

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

**JUNE 9, 2020, 6:00 PM
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

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

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

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

Members of the public wishing to submit a general comment or a comment on an agenda item, can email rjuarez@soelmonte.org or call (626) 579-6540 to leave a voicemail message. All comments received by 5:00 p.m. on Tuesday, June 9, 2020 will be added to the City Council agenda as part of the public comment. The public may also view a live telecast of the meeting online at www.cityofsouthelmonte.org.



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

**ANTHONY R. TAYLOR, CITY ATTORNEY
RACHEL BARBOSA, CITY MANAGER
ROSE JUAREZ, CITY CLERK**

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Mayor Pro Tem Gracie Retamoza
3. **INVOCATION** Interim Finance Director William Fox
4. **PRESENTATIONS**

4.a. **CODE ENFORCEMENT AND PUBLIC SAFETY DEPARTMENT
REPORT FOR THE MONTHS OF MARCH, APRIL AND MAY**

The City Council will receive a report from Staff on code enforcement and public safety activities in the City.

[Code Enforcement Report](#)
[March, April, May Report](#)
[Bulky Item Report](#)

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

7. **CONSENT CALENDAR**

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

7.a. **WARRANTS**

Authorizing payment of City expenditures for the period of May 27, 2020 through June 9, 2020 totaling \$802,918.40

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-51, authorizing payment of City expenditures.

[Resolution No. 20-51](#)

7.b. **PROCLAMATION IN HONOR OF THE 70TH ANNIVERSARY OF THE KOREAN WAR AND REMEMBRANCE DAYS FROM JUNE 25TH - JULY 27, 1953**

We honor our Korean War Veterans for their immeasurable contributions to the cause of liberty. We also salute members of the armed forces, past and present, who have maintained an allied presence on the Korean Peninsula since the 1953 armistice. Their efforts to stave off aggression are worthy of our highest respect and gratitude. The City of South El Monte proclaims June 25, 2020 to July 27, 2020 as Korean Remembrance Day and the 70th Anniversary of the Korean War.

RECOMMENDED ACTION: Staff recommends that the City Council proclaim June 25, 2020 to July 27, 2020 as the 70th Anniversary of the Korean War and Remembrance Days in the City of South El Monte.

[Proclamation](#)

7.c. **BIENNIAL REVIEW OF CONFLICT OF INTEREST CODES**

The Political Reform Act requires that every local government agency review its Conflict of Interest Codes biennially. A Conflict of Interest Codes tells public officials, governmental employees, and consultants which financial interests they must disclose on their Statement of Economic Interests (Form 700).

RECOMMENDED ACTION: Staff recommends that the City Council direct staff to notify the Successor Agency to the South El Monte Improvement District and the City's sub-agencies that the City is conducting a review of the current Conflict of Interest Codes And further direct staff to proceed with the biennial review of the City's Conflict of Interest Codes to determine if there are any amendments necessary.

**7.d. CONSIDERATION OF RESOLUTIONS FOR THE NOVEMBER 3, 2020
GENERAL MUNICIPAL ELECTION**

Pursuant to California State law, the City Council must officially “call” for the November 3, 2020 General Municipal Election; request consolidation with the Los Angeles County Election of same date; and approve regulations for candidate Statements.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-52 (Calling Election), Resolution No. 20-53 (Consolidating Election), and Resolution No. 20-54 (Regulations for Candidate Statements).

[Attachment A - Resolution No. 20-52](#)

[Attachment B - Resolution No. 20-53](#)

[Attachment C - Resolution No. 20-54](#)

**7.e. CONSIDERATION OF RESOLUTION NO. 20-55, RATIFYING THE
AGREEMENT WITH NICHOLAS CONSTRUCTION AND
DEVELOPMENT CO., INC. DBA FIRE DAMAGE RESCUE FOR
SPECIALIZED CLEANING AND DISINFECTING SERVICES IN
RESPONSE TO COVID-19 AND AUTHORIZING THE EXECUTION OF
AMENDMENT NO. 1 TO THE AGREEMENT FOR A TOTAL NOT TO
EXCEED CONTRACT AMOUNT OF \$50,000**

In April 2020, the City Manager authorized the execution of an agreement with Fire Rescue Damage for specialized cleaning and disinfecting services of City facilities and vehicles in response to the COVID-19 pandemic. Staff now seeks to amend the contract to include ongoing, On-Call Services and include terms required by the Federal Emergency Management Agency (FEMA) for federal, disaster reimbursement. Staff is also requesting that the City Council ratify the agreement.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-55, ratifying the agreement with Nicholas Construction and Development Co., Inc. dba Fire Damage Rescue for specialized cleaning and disinfecting services in response to COVID-19 and authorizing the execution of Amendment No. 1 to the Agreement for a total not to exceed contract amount of \$50,000.

[Attachment A - Resolution No. 20-55](#)

[Attachment B - Amendment No. 1](#)

[Attachment C - Agreement and Change Order](#)

7.f. **CONSIDERATION OF RESOLUTION NO. 20-56, APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL PILOT E-BIKE SHARE PROGRAM (PILOT PROGRAM)**

On October 8, 2019, the City Council adopted Ordinance No. 1238, incorporating Chapter 10.26 (Pilot E-Bike Share Program) and amending Title 10 (Vehicles and Traffic) of the South El Monte Municipal Code to enable a Pilot E-Bike Share Program to be established and operated by a single E-Bike Share operator. Staff now seeks to enter into a MOA with the SGVCOG for participation in the Pilot Program.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-56, approving an MOA between the City of South El Monte and the SGVCOG for participation in the Pilot Program.

[Attachment A - Resolution No. 20-56](#)

[Attachment B - Memorandum of Agreement](#)

[Attachment C - Program Pricing](#)

[Attachment D - SGVCOG & Gotcha Agreement](#)

7.g. **CONSIDERATION OF RESOLUTION NO. 20-57, APPROVING AMENDMENT NO.1 WITH THE SAUCE CREATIVE SERVICES, CORP., EXTENDING THE CONTRACT FOR A PERIOD OF THREE YEARS AND INCREASING COMPENSATION TERMS BY \$173,359.80 FOR A FIVE YEAR CONTRACT WITH A NOT-TO-EXCEED AMOUNT OF \$285,938.28**

Staff is seeking to extend the contract with The Sauce Creative Services to an additional three years to March 27, 2023, due to the quality newsletter publishing services it has provided the City, with an increased compensation terms of \$173,359.80 for a five year contract with a not-to-exceed amount of \$285,938.28.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-57, approving Amendment No. 1 with The Sauce Creative Services, extending the contract for period of three years and increasing compensation terms by \$173,359.80 for a five year contract with a not-to-exceed amount of \$285,938.28

[Attachment A - Resolution No. 20-57](#)

[Attachment B - Amended Agreement](#)

7.h. CONSIDERATION OF RESOLUTION NO. 20-58, APPROVAL OF THE EMPLOYMENT AGREEMENT FOR CITY CLERK

Adoption of Resolution No. 20-58, consenting to the appointment of Donna Schwartz as City Clerk and approving an employment agreement between the City of South El Monte and Donna Schwartz.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-58, approving an employment agreement with Donna Schwartz and consenting to her appointment as City Clerk.

[Attachment A - Resolution No. 20-58](#)

[Attachment B - City Clerk Employment Agreement](#)

7.i. CONSIDERATION OF RESOLUTION NO. 20-59, AWARDING AN AGREEMENT TO EMERGENCY PLANNING CONSULTANTS (EPC) TO PROVIDE CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN AMOUNT NOT TO EXCEED \$35,000

On April 14, 2020, the City Council approved a Request for Proposals for Consulting Services to Update the City's LHMP (RFP) and to solicit proposals. Proposals were due on May 4, 2020 at 2:00 p.m. in which a total of two (2) proposals were received. Staff seeks to award a contract to EPC to aid the city in updating its LHMP.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-59, awarding an agreement to EPC to provide consulting services to update the City's Local Hazard Mitigation Plan (LHMP) in an amount not to exceed \$35,000.

[Attachment A - Resolution No. 20-59](#)

[Attachment B - Agreement](#)

[Attachment C - Proposal](#)

7.j. CONSIDERATION OF RESOLUTION NO. 20-60, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH COUNCIL FOR WATERSHED HEALTH (CWH) FOR ADMINISTRATIVE OVERSIGHT SERVICES FOR THE MERCED AVENUE GREENWAY PROJECT (PROJECT) TO INCREASE COMPENSATION TERMS BY \$13,791 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$751,697

CWH was contracted to provide administrative oversight services for the Project in an amount not to exceed \$724,756 in which services were effective from November 1, 2017 through June 30, 2019. Contract amendments have since been executed to extend the term of the contract

and increase compensation terms to a total not to exceed contract amount of \$737,906. Staff now seeks to amend the contract to increase compensation for project design.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-60, approving Amendment No. 3 to the Agreement with CWH for Administrative Oversight Services for the Project to increase compensation terms by \$13,791 for a total not-to-exceed contract amount of \$751,697.

[Attachment A - Resolution No. 20-60](#)

[Attachment B - Amendment No. 3](#)

8. PUBLIC HEARINGS

8.a. CONSIDERATION OF ORDINANCE NO. 1247, AMENDING ZONING DESIGNATION (ZONE CHANGE NO. 19-22) FROM MANUFACTURING TO MULTI FAMILY RESIDENTIAL FOR PROPERTIES LOCATED AT 2610-2634 CHICO AVENUE, RESOLUTION NO. 20-62, APPROVING MITIGATED NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT TO CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM INDUSTRIAL TO MEDIUM DENSITY RESIDENTIAL

The proposed Ordinance No. 1247 will rezone the four parcels located at 2610-2634 Chico Avenue ("Property") from "Manufacturing" to "Multi Family Residential". The proposed Resolution No. 20-62 will change the Land Use designation of the Property from "Industrial" to "Medium Density Residential", to allow for the construction of 72 residential condominiums ("Project"). Along with the rezoning and land use change, a Mitigated Negative Declaration was prepared with a Mitigated Monitoring Program in association with the Project.

RECOMMENDED ACTION: Staff recommends that the City Council conduct the first reading of Ordinance No. 1247, Zone Change (No. 19-22) to change the zoning designation for properties located at 2610-2634 Chico Avenue and adopt Resolution No. 20-62 approving a Mitigated Negative Declaration and General Plan Amendment (No. 19-22) to change the Land Use designation.

[Attachment A - Ordinance No. 1247](#)

[Attachment B - Resolution No. 20-62](#)

[Attachment C - Initial Study and Mitigated Negative Declaration](#)

[Attachment D - Mitigated Monitoring Program](#)

9. GENERAL BUSINESS

9.a. SCHEDULING FISCAL YEAR 2020-21 BUDGET STUDY SESSION DATES

Each year the City performs budget workshop sessions to review the proposed annual budget for the new fiscal year. During this time, the City Council reviews the prior year budget to actual results, proposed revenues and expenditures, program activities, and assumptions used in developing the budget. This item is to establish the dates and times for the upcoming budget workshop sessions.

