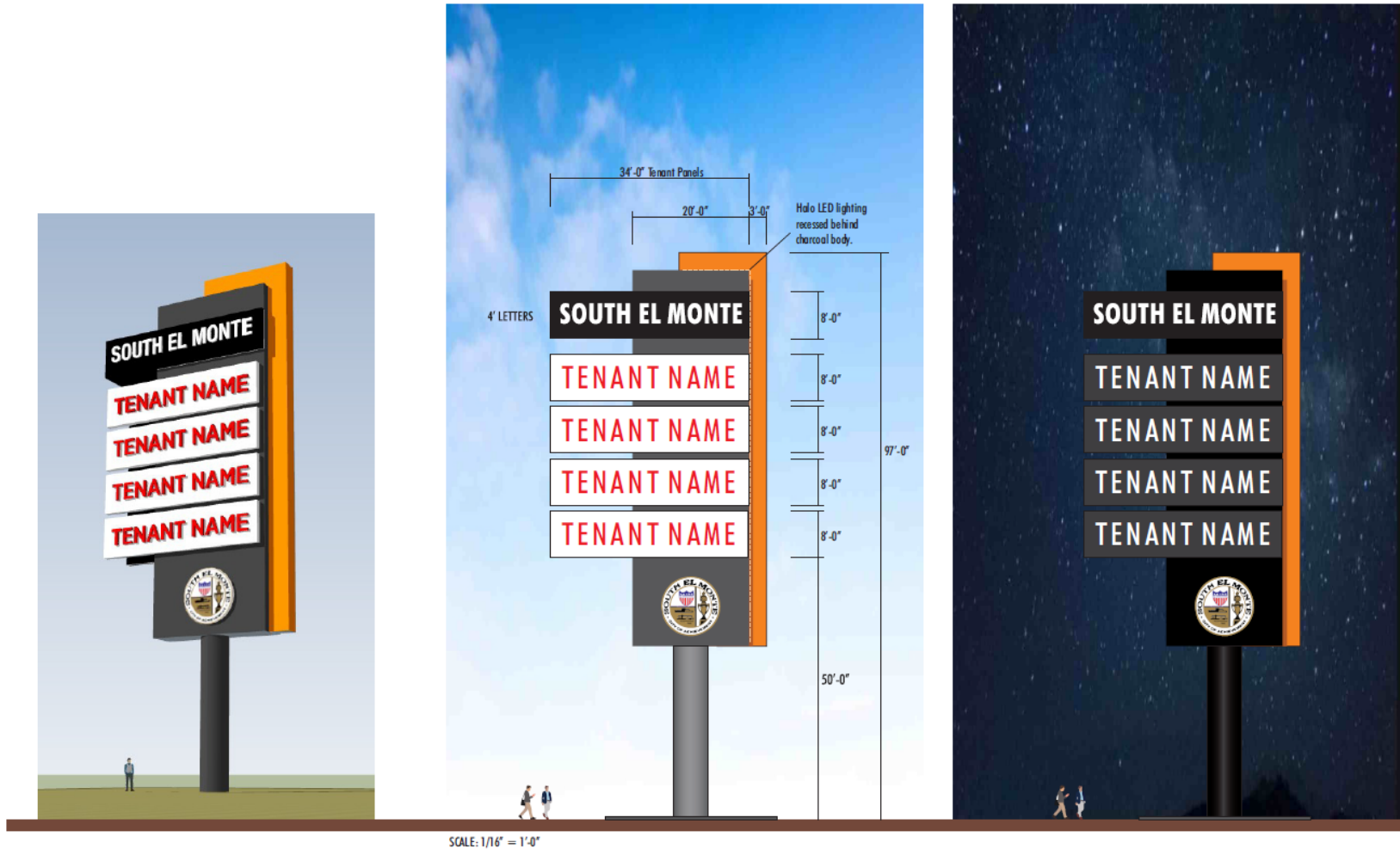
Site Plan



Exhibit "B"

[Design Plans]

Design Option 03-11-26 A.1



SCALE: 1/16" = 1'-0"



Santa Anita Commercial Group, LLC  
South El Monte Freeway Pylon

This is an original unpublished drawing created by AD/S Inc. It is submitted for your personal use in conjunction with a project being planned for you by AD/S Inc. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion without written permission from AD/S Inc.

160 RAILROAD STREET CORONA, CA 92682  
470 WYNN ROAD # 600 LAS VEGAS, NV 89118



**Exhibit "C"**

**Schedule of Performance To Be Determined**

DRAFT

# ATTACHMENT C

**SAN GABRIEL VALLEY TRIBUNE**  
**Local. News. Matters.**  
sgvtribune.com

181 W. Huntington Dr. Suite #209  
Monrovia, California 91016  
(626) 544-0885  
ealmeida@scng.com

City of South El Monte  
1415 Santa Anita Avenue  
South El Monte, California 91733

*Account Number:* 5007855  
*Ad Order Number:* 0011785179  
*Customer's Reference/PO Number:*  
*Publication:* San Gabriel Valley Tribune  
*Publication Dates:* 03/26/2026  
*Total Amount:* \$1102.34  
*Payment Amount:* \$0.00  
*Amount Due:* \$1102.34  
*Notice ID:* goeo31z41EvawMldzdUn  
*Invoice Text:*

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that, pursuant to California Government Code Section 53083 (AB 562), the City Council of the City of South El Monte will hold a public hearing on Tuesday, April 7, 2026 at 6:00 p.m., or as soon thereafter as the matter can be heard, in the City Council Chambers located at 1415 Santa Anita Avenue, South El Monte, California 91733 to consider an economic development subsidy to be provided by the City of South El Monte ("City") to Santa Anita Commercial Group, LLC ("SAG"). The City desires to assist in the economic development of the City's Santa Anita Avenue corridor by entering into a Memorandum of Understanding ("MOU") for the construction of an approximately 100-foot pylon sign with the City's name and logo located at 1223 Santa Anita Avenue that will support signage for new commercial tenants along Santa Anita Avenue ("Pylon Sign"). The City has the ability to implement the provisions of AB 562, a statewide economic development passed by Governor Brown in late 2013 for the purpose of allowing local jurisdictions to induce economic development. Pursuant to Section 53083 of the California Government Code, the following information will be posted on the City's website. The report shall remain available to the public on the City's website until the end date of the economic development subsidy. 1. The name and address of all corporations, or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable. The beneficiary is Santa Anita Commercial Group, LLC ("SAG"), a California limited liability company, located at 1990 Santa Anita Ave, South El Monte,

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE  
NOTICE OF PUBLIC HEARING

SAN GABRIEL VALLEY TRIBUNE  
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San Gabriel Valley Tribune  
Affiliated with SGV Newspaper Group  
181 W. Huntington Dr. Suite #209  
Monrovia, California 91016  
(626) 544-0885

FILE NO. 0011785179  
PROOF OF PUBLICATION  
(2015.5 C.C.P.)


STATE OF CALIFORNIA  
County of Los Angeles

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of SAN GABRIEL VALLEY TRIBUNE, a newspaper of general circulation for the City of West Covina, by the Superior Court of the County of Los Angeles, State of California, on the date of September 10, 1957, Case Number 684891. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/26/2026

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California  
On this 26th day of March, 2026.

  
\_\_\_\_\_  
Signature

**NOTICE IS HEREBY GIVEN** that, pursuant to California Government Code Section 53083 (AB 562), the City Council of the City of South El Monte will hold a public hearing on Tuesday, April 7, 2026 at 6:00 p.m., or as soon thereafter as the matter can be heard, in the City Council Chambers located at 1415 Santa Anita Avenue, South El Monte, California 91733 to consider an economic development subsidy to be provided by the City of South El Monte ("City") to Santa Anita Commercial Group, LLC ("SAG").

The City desires to assist in the economic development of the City's Santa Anita Avenue corridor by entering into a Memorandum of Understanding ("MOU") for the construction of an approximately 100-foot pylon sign with the City's name and logo located at 1223 Santa Anita Avenue that will support signage for new commercial tenants along Santa Anita Avenue ("Pylon Sign"). The City has the ability to implement the provisions of AB 562, a statewide economic development passed by Governor Brown in late 2013 for the purpose of allowing local jurisdictions to induce economic development. Pursuant to Section 53083 of the California Government Code, the following information will be posted on the City's website. The report shall remain available to the public on the City's website until the end date of the economic development subsidy.

1. The name and address of all corporations, or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

The beneficiary is Santa Anita Commercial Group, LLC ("SAG"), a California limited liability company, located at 1990 Santa Anita Ave, South El Monte, California 91733.

2. The start and end dates and schedule, if applicable, for the economic development subsidy.

The economic development subsidy will start when the MOU is approved by the City Council and executed by the parties. The City's payment obligations for the costs of development of the Pylon Sign will begin upon receipt of an invoice for such costs and will end once City has issued payment for all invoices provided to City pursuant to the terms and conditions set forth in the MOU.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds, or of revenue lost to, the local agency, as a result of the economic development subsidy.

The economic development subsidy is an MOU providing for the City's payment of the actual costs of construction of the Pylon Sign, in an amount not to exceed Eight Hundred Eighty-Four Thousand Six Hundred Eight Dollars and Zero Cents (\$884,608.00).

4. A statement of the public purposes for the economic development subsidy.

To facilitate the economic development of the City's Santa Anita Avenue corridor by providing a strategic investment in business development and attraction that will lead to economic activity benefiting nearby existing businesses and the enhancement of local quality of life for City residents through the provision of new dining and shopping options. The Pylon Sign will prominently display the City's name and logo, generating branding and marketing value for the City and encouraging residents to patron City businesses. This investment secures a permanent, high-visibility branding gateway of the City's name and logo that provides the City with strategic media value that stimulates regional economic development and civic identity.

5. Protected tax revenue to the local agency as a result of the economic development subsidy.

There is no direct sales tax or property tax revenue anticipated to result from the Pylon Sign itself. However, construction of the Pylon Sign is expected to attract new business development to the City and provide residents with increased local shopping and dining options that will lead to indirect sales and property tax revenues for the City.

6. Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

Construction of the Pylon Sign is estimated to create approximately 16-30 temporary construction jobs. Upon completion, the Pylon Sign will indirectly encourage the creation of permanent local jobs by attracting new business development in the City along the Santa Anita Ave corridor.