RECOMMENDED ACTION: Staff recommends that the City Council select dates and times for the 2020-21 budget study sessions to be conducted prior to approval of the annual budget.

9.b. CONSIDERATION OF RESOLUTION NO. 20-61, AMENDING THE TRAFFIC THRESHOLD OF SIGNIFICANCE FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) TO VEHICLE MILES TRAVELED (VMT) RATHER THAN LEVEL OF SERVICE (LOS)

Changes in CA state law require the City to adopt new CEQA thresholds of significance for transportation impacts. For the purposes of CEQA these changes will modify how the City evaluates projects for transportation impacts. Specifically, the City is required to use VMT instead of LOS as the metric to evaluate transportation impacts in CEQA documents such as Environmental Impact Reports. Outside of the CEQA process, the City can choose to continue to evaluate projects using the LOS metric. Based on guidance provided through an implementation process led by the San Gabriel Council of Governments, City staff have prepared new CEQA transportation impact thresholds. This report summarizes the CA state mandate that requires modifying the CEQA thresholds, discusses the City staff recommendations, and includes a draft Resolution to adopt the new CEQA transportation thresholds.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-61, finding that the action is exempt from CEQA and adopt the proposed thresholds of significance.

[Attachment A - Resolution No. 20-61](#)

[Attachment B - List of Projects](#)

[Attachment C - Low VMT Areas](#)

[Attachment D - Transit Priority Map](#)

9.c. CREATION OF THE SOUTH EL MONTE HOMELESS SERVICES COMMITTEE

Due to the ongoing increase in the number of homeless individuals in the City of South El Monte and the uncertainty of housing affordability from the negative impacts of the COVID19 pandemic, the City Council wishes to create the South El Monte Homeless Services Committee to find solutions to combat homelessness in the City.

RECOMMENDED ACTION: Staff recommends that the City Council review, discuss and provide feedback on the proposed South El Monte Homeless Services Committee that will establish a community-wide approach to combating homelessness in the City. The discussion will include topics such as the member selection process, the frequency of meetings and the role of committee members.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. CORRESPONDENCE FROM THE SOUTH EL MONTE HIGH SCHOOL CHEER SQUAD REQUESTING SPONSORSHIP FOR EQUIPMENT, DUE TO LACK OF FUNDING OPPORTUNITIES FROM COVID-19

South El Monte High School is a 501(c)(3) Non-Profit institution, the school and sports departments depend on fundraising to supplement costs of equipment, events and supplies.

RECOMMENDED ACTION: Staff recommends that the City Council review the request from South El Monte High School Cheer and adhere to the \$500 limit set forth by City Council action.

[Request Letter](#)

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR PRO TEM GRACIE RETAMOZA

1. Update on the Services Provided by Costar and HDL

12.b. COUNCILMEMBER MANUEL ACOSTA

1. Consideration of Sponsoring The El Monte Promise Foundation in collaboration with El Monte Union High School District to raise \$10,000 for graduation banners and signs recognizing the Class of 2020. Deadline is June 10, 2020.

12.c. MAYOR GLORIA OLMOS

1. Discussion of waiving the traffic control fees of the \$1,600 for the cost of the Shively Middle School, Valle Lindo School District, 8th Grade Promotion Parade scheduled for Friday, June 12, 2020.

2. Set No Tolerance Policy & Procedures for any type of racial discrimination by law enforcement personnel assigned to South El Monte.

3. Advise South El Monte businesses of the opportunity to partner with Greater El Monte Hospital to accommodate large groups for COVID-19 testing.

13. CLOSED SESSION

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

City Negotiator: City Manager

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

14. ADJOURNMENT

City of South El Monte

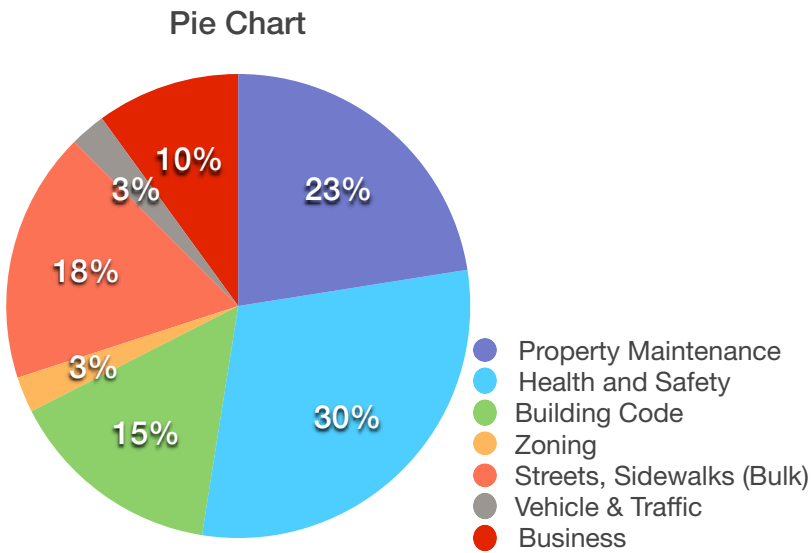
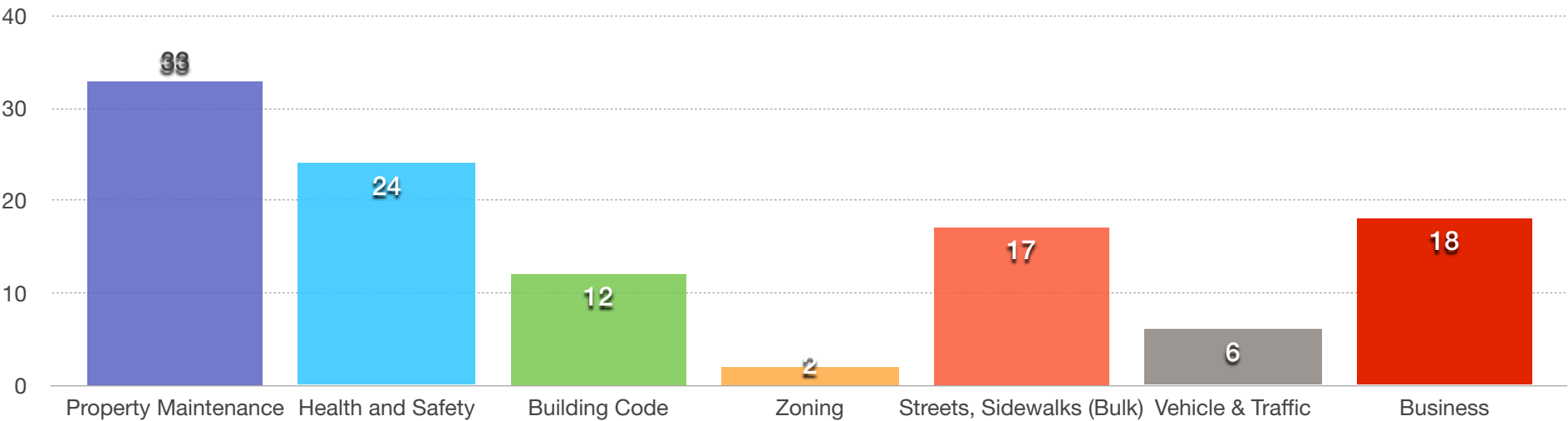
CODE ENFORCEMENT

The Code Enforcement Division continues to work with the Community to address the homeless situation, substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformity with the City Zoning and Building ordinances and State and County Health Code



Code Enforcement Cases / March - May 2020

TOPICS	MAR	APR	MAY	TOTAL
Property Maintenance	9	2	22	33
Health and Safety	12	10	2	24
Building Code	6	4	2	12
Zoning	1	0	1	2
Streets, Sidewalks (Bulk)	7	2	8	17
Vehicle & Traffic	1	1	4	6
Business	4	2	12	18
Total.				112



**CODE ENFORCEMENT REPORT
MARCH-APRIL-MAY 2020**

Case #	Topic	Status	Date	Assigned To	Address
1 CE-20-0177	Health & Safety/Public Nuisance	Closed	3/2/2020	Raul Rodriguez	1859 DURFEE AVE
2 CE-20-0178	Building Code	Open	3/4/2020	Raul Rodriguez	9709 ALPACA ST
3 CE-20-0179	Building Code	Closed	3/4/2020	Raul Rodriguez	1500 CHICO AVE
4 CE-20-0180	Health & Safety/Public Nuisance	Closed	3/4/2020	Chris Alvarez	1415 Santa Anita
5 CE-20-0181	Business	Closed	3/4/2020	Chris Alvarez	1952 Central
6 CE-20-0183	Business	Closed	3/4/2020	Chris Alvarez	2447 LEE AVE
7 CE-20-0251	Vehicle & Traffic	Closed	3/4/2020	Joe Martinez	10900 Michael Hunt
8 CE-20-0182	Zoning	Closed	3/4/2020	Chris Alvarez	2663 Humbert
9 CE-20-0192	Streets, Sidewalks, and Public Places	Closed	3/5/2020	Joe Martinez	2443 TAMORA AVE
10 CE-20-0185	Property Maintenance	Open	3/5/2020	Joe Martinez	2545 CENTRAL AVE
11 CE-20-0184	Property Maintenance	Closed	3/6/2020	Chris Alvarez	1629 STROZIER AVE
12 CE-20-0252	Building Code	Closed	3/7/2020	Joe Martinez	1328 Santa Anita
13 CE-20-0186	Streets, Sidewalks, and Public Places	Closed	3/12/2020	Chris Alvarez	1570 DURFEE AVE
14 CE-20-0190	Business	Closed	3/15/2020	Raul Rodriguez	2610 CHICO AVE
15 CE-20-0188	Business	Closed	3/16/2020	Joe Martinez	2208 Continental Ave
16 CE-20-0189	Building Code	Closed	3/16/2020	Joe Martinez	2012 Parkway Dr
17 CE-20-0187	Building Code	Closed	3/16/2020	Joe Martinez	11103 MAPLEFIELD ST
18 CE-20-0199	Streets, Sidewalks, and Public Places	Closed	3/18/2020	Chris Alvarez	10741 Klingerman
19 CE-20-0200	Building Code	Closed	3/18/2020	Chris Alvarez	9711 Garvey
20 CE-20-0201	Health & Safety/Public Nuisance	Closed	3/18/2020	Chris Alvarez	10936 MICHAEL HUNT DR
21 CE-20-0202	Health & Safety/Public Nuisance	Closed	3/18/2020	Chris Alvarez	10743 Klingerman st
22 CE-20-0253	Streets, Sidewalks, and Public Places	Closed	3/23/2020	Joe Martinez	1342 ALLGEYER AVE
23 CE-20-0254	Property Maintenance	Closed	3/23/2020	Joe Martinez	1533 PECK RD
24 CE-20-0191	Property Maintenance	Closed	3/23/2020	Joe Martinez	2429 CENTRAL AVE
25 CE-20-0255	Property Maintenance	Closed	3/23/2020	Joe Martinez	1536 PECK RD
26 CE-20-0256	Property Maintenance	Closed	3/23/2020	Joe Martinez	11505 MICHAEL HUNT DR
27 CE-20-0257	Property Maintenance	Closed	3/23/2020	Joe Martinez	2429 CENTRAL AVE
28 CE-20-0249	Streets, Sidewalks, and Public Places	Closed	3/23/2020	Joe Martinez	2400 SANTA ANITA AVE
29 CE-20-0204	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	11409 FARNDON ST
30 CE-20-0205	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	10913 DANIELSON DR

**CODE ENFORCEMENT REPORT
MARCH-APRIL-MAY 2020**

31	CE-20-0206	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	1529 LEAFDALE AVE
32	CE-20-0207	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	2505 SANTA ANITA AVE
33	CE-20-0173	Streets, Sidewalks, and Public Places	Closed	3/25/2020	Raul Rodriguez	1403 DURFEE AVE
34	CE-20-0208	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	11481 FARNDON ST
35	CE-20-0209	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	11035 GALAX ST
36	CE-20-0210	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	9519 GIOVANE ST
37	CE-20-0203	Health & Safety/Public Nuisance	Closed	3/25/2020	Chris Alvarez	10340 SCHMIDT RD
38	CE-20-0258	Streets, Sidewalks, and Public Places	Closed	3/30/2020	Joe Martinez	11120 MICHAEL HUNT DR
39	CE-20-0259	Property Maintenance	Closed	3/30/2020	Joe Martinez	1600 Durfee
40	CE-20-0250	Property Maintenance	Closed	3/30/2020	Joe Martinez	1603 ALLGEYER AVE
41	CE-20-0211	Health & Safety/Public Nuisance	Closed	4/1/2020	Chris Alvarez	11029 MAPLEFIELD ST
42	CE-20-0212	Property Maintenance	Closed	4/1/2020	Chris Alvarez	1615 MERCED AVE
43	CE-20-0213	Streets, Sidewalks, and Public Places	Closed	4/1/2020	Chris Alvarez	9432 GARVEY AVE
44	CE-20-0284	Building Code	Closed	4/6/2020	Joe Martinez	1656 DURFEE AVE
45	CE-20-0285	Business	Closed	4/6/2020	Joe Martinez	10761 Elliott
46	CE-20-0286	Health & Safety/Public Nuisance	Closed	4/6/2020	Joe Martinez	1171 DURFEE AVE
47	CE-20-0214	Health & Safety/Public Nuisance	Closed	4/8/2020	Chris Alvarez	10428 RUSH ST
48	CE-20-0215	Health & Safety/Public Nuisance	Closed	4/8/2020	Chris Alvarez	11355 LINARD ST
49	CE-20-0282	Health & Safety/Public Nuisance	Closed	4/13/2020	Joe Martinez	995 Lexington Gallatin Road
50	CE-20-0283	Health & Safety/Public Nuisance	Closed	4/13/2020	Joe Martinez	2041 DURFEE AVE
51	CE-20-0217	Health & Safety/Public Nuisance	Closed	4/15/2020	Chris Alvarez	1522 ALLGEYER AVE
52	CE-20-0218	Health & Safety/Public Nuisance	Closed	4/15/2020	Chris Alvarez	2041 Peck rd
53	CE-20-0197	Vehicle & Traffic	Closed	4/16/2020	Joe Martinez	2219 Caminar Ave
54	CE-20-0198	Health & Safety/Public Nuisance	Closed	4/16/2020	Joe Martinez	5318 Buffington Road
55	CE-20-0196	Business	Closed	4/20/2020	Joe Martinez	2410 CONTINENTAL AVE
56	CE-20-0220	Health & Safety/Public Nuisance	Closed	4/22/2020	Chris Alvarez	10829 MICHAEL HUNT DR
57	CE-20-0219	Streets, Sidewalks, and Public Places	Closed	4/22/2020	Chris Alvarez	2020 Potrero
58	CE-20-0216	Property Maintenance	Closed	4/29/2020	Chris Alvarez	2552 HAVENPARK AVE
59	CE-20-0193	Building Code	Open	4/30/2020	Chris Alvarez	10405 ENLOE ST
60	CE-20-0194	Building Code	Open	4/30/2020	Chris Alvarez	11144 MAPLEFIELD ST
61	CE-20-0195	Building Code	Open	4/30/2020	Chris Alvarez	1340 KAYFORD AVE
62	CE-20-0281	Streets, Sidewalks, and Public Places	Closed	5/4/2020	Joe Martinez	

CODE ENFORCEMENT REPORT
MARCH-APRIL-MAY 2020

63	CE-20-0248	Property Maintenance	Closed	5/5/2020	Joe Martinez	9661 GARVEY AVE
64	CE-20-0221	Property Maintenance	Closed	5/6/2020	Chris Alvarez	2607 Loma
65	CE-20-0222	Business	Closed	5/6/2020	Chris Alvarez	2105 CENTRAL AVE
66	CE-20-0223	Property Maintenance	Closed	5/6/2020	Chris Alvarez	10900 FAWCETT AVE
67	CE-20-0224	Health & Safety/Public Nuisance	Closed	5/6/2020	Chris Alvarez	2400 SANTA ANITA AVE
68	CE-20-0225	Health & Safety/Public Nuisance	Closed	5/6/2020	Chris Alvarez	2508 MERCED AVE
69	CE-20-0226	Streets, Sidewalks, and Public Places	Closed	5/6/2020	Chris Alvarez	2319 MERCED AVE
70	CE-20-0227	Property Maintenance	Closed	5/6/2020	Chris Alvarez	9220 Mabel
71	CE-20-0228	Property Maintenance	Closed	5/6/2020	Chris Alvarez	2205 LOMA AVE
72	CE-20-0229	Property Maintenance	Closed	5/6/2020	Chris Alvarez	2325 LOMA AVE
73	CE-20-0230	Property Maintenance	Closed	5/6/2020	Chris Alvarez	2737 Loma
74	CE-20-0231	Property Maintenance	Closed	5/6/2020	Chris Alvarez	2521 LOMA AVE
75	CE-20-0232	Property Maintenance	Closed	5/6/2020	Chris Alvarez	2500 Rosemead
76	CE-20-0279	Property Maintenance	Closed	5/9/2020	Joe Martinez	1533 PECK RD
77	CE-20-0280	Business	Closed	5/9/2020	Joe Martinez	2006 Durfee
78	CE-20-0268	Vehicle & Traffic	Closed	5/11/2020	Joe Martinez	10155 RUSH ST
79	CE-20-0269	Vehicle & Traffic	Closed	5/11/2020	Joe Martinez	10155 RUSH ST
80	CE-20-0277	Property Maintenance	Closed	5/11/2020	Joe Martinez	10316 ENLOE ST
81	CE-20-0278	Business	Closed	5/11/2020	Joe Martinez	2031 Peck
82	CE-20-0270	Business	Closed	5/12/2020	Joe Martinez	1611 Durfee
83	CE-20-0271	Business	Closed	5/12/2020	Joe Martinez	1611 Durfee
84	CE-20-0272	Business	Closed	5/12/2020	Joe Martinez	1611 Durfee
85	CE-20-0273	Property Maintenance	Closed	5/12/2020	Joe Martinez	2044 Tyler
86	CE-20-0274	Property Maintenance	Closed	5/12/2020	Joe Martinez	1743 Maxson
87	CE-20-0275	Vehicle & Traffic	Closed	5/12/2020	Joe Martinez	1600 Maxson
88	CE-20-0276	Zoning	Closed	5/12/2020	Joe Martinez	1564 DURFEE AVE
89	CE-20-0267	Business	Closed	5/12/2020	Joe Martinez	1954 DURFEE AVE
90	CE-20-0233	Business	Closed	5/13/2020	Chris Alvarez	9635 RUSH ST
91	CE-20-0235	Property Maintenance	Closed	5/13/2020	Chris Alvarez	2217 LOMA AVE
92	CE-20-0236	Property Maintenance	Closed	5/14/2020	Chris Alvarez	2315 Loma
93	CE-20-0237	Property Maintenance	Closed	5/14/2020	Chris Alvarez	2521 LOMA AVE
94	CE-20-0266	Streets, Sidewalks, and Public Places	Closed	5/14/2020	Joe Martinez	2066 Mountain View Rd.

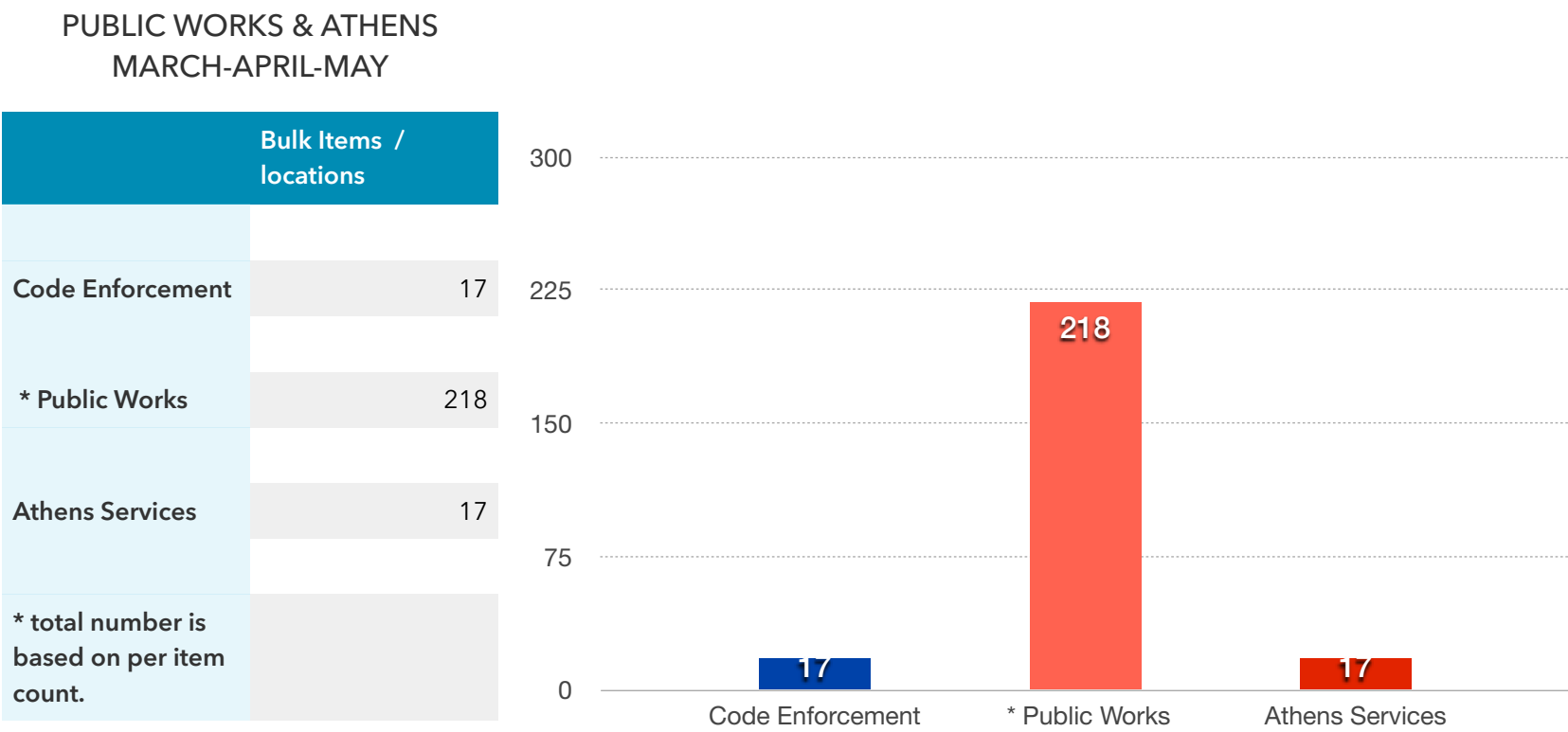
CODE ENFORCEMENT REPORT
MARCH-APRIL-MAY 2020