All Interested persons are invited to attend this hearing and express opinions on the matter above. Written comments may also be mailed, delivered to the City no later than 5:00 pm April 7, 2026 at the address provided below or emailed to [adriangarcia@soelmonte.org](mailto:adriangarcia@soelmonte.org). If this matter is subsequently challenged in court, the challenge may be limited to only those issues raised at the public hearing described in this notice or in written correspondence delivered to the Office of the City Clerk at, or prior to, the public hearing. The file can be viewed at City Hall, 1415 Santa Anita Avenue, Monday through Thursday from 7:00 am to 5:30 pm except for major holidays. Digital copies can be requested via email at [adriangarcia@soelmonte.org](mailto:adriangarcia@soelmonte.org).

DATED THIS 26th DAY OF MARCH 2026.  
Published by: /s/Adrian Garcia, City Clerk  
**San Gabriel Valley Tribune**  
Published: 3/26/26



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

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** CONSIDERATION AND APPROVAL TO HOST THE SEM 2026 INTERNATIONAL SOCCER WATCH PARTIES

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**SUMMARY:** In just a few months, the eyes of the world will be on Southern California as we co-host the FIFA World Cup 2026™. As the tournament kicks off on June 11, 2026, the City is planning a series of vibrant family-friendly public viewing events, SEM 2026 International Watch Parties ("Watch Parties") for high-demand matches to provide a centralized location for residents and visitors to gather. These events are designed to be high-impact community celebrations that drive foot traffic for local businesses and enhance the City's profile as a premier event destination.

**RECOMMENDED ACTION:** Staff recommends City Council:

1. Authorize the City to host the SEM 2026 International Soccer Watch Parties events; and
2. Appropriate from General Fund Balance in the estimated amount of \$149,253 to the City's Special Events Account (01-151-1543-5952).

**FISCAL/FINANCIAL IMPACT:** If the City Council approves hosting the proposed Watch Parties, a budget adjustment in the amount of \$149,253 will be required to the City's Special Events Account (01-151-1543-5952). Cost may be partially offset by local vendor fees and community sponsorships.

Please refer to Attachment A — Cost Estimate for the SEM 2026 International Soccer Watch Parties, detailing the cost to host the event.

**DISCUSSION:** At the December 2, 2025, City Council meeting, the City Council approved the 2026 Special Events Calendar, which included a proposed series of viewing events for the 2026 FIFA World Cup Tournament. The City established the 2026 World Cup and 2028 Olympic Games Committee to plan and coordinate the events and propose the following event details.

**Name and Location:**

The SEM 2026 International Soccer Watch Parties is the official name for the viewing event and will be held at the Kruse Feed property (1459 Santa Anita Ave.) The City has strategically selected the Kruse Feed as the venue due to its central location and its established reputation for hosting the Night Markets.

**Broadcasting:**

The City has received a permit for Commercial Viewing Licensing to broadcast the FIFA World Cup Tournament at a viewing venue with 1,000 or fewer spectators.

**Dates and Time:**

The Watch Parties will operate from June 11, 2026 to July 19, 2026 and feature the most popular and anticipated matches. Please refer to Attachment B - SEM 2026 International Soccer Watch Parties Operating Hours Schedule, for a detailed schedule.

**Event Layout:**

The event will feature a main viewing area equipped with a 12 ft x 7 ft high resolution wall display. In addition, there will be five 100" flat screens mounted throughout the entire venue. The City plans to install large sail coverings to provide shade over the majority of the main seating area. The space will be furnished with tables and chairs to accommodate spectator viewing, eating, and socializing. The event will feature food vendors, beer garden, and a "Kids Fun Zone." The beer garden will be shaded by a 40 ft x 30 ft. canopy. The Kids Fun Zone will be designated in the back area of the Kruse property where children will be supervised by City recreation staff. The Kids Fun Zone will be equipped with artificial grass to host soccer games and a variety of youth activities. For a visual of the proposed event layout, please refer to Attachment C - SEM 2026 International Soccer Watch Parties Layout.

Hosting these watch parties aligns with the City's goal of promoting vibrant and business ready community spaces. It ensures South El Monte residents can participate in a once-in-a-generation regional event in a controlled, celebratory atmosphere.

**ATTACHMENT(S):**

- A. Cost Estimate for the SEM 2026 International Soccer Watch Parties
- B. SEM 2026 International Soccer Watch Parties Operating Hours Schedule
- C. SEM 2026 International Soccer Watch Parties Layout

**Cost Estimate for the 2026 SEM International Soccer Watch Parties****Kruse Property Enhancements**

Expenditure	Estimated Cost
General Maintenance	\$3,000
Shade Structure	\$27,000
Electrical Installation	\$1,500
Artificial Grass Installation	\$18,000
30'x40 Canopy	\$6,000
<b>Total:</b>	<b>\$55,500</b>

**Media Display and Audio System**

Expenditure	Estimated Cost
Media and Audio Display Contract	\$50,000
Starlink Internet Service	\$3,000
<b>Total:</b>	<b>\$53,000</b>

**Advertisement**

Expenditure	Estimated Cost
Banners	\$2,500
Paid Ads	\$1,000
<b>Total:</b>	<b>\$3,500</b>

**Kid Fun Zones**

Expenditure	Estimated Cost
Supplies	\$500
Restroom Rentals and Service	\$8,000
<b>Total:</b>	<b>\$8,500</b>

**Artwork and Decoration**

Expenditure	Estimated Cost
Mural	\$26,753
Artwork in Bins	\$1,000
Decorations	\$1,000
<b>Total:</b>	<b>\$28,753</b>

**Estimated total Cost for the Viewing Event: \$149,253**



**ATTACHMENT B**  
**SEM 2026 International Soccer Watch Parties Operating Hours Schedule**

<b>Date</b>	<b>Hours of Operation</b>	<b>Featured</b>
<b>Thursday, June 11<sup>th</sup></b>	11:30 a.m. to 9:30 p.m. - Mex vs S. Africa 12:00 p - Night Market 6:00 pm - Live band 7:00 pm - S. Korea vs TDB	World Cup Opening Match - Mexico vs S. Africa <b>Night Market</b>
<b>Friday, June 12<sup>th</sup></b> - Fathers day luncheon	5:30 p.m. to 8:30 p.m.	USA vs Paraguay @ 6:00 p.m.
<b>Saturday, June 13<sup>th</sup></b>	2:30 a.m. to 8:30 p.m.	Brazil vs Morocco 3p Haiti vs Scotland 6p
<b>Sunday, June 14<sup>th</sup></b>	<b>Closed</b>	
<b>Monday, June 15<sup>th</sup></b>	<b>Closed</b>	
<b>Tuesday, June 16<sup>th</sup></b> - City Council Meeting	<b>Closed</b>	
<b>Wednesday, June 17<sup>th</sup></b>	3:30 p.m. to 9:30 p.m.	Ghana vs Panama @ 4p Uzbekistan vs Colombia @7p <b>Mexico vs South Korea @6p</b>
<b>Thursday, June 18<sup>th</sup></b> - Movie in the Park	5:00 p.m. to 8:30 p.m.	
<b>Friday, June 19<sup>th</sup></b>	11:30 a.m. to 8:30 p.m.	<b>USA vs Australia @12p</b> Scotland vs Morocco @3p Brazil vs Haiti @6p
<b>Saturday, June 20<sup>th</sup></b>	<b>Closed</b>	
<b>Sunday, June 21<sup>st</sup></b>	<b>Closed</b>	
<b>Monday, June 22<sup>nd</sup></b>	<b>Closed</b>	
<b>Tuesday, June 23<sup>rd</sup></b>	3:30 p.m. to 9:30 p.m.	Panama vs Croatia @ 4p Colombia vs TBD @ 7p
<b>Wednesday, June 24<sup>th</sup></b>	2:30 p.m. to 8:30 p.m.	Morocco vs Haiti @ 3p <b>Scotland vs Brazil @ 3p</b> South Korea vs South Africa @ 6p <b>TBD vs Mexico @ 6p</b>
<b>Thursday, June 25<sup>th</sup></b>	6:00 p.m. to 9:30 p.m.	<b>Night Market</b> <b>USA VS TBD @ 7p</b>
<b>Friday, June 26<sup>th</sup></b>	4:30 a.m. to 7:30 p.m.	Cape Verde vs Saudi Arabia 5p Uruguay vs Spain 5p
<b>Saturday, June 27<sup>th</sup></b>	3:30 p.m. – 9:30 p.m.	TBD vs Uzbekistan 4p Colombia vs Portugal 4p Algeria vs Austria 7p Argentina vs Jordan 7p

**ATTACHMENT B**  
**SEM 2026 International Soccer Watch Parties Operating Hours Schedule**

**Knock Out Rounds**

Date	Hours of Operation	Game Times
<b>Monday, June 29th</b>	1:00 p.m. to 8:30 p.m.	1:30 p.m. & 6:00 p.m.
<b>Tuesday, June 30th</b>	1:30 p.m. to 8:30 p.m.	2:00 p.m. & 6:00 p.m.
<b>Wednesday, July 1st</b>	12:30 p.m. to 7:30 p.m.	1:00 p.m. & 5:00 p.m.
<b>Thursday, July 2nd</b>	11:30 a.m. to 6:00 p.m.	12:00 p.m. & 4:00 p.m.
<b>Friday, July 3rd</b>	2:30 p.m. 8:30 p.m.	3:00 p.m. & 6:30 p.m.

**Top Sixteen**

Date	Hours of Operation	Game Time
<b>Saturday, July 4<sup>th</sup></b>	9:30 a.m. to 5:00 p.m.	10:00 a.m. & 2:00 p.m.
<b>Sunday, July 5<sup>th</sup></b>	12:30 p.m. to 7:30 p.m.	1:00 p.m. & 5:00 p.m.
<b>Monday, July 6<sup>th</sup></b>	11:30 p.m. to 7:30 p.m.	12:00 p.m. & 5:00 p.m.
<b>Tuesday, July 7<sup>th</sup></b>	12:30 p.m. to 3:00 p.m.	1:00 p.m.

**Quarter Finals (Whittter Narrows Hosting Fan Zone)**

Date	Hours of Operation	Game Time
<b>Thursday, July 9<sup>th</sup></b>	12:30 p.m. to 3:00 p.m.	1:00 p.m.
<b>Friday, July 10<sup>th</sup></b>	11:30 p.m. to 3:00 p.m.	12:00 p.m.
<b>Saturday, July 11<sup>th</sup></b>	1:30 p.m. to 8:30 p.m.	2:00 p.m. & 6:00 p.m.