95	CE-20-0263	Business	Closed	5/17/2020	Joe Martinez	1858 DURFEE AVE
96	CE-20-0264	Business	Closed	5/17/2020	Joe Martinez	2006 Durfee
97	CE-20-0265	Business	Closed	5/17/2020	Joe Martinez	12330 Rush
98	CE-20-0260	Streets, Sidewalks, and Public Places	Closed	5/20/2020	Joe Martinez	1645 MAXSON RD
99	CE-20-0262	Business	Closed	5/20/2020	Joe Martinez	9635 RUSH ST
100	CE-20-0234	Building Code	Open	5/20/2020	Joe Martinez	11267 LINARD ST
101	CE-20-0287	Streets, Sidewalks, and Public Places	Closed	5/21/2020	Joe Martinez	1743 Maxson
102	CE-20-0238	Building Code	Closed	5/22/2020	Chris Alvarez	2429 CENTRAL AVE
103	CE-20-0239	Vehicle & Traffic	Closed	5/22/2020	Chris Alvarez	1214 PENN MAR AVE
104	CE-20-0240	Property Maintenance	Closed	5/22/2020	Chris Alvarez	1207 PENN MAR AVE
105	CE-20-0241	Streets, Sidewalks, and Public Places	Closed	5/22/2020	Chris Alvarez	11200 CENTRAL AVE
106	CE-20-0242	Property Maintenance	Closed	5/22/2020	Chris Alvarez	1612 Santa Anita
107	CE-20-0261	Property Maintenance	Closed	5/25/2020	Joe Martinez	1533 PECK RD
108	CE-20-0246	Property Maintenance	Open	5/28/2020	Chris Alvarez	10900 FAWCETT AVE
109	CE-20-0243	Property Maintenance	Open	5/29/2020	Chris Alvarez	1603 SANTA ANITA AVE
110	CE-20-0244	Streets, Sidewalks, and Public Places	Open	5/29/2020	Chris Alvarez	2129 SEAMAN AVE
111	CE-20-0245	Streets, Sidewalks, and Public Places	Closed	5/29/2020	Chris Alvarez	2222 SEAMAN AVE
112	CE-20-0247	Property Maintenance	Open	5/29/2020	Chris Alvarez	1603 SANTA ANITA AVE

Code Enforcement

BULK ITEMS REPORT MARCH-APRIL-MAY 2020

Case #	Topic	Statuses	Assigned To	Date Entered	Address	Item Description
1. CE- 20-0192	Street,Sidewalks & Public Places	Open	Joe Martinez	3/5/20	2443 Tamara Ave.	
2. CE- 20-0186	Street,Sidewalks & Public Places	Closed	Chris Alvarez	3/12/20	1570 Durfee Avenue	
3. CE- 20-0199	Street,Sidewalks & Public Places	Closed	Chris Alvarez	3/18/20	10741 Klingerman	
4. CE- 20-0249	Street,Sidewalks & Public Places	Closed	Joe Martinez	3/23/20	2400 Santa Anita Ave.	
5. CE- 20-0253	Street,Sidewalks & Public Places	Closed	Joe Martinez	3/23/20	1342 Allgeyer Avenue	
6. CE- 20-0173	Street,Sidewalks & Public Places	Closed	Raul Rodriguez	3/25/20	1403 Durfee Avenue	Mattress and box spring
7. CE- 20-0258	Street,Sidewalks & Public Places	Closed	Joe Martinez	3/30/20	11120 Michael Hunt Dr.	
8. CE- 20-0213	Street,Sidewalks & Public Places	Closed	Chris Alvarez	4/1/20	9432 Garvey Ave.	
9. CE- 20-0219	Street,Sidewalks & Public Places	Closed	Chris Alvarez	4/22/20	2020 Potrero Avenue	
10. CE- 20-0281	Street,Sidewalks & Public Places	Closed	Joe Martinez	5/4/20		
11. CE- 20-0226	Street,Sidewalks & Public Places	Closed	Chris Alvarez	5/6/20	2319 Merced Ave.	
12. CE- 20-0266	Street,Sidewalks & Public Places	Closed	Joe Martinez	5/14/20	2066 Mountain View Rd.	
13. CE- 20-0260	Street,Sidewalks & Public Places	Closed	Joe Martinez	5/20/20	1645 Maxson Road	
14. CE- 20- 0287	Street,Sidewalks & Public Places	Closed	Joe Martinez	5/21/2020	1743 Maxson Rd.	
15. CE- 20-0241	Street,Sidewalks & Public Places	Closed	Chris Alvarez	5/22/20	11200 Central Ave.	Miscellaneous car parts
16. CE- 20-0244	Street,Sidewalks & Public Places	Open	Chris Alvarez	5/29/20	2129 Seaman Ave.	
17. CE- 20- 0245	Street,Sidewalks & Public Places	Closed	Chris Alvarez	5/29/20	2222 Seaman Avenue	





City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of May 27, 2020 through June 9, 2020 totaling \$802,918.40

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-51, authorizing payment of City expenditures.

ATTACHMENTS:
[Resolution No. 20-51](#)

RESOLUTION NO. 20-51

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING
CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF MAY 27, 2020
THROUGH JUNE 9, 2020 TOTALING \$802,918.40

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

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



Interim Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 19/20	Electronic Warrants	05/27/2020 – 06/09/2020	4000-4004	97,762.22
FY 19/20	Hand Typed Warrants	05/27/2020 – 06/09/2020	135857-135859	5,555.96
FY 19/20	Regular Warrants	05/27/2020 – 06/09/2020	135860-136030	585,601.46
Payroll	Manual Check	PPE 05/30/2020	27166-27169	1,565.71
Payroll	Check	PPE 05/30/2020	27156-27165	7,714.74
Payroll	Direct Deposit	PPE 05/30/2020	756842-756943	104,718.31
	Total Warrants			<u>\$802,918.40</u>