**Semi Finals**

- Tuesday, July 14<sup>th</sup> @ 12:00 p.m. : Viewing Event open from 11:30 p.m. to 2:30 p.m.
- Wednesday, July 15<sup>th</sup> @ 12:00 p.m. Viewing Event open from 11:30 p.m. to 2:30 p.m.

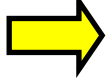








**Third Place: Friday, July 18<sup>th</sup> @ 2:00 p.m. :** Viewing Event open from 1:30 p.m. to 4:30 p.m.

**Final: Sunday, July 19<sup>th</sup> @ 12:00 p.m. :** Viewing Event open from 11:30 p.m. to 2:30 p.m.

# SEM 2026 International Soccer Games Watch Parties

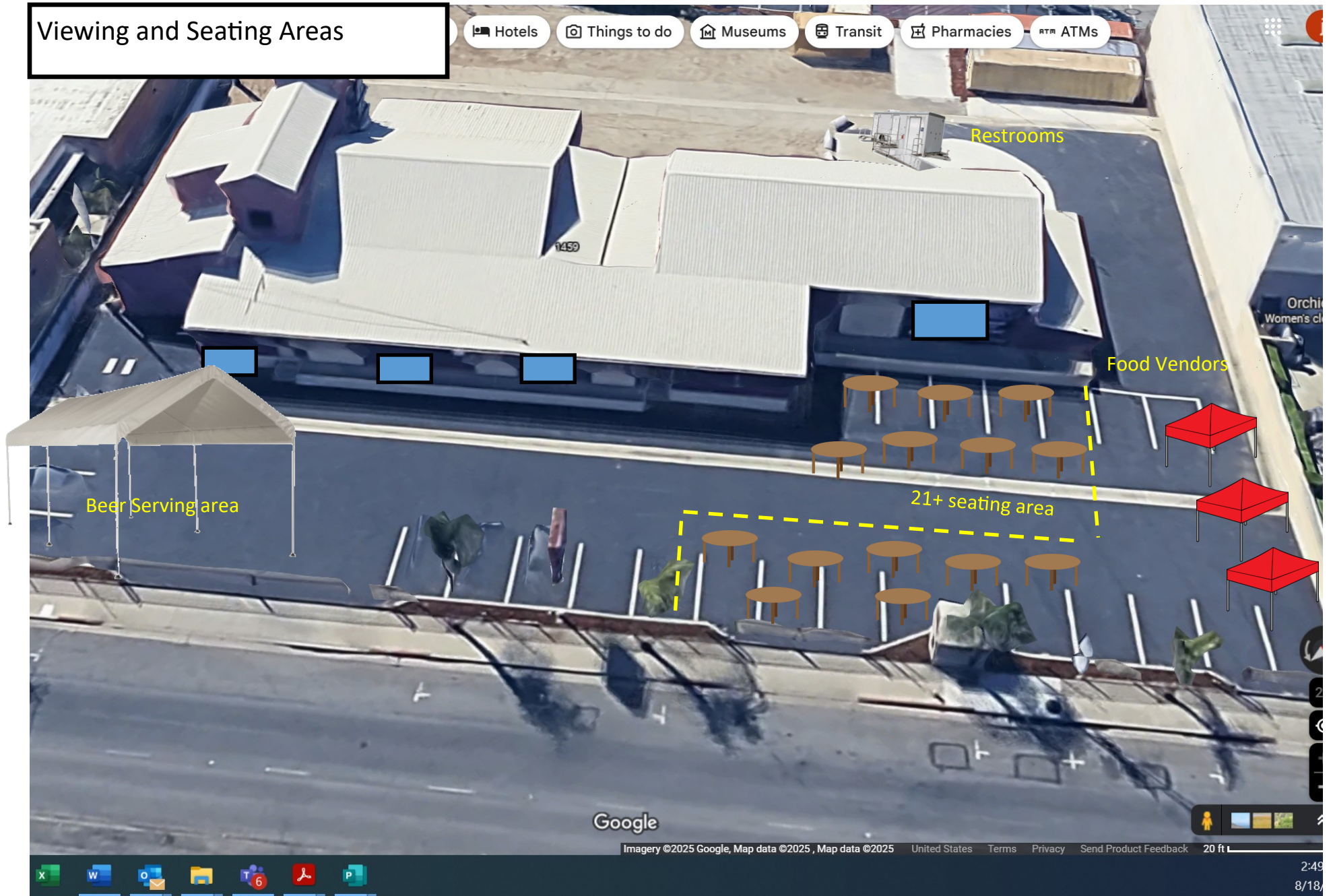


## KEY

-  Entrance
-  Walk ways
-  Food Trucks
-  Closure
-  Vendors
-  Tarp
-  40x40 Canopy
-  Restrooms
-  Kids Fun Zone

# Viewing and Seating Areas

- Hotels
- Things to do
- Museums
- Transit
- Pharmacies
- ATMs



Restrooms

Food Vendors

Beer Serving area

21+ seating area

Google

Imagery ©2025 Google, Map data ©2025, Map data ©2025 United States Terms Privacy Send Product Feedback 20 ft

# Television Displays





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

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** SPEED BUMP SURVEY ALONG MICHAEL HUNT DRIVE

---

**SUMMARY:** Update on staff efforts on conducting community outreach regarding the implementation of speed bumps along Michael Hunt Drive.

**RECOMMENDED ACTION:** Receive and File and/or provide additional direction to staff.

**FISCAL/FINANCIAL IMPACT:** No Fiscal Impact

**DISCUSSION:** On January 20th, staff was provided direction to do outreach to residents adjacent to Michael Hunt Drive and provide different speed mitigating options. City staff put together a survey and sent to residents adjacent to Michael Hunt Drive. The survey read:

*The City is evaluating the possible installation of speed bumps as a traffic-calming measure along Michael Hunt Drive, between Santa Anita Avenue and Peck Road.*

*The proposed scope of work would include the installation of raised traffic-calming features at select locations within this segment, along with associated signage and pavement markings, if approved. These raised sections may include gaps designed to allow wider emergency vehicles to straddle them while still slowing passenger vehicles.*

*Do you support the installation of speed bumps on Michael Hunt Drive between Santa Anita Avenue and Peck Road?*

- Yes
- No
- Unsure

The survey was distributed through the Everbridge platform via text message and phone call to 562 contacts within the project area. Of those contacted, 68 responses were received: 42 in support, 21 in opposition, and 5 undecided. Staff is currently exploring

additional outreach methods to further engage residents and gather more comprehensive feedback from the project area.

**ATTACHMENT(S):**

None



## City Council Agenda Report Agenda Item No. 11.a.

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** LETTER FROM EL MONTE/SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER DINNING HALL TO HOST A MEMORIAL CEREMONY FOR BLANCA FIGUEROA AND WAIVER FOR ALL THE FEES ASSOCIATED WITH THE RESERVATION

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**SUMMARY:** The El Monte/South El Monte Community Outreach ("Community Outreach") organization is requesting a facility fee waiver for the use of the Senior Center Dinning Hall to host a memorial ceremony for long-time resident, Patriotic Commissioner, and former Mayor of the City of South El Monte, Blanca Figueroa. In addition, Community Outreach is requesting City Council consider waiving all the fees associated with the reservation.

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

1. The requested facility fee waiver for the use of the Senior Center Dinning Hall in the amount of \$300.00; and
2. The request to waive the non-waived fees associated with the reservation in the amount of \$902.00.

**FISCAL/FINANCIAL IMPACT:** If approved in accordance with the Facility Reservation and Fee Schedule, the City will waive the facility rental fee in the amount of \$300.00 and Community Outreach will be responsible for the remaining cost associated with the reservation, including but not limited to damage deposits, staff time, and cleaning fees.

If the City Council approves waiving all the fees associated with the reservation, the City would allocate \$902.00 from the General Fund.

Please find below a chart detailing the cost related to the facility fee waiver and the reservation.

**Waived Fees**

Fee	Unit	Cost
Facility Rental Fee	\$100.00 per hour x 3 hours	\$300.00
Total:		\$300.00

**Non-Waived Fees**

Fee	Unit	Cost
Staff Fee	\$17.00 per hour x 2 staff x 3 hours	\$102.00
Cleaning Fee	Flat Rate \$300.00	\$300.00
Refundable Damage Deposit	Flat Rate \$500.00	\$500.00
Insurance	Agency will provide	NA
Total:		\$902.00

**DISCUSSION:** Community Outreach is a new non-profit organization led by Pastor Charlie Corum and an established board of directors. The organization's mission is to provide services, volunteers, and resources to the City of South El Monte and members of the community. The organization wishes to host a memorial ceremony for the City's former Mayor, Commissioner, and long-time resident, Blanca Figueroa. Community Outreach is requesting a facility fee waiver for the use of the Senior Center Dining Hall on Thursday, April 9, 2026 from 5:00 p.m. to 8:00 p.m. In addition, the organization is requesting to waive all the fees (non-waived) associated with the reservation.

Community partners, non-profit organizations, and local school districts qualify to request a facility fee waiver which solely cover the facility's rental fees. All other related reservation fees, including but not limited to, staff time, damage deposits, and cleaning fees are the responsibility of the organization. Community Outreach is requesting that the City Council consider waiving all the fees associated with the reservation (non-waived fees), including staff time, damage deposits, cleaning fees, in the amount of \$902.00. The City Council has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule

**ATTACHMENT(S):**

- A. Fee Waiver Request Letter
- B. Reservation Application

El Monte-South El Monte  
Community Outreach  
501c3: B20230383776  
C/O Charles Corum

Honorable Mayor and City Council  
South El Monte City Hall  
1415 Santa Anita Ave  
South El Monte, Ca 917333

Dear Honorable Mayor and City Council,

El Monte- South El Monte Community Outreach wishes to host a memorial ceremony for Blanca Figueroa. Ms. Figueroa was a beloved resident of the City of South El Monte who served as a former Mayor, Commissioner, member of the local church, and advisory member of the Senior Center. For her dedication to the City and the members of the community we are inviting City Council, City Staff, her friends, and her family to honor her with this last dedication. The Board and I are requesting to use the senior center dining hall on Thursday, April 9, 2026, from 5:00 p.m. to 8:00 p.m. I ask the City Council to consider waiving all the fees for the reservation.

Thank you for your dedication to the City and consideration.