TOTAL EXPENDITURES RESOLUTION NO. 20-51 \$802,918.40

PASSED, APPROVED, AND ADOPTED this 9th day of June 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-51, 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 9th day of June 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	01	ABRAHAM SANCHEZ	136009	6/2/2020	TBALL REFUND AARON S.	67.00
						\$67.00
20	011701750	ACRYLATEX COATINGS & RECYCLING	135861	6/2/2020	PAINT GRAFFITI REMOVE	1,795.86
						\$1,795.86
20	01	ADRIANA CASTRO	135899	6/2/2020	EXT.DAYMAR'20 ALYSSA	30.00
						\$30.00
20	011701750	AIRGAS USA, LLC	135863	6/2/2020	ELECTROLYTE FOR STAFF	342.35
						\$342.35
20	011001030	ALESHIRE & WYNDER, LLP	135864	6/2/2020	APR'20 ADDITIONALSVC	53.00
20	011001030		135864	6/2/2020	APR'20 REIMBURSABLE	75.00
20	011001030		135864	6/2/2020	APR'20 FINANCE	150.50
20	011001030		135864	6/2/2020	APR'20 ADDITIONALSVC	1,050.50
20	011001030		135864	6/2/2020	APR'20 CODE ENFORCEMEN	1,440.50
20	011001030		135864	6/2/2020	APR'20 ADDITIONALSVC	1,585.50
20	011001030		135864	6/2/2020	MAR'20 REIMBURSABLE	2,350.00
20	011001030		135864	6/2/2020	APR'20 REFUSE LEGAL	3,653.00
20	011001030		135864	6/2/2020	APR'20 PUBICWORKS/ENG	5,730.50
20	011001030		135864	6/2/2020	APR'20 LITGATION	6,282.00
20	011001030		135864	6/2/2020	APR'20 SPECIALPROJECT	6,313.00
20	011001030		135864	6/2/2020	APR'20 AUDIT	7,837.50
20	011001030		135864	6/2/2020	APR'20 GENERAL LEGAL	7,847.00
20	011001030		135864	6/2/2020	MAR'20 PLANNING LEGAL	9,309.50
20	011001030		135864	6/2/2020	MAR'20 PERSONNEL LEGA	12,979.50
20	011001030		135864	6/2/2020	MAR'20 GENERAL LEGAL	17,146.50
						\$83,803.50
20	01	ALEXANDRIA PRECIADO	135992	6/2/2020	TBALL REFUND DOMINICK	40.00
						\$40.00
20	01	ALICE BARCELO	135880	6/2/2020	TBALL REFUND JAXSON	40.00
						\$40.00
20	01	ALICIA RANGEL	135997	6/2/2020	TBALL REFUND JAYLENE	40.00
						\$40.00
20	01	ALMA BARAJAS	135879	6/2/2020	EXT.DAY MAR'20 LUCAS	30.00
						\$30.00
20	01	ALYSSA GOMEZ	135936	6/2/2020	TBALL REFUND SOPHIA	40.00
						\$40.00
20	011001040	AMAZON CAPITAL SERVICES, INC	135869	6/2/2020	INSURNACE FOR LENS	40.57
20	011001040		135869	6/2/2020	CAMERA LENS/SELFIE ST	366.25
						\$406.82
20	01	AMBER GARCIA	135870	6/2/2020	TBALL REFUND DOMINIK	40.00
						\$40.00
20	01	AMENDA AYALA	135878	6/2/2020	TBALL REFND S.MIRAMON	40.00
						\$40.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	01	ANABELLY RODRIGUEZ	136003	6/2/2020	TBALL REFND J.MENDOZA	40.00
						\$40.00
20	01	ANAIH MARQUEZ	135960	6/2/2020	TBALL REFUND JAYDEN	40.00
						\$40.00
20	01	ANAYSA JANAE ALVAREZ	135866	6/2/2020	TBALL RFND CASTANEDA	40.00
						\$40.00
20	01	ANDRES GUTIERREZ	135943	6/2/2020	TBALL REFUND LUKAS	40.00
						\$40.00
20	01	ANDREW DOMINGUEZ	135919	6/2/2020	TBALL REFUND JAXON	40.00
						\$40.00
20	01	ANGELA BARRAZA	135881	6/2/2020	EXT.DAYMAR'20 SAMANTH	27.50
20	01		135881	6/2/2020	EXT.DAYMAR'20 NATHAN	30.00
20	01		135881	6/2/2020	TBALL REFUND GIRON	40.00
						\$97.50
20	01	ANGELICA BERNAL	135883	6/2/2020	TBALL REFUND JOSHUA	30.00
20	01		135883	6/2/2020	TBALL REFUND JECETT	40.00
						\$70.00
20	01	ANIBAL MENDOZA	135968	6/2/2020	TBALL REFUND ERICK M.	40.00
						\$40.00
20	01	ANNETT DELGADO	135918	6/2/2020	TBALL REFUND SARAH	40.00
20	01		135918	6/2/2020	TBALL REFND (2)AGUILA	70.00
						\$110.00
20	01	ANNETTE GRANADOS	135942	6/2/2020	EXT.DAY MAR'20 DEREK	30.00
						\$30.00
20	01	ANNETTE VILLANUEVA	136026	6/2/2020	TBALL REFUND DYLAN	67.00
						\$67.00
20	01	ANNMARIE HERNANDEZ	135946	6/2/2020	TBALL REFUND H.ORTIZ	67.00
						\$67.00
20	01	ANTHONY ALVARADO	135865	6/2/2020	TBALL REFUND ANTHONY	40.00
						\$40.00
20	01	ANTONIO PIMIENTA	135989	6/2/2020	TBALL REFUND ALINA	40.00
						\$40.00
20	01	ANTONIO REYES	135998	6/2/2020	TBALL REFUND AARON	40.00
						\$40.00
20	01	ANTONIO RUIZ	136008	6/2/2020	TBALL REFUND E.RUIZ	40.00
						\$40.00
20	01	ARACELI HERNANDEZ	135947	6/2/2020	EXT.DAY MAR'20 GARCIA	30.00
						\$30.00
20	01	ARACELI VALENZUELA	136021	6/2/2020	EXT.DAYMAR'20 BRIANNA	27.50
20	01		136021	6/2/2020	EXT.DAY MAR'20 AMBER	30.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$57.50
20	01	ARELY CASTANEDA	135898	6/2/2020	TBALL REFUND NATALIA	40.00
						\$40.00
20	01	ARIANA FERNANDEZ	135922	6/2/2020	TBALL REFUND BRANDON	40.00
						\$40.00
20	011301330	AT&T	135873	6/2/2020	4/15-5/14 BAN 1037026	0.04
20	011301330		135873	6/2/2020	4/15-5/14 BAN 1034755	20.73
20	011301330		135873	6/2/2020	4/15-5/14 BAN 1034756	40.92
						\$61.69
20	011001020	AT&T TELECONFERENCE SERVICES	135874	6/2/2020	4/1-5/1 AUDIO/WEB CON	101.02
						\$101.02
20	011701750	ATHENS SERVICES	135875	6/2/2020	MAY'20 PARKING SWEEP	464.63
20	011701760		135875	6/2/2020	MAY'20 STREET SWEEP	5,133.29
						\$5,597.92
20	01	BERENICE GOMEZ	135937	6/2/2020	TBALL REFUND NATHAN	40.00
						\$40.00
20	01	BERNICE ALVAREZ	135867	6/2/2020	TBALL REFUND AUGUSTO	67.00
						\$67.00
20	01	BERTHA CRUZ	135913	6/2/2020	TBALL REFUND CRUZ	30.00
20	01		135913	6/2/2020	TBALL REFUND LUIS	40.00
						\$70.00
20	011701020	BORREGO SOLAR SYSTEM, INC	135884	6/2/2020	SOLAR SYSTEM MTNC	385.00
20	011701020		135884	6/2/2020	SOLAR SYSTEM MTNC	385.00
						\$770.00
20	01	BRIANA ROSALES	136007	6/2/2020	TBALL REFUND O.ROSALES	40.00
						\$40.00
20	011701020	CALIFORNIA COMMUNICATIONS	135891	6/2/2020	APR-MAY'20 BRIDGE	680.00
						\$680.00
20	011601630	CAPITOL DOOR SERVICE SO. CALIFOR	135897	6/2/2020	MCTR DOOR REPAIRS	1,685.45
						\$1,685.45
20	01	CARLOS DOMINGUEZ	135920	6/2/2020	TBALL REFUND MICHAEL	40.00
						\$40.00
20	01	CECILIA NERI	135977	6/2/2020	TBALL REFUND FABIOLA	40.00
						\$40.00
20	01	CHRISTINA D. COVARRUBIAS	135912	6/2/2020	TBALL REFUND ANDREW	67.00
20	01		135912	6/2/2020	TBALL REFUND ALEXANDE	67.00
						\$134.00
20	01	CHRISTINA KELLY	135950	6/2/2020	TBALL REFUND SCARLET	40.00
						\$40.00
20	01	CHUNG K. VOONG	136027	6/2/2020	EXT.DAYMAR'20 VINCENT	30.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$30.00
20	01	CONNIE WOOLEGE	136029	6/2/2020	EXT.DAY MAR'20 CARSON	30.00
						\$30.00
20	689009000	COUNCIL FOR WATERSHED HEALTH	135908	6/2/2020	DEC'19 - CWH #407	703.04
20	689009000		135908	6/2/2020	DEC'19-CLIMATERES#407	2,818.73
20	689009000		135908	6/2/2020	DEC'19 - TETRA #407	17,643.50
20	689009000		135909	6/2/2020	JAN'20 - SGV- #407	1,500.00
20	689009000		135909	6/2/2020	JAN'20 CLIMATERES#407	2,239.11
20	689009000		135909	6/2/2020	JAN'20 - CWH #407	5,281.10
20	689009000		135909	6/2/2020	JAN'20 - TETRA #407	15,800.75
20	689009000		135910	6/2/2020	FEB'20-CLIMATERES#407	502.30
20	689009000		135910	6/2/2020	FEB'20 - SGV #407	750.00
20	689009000		135910	6/2/2020	FEB'20 - CWH #407	867.17
20	689009000		135910	6/2/2020	FEB'20 - TETRA #407	1,245.48
20	689009000		135911	6/2/2020	MAR'20-CLIMATERES#407	162.17
20	689009000		135911	6/2/2020	MAR'20 - SGV #407	1,000.00
20	689009000		135911	6/2/2020	MAR'20 - CWH #407	1,512.39
20	689009000		135911	6/2/2020	MAR'20 - TETRA #407	6,565.00
						\$58,590.74
20	01	CRISTINA FONSECA	135924	6/2/2020	TBALL REFUND SCARLETT	40.00
						\$40.00
20	01	CRYSTAL RAMIREZ	135994	6/2/2020	TBALL REFUND CARLOS	40.00
						\$40.00
20	01	CYNTHIA DE HARO	135916	6/2/2020	EXT.DAYMAR20 I.PICENO	30.00
						\$30.00
20	01	CYNTHIA ROBLES	136001	6/2/2020	TBALL REFUND J. PEREZ	30.00
20	01		136001	6/2/2020	TBALL REFUND J. ORTIZ	40.00
						\$70.00
20	01	DAISY GRACELIANO	135940	6/2/2020	TBALL REFUND JEREMY	40.00
						\$40.00
20	011701020	DE LAGE LANDEN	135917	6/2/2020	JUN'20 COPIER LEASE	4,441.80
						\$4,441.80
20	01	DEIDRA GARCIA	135928	6/2/2020	TBALL REFUND EMILY	40.00
						\$40.00
20	01	DESIRAE PALMA	135982	6/2/2020	EXT.DAY MAR'20 HARLEY	30.00
						\$30.00
20	01	DESIREE MONCHEZ	135971	6/2/2020	TBALL REFUND NOLAN	67.00
						\$67.00
20	01	DIANA RAMIREZ	135995	6/2/2020	TBALLREFUND L.RAMIREZ	40.00
20	01		135995	6/2/2020	TBALL REFUND M. LOPEZ	67.00
						\$107.00
20	01	EDUARDO CRUZ	135914	6/2/2020	EXT DAY MAR'20 ESTEVA	27.50