Sincerely,



Charlie Corum

C/O El Monte- South El Monte Community Outreach

Matthew 22:37-40 & Matthew 28:19-20



City of South El Monte Recreation Services Department  
 1530 Central Avenue, South El Monte, CA 91733  
 Phone: (626) 579-2043  
 www.ci.south-el-monte.ca.us



**APPLICANT INFORMATION**

Name: Charlie Corum	Organization/Business: El Monte/ South EL Monte Community Outreach		
Address:	City:	Zip Code:	
Home Phone:	Work Phone:		
Cell Phone:	Email:		

**RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT**

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***  
**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

**RESERVATION INFORMATION**

**FACILITY REQUESTED:**

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input checked="" type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Game Room I	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room II		Shively and New Temple
<input type="checkbox"/> Parking Lot			<input type="checkbox"/> Field
			<input type="checkbox"/> Picnic Area
			<input type="checkbox"/> Field
			<input type="checkbox"/> Picnic Area
Date of Event:	<u>April 9, 2026</u>	Day(s): <u>Thursday</u>	Estimated Attendance: <u>150</u>
Purpose of Event/Function:	<u>Memorial Ceremony for Blanca Figueroa</u>		
Reservation Time:	<u>5:00 pm</u> to <u>8:00 pm</u>	Set up Time:	<u>5:00 pm</u> to <u>6:00 pm</u>
Kitchen Hours:	<u>NA</u> to <u>NA</u>	Clean up Time:	<u>7:30 pm</u> to <u>8:00 pm</u>
Will the event be open to the public?	<input type="checkbox"/> no		
Will there be entertainment?	<input type="checkbox"/>		
Will food be served?	<input type="checkbox"/>		
Will alcohol be served?	<input type="checkbox"/>		
Portable Stage needed?	<input type="checkbox"/>		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

**I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

APPROVED  DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

**City of South El Monte Recreation Services Department**

**APPLICANT NAME:** El Monte/ South EL Monte Community Outreach\_\_ **DATE OF USE:** Thursday, April 9, 2026  
**FACILITY:** South El Monte Senior Center Dining Hall\_\_\_\_\_

**FACILITY FEE WORK SHEET**

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

**\*\*IMPORTANT INFORMATION\*\***  
**NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN**  
**NOTE: FLOORS ARE COVERED WITH CARPET**

Field Use Fee	\$ <u>100</u> x <u>3</u> Hours	\$ 300.00
Staff Fee	\$ <u>17</u> x <u>2</u> Staff x <u>3</u> Hours	\$ 102.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency has Provided	\$ NA
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ Na
	<b>TOTAL:</b>	<b>\$ 1,202.00</b>

# of Round Tables: 0  
 # of Rectangle Tables: \_\_\_\_\_  
 # of Chairs \_\_\_\_\_

**Table and Chair Ratio**  
 6 inch Round Table = 8 chairs  
 6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

**Security Deposit Refund:**

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Invoice #: \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info:

If No, reason:

\_\_\_\_\_

\_\_\_\_\_

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

## CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

### INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

**General liability insurance.** Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

**Primary/non-contributing.** Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

\*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

### **APPLICANT RESPONSIBILITIES:**

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.  
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

### **DECORATIONS/SET-UP:**

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

### **PROHIBITED:**

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

### **PROHIBITED CONTINUED:**

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

### **REFUND OF SECURITY DEPOSIT:**

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

### **CANCELLATION POLICY:**

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund

2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

### **CANCELLATION, RULES AND REGULATION POLICY**

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## City Council Agenda Report Agenda Item No. 11.b.

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** LETTER FROM EL MONTE/ SOUTH EL MONTE COMMUNITY OUTREACH REQUESTING A FACILITY FEE WAIVER FOR THE USE OF THE SENIOR CENTER CRAFT ROOM AND TO WAIVE ALL THE FEES ASSOCIATED WITH THE RESERVATION

---

**SUMMARY:** The El Monte/South El Monte Community Outreach ("Community Outreach") organization is requesting a facility fee waiver for the use of the Senior Center Craft Room to host the organization's meetings and gatherings. In addition, Community Outreach is requesting City Council consider waiving all the fees associated with the reservation.

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

1. The facility fee waiver request for the use of the Senior Center Craft Room in the amount of \$760.00; and
2. The Community Outreach request to waive the non-waived fees associated with the reservation in the amount of \$1,792.00.

**FISCAL/FINANCIAL IMPACT:** If approved in accordance with the Facility Reservation and Fee Schedule, the City will waive the facility rental fee in the amount of \$760.00 and Community Outreach will be responsible for the remaining cost associated with the reservation, including but not limited to damage deposits, staff time, and cleaning fees.

If the City Council approves waiving all the fees associated with the reservation, the City would allocate \$1,792.00 from the General Fund.

Fee	Unit	Cost
Craft Room Rental Fee	\$10.00 per hour x 2 hrs x 38 days	\$760.00
Total:		\$760.00

**Non-Waived Fees**

Fee	Unit	Cost
Staff Fee	\$17.00 per hour x 76 hours	\$1,292.00
Refundable Damage Deposit	Flat Rate \$500.00	\$500.00
Insurance	Agency will provide	NA
Total:		\$1,792.00

**DISCUSSION:** Community Outreach is a new non-profit organization led by Pastor Charlie Corum and an established board of directors. The organization's mission is to provide services, volunteers, and resources to the City of South El Monte and members of the community. The organization wishes to host weekly meetings and gatherings on Wednesdays throughout the remainder of the year. Community Outreach is requesting a facility fee waiver for the use of the Senior Center Craft Room from April 8, 2026 to December 30, 2026 from 5:30 p.m. to 7:30 p.m. In addition, the organization is requesting to waive all the fees (non-waived) associated with the reservation.

Community partners, non-profit organizations, and local school districts qualify to request a facility fee waiver which solely covers the facility's rental fees. All other related reservation fees, including but not limited to, staff time, damage deposits, and cleaning fees are the responsibility of the organization. Community Outreach is requesting that the City Council consider waiving all the fees associated with the reservation (non-waived fees), including staff time, damage deposits, cleaning fees, in the amount of \$1,792.00. The City Council has the discretion to approve or deny any request not approved in the Facility Reservation Regulations and Fee Schedule.

**ATTACHMENT(S):**

- A. Fee Waiver Request Letter
- B. Reservation Application

El Monte-South El Monte  
Community Outreach  
501c3: B20230383776  
C/O Charles Corum

Honorable Mayor and City Council  
South El Monte City Hall  
1415 Santa Anita Ave  
South El Monte, Ca 917333

Dear Honorable Mayor and City Council,

I am glad to write to the Mayor and City Council of the City of South El Monte, that we have formally established a new non-profit organization (El Monte- South El Monte Community Outreach) with the goal to continually serve the City and members of the community. The Board and I are requesting to use the craft room at the senior center once a week on Wednesdays to host meeting and gatherings. We do not have an official office and wish to best serve the community by working in the community. We are request a couple of hours a week from 5:30 p.m. to 7:30 p.m. for the remainder of the year. I ask the City Council consider waiving all the fees for the reservation in support of the new non profit group.

Thank you for your dedication to the City and consideration.

Sincerely,



Charlie Corum  
C/O El Monte- South El Monte Community Outreach

Matthew 22:37-40 & Matthew 28:19-20



City of South El Monte Recreation Services Department  
 1530 Central Avenue, South El Monte, CA 91733  
 Phone: (626) 579-2043  
 www.ci.south-el-monte.ca.us



**APPLICANT INFORMATION**

Name: Charlie Corum	Organization/Business: El Monte/ South El Monte Community Outreach		
Address:	City:	Zip Code:	
Home Phone:	Work Phone:		
Cell Phone:	Email:		

**RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT**

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***  
**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

**RESERVATION INFORMATION**

**FACILITY REQUESTED:**

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input checked="" type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Game Room I	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room II		Shively and New Temple
<input type="checkbox"/> Parking Lot			<input type="checkbox"/> Field
			<input type="checkbox"/> Picnic Area
			<input type="checkbox"/> Field
			<input type="checkbox"/> Picnic Area
Date of Event:	<u>April 8 to December 20, 2026</u>	Day(s):	<u>Wednesday</u> Estimated Attendance: <u>10-25</u>
Purpose of Event/Function:	<u>Basketball Banquet</u>		
Reservation Time:	<u>5:30 pm</u> to <u>7:30 pm</u>	Set up Time:	<u>5:30 pm</u> to <u>6:00 pm</u>
Kitchen Hours:	<u>NA</u> to <u>NA</u>	Clean up Time:	<u>7:00 pm</u> to <u>7:30 pm</u>
Will the event be open to the public?	<input checked="" type="checkbox"/> yes		
Will there be entertainment?	<input type="checkbox"/>		
Will food be served?	<input type="checkbox"/>		
Will alcohol be served?	<input type="checkbox"/>		
Portable Stage needed?	<input type="checkbox"/>		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

**I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

APPROVED  DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

**City of South El Monte Recreation Services Department**

**APPLICANT NAME:** El Monte/ South EL Monte Community Outreach\_ **DATE OF USE:** 4/8-12/30 Wednesday only

**FACILITY:** South El Monte Senior Center Craft Room \_\_\_\_\_

**FACILITY FEE WORK SHEET**

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

**\*\*IMPORTANT INFORMATION\*\***  
**NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN**  
**NOTE: FLOORS ARE COVERED WITH CARPET**

Field Use Fee	\$ 10 x 76 Hours	\$ 760.00
Staff Fee	\$ 17 x 1 Staff x 76 Hours	\$ 1,292.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ NA
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency has Provided	\$ NA
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ Na
	<b>TOTAL:</b>	<b>\$ 1,792.00</b>

# of Round Tables:  0   
 # of Rectangle Tables: \_\_\_\_\_  
 # of Chairs \_\_\_\_\_

**Table and Chair Ratio**  
 6 inch Round Table = 8 chairs  
 6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

**Security Deposit Refund:**

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Invoice #: \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info:

If No, reason:

\_\_\_\_\_

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

## CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

### INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

**General liability insurance.** Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

**Primary/non-contributing.** Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

\*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

### **APPLICANT RESPONSIBILITIES:**

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.  
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

### **DECORATIONS/SET-UP:**

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

### **PROHIBITED:**

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

### **PROHIBITED CONTINUED:**

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

### **REFUND OF SECURITY DEPOSIT:**

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

### **CANCELLATION POLICY:**

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund

2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

**CANCELLATION, RULES AND REGULATION POLICY**

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## City Council Agenda Report Agenda Item No. 11.c.