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	01	EDUARDO CRUZ...	135914	6/2/2020	EXT.DAY MAR'20 ARIANA	30.00
						\$57.50
20	01	EDUARDO HERNANDEZ	135948	6/2/2020	TBALL REFUND MIA	40.00
						\$40.00
20	01	EDWIN CHAN	135900	6/2/2020	TBALL REFUND ANDREW	67.00
						\$67.00
20	01	EDWIN MARROQUIN	135961	6/2/2020	TBALL REFUND JOSEPH	40.00
						\$40.00
20	01	ELIANA VALDES	136020	6/2/2020	EXT.DAY MAR'20 ALEXA	30.00
						\$30.00
20	01	ELIZABETH ACOSTA	135860	6/2/2020	TBALL REFUND VIVIENNE	40.00
						\$40.00
20	01	ERIKA ALVAREZ	135868	6/2/2020	TBALL REFND A.BARREDA	40.00
						\$40.00
20	01	ERIKA TAPIA	136015	6/2/2020	EXT.DAY MAR'20 DIEGO	27.50
20	01		136015	6/2/2020	EXT.DAY MAR'20 ZOE	30.00
						\$57.50
20	01	EVELYN PEREZ	135983	6/2/2020	TBALL REFUND DUARTE	40.00
						\$40.00
20	01	EZEQUIEL CAMBRON	135895	6/2/2020	EXT.DAYMAR'20 JOSUE	30.00
						\$30.00
20	01	FRANCISCO A. VENEGAS	136025	6/2/2020	TBALL REFND NATHANIEL	40.00
						\$40.00
20	01	FRANCISCO ARTIGA	135872	6/2/2020	EXT.DAY MAR'20 JONATH	25.00
20	01		135872	6/2/2020	EXT.DAYMAR'20 SAMANTH	27.50
20	01		135872	6/2/2020	EXT.DAYMAR'20 KASSAND	30.00
						\$82.50
20	01	FRANCISCO CHAVARRIA	135901	6/2/2020	TBALL REFUND YASIEL	40.00
						\$40.00
20	01	GONZALO CADENAS	135887	6/2/2020	TBALL REFUND JACOB	40.00
						\$40.00
20	01	GRACIELA R. RAMALES	135993	6/2/2020	TBALL REFUND AYDEN	40.00
						\$40.00
20	01	GUS CORDERO	135905	6/2/2020	TBALL REFUND ARIANA	40.00
						\$40.00
20	01	HECTOR GUZMAN	135944	6/2/2020	TBALL REFUND DANIEL	67.00
						\$67.00
20	01	ISIDRO MATA	135965	6/2/2020	TBALL REFUND BELLA	40.00
						\$40.00
20	01	JACKIE RIVERA	136000	6/2/2020	TBALL REFUND E.ORTEGA	40.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$40.00
20	01	JAIME GARCIA	135930	6/2/2020	TBALL REFUND NOAH	67.00
						\$67.00
20	01	JAKLYNN CALDERA	135888	6/2/2020	TBALL REFUND GONZALEZ	67.00
						\$67.00
20	01	JAMIE MARTINEZ	135963	6/2/2020	TBALL REFUND AUSTIN	40.00
						\$40.00
20	01	JASMINE ROBLES	136002	6/2/2020	TBALL REFUND AIDEN	40.00
						\$40.00
20	01	JAVIER DURAN	135921	6/2/2020	EXT DAY MAR'20 ISABELL	30.00
						\$30.00
20	01	JEFF GIORDANO	135935	6/2/2020	TBALL REFUND MADDEN	40.00
						\$40.00
20	01	JESSICA M. ORTEGA	135980	6/2/2020	EXT.DAY MAR'20 CEJA	15.00
20	01		135980	6/2/2020	EXT.DAYMAR'20 JAREGUI	30.00
						\$45.00
20	01	JOE MARTINEZ	135962	6/2/2020	TBALL REFUND JOSEPH M	40.00
						\$40.00
20	01	JOEL MILLAN	135969	6/2/2020	TBALL REFUND CAMILA	30.00
20	01		135969	6/2/2020	TBALL REFUND ARMANY	40.00
						\$70.00
20	01	JOHANNA D. MOLINA	135970	6/2/2020	TBALL REFUND NOAH S.	40.00
						\$40.00
20	01	JOHN TRAN	136018	6/2/2020	EXT.DAY MAR'20 L.TRAN	30.00
						\$30.00
20	01	JORGE VALENZUELA	136022	6/2/2020	TBALL REFUND DYLAN	40.00
						\$40.00
20	01	JOSEFINA BUENROSTRO	135885	6/2/2020	EXT.DAYMAR'20 RAFAEL	30.00
						\$30.00
20	01	JOSEPH A. GARCIA	135931	6/2/2020	TBALL REFUND LEANDRA	40.00
						\$40.00
20	01	JULIAN CAMACHO	135893	6/2/2020	EXT.DAYMAR'20 ALEXAND	30.00
						\$30.00
20	01	JULIE BELLHOUSE	135882	6/2/2020	TBALL REFUND S.CARRENO	40.00
						\$40.00
20	01	KANISHA ARAGON	135871	6/2/2020	TBAL REFUND DYLAN	67.00
						\$67.00
20	01	KARINA LOPEZ	135956	6/2/2020	TBALL REFUND NATHAN	67.00
						\$67.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	01	KISBEL CAMPOS	135896	6/2/2020	TBALL REFUND E.BARRON	40.00
						\$40.00
20	011001020	L.A COUNTY AUDITOR-CONTROLLER	135952	6/2/2020	FY19/20 FORMATION COM	610.90
						\$610.90
20	011101110	L.A. COUNTY SHERIFF'S DEPT.	135953	6/2/2020	APR'20 LAW ENFOR SVCS	775.00
20	011101110		135953	6/2/2020	APR'20 LAW ENFOR SVCS	15,658.67
20	011101110		135953	6/2/2020	APR'20 LAW ENFOR SVCS	40,670.26
20	011101110		135953	6/2/2020	APR'20 LAW ENFOR SVCS	354,071.01
						\$411,174.94
20	01	LEXA MOTA	135975	6/2/2020	TBALL REFUND IVAN M.	40.00
						\$40.00
20	01	LORENA GAYTAN	135933	6/2/2020	TBALL REFUND MELANIE	40.00
						\$40.00
20	01	LORENA PEREZ	135984	6/2/2020	TBALL REFUND J. GOMEZ	40.00
						\$40.00
20	01	LORENA VASQUEZ RAMIREZ	136024	6/2/2020	TBALL REFND J.RAMIREZ	40.00
						\$40.00
20	01	LORNA PICHARDO	135988	6/2/2020	TBALL REFUND HAYZEL	67.00
						\$67.00
20	01	LUCERO CHAVEZ	135902	6/2/2020	EXT.DAYMAR'20 ASHLEY	25.00
20	01		135902	6/2/2020	EXT.DAYMAR'20 ALLYSON	27.50
20	01		135902	6/2/2020	EXT.DAYMAR'20 AILANEE	30.00
						\$82.50
20	01	LUCY MURILLO	135976	6/2/2020	EXT.DAY MAR'20 NAOMI	30.00
						\$30.00
20	01	LUIS AVILA	135876	6/2/2020	TBALL REFND NICHOLAUS	40.00
						\$40.00
20	01	MABEL MORALES	135973	6/2/2020	TBALL REFUND EZRAEL	40.00
						\$40.00
20	01	MAILIN AVILIA	135877	6/2/2020	EXT.DAYMAR'20 ELIZETH	30.00
						\$30.00
20	011401440	MAIQUES INSPECTION SERVICE	135958	6/2/2020	5/4-5/28 INSPEC/MILAG	4,480.04
						\$4,480.04
20	01	MANUEL GOMEZ	135938	6/2/2020	EXT.DAY MAR'20 MIA	30.00
						\$30.00
20	01	MARC TAVERA	136016	6/2/2020	TBALL REFND M.TERVERA	40.00
						\$40.00
20	01	MARCOS MEDINA	135967	6/2/2020	TBALL REFUND ALINA R.	40.00
						\$40.00
20	01	MARCUS FERNANDEZ	135923	6/2/2020	TBALL REFUND BROOKLYN	67.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$67.00
20	01	MARGIE N. AGUINAGA	135862	6/2/2020	TBALL REFUND L. ORTIZ	40.00
						\$40.00
20	01	MARIA CALDERON	135889	6/2/2020	TBALL REFND O.SALAZAR	40.00
						\$40.00
20	01	MARIA MANZO	135959	6/2/2020	TBALL REFUND A. SOTO	40.00
						\$40.00
20	01	MARIA MAYORGA	135966	6/2/2020	EXT.DAY MAR'20 EMILY	30.00
						\$30.00
20	01	MARLENE PEREZ	135985	6/2/2020	TBALL REFUND C.GUZMAN	40.00
						\$40.00
20	01	MARY A. SANCHEZ	136010	6/2/2020	TBALL REFUND ARIEL	30.00
20	01		136010	6/2/2020	TBALL REFUND JACOB	40.00
						\$70.00
20	01	MASSIEL GARCIA	135932	6/2/2020	TBALL REFUND SUNNY	40.00
						\$40.00
20	01	MERCEDES HERNANDEZ	135949	6/2/2020	TBALL REFUND S.MATA	40.00
						\$40.00
20	01	MICHAEL GRANA	135941	6/2/2020	TBALL REFUND CHARLIE	30.00
20	01		135941	6/2/2020	TBALL REFUND JONAS	40.00
						\$70.00
20	01	MIGUEL GUZMAN	135945	6/2/2020	TBALL REFUND IVAN	67.00
						\$67.00
20	01	MIREYA PEREZ	135986	6/2/2020	EXT.DAYMAR'20 S.PEREZ	30.00
						\$30.00
20	01	MONICA DELGADO	135972	6/2/2020	TBALL REFUND ADAM	40.00
						\$40.00
20	01	MONIQUE PEREZ	135987	6/2/2020	TBALL REFUND SERGIO	67.00
						\$67.00
20	01	NATALIE CONDE	135904	6/2/2020	TBALL REFND HERNANDEZ	67.00
						\$67.00
20	05	NATIONWIDE RETIREMENT SOLUTIONS	135857	5/26/2020	MAY'20 PPE 05/16/20	3,690.50
						\$3,690.50
20	01	NOEMI SANCHEZ	136011	6/2/2020	TBALL REFUND N.SEDANO	40.00
						\$40.00
20	01	NORA MORALES	135974	6/2/2020	EXT.DAYMAR20 M.JUAREZ	30.00
						\$30.00
20	01	NORMA ARACELY ORELLANA	135979	6/2/2020	TBALL REFUND JONAH	40.00
						\$40.00

City of South El Monte
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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011501540	OFFICE DEPOT	135978	6/2/2020	CCTR OFFICE SUPPLIES	206.38
						\$206.38
20	01	OLIVIA GALLARDO	135926	6/2/2020	TBALL REFUND DAISY	40.00
						\$40.00
20	01	OLIVIA RODRIGUEZ	136004	6/2/2020	TBALL REFND F.NOLASCO	40.00
						\$40.00
20	01	ORLANDO VALENZUELA	136023	6/2/2020	TBALL REFUND ANIZA	30.00
20	01		136023	6/2/2020	TBALL REFUND ORLANDO	40.00
						\$70.00
20	01	PATRICIA RODRIGUEZ	136005	6/2/2020	TBALL REFND R.BARRIOS	40.00
20	01		136006	6/2/2020	TBALL REFUND M.JENSEN	40.00
20	01		136006	6/2/2020	TBALL REFND A.SALAZAR	40.00
20	01		136006	6/2/2020	TBALL REFND S.AREVALO	40.00
						\$160.00
20	01	PATTY SANCHEZ	136012	6/2/2020	TBALL REFUND JAYDEN	40.00
						\$40.00
20	01	PERLA LOPEZ	135957	6/2/2020	TBALL REFUND NICOLE	40.00
						\$40.00
20	01	PHILLIP CORDOVA	135906	6/2/2020	TBALL REFUND PHILLIP	40.00
						\$40.00
20	01	RAFAEL CABRAL	135886	6/2/2020	TBALL REFND A. FLORES	40.00
20	01		135886	6/2/2020	TBALL REFND A. AMADOR	40.00
20	01		135886	6/2/2020	TBALL REFND D. MEDINA	40.00
						\$120.00
20	01	RAMON GOMEZ	135939	6/2/2020	TBALL REFUND RAYMOND	67.00
						\$67.00
20	01	RATTANAK CHEA	135903	6/2/2020	EXT.DAYMAR'20 MERINDA	27.50
20	01		135903	6/2/2020	EXT.DAYMAR'20 DERECK	30.00
						\$57.50
20	01	REBECCA GAYTAN	135934	6/2/2020	TBALL REFUND AMARA	67.00
20	01		135934	6/2/2020	TBALL REFUND AVA	67.00
						\$134.00
20	01	ROBERT CRUZ	135915	6/2/2020	TBALL REFUND ALIJAH	40.00
						\$40.00
20	01	ROSA GARCIA	135929	6/2/2020	TBALL REFUND J.MIRAND	67.00
						\$67.00
20	01	RUDOLPH MARTINEZ	135964	6/2/2020	EXT.DAY MAR'20 AUBREY	30.00
						\$30.00
20	01	SAL CAMARENA	135894	6/2/2020	TBALL REFUND GEEARI	40.00
						\$40.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	01	SAL ORTEGA	135981	6/2/2020	TBALL REFUND NOAH	67.00
						\$67.00
20	01	SANDRA WATSON	136028	6/2/2020	TBALL REFUND J.HARDIN	40.00
						\$40.00
20	01	SHARON A. KELLY	135951	6/2/2020	EXT.DAYMAR'20 AURORA	27.50
20	01		135951	6/2/2020	EXT.DAYMAR'20 SCARLET	30.00
						\$57.50
20	01	SILVIA CALDERON	136013	6/2/2020	TBALL REFUND DOMINIC	40.00
						\$40.00
20	01	SILVIA GALLARDO	135927	6/2/2020	TBALL REFUND LUKE	40.00
						\$40.00
20	01	SONIA CALDERON	135890	6/2/2020	TBALL REFUND L. ROJAS	40.00
						\$40.00
20	011401430	SPRINT	136014	6/2/2020	4/12-5/11 CELL PHONE	15.58
20	011001020		136014	6/2/2020	4/12-5/11 CELL PHONE	47.91
20	011001040		136014	6/2/2020	4/12-5/11 CELL PHONE	57.74
20	011501530		136014	6/2/2020	4/12-5/11 CELL PHONE	111.44
20	011501540		136014	6/2/2020	4/12-5/11 CELL PHONE	143.98
20	011401440		136014	6/2/2020	4/12-5/11 CELL PHONE	175.90
20	011401100		136014	6/2/2020	4/12-5/11 CELL PHONE	197.76
20	011101110		136014	6/2/2020	4/12-5/11 CELL PHONE	232.67
20	011701740		136014	6/2/2020	4/12-5/11 CELL PHONE	275.08
20	011701750		136014	6/2/2020	4/12-5/11 CELL PHONE	445.48
20	448008010		136014	6/2/2020	4/12-5/11 CELL PHONE	504.16
						\$2,207.70
20	01	STEPHANIE RIOS	135999	6/2/2020	TBALL REFND L.PADILLA	67.00
						\$67.00
20	01	TANIA RAMIREZ	135996	6/2/2020	TBALL REFUND ALLISON	40.00
						\$40.00
20	011701710	TIME WARNER CABLE	136017	6/2/2020	5/16-6/15 CABLE	276.85
						\$276.85
20	011401430	TRANSTECH ENGINEERING, INC.	136019	6/2/2020	CUP19-15 926 DUFEE	432.00
20	011401430		136019	6/2/2020	CUP19-21 WARMINGTON	576.00
						\$1,008.00
20	01	VALERIE PINEDA	135990	6/2/2020	EXT.DAY MAR'20 ALVARE	30.00
20	01		135990	6/2/2020	EXT.DAY MAR'20 ALVAR	40.00
						\$70.00
20	01	VERONICA CALZADA	135892	6/2/2020	TBALL REFUND V. BORJA	40.00
						\$40.00
20	01	VICTOR PONCE	135991	6/2/2020	TBALL REFUND DIEGO	67.00
						\$67.00

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:30AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	01	VIVIAN FONSECA	135925	6/2/2020	EXT.DAY MAR'20 SCARLE	30.00
						\$30.00
20	05	VONS CREDIT UNION	135858	5/26/2020	05/05/20 ASSOC FEES	49.50
20	05		135858	5/26/2020	05/16/20 ASSOC FEES	49.50
						\$99.00
20	05	WASHINGTON NATIONAL INSURANCE C	135859	5/26/2020	LIFE INS. MAY'20	883.23
20	05		135859	5/26/2020	LIFE INS. MAY'20	883.23
						\$1,766.46
20	01	XIAO LI	135954	6/2/2020	EX.DAYMAR'20 CATHERIN	27.50
20	01		135954	6/2/2020	EXT.DAY MAR'20 CALVIN	30.00
						\$57.50
20	01	XUEMIN LIN	135955	6/2/2020	EXT.DAY MAR'20 XIANYA	30.00
						\$30.00
20	011401430	ZAMORA SERVICES	136030	6/2/2020	NOTERY MAYAN DOCS	130.00
						\$130.00
20	01	ZULLY CORTEZ	135907	6/2/2020	EXT.DAYMAR'20 K.COTEZ	35.00
						\$35.00

Report Total 591,157.42


 City Manager

City of South El Monte
Warrant Register
Council Meeting of 06/09/2020

Date: 6/3/2020

Time: 08:19AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011001050	CALPERS	4000	5/26/2020	JUN'20 ADMIN FEE	154.74
20	011001050		4000	5/26/2020	JUN'20 HEATH RETIREE	973.00
20	05		4000	5/26/2020	JUN'20 HEALTH PREM	50,947.05
						\$52,074.79
20	05	CALPERS RETIREMENT	4001	5/26/2020	MAY'20 COUNCIL 27216	110.61
						\$110.61
20	05	DEPARTMENT OF THE TREASURY	4002	5/26/2020	PPE 5/16/20 MED	4,509.06
20	05		4002	5/26/2020	PPE 5/16/20 FEDERAL	14,375.41
20	05		4002	5/26/2020	PPE 5/16/20 FICA	19,280.26
						\$38,164.73
20	05	EMPLOYMENT DEVELOPMENT DEPT.	4003	5/26/2020	PPE 5/16 TNG WTHOLD	23.32
20	05		4003	5/26/2020	PPE 5/16 UITAX WTHOLD	719.58
20	05		4003	5/26/2020	PPE 5/16 STATE WTHOLD	4,928.93
						\$5,671.83
20	05	STATE DISBURSEMENT UNIT	4004	5/26/2020	PPE 5/16/20 0980438	150.00
20	05		4004	5/26/2020	PPE 5/16/20 2163990	340.61
20	05		4004	5/26/2020	PPE 5/16/20 1457313	603.50
20	05		4004	5/26/2020	PPE 5/16/20 2135289	646.15
						\$1,740.26

Report Total 97,762.22


 City Manager



City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: PROCLAMATION IN HONOR OF THE 70TH ANNIVERSARY OF
THE KOREAN WAR AND REMEMBRANCE DAYS FROM JUNE
25TH - JULY 27, 1953

SUMMARY: We honor our Korean War Veterans for their immeasurable contributions to the cause of liberty. We also salute members of the armed forces, past and present, who have maintained an allied presence on the Korean Peninsula since the 1953 armistice. Their efforts to stave off aggression are worthy of our highest respect and gratitude. The City of South El Monte proclaims June 25, 2020 to July 27, 2020 as Korean Remembrance Day and the 70th Anniversary of the Korean War.

RECOMMENDATION: Staff recommends that the City Council proclaim June 25, 2020 to July 27, 2020 as the 70th Anniversary of the Korean War and Remembrance Days in the City of South El Monte.

ATTACHMENTS:

[Proclamation](#)



PROCLAMATION

Korean War Remembrance Day -June 25, 1950-July 27, 1953- 70th Anniversary

WHEREAS, the Korean War was fought from June 25, 1950-July 27, 1953; and

WHEREAS, for 3 brutal years, our Armed Forces and allies fought valiantly to stop the spread of communism and defend freedom on the Korean Peninsula; and

WHEREAS, more than 33,000 Americans were killed in action during the Korean War, and more than 103,000 were wounded. Thousands more were captured and held as prisoners of war. Many are still missing in action. We will never forget these valiant patriots or their families, who have endured unimaginable loss; and

WHEREAS, more than 1.7 Million American men and women served in the Korean War; and

WHEREAS, we honor our Korean War Veterans for their immeasurable contributions to the cause of liberty. We also salute members of the armed forces, past and present, who have maintained an allied presence on the Korean Peninsula since the 1953 armistice. Their efforts to stave off aggression are worthy of our highest respect and gratitude.

NOW, THEREFORE I, Gloria Olmos, Mayor of the City of South El Monte on behalf of the City Council and the citizens of the great City of South El Monte do hereby proclaim June 25, 2020 as Korean War Remembrance Day and the 70th Anniversary of the Korean War and extend my best wishes to all observing July 27, 2020 as Korean War Armistice Day, and salute all armed forces members for their service.

IN WITNESS WHEREOF, I do hereby set my hand and the Seal of South El Monte to be affixed this 9th day of June 2020.

Gloria Olmos
Mayor Gloria Olmos

Gracie Retamoza
Mayor Pro Tem Gracie Retamoza

Richard Angel
Councilmember
Richard Angel

Hector Delgado
Councilmember
Hector Delgado

Manuel Acosta
Councilwoman
Manuel Acosta



City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: BIENNIAL REVIEW OF CONFLICT OF INTEREST CODES

SUMMARY: The Political Reform Act requires that every local government agency review its Conflict of Interest Codes biennially. A Conflict of Interest Codes tells public officials, governmental employees, and consultants which financial interests they must disclose on their Statement of Economic Interests (Form 700).

RECOMMENDATION: Staff recommends that the City Council direct staff to notify the Successor Agency to the South El Monte Improvement District and the City's sub-agencies that the City is conducting a review of the current Conflict of Interest Codes And further direct staff to proceed with the biennial review of the City's Conflict of Interest Codes to determine if there are any amendments necessary.

FISCAL IMPACT: There is no fiscal impact related to the update of the City's Conflict of Interest Codes.

DISCUSSION: The Political Reform Act requires that each City conduct a biennial review of its established Conflict of Interest Codes in each even-numbered year. The City last updated its Conflict of Interest Codes by resolution in 2018.

A biennial review consists of three steps:

- 1) By July 1, 2020, the Conflict of Interest Codes reviewing body (here, the City Council) must issue a direction to staff that the City's Conflict of Interest Codes are to be reviewed for required amendments, and to send a notice to inform any agency or special districts within the reviewing body's jurisdiction that maintains its own Conflict of Interest Codes that updates are required;

2) By October 1, 2020, staff gives the City Council a report of any required amendments or a statement that no amendment is required; and

3) By December 30, 2020, the City Council adopts any required amendments to the City's Conflict of Interest Codes and approves any amendments to the Successor Agency to the South El Monte Improvement District and sub-agencies Conflict of Interest Codes.

ATTACHMENTS:

[2020 COI Code Biennial Notice Instructions](#)

2020 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By July 1, 2020: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By October 1, 2020: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2020 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](#).



City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: CONSIDERATION OF RESOLUTIONS FOR THE
NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

SUMMARY: Pursuant to California State law, the City Council must officially “call” for the November 3, 2020 General Municipal Election; request consolidation with the Los Angeles County Election of same date; and approve regulations for candidate Statements.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-52 (Calling Election), Resolution No. 20-53 (Consolidating Election), and Resolution No. 20-54 (Regulations for Candidate Statements).

FISCAL IMPACT: The Los Angeles County Registrar-Record/County Clerk (RR/CC) has provided a cost estimate of \$44,000 based on the March 2020 Primary Election rates, however, the actual cost estimate for the City's November 3, 2020 General Election will not be provided until late July or early August.

At this time, the estimated cost for this election is \$60,000 to consolidate with the County-administered election and for all other election expenses such as translation and publication of official notices, and candidate materials. However, as indicated above the cost will increase upon receiving an updated estimated from the RR/CC in late July or early August.

DISCUSSION: Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of South El Monte, a General Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of electing a Mayor for the full term of four years; and two Members of the City Council for the full term of four years; and

Pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the General and Special elections on Tuesday, November 3, 2020, for the purpose of the election of a Mayor and two Members of the City Council; and

Pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the Election may prepare a candidate's statement which may include the name, age and occupation of the candidate and a brief description of no more than 200 of the candidate's education and qualifications expressed by the candidate himself or herself.