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** CONTINUANCE OF REQUEST FROM THE MONTEBELLO BREWERS BASEBALL CORPORATION FOR A FACILITY FEE WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD AND NEW TEMPLE PARK FIELDS AND CONSIDERATION TO HOST TWO BASEBALL TOURNAMENTS IN 2026

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**SUMMARY:** At the March 17, 2026, City Council Meeting, City Council approved a fee waiver request from the Montebello Brewers Baseball Corporation (Brewers) for the use of Shively and New Temple Park fields to host their 2026 season's practices and games. In addition, Brewers is requesting approval to host two baseball tournaments. During the discussion, the Brewers proposed modifications to their original request. As a result, City Council directed staff to continue this item until the following City Council meeting with updated applications, revised fee waiver calculations, and a field use agreement between the City and the Brewers.

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

1. The revised facility fee waiver request for the use of Shively Park field and New Temple Park fields in the amount not to exceed \$69,700.00; and
2. The Brewers request to host two baseball tournaments.

**FISCAL/FINANCIAL IMPACT:** If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount not to exceed \$69,700.00 and the Brewers will be responsible for all remaining costs associated with the reservation, including but not limited to, light fees, insurance coverage, and refundable damage deposits. The cost associated with the reservation may change based on the modifications to the reservation. However, any increases in the requested fee waiver amounts will require City Council approval and must be submitted in a timely manner by the Brewers in writing.

Please reference Attachment A — Fiscal Impact Chart Montebello Brewers Baseball, summarizing the cost details associated with the fee waiver request.

**DISCUSSION:** At the March 17, 2026, City Council Meeting, City Council approved a fee waiver request from the Brewers for the use of Shively Park field and New Temple Park fields to host practices, games, and two baseball tournaments. During the discussion, the Brewers proposed modifications to their original request. As a result, Council directed staff to return with updated applications, revised fee waiver calculations, and a formal agreement between the City and the Brewers.

The Brewers updated the request to reflect the correct number of fields, which are 3 fields at New Temple Park and 1 field at Shively Park and increased their reservation times based on park availability and seasonal play allowance. Please refer to Attachment B — Brewers Reservation Schedule, summarizing the reservation dates and times or refer to the applications as Attachment C. The updated facility fee waiver amount for the 2026 Brewers reservation is in the amount of \$69,700.00.

The City has also entered into an agreement with the Brewers for the use of the fields. The agreement details the terms of the facility fee waiver along with the conditions of the reservation, including proper field use and scheduled maintenance. Please refer to Attachment D - Field Use Agreement between the City of South El Monte and Montebello Brewers Baseball.

In conclusion, the Brewers have agreed to donate six portable soccer goals and balls to the "Kids Fun Zone" for the SEM 2026 International Soccer Watch Parties and continue to donate toys for the annual City's Christmas Wish Toy Giveaway Event.

\*If the Brewers request is granted, the Brewers must allow use of the fields to any request the City receives from a South El Monte-based organization during their approved reservation time.

\*South El Monte resident(s) have priority access to any fields during the Brewers reservation time.

**ATTACHMENT(S):**

- A. Fiscal Impact Chart Brewers
- B. Brewers Reservation Schedule
- C. Brewers Reservation Applications
- D. Agreement Between City and Brewers

ATTACHMENT A

**Fiscal Impact Chart Montebello Brewers Baseball**

**Waived Facility Rental Fee**

Fee Description	Units	Total
Shively Park Field	\$50/hr x 291.5 hours	\$14,575.00
New Temple Park Fields (3 Fields: Softball #1, Major, Senior)	\$50/hr x 790.5 hours x 3 Fields	\$39,525.00
Shively Park October Tournament	\$50/hr x 26 hours	\$1,300.00
New Temple Park October Tournament (5 Fields: Softball #1, Softball #2, Major, Minor, Senior)	\$50/hr x 26 hours x 5 Fields	\$6,500.00
Shively Park December Tournament	\$50/hr x 26 hours	\$1,300.00
New Temple Park December Tournament (5 Fields: Softball #1, Softball #2, Major, Minor, Senior)	\$50/hr x 26 hours x 5 Fields	\$6,500.00
Total:		\$69,700.00

**Non- Waived Fees**

Fee Description	Units	Total
New Temple Park Refundable Damage Deposit	\$500.00	\$500.00
New Temple Park Insurance Coverage	Agency will Provide	N/A
Shively Park Refundable Damage Deposit	\$500.00	\$500.00
Shively Park Insurance Coverage	Agency will Provide	N/A
Total:		\$1,000.00

Fee Description	Units	Total
New Temple Park Light Fees (3 Fields)	\$6/hr x 3 Fields x 97.5 hours	\$1,755.00
Shively Park Light Fees	\$30/hr x 136.5 hours	\$4,095.00
Total:		\$5,850.00

❖ Amount may vary due to additional requests or cancellations

ATTACHMENT B  
Brewers Reservation Schedule

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**Dates:** March 24, 2026 – July 31, 2026

**Park:** Dean L. Shively Park

**Fields:** Baseball

**Days:** Tuesday, Wednesday, Thursday, Friday, & Saturday

**Times:** Tuesday, Wednesday, Thursday, Friday – 6:00 p.m. to 8:30 p.m. / Saturdays 1:30 p.m. to 8:00 p.m.

**Dates:** August 1, 2026 – November 28, 2026

**Park:** New Temple Park

**Fields:** Softball #1, Major, Senior

**Days:** Monday, Friday, Saturday

**Times:** Monday and Friday – 6:00p.m. to 8:30p.m. / Saturdays 8:30 a.m. to 7:00 p.m.

Tournaments

**Dates:** October 17, 2026 – October 18, 2026

**Park:** Dean L. Shively Park & New Temple Park

**Fields:** Baseball (Shively), Softball #1, Softball #2, Major, Minor, Senior (ALL FIELDS NT)

**Times:** 8:00 a.m. – 9:00 p.m.

**Dates:** December 5, 2026 – December 6, 2026

**Park:** Dean L. Shively Park & New Temple Park

**Fields:** Baseball (Shively), Softball #1, Softball #2, Major, Minor, Senior (ALL FIELDS NT)

**Times:** 8:00 a.m. – 9:00 p.m.

# ATTACHMENT C



City of South El Monte Recreation Services Department  
 1530 Central Avenue, South El Monte, CA 91733  
 Phone: (626) 579-2043  
 www.cityofsouthelmonte.org



APPLICANT INFORMATION			
Name: <b>LEO BRIONES</b>	Organization/Business: <b>BREWERS BASEBALL</b>		
Address: [REDACTED]	City: [REDACTED]	Zip Code: [REDACTED]	
Home Phone: [REDACTED]	Work Phone: <b>SAME</b>		
Cell Phone: [REDACTED]	Email: [REDACTED]		

**RECREATION SERVICES FACILITY & PARK  
 RENTAL APPLICATION AND AGREEMENT**  
**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***  
**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

## RESERVATION INFORMATION

### FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	<input type="checkbox"/> Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Multi Room	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room		<input checked="" type="checkbox"/> Shively or New Temple
<input type="checkbox"/> Parking Lot			<input type="checkbox"/> X - 1 FIELD Baseball Field
			<input type="checkbox"/> Picnic Area
			<input type="checkbox"/> Softball Field
			<input type="checkbox"/> Picnic Area
Date of Event: <b>MARCH - JULY</b>		Day(s): <b>Tues - Wed - Thurs - Friday</b>	Estimated Attendance: _____
Purpose of Event/Function: <b>BASBALL PRACTICE / GAMES</b>			
Reservation Time: <b>6 PM</b> to <b>8:30PM</b>		Set up Time: _____ to _____	Clean up Time: _____ to _____
Kitchen Hours: _____ to _____			
Will the event be open to the public? _____			
Will there be entertainment? _____		If yes, what type? _____	
Will food be served? _____		If yes, name of caterer? _____	
Will alcohol be served? _____			
Portable Stage needed? _____			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: *Leo Briones* Date: 3-19-26

### OFFICE USE ONLY

APPROVED       DENIED      Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_



APPLICANT INFORMATION	
Name: <b>LEO BRIONES</b>	Organization/Business: <b>BREWERS BASEBALL</b>
Address: [REDACTED]	City: [REDACTED] Zip Code: [REDACTED]
Home Phone: [REDACTED]	Work Phone: <b>SAME</b>
Cell Phone: [REDACTED]	Email: [REDACTED]

**RECREATION SERVICES FACILITY & PARK  
 RENTAL APPLICATION AND AGREEMENT**  
**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***  
**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

**RESERVATION INFORMATION**

**FACILITY REQUESTED:**

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	<input type="checkbox"/> Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Multi Room	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room		<input checked="" type="checkbox"/> Shively or New Temple
<input type="checkbox"/> Parking Lot			<input type="checkbox"/> X - 1 FIELD Baseball Field
			<input type="checkbox"/> Picnic Area
			<input type="checkbox"/> Softball Field
			<input type="checkbox"/> Picnic Area
Date of Event: <b>MARCH - July</b>	Day(s): <b>All SATURDAY</b>	Estimated Attendance:	
Purpose of Event/Function: <b>BASBALL PRACTICE GAMES</b>			
Reservation Time: <b>1:31 M</b>	to <b>8pm</b>	Set up Time:	to
Kitchen Hours:	to	Clean up Time:	to
Will the event be open to the public?			
Will there be entertainment?		If yes, what type?	
Will food be served?		If yes, name of caterer?	
Will alcohol be served?			
Portable Stage needed?			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: *Leo Briones* Date: 3-19-25

----- OFFICE USE ONLY -----

APPROVED       DENIED      Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

**City of South El Monte Recreation Services Department**

APPLICANT NAME: \_\_\_\_\_ DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

**FACILITY FEE WORK SHEET**

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

**\*\*IMPORTANT INFORMATION\*\***

**NO CONFETTI OF ANY SORT IS PERMITTED - SET-UP IS ON YOUR OWN**  
**NOTE: FLOORS ARE COVERED WITH CARPET**

Building Fee	\$ 50 x 291.5 Hours	\$ 14,575
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ _____
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit		\$ _____
Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
	<b>TOTAL:</b>	<b>\$ 14,575</b>

# of Round Tables: \_\_\_\_\_ #  
of Rectangle Tables: \_\_\_\_\_ #  
of Chairs \_\_\_\_\_

**Table and Chair Ratio**  
6 inch Round Table = 8 chairs  
6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

**Security Deposit Refund:**

Invoice #: \_\_\_\_\_

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info: \_\_\_\_\_

If No, reason: \_\_\_\_\_

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

Last update 7/11/18

## CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

### INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

**General liability insurance.** Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

**Primary/non-contributing.** Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

\*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

#### APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 12:00 a.m. Amplified music must be terminated no later than 11:00 p.m.
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.  
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

#### DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

#### PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

#### PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

#### REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

**CANCELLATION POLICY:**

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

**CANCELLATION, RULES AND REGULATION POLICY**

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: \_\_\_\_\_

*Rep. Dross*

Date: 3-19-26



COPY

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.cityofsouthelmonte.org



APPLICANT INFORMATION
Name: LEO BRIONES
Organization/Business: BREWERS BASEBALL
Address: [Redacted]
City: [Redacted] Zip Code: [Redacted]
Home Phone: [Redacted]
Work Phone: SAME
Cell Phone: [Redacted]
Email: [Redacted]

RECREATION SERVICES FACILITY & PARK
RENTAL APPLICATION AND AGREEMENT
\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\*
\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\*

RESERVATION INFORMATION

FACILITY REQUESTED:

Table with 4 columns: 1. COMMUNITY CENTER, 2. SENIOR CENTER, 3. AQUATICS CENTER, 4. PARKS. Includes checkboxes for Kitchen, Gymnasium, Amphitheater, etc., and handwritten notes like 'Softball Field #1' and 'New Temple'.

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Handwritten Signature] Date: 3-19-26

OFFICE USE ONLY
[ ] APPROVED [ ] DENIED Recreation Services Designer \_\_\_\_\_ Date: \_\_\_\_\_



APPLICANT INFORMATION			
Name:	LEO BRIONES	Organization/Business:	BREWERS BASEBALL
Address:	[REDACTED]	City:	[REDACTED] Zip Code: [REDACTED]
Home Phone:	[REDACTED]	Work Phone:	SAME
Cell Phone:	[REDACTED]	Email:	[REDACTED]

**RECREATION SERVICES FACILITY & PARK  
 RENTAL APPLICATION AND AGREEMENT**

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\*  
 \*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

**RESERVATION INFORMATION**

**FACILITY REQUESTED:**

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	<input type="checkbox"/> Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Multi Room	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room		<input checked="" type="checkbox"/> Shively or <b>New Temple</b>
<input type="checkbox"/> Parking Lot		<u>Softball field #1</u>	<input checked="" type="checkbox"/> X-# 1, MAJOR, SR Baseball Field
			<input type="checkbox"/> Picnic Area
			<input type="checkbox"/> Softball Field
			<input type="checkbox"/> Picnic Area
Date of Event:	AUG - NOV	Day(s):	<u>Saturdays</u> Estimated Attendance: _____
Purpose of Event/Function:	BASBALL PRACTICE / GAMES		
Reservation Time:	8:30 AM	to	<u>7pm</u> Set up Time: _____ to _____
Kitchen Hours:		to	_____ Clean up Time: _____ to _____
Will the event be open to the public?	_____		
Will there be entertainment?	_____ If yes, what type? _____		
Will food be served?	_____ If yes, name of caterer? _____		
Will alcohol be served?	_____		
Portable Stage needed?	_____		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 3.19.21

**OFFICE USE ONLY**

APPROVED  DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

**City of South El Monte Recreation Services Department**

APPLICANT NAME: \_\_\_\_\_ DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

**FACILITY FEE WORK SHEET**

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

**\*\*IMPORTANT INFORMATION\*\***

**NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN**

**NOTE: FLOORS ARE COVERED WITH CARPET**

Building Fee	\$ 50 x 790.5 Hours x 3 Fields	\$ 39,525
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ _____
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit		\$ _____
Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
	<b>TOTAL:</b>	<b>\$ 39,525.00</b>

# of Round Tables: \_\_\_\_\_ #  
of Rectangle Tables: \_\_\_\_\_ #  
of Chairs \_\_\_\_\_

**Table and Chair Ratio**  
6 inch Round Table = 8 chairs  
6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

**Security Deposit Refund:**

Invoice #: \_\_\_\_\_

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info:

If No, reason:

\_\_\_\_\_

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

## CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. **DO NOT** advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

### INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

**General liability insurance.** Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

**Primary/non-contributing.** Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

\*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

#### APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 12:00 a.m. Amplified music must be terminated no later than 11:00 p.m.
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.  
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

#### DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

#### PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

#### PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

#### REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

- 3 If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

**CANCELLATION POLICY:**

- 1 Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
- 2 All other cancellations subject to a \$25 administration fee
- 3 Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

**CANCELLATION, RULES AND REGULATION POLICY**

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature:  Date: 3-19-26



APPLICANT INFORMATION			
Name:	LEO BRIONES	Organization/Business:	BREWERS BASEBALL
Address:	[REDACTED]	City:	[REDACTED] Zip Code: [REDACTED]
Home Phone:	[REDACTED]	Work Phone:	SAME
Cell Phone:	[REDACTED]	Email:	[REDACTED]

**RECREATION SERVICES FACILITY & PARK  
 RENTAL APPLICATION AND AGREEMENT**  
**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***  
**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

**RESERVATION INFORMATION**

**FACILITY REQUESTED:**

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Multi Room	<input type="checkbox"/> Locker Rooms	<input type="checkbox"/> Gazebo
<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room		<input checked="" type="checkbox"/> Shively or New Temple
<input type="checkbox"/> Parking Lot			<input checked="" type="checkbox"/> X - All Fields Baseball Field @ Both parks Picnic Area
			<input type="checkbox"/> Softball Field
			<input type="checkbox"/> Picnic Area
Date of Event:	027-18-26	Day(s):	SUNDAY LB
Purpose of Event/Function:	Cancer Awareness Baseball Tournament		
Reservation Time:	8 M	to	2 PM
Kitchen Hours:		to	
Set up Time:	7 am	to	
Clean up Time:		to	
Will the event be open to the public?			
Will there be entertainment?	If yes, what type? _____		
Will food be served?	If yes, name of caterer? _____		
Will alcohol be served?			
Portable Stage needed?			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant Leo Briones Date: 3-19-26

OFFICE USE ONLY

APPROVED  DENIED Recreation Services Designee \_\_\_\_\_ Date: \_\_\_\_\_

**City of South El Monte Recreation Services Department**

APPLICANT NAME: \_\_\_\_\_ DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

**FACILITY FEE WORK SHEET**

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

**\*\*IMPORTANT INFORMATION\*\***  
**NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN**  
**NOTE: FLOORS ARE COVERED WITH CARPET**

Building Fee	\$ 50 x 26 Hours X 6 Fields	\$ 7,800
Staff Fee	\$ x # Staff x Hours	\$
Security Guard Fee	\$ x # Guard (s) x Hours	\$
Kitchen Fee		\$
Clean Up Fee		\$
Damage Deposit		\$
Insurance Premium Certificate		\$
Liquor Premiums		\$
Inflatable Bouncer		\$
ABC Permit		\$
<b>TOTAL:</b>		<b>\$ 7,800</b>

# of Round Tables: \_\_\_\_\_ #  
of Rectangle Tables: \_\_\_\_\_ #  
of Chairs \_\_\_\_\_

**Table and Chair Ratio**  
6 inch Round Table = 8 chairs  
6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
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**Security Deposit Refund:**

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Invoice #: \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info:

If No, reason:

\_\_\_\_\_

\_\_\_\_\_

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

## CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

### INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

**General liability insurance.** Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

**Primary/non-contributing.** Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

\*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

#### APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 12:00 a.m. Amplified music must be terminated no later than 11:00 p.m.
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.  
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

#### DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

#### PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

#### PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
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9. Bounce houses and petting zoos are not permitted on City facilities.
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12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

#### REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.





**APPLICANT INFORMATION**

Name: <b>LEO BRIONES</b>	Organization/Business: <b>BREWERS BASEBALL</b>
Address: [REDACTED]	City: [REDACTED] Zip Code: [REDACTED]
Home Phone: [REDACTED]	Work Phone: <b>SAME</b>
Cell Phone: [REDACTED]	Email: [REDACTED]

**RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT**

**\*\*APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT\*\***  
**\*\*ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT\*\***

**RESERVATION INFORMATION**

**FACILITY REQUESTED:**

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Main Pool	<input type="checkbox"/> Mary Van Dyke
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Arts and Craft Room	<input type="checkbox"/> Wading Pool	<input type="checkbox"/> Community Room
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<input type="checkbox"/> Dance Room	<input type="checkbox"/> Game Room		<input checked="" type="checkbox"/> Shively or New Temple
<input type="checkbox"/> Parking Lot			<input checked="" type="checkbox"/> X - All Fields Baseball Field @ Both parks
			<input type="checkbox"/> Picnic Area
			<input type="checkbox"/> Softball Field
			<input type="checkbox"/> Picnic Area
Date of Event: <b>DEC 5TH &amp; 6TH</b>	Day(s): <b>SATURDAY &amp; SUNDAY</b>	Estimated Attendance: _____	
Purpose of Event/Function: <b>Toys for Tots Baseball Tournament</b>			
Reservation Time: <b>8 M</b> to <b>8 PM 9 P 5</b>	Set up Time: <b>7 am</b> to _____		
Kitchen Hours: _____ to _____	Clean up Time: _____ to _____		
Will the event be open to the public? _____			
Will there be entertainment? _____	If yes, what type? _____		
Will food be served? _____	If yes, name of caterer? _____		
Will alcohol be served? _____			
Portable Stage needed? _____			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: [Signature] Date: 3-19-26

----- OFFICE USE ONLY -----  
 APPROVED  DENIED Recreation Services Designer \_\_\_\_\_ Date: \_\_\_\_\_

**City of South El Monte Recreation Services Department**

APPLICANT NAME: \_\_\_\_\_ DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

**FACILITY FEE WORK SHEET**

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

**\*\*IMPORTANT INFORMATION\*\***  
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**NOTE: FLOORS ARE COVERED WITH CARPET**

Building Fee	\$ 50 x 26 Hours X 6 Fields	\$ 7,800
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ _____
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
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Clean Up Fee		\$ _____
Damage Deposit		\$ _____
Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
<b>TOTAL:</b>		<b>\$ 7,800</b>

# of Round Tables: \_\_\_\_\_ #  
of Rectangle Tables: \_\_\_\_\_ #  
of Chairs \_\_\_\_\_

**Table and Chair Ratio**  
6 inch Round Table = 8 chairs  
6x6 Rectangle Table = 8 chairs

**BALANCE DUE DATE:** \_\_\_\_\_

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
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Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

**Security Deposit Refund:**

Full refund: Yes \_\_\_\_\_ No \_\_\_\_\_

Invoice #: \_\_\_\_\_

Account#: \_\_\_\_\_

Reservation Info: \_\_\_\_\_

If No, reason: \_\_\_\_\_

Amount refunded: \$ \_\_\_\_\_ Warrant Request Made on: \_\_\_\_\_

## CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
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### INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

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**Primary/non-contributing.** Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

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#### APPLICANT RESPONSIBILITIES:

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#### PROHIBITED:

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2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

#### PROHIBITED CONTINUED:

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#### REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.


3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

**CANCELLATION POLICY:**

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

**CANCELLATION, RULES AND REGULATION POLICY**

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature:  Date: 3-19-26

**Field Use Agreement between the  
City of South El Monte and Montebello Brewers Baseball**

This agreement, made on and entered this day Wednesday, March 25, 2026 by the City of South El Monte and the Montebello Brewers.

The City agrees to waive the rental facility fees for Montebello Brewers Baseball solely for the purpose of youth baseball activities. The fee waiver does not include any additional fees such as lighting, deposits, special cleaning, or any activities the City deems no baseball related or not in accordance with the reservation. The agreement is valid on the fields at New Temple Park located on 1450 Lidcombe Ave., and baseball field at Dean L. Shively Middle School located on 1431 Central Ave., with in the granted time frame on the joint use agreement between the City and the Valle Lindo School District and approved at the March 17, 2026 City Council Meeting (March 24<sup>th</sup> – December 6<sup>th</sup>). The City has priority use of all City Facilities over any other entities for City related events or programs.

The Montebello Brewers agree to following terms of this agreement.

**The Terms of the Agreement are as Followed:**

**City of South El Monte:**

1. Waive facility use.
2. City Staff will leave the fields ready and in proper use condition prior to the first use of the fields by the renter.
3. City Staff will provide access to the fields for the Renter. Renter must provide a game and practice schedule to Recreation Coordinator before first scheduled practice and or games.
4. City Staff will monitor condition of the fields ensuring the fields are safe for public use.

**Montebello Brewers Baseball:**

1. Provide a practice and game schedule of field use for entire season. If there are changes made, please make sure to notify the Recreation Coordinator (4) business days in advance, so adjustments are made accordingly.
2. Chalking & Dragging Fields: Montebello Brewers must provide their own chalk and line their own fields.
3. Renter must not modify the fields:
  - a. Infield and outfield grass lines
  - b. Converting or moving pitching mounds
  - c. Converting or moving base lengths
4. Renter agrees not to allow any third-party use of the fields. Brewers President must be present with all activity related to the Brewers Baseball Program.

Failure to comply with any of City Reservations Policies and Regulations or terms on the Field Use Agreement will result in a termination of the agreement, possible cancellation of reservation, and renter will pay responsible to pay all fees including facility use fees.

By signing below, I, Leo Briones (President of the Montebello Brewers Baseball) have read, understood, and agree to follow all the terms and conditions stated on the Field Use Agreement.

Leo BRIONES

Print Name (Montebello Brewers President)

Leo Briones

Signature

3-26-28

Date

CRISTINA PARDO

Print Name (City Recreation Coordinator)

Cristina Pardo

Signature

3/25/2026

Date



## City Council Agenda Report Agenda Item No. 11.d.

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** LETTER FROM SPIRITT FAMILY SERVICES FOR THE CITY TO CONSIDER SPONSORING THE 2ND ANNUAL FUNDRAISING LUNCHEON "BLOOMING MINDS" THURSDAY, JUNE 4TH, 2026

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**SUMMARY:** SPIRITT Family Services is a nonprofit foundation in the City of South El Monte that promotes mental health challenges for community members. The event will collect funds to empower families to improve health and well-being and strengthen communities.

**RECOMMENDED ACTION:** Staff recommends City Council choose a sponsorship level ranging from \$5,000, \$2,500, \$1,500, \$500 or individual tickets at \$100 each. Each level has special promotions, including VIP tables for the event and advertising opportunities (see letter).

**FISCAL/FINANCIAL IMPACT:** The fiscal impact to the General Fund will correspond to the sponsorship level chosen by City Council.

**DISCUSSION:**

**ATTACHMENT(S):**

A. SPIRITT FAMILY SERVICES LETTER



The Heart of our Community

February 24, 2026

Diana Gomez  
City of South El Monte  
1415 Santa Anita Ave.  
South El Monte, CA 91733-3311

**Board of Directors**

**Rose Marie Gallegos, Esq.**  
*President*

**Henry Leong**  
*Vice-President*

**John Ford**  
*Secretary*

**Harold Schieve**  
*Treasurer*

**Sylvia Gonzalez, MD**

**Jesus Montes**

**Lisa Ibañez, DSW**

**Elvia Torres, MS, LMFT, MBA**  
*Chief Executive Officer*

**Family Centers**

**Administration**  
8000 Painter Avenue  
Whittier, CA 90602

2014 Tyler Avenue  
South El Monte, CA 91733

**Whittier Family Center**  
8000 Painter Avenue  
Whittier, CA 90602

**South El Monte Family Center**  
2000 Tyler Avenue  
South El Monte, CA 91733

**Bell Gardens Family Center**  
7208 Garfield Avenue  
Bell Gardens, CA 90201

Dear Diana,

I'm delighted to share that SPIRITT Family Services (SPIRITT) will be hosting our 2<sup>nd</sup> Annual fundraising luncheon, *Blooming Minds: A Journey to Mental Wellness*, on **Thursday, June 4th, 2025**.

This special gathering will celebrate the strength and resilience of individuals who have overcome mental health challenges. Guests will enjoy an inspiring program, along with a silent auction, raffles, entertainment, and a delicious meal. Most importantly, the event will shine a light on the importance of compassion and support for those who face mental health struggles every day.

This fundraiser plays a vital role in helping SPIRITT continue its mission of empowering families, improving health and well-being, and strengthening our communities. For more than 54 years, we have stood alongside low-income, at-risk families with children and youth (ages 0–21) experiencing child maltreatment, mental health issues, substance misuse, trauma, and intimate partner violence. In 2023–2024 fiscal year alone, SPIRITT touched the lives of more than **12,459 individuals — 56% of them bring children**.

As someone who is a valuable member of our community, we would be honored if you would consider be a sponsor of this event. Your generosity will make a meaningful and lasting impact for the children, youth, adults, and families we serve. Sponsorship donations can be made directly at [www.spiritt.org](http://www.spiritt.org), and we are happy to assist you with any questions that you have. Feel free to contact Marcia Salvary via email at [marcias@spiritt.org](mailto:marcias@spiritt.org) or call her at (562) 662-6464.

All proceeds will help sustain and strengthen vital services for individuals and families experiencing intimate partner violence, child maltreatment, mental health challenges, substance abuse, and more.

Thank you, from the bottom of our hearts, for your continued care and support.

**Warmest regards,**  
**Elvia Torres**  
**Chief Executive Officer**

Federal Tax ID: 95-2852683



SPIRITT'S 2<sup>ND</sup> ANNUAL  
**BLOOMING MINDS**  
LUNCHEON & FUNDRAISER

*Growing hope. Cultivating wellness.*

THURSDAY      JUNE      11:00 AM  
**04**  
2026

*Join us for a luncheon, silent auction, raffles, and more!*

**DoubleTree Hotel - Rosemead**  
888 Montebello Blvd, Rosemead CA 91770

✉ [bloomingminds@spiritt.org](mailto:bloomingminds@spiritt.org) | 🌐 [spiritt.org/blooming-minds](https://spiritt.org/blooming-minds)

# SPONSORSHIP, TICKETS & ADVERTISEMENTS

## BLOOMING HOPE: \$5,000

- Two VIP tables reserved for 16 guests with a special gift
- Full-page ad in event program
- Company name and logo on event signage and on-screen
- Company name and logo listed on website
- Company name and logo listed on event promotional materials
- Company name and logo displayed at lunch table
- Mention on SPIRITT's social media outlets - Facebook, Instagram, and LinkedIn
- Company card or promotional item handed out to all guests

## FLOURISHING MINDS: \$1,500

- One table reserved for 8 guests
- Quarter-page ad in event program
- Company name and logo listed on website
- Company name & logo listed on event promotional materials
- Mention on SPIRITT'S social media outlets – Facebook, Instagram, and LinkedIn

## COUPLES' TICKETS: \$175

## WELLNESS IN FULL BLOOM: \$2,500

- One VIP table reserved for 8 guests with a special gift
- Half-page ad in event program
- Company name and logo listed on event signage and on-screen
- Company name and logo listed on website
- Company name and logo listed on event promotional materials
- Company name and logo displayed at lunch table
- Mention on SPIRITT's social media outlets – Facebook, Instagram, and LinkedIn
- Company card or promotional item handed out to all guests

## SEEDS OF HOPE: \$500

- 4 tickets to the event
- Company name and logo listed on website
- Company name and logo listed on event promotional materials
- Mention on SPIRITT's social media outlets – Facebook, Instagram, and LinkedIn

## INDIVIDUAL TICKETS: \$100

## ADVERTISEMENT OPPORTUNITIES

- \$1,000 full page ad in event program
- \$500 half page ad in event program
- \$300 quarter page ad in event program



LEARN MORE

If you have any questions or would like to learn more, please contact us at [bloomingminds@spiritt.org](mailto:bloomingminds@spiritt.org) or scan the QR codes now!



RSVP NOW



# Blooming Minds 2026 Luncheon Sponsorship

Please complete this form, check the box that applies, & e-mail to secure sponsorship or tickets.

Name / Title: \_\_\_\_\_

Company: \_\_\_\_\_

Name to publicly recognize if different from above: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Yes, add me to SPIRITT's Monthly Newsletter!

## Sponsorships, Tickets, and Advertisements

Please check box that applies

- Blooming Hope (\$5,000)
- Flourishing Minds (\$1,500)
- Wellness in Full Bloom (\$2,500)
- Seeds of Hope (\$500)

- Full Page Ad (\$1,000)
- Half Page Ad (\$500)
- Quarter Page Ad (\$300)

Couples' Tickets (\$175 for two)  
 $\$175 \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$  total  
quantity

Individual Tickets (\$100 each)  
 $\$100 \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$  total  
quantity

Please charge my credit card in the amount of: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Zip Code: \_\_\_\_\_ CVV: \_\_\_\_\_ Signature: \_\_\_\_\_

*Person authorizing card donation*

Enclosed is a check in the amount of: \$ \_\_\_\_\_

Make all checks payable to SPIRITT Family Services and mail to:  
8000 Painter Avenue, Whittier CA 90602

**Please e-mail the completed form to [bloomingminds@spiritt.org](mailto:bloomingminds@spiritt.org)**

[bloomingminds@spiritt.org](mailto:bloomingminds@spiritt.org) |  [spiritt.org/blooming-minds](http://spiritt.org/blooming-minds)



## Blooming Minds 2026 Luncheon In-Kind Donation

If you wish to donate an in-kind gift for our raffle, please complete this form and send to [bloomingminds@spiritt.org](mailto:bloomingminds@spiritt.org) and someone from our team will reach out to you to coordinate a drop-off/pickup.

Your company name will appear in event program under In-Kind Sponsor.

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Name to publicly recognize if different from above: \_\_\_\_\_

Check this box to remain anonymous

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Please describe gift below and assign monetary value.

ESTIMATED FAIR MARKET VALUE: \$ \_\_\_\_\_

GIFT DESCRIPTION:

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*Thank you!*



## City Council Agenda Report Agenda Item No. 11.e.

**DATE:** April 7, 2026

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

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

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

**SUBJECT:** LETTER OF SUPPORT REQUESTED BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR AB 1786 (HARABEDIAN) — BEST VALUE CONTRACTING, WHICH WOULD EXTEND OPTIONAL BEST VALUE CONTRACTING AUTHORITY TO GENERAL LAW CITIES AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

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**SUMMARY:** AB 1786 provides cities with an optional tool to utilize best value contracting for complex infrastructure projects in excess of \$500,000, allowing agencies to consider qualifications, experience, and project delivery factors alongside cost, while maintaining transparency, competitive bidding, and accountability safeguards.

**RECOMMENDED ACTION:** Staff recommends City Council send a letter of support for AB 1786 (Harabedian) to ensure the best value contracting, which would extend best value contracting authority to general law cities and the San Gabriel Valley Council of Governments.

**FISCAL/FINANCIAL IMPACT:** No fiscal impact.

**DISCUSSION:** AB 1786 will be heard in the Assembly Local Government Committee on April 15, making it especially important that we demonstrate strong regional support. To ensure your letters are included in the committee materials and bill analysis, we kindly request that letters of support be submitted by April 8. Thank you to the many cities that have already submitted letters. We greatly appreciate your support and partnership. For those who have not yet had the opportunity, we respectfully encourage you to submit a letter of support.

**ATTACHMENT(S):**

A. AB 1786



## CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE  
SOUTH EL MONTE, CALIFORNIA 91733  
(626) 579-6540\* FAX (626) 579-2107

April 7, 2026

The Honorable John Harabedian  
California State Assembly  
1021 O Street, Suite 4350  
Sacramento, CA 95814

**RE: AB 1786 (Harabedian): Best Value Contracting  
South El Monte – Notice of Support**

Dear Assembly Member Harabedian:

On behalf of the City of South El Monte, we write in strong support of your AB 1786, which extends existing best value construction contracting authority to cities and certain infrastructure-focused joint powers authorities, creating parity with procurement tools already available to counties.

Cities across California are responsible for delivering increasingly complex capital projects, including transportation improvements, water and sewer infrastructure upgrades, public safety facilities, parks, stormwater systems, and affordable housing developments. These projects are often funded through layered financing structures that combine local revenue, state grants, federal appropriations, and bond proceeds. They are delivered in a construction environment marked by material cost volatility, skilled labor shortages, supply chain disruptions, and heightened schedule pressures tied to grant deadlines and performance requirements.

Under current law, general law cities are generally required to award construction contracts to the lowest responsible bidder. While that framework remains appropriate for many projects, it can constrain a city's ability to account for important risk factors when delivering large-scale or technically complex infrastructure. Lowest bid procurement may limit the ability to meaningfully evaluate contractor experience with similar projects, demonstrated capacity to manage complex staging or coordination requirements, safety performance history, and long-term value considerations.

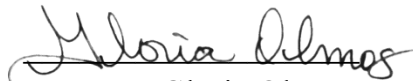
AB 1786 provides cities with an optional procurement tool that allows objective qualifications to be evaluated alongside price through a transparent and competitive process. Best value contracting does not eliminate competition or bypass accountability. Instead, it establishes clear evaluation criteria, maintains public notice and bidding requirements, requires documentation of award decisions, and preserves reporting obligations and a sunset date. Cities would retain full discretion to continue using traditional lowest responsible bidder procurement where appropriate.

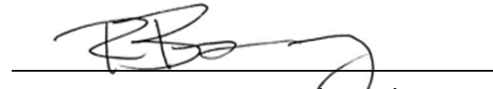
For projects involving complicated phasing, sensitive community impacts, coordination with utilities and outside agencies, or heightened safety concerns, best value contracting can reduce the risk of delays, litigation, change orders, and cost escalation. By selecting the contractor


offering the strongest overall combination of price and qualifications, cities can better safeguard taxpayer resources, improve schedule reliability, and deliver higher quality outcomes for residents.

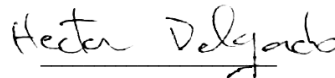
AB 1786 ensures parity between counties, cities, and qualified regional delivery entities while maintaining transparency and legislative oversight. We commend your leadership on this issue and are proud to support this legislation.

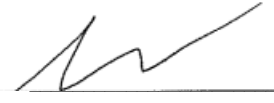
Sincerely,

  
Mayor Gloria Olmos

  
Mayor Pro Tem Rudy Bojorquez

  
Councilmember  
Manuel Acosta

  
Councilmember  
Hector Delgado

  
Councilmember  
Larry Rodriguez



## City Council Agenda Report

### Agenda Item No. 12.a.

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:**

**SUBJECT: MAYOR PRO TEM RUDY BOJORQUEZ**

1. Discussion/Action to provide a letter supporting SB 1314 Youth Over Smoke Act.

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

- A. SB 1314 ( Menjivar) Youth Over Smoke As Introduced 2.20.26

# Senate Bill 1314

## Youth Over Smoke Act

Senator Caroline Menjivar (D – San Fernando Valley)

### SUMMARY

SB 1314, the Youth Over Smoke Act, seeks to stop the proliferation of smoke shops throughout California that position themselves near sensitive areas to potentially market and make illegal and harmful products available to minors. It does so by preventing the establishment of smoke shops near schools and daycare centers, prohibiting the sale of nitrous oxide products and paraphernalia, and allowing the State and local governments to establish additional regulations for the operation of smoke shops.

### PROBLEM

By exploiting State permitting and operating rules that are designed for legitimate and reputable businesses engaging in tobacco and nicotine sales as an accessory or ancillary business (grocery stores, convenience stores, and pharmacies), smoke shops – businesses primarily engaged in the sale of tobacco, nicotine, vape products, and related paraphernalia – have proliferated throughout California with minimal oversight.

However, unlike legitimate and reputable grocery stores, convenience stores, and pharmacies, smoke shops more often skirt the law and sell a multitude of illegal and harmful products including cannabis, intoxicating hemp, kratom/7-OH, nitrous oxide, illegal flavored nicotine vapes, and magic mushrooms/psilocybin.<sup>1</sup> These smoke shops also market and sell their products to minors.<sup>2</sup> Their accessibility to minors due to their close proximity to youth sensitive locations like schools and daycare centers is incredibly

alarming on their impact on children's health and safety, especially as the state navigates a youth vaping crisis.<sup>3</sup>

### BACKGROUND

Existing State law, namely the Stop Tobacco Access to Kids Enforcement (STAKE) Act and the Cigarette and Tobacco Products Licensing Act of 2003 falls short on protecting the health and safety of children by treating all tobacco retailers the same.

State law currently does not distinguish between the different types of tobacco retailers such as a grocery store who engages in tobacco and nicotine sales as an accessory or ancillary business vs a smoke shop primarily engaged in the sale of tobacco, nicotine, vape products, and related paraphernalia which arguably pose different levels of risk to the community.

### SOLUTION

To stop proliferation of smoke shops throughout California that position themselves near sensitive areas to potentially market and make illegal and harmful products available to minors, SB 1314 will:

- Create a State level definition for smoke shops whose primary business is the sale of tobacco products that must adhere to the requirements in SB 1314;
- Impose a default sensitive use buffer of 600ft for schools and daycare centers on smoke shops effective beginning on January 1, 2028;

<sup>1</sup> Dustin Dorey. "4 San Jose smoke shops caught illegally selling mushrooms, whip-its in SJPD undercover operation." ABC, Inc. August 12, 2025. <https://abc7news.com/post/san-jose-police-bust-4-smoke-shops-illegally-selling-mushrooms-whip-its-in-sjpd-undercover-operation/>

<sup>2</sup> Anahita Jafary. "Modesto Police Cracking Down on Smoke Shops for Illegal Activity." Hearst Television. October 17, 2024. <https://www.kcra.com/article/modesto-police-smoke-shops-crack-down/62642749>

<sup>3</sup> Kevin Truong. "Tobacco Sales Suspended at 14 LA Stores for Selling to Minors." NBC Universal Media, LLC. July 29, 2014.

<https://www.nbclosangeles.com/news/local/tobacco-sales-suspended-at-14-la-stores-for-selling-to-minors/1980329/>; Phillip Palmer. "How do you address the increase in teen vaping?" KABC Television, LLC. January 28, 2022. <https://abc7.com/post/vaping-teenagers-tobacco-shops-schools/11515245/>

- Prohibit smoke shops from possessing or selling nitrous oxide or nitrous oxide paraphernalia;
- Authorize CDPH and CDTFA to develop additional regulations for the operation of smoke shops;
- Preserve local control by allowing local governments to reduce or expand the default sensitive use buffer for schools and daycare centers and to develop more stringent regulations for smoke shops locally; and
- Align within the STAKE Act so that the STAKE Act’s civil enforcement mechanisms, which include provisions allowing CDTFA to suspend or revoke tobacco licenses, apply to violations of SB 1314.

**STATUS**

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Introduced – February 20, 2026

**SUPPORT**

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None listed

**CONTACT**

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Clarissa Dominguez  
Office of Senator Caroline Menjivar  
(916) 651-4020





## City Council Agenda Report

### Agenda Item No. 12.b.

**DATE:** April 7, 2026

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

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

**SUBMITTED BY:**

**SUBJECT: COUNCILMEMBER LARRY RODRIGUEZ**

1. Discussion/Action on Buffer Zone regulations for Election Campaign Solicitation near Schools and Parks.

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**SUMMARY:**

**RECOMMENDED ACTION:**

**FISCAL/FINANCIAL IMPACT:**

**DISCUSSION:**

**ATTACHMENT(S):**

None