ATTACHMENTS:

[Attachment A - Resolution No. 20-52](#)

[Attachment B - Resolution No. 20-53](#)

[Attachment C - Resolution No. 20-54](#)

ATTACHMENT A

RESOLUTION NO. 20-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General municipal Election shall be held on November 3, 2020, for the election of Municipal Officers; and

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities], there is called and ordered to be held in the City of South El Monte, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing a Mayor for the full term of four years; and two Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED THIS 9th day of June, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-52 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 9th day of June, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

RESOLUTION NO. 20-53

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, WITH THE GENERAL AND SPECIAL MUNICIPAL ELECTIONS TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of South El Monte called a General Municipal Election to be held on November 3, 2020, for the purpose of the election of a Mayor, and three Members of the City Council; and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the General and Special elections to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Los Angeles canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the General and Special elections on Tuesday, November 3, 2020, for the purpose of the election of a Mayor and two Members of the City Council.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of South El Monte recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

Mayor
ATTEST:

Gloria Olmos,

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-53, 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 9th day of June, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT C

RESOLUTION NO. 20-54

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

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

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of South El Monte on November 3, 2020, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Spanish, Chinese, and Vietnamese.
- B. The County will mail separate voter information guides and candidates statements in Spanish, Chinese and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and\or State law.
2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and\or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the City Clerk his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall allow bold type, underlining, capitalization, indentations, bullets, leading hyphens to the same extent and manner as allowed in previous City elections.
- C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 3, 2020 and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-54, 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 9th day of June, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk



City Council Agenda Report

**Agenda
Item No.
7.e.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-55,
RATIFYING THE AGREEMENT WITH NICHOLAS
CONSTRUCTION AND DEVELOPMENT CO., INC. DBA
FIRE DAMAGE RESCUE FOR SPECIALIZED CLEANING
AND DISINFECTING SERVICES IN RESPONSE TO
COVID-19 AND AUTHORIZING THE EXECUTION OF
AMENDMENT NO. 1 TO THE AGREEMENT FOR A
TOTAL NOT TO EXCEED CONTRACT AMOUNT OF
\$50,000

SUMMARY: In April 2020, the City Manager authorized the execution of an agreement with Fire Rescue Damage for specialized cleaning and disinfecting services of City facilities and vehicles in response to the COVID-19 pandemic. Staff now seeks to amend the contract to include ongoing, On-Call Services and include terms required by the Federal Emergency Management Agency (FEMA) for federal, disaster reimbursement. Staff is also requesting that the City Council ratify the agreement.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-55, ratifying the agreement with Nicholas Construction and Development Co., Inc. dba Fire Damage Rescue for specialized cleaning and disinfecting services in response to COVID-19 and authorizing the execution of Amendment No. 1 to the Agreement for a total not to exceed contract amount of \$50,000.

FISCAL IMPACT: The total fiscal impact is estimated at no more than \$50,000. A total of \$25,000 has already been expended this FY 2019/20. Up to an additional \$25,000 may be required for ongoing, On-Call Services, which can potentially occur during the current or upcoming fiscal year.

DISCUSSION: Health concerns revolved around the COVID-19 pandemic and projections of the widespread communicable disease set a series of actions in motion, including, in part, the City declaring a State of Local Emergency and city facility closures. Preparations to procure specialized cleaning and disinfecting services took place in advance of potential staff being exposed to or contracting the virus, including seeking quotes from the City's contracted janitorial firm, Jan Point Building Services, as well as other service providers offering specialized cleaning and disinfecting services, including Nicholas Construction Development Co., Inc. dba Fire Damage Rescue, and Environmental & Chemical Consulting, Inc. (ECC).

Jan Point indicated they previously offered but no longer performed the requested type of services. Fire Damage Rescue's quote included all City facilities and parks for a total of \$22,500. ECC quoted a rate of \$5,000 per day, for a total of 4 days, for the Civic Center facilities, which totaled \$20,000, but didn't include the City Yard nor park facilities. Fire Damage Rescue was selected as the most responsible quote in that services would be performed at a more economical cost with a wider range of facilities that would be included in their services.

On April 6, 2020, the City Manager authorized the execution of an agreement with Fire Rescue Damage, in an amount not-to-exceed \$22,500, for specialized cleaning and disinfecting services of City facilities in response to the COVID-19 pandemic. On April 16, 2020, the City Manager approved a change order to the agreement, increasing compensation terms by \$2,500, adding the City's fleet of vehicles to the Scope of Work for added personal protective measures, bringing the total compensation terms to a total of \$25,000. Services for this work were performed the week of April 13, 2020.

Staff is anticipating the potential need for ongoing, On-Call Services from Fire Damage Rescue in the event staff is exposed to or has contracted COVID-19. It is still unknown if or when a vaccine will be approved for dispensing and circumstances revolved around immunity and antibodies remain uncertain. While it is difficult to assess the demand and the duration for this type of service, staff is aiming to keep precautionary measures in place and maintain an active contract with Fire Damage Rescue through the end of June 2021.

Additionally, terms required by the Federal Emergency Management Agency (FEMA) for federal, disaster reimbursement will be incorporated into the contract to ensure FEMA compliance.

Staff recommends that the City Council adopt Resolution No. 20-55, ratifying the agreement with Nicholas Construction and Development Co., Inc. dba Fire Damage Rescue for specialized cleaning and disinfecting services in response to COVID-19 and authorizing the execution of Amendment No. 1 to the Agreement for a total not to exceed contract amount of \$50,000.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

[Attachment A - Resolution No. 20-55](#)

[Attachment B - Amendment No. 1](#)

[Attachment C - Agreement and Change Order](#)

ATTACHMENT A

RESOLUTION NO. 20-55

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL RATIFYING THE AGREEMENT WITH NICHOLAS CONSTRUCTION AND DEVELOPMENT CO., INC. DBA FIRE DAMAGE RESCUE FOR SPECIALIZED CLEANING AND DISINFECTING SERVICES IN RESPONSE TO COVID-19 AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$50,000.

WHEREAS, in December, 2019, an outbreak of respiratory illness due to a novel coronavirus (COVID-19) was identified in Wuhan City, Hubei Province, China; and

WHEREAS, the Center for Disease Control and Prevention (CDC) considers COVID-19 to be a very serious public health threat with outcomes ranging from very mild (including some with no reported symptoms) to severe, including illness resulting in death; and

WHEREAS, according to the CDC, there is no vaccine to prevent COVID-19 and there is no specific antiviral treatment recommended for COVID-19 at this time; and

WHEREAS, due to health concerns revolved around COVID-19, President Trump declaring a National State of Emergency, and California and other states nationwide declaring a State of Emergency, the City of South El Monte proclaimed the existence of a local emergency on March 12, 2020; and

WHEREAS, in response to the COVID-19 pandemic, actions were taken to procure specialized cleaning and disinfecting services for City facilities as precautionary measures and to mitigate the potential of staff being exposed to or contracting the virus; and

WHEREAS, the City's declaration of local emergency grants the Emergency Services Director the ability to suspend formal bidding requirements where necessitated by the City's response to COVID-19, with an understanding that staff would make every attempt to procure for services that are the most advantageous and economical in price; and

WHEREAS, the City Manager has been designated the Emergency Services Director; and

WHEREAS, the City's ongoing response to COVID-19 does not allow for the additional time, resources, and manpower required to formally procure for respective services; and

WHEREAS, the City Manager has found that exigent circumstances exist sufficient to justify waiving the formal bidding process, and the Emergency Services Director has determined that the City's response to COVID-19 requires the suspension of the formal bidding requirement for this service; and

WHEREAS, on April 6, 2020, the City Manager authorized the execution of an agreement with Fire Rescue Damage, in an amount not-to-exceed \$22,500, for specialized cleaning and disinfecting services of City facilities in response to the COVID-19 pandemic and on April 16, 2020, the City Manager approved a change order to the agreement, increasing compensation terms by \$2,500, adding the City's fleet of vehicles to the Scope of Work for added personal protective measures, bringing the total compensation terms to a total of \$25,000; and

WHEREAS, the City Council now wishes to ratify the agreement with Nicholas Construction and Development Co., Inc DBA Fire Damage Rescue for Specialized Cleaning and Disinfecting Services (Agreement) and approve Amendment No. 1 to that Agreement to include terms required by FEMA for federal, disaster reimbursement, and to include ongoing, On-Call Services, for a total compensation contract amount of \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council ratifies the Agreement with Fire Damage Rescue entered into by the City on April 6, 2020, and the Change Order to the Agreement entered into by the City on April 16, 2020.

SECTION 2. The City Council authorizes the Mayor to execute Amendment No. 1 to the Agreement to include terms required by FEMA for federal disaster reimbursement, and to include ongoing, On-Call Services, for a total compensation contract amount of \$50,000.

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

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-55 was duly passed and approved by the City Council at a regular meeting of said Council held on June 9, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **NICHOLAS CONSTRUCTION AND DEVELOPMENT CO., INC., D.B.A FIRE DAMAGE RESCUE**, (“Contractor”) is effective as of the 9th day of June, 2020.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated April 6, 2020 (“Agreement”) whereby Contractor agreed to provide sanitation and disinfection Services.

B. On April 16, 2020, the City and Contractor entered into Extra Work Order Contract, in order to add additional work to the Scope of Work, and increase the total contract sum accordingly.

B. City and Contractor now desire to amend the Agreement to include terms required by FEMA for federal, disaster reimbursement, and to include ongoing, on-call Services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~struckthrough~~ and added text in ***bold italics***.

a. “Additional Legal Terms” is hereby added to the Agreement as follows:

1. Term. Unless earlier terminated, this Agreement shall continue in full force and effect until completion of the services but not exceeding June 30, 2021. The City may, in its discretion, extend the Term by one additional one-year term.”

2. On-Call Services. Contractor shall provide on-call cleaning, sanitation, and disinfecting services for the City. Prior to the start of each on-call project, a Work Proposal establishing Contractor’s personnel and applicable hourly rates which shall be utilized to accomplish the Services for that project shall be submitted to the City within twenty-four (24) hours of receipt of a request from the City for a Work Proposal. Contractor shall not perform any of the Services without having received the City’s prior written approval of a Work Proposal which includes those Services. Contractor shall not utilize personnel and hourly rates other than those specified in a Work Proposal to perform the Services in the Work Proposal unless Contractor receives prior written authorization from the City.

On-call Services shall not exceed \$50,000 (Fifty Thousand Dollars).

3. 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 shall be liable for and shall pay to the City the sum of \$100 (One Hundred Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.”

4. Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the City. Except where the Contractor has initiated termination, the Contractor 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 City thereafter in accordance with the Agreement. In the event the Contractor has initiated termination, the Contractor 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 5.

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

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

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

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

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

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

7. General Insurance Requirements.

(a) Proof of insurance. Contractor 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. Contractor 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 Contractor , its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits

maintained by the Contractor . 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. Contractor 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 Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor'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. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from

Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor 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.

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

a. "Federal Contract Terms" is hereby added to the Agreement as follows:

"The following terms shall be applicable to the Contractor's Services, as required by the Federal Emergency Management Agency:

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

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

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

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

3. All of Contractor's invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

a. Time cards.

- b. Daily work reports for every employee, by each separate FEMA category of work.
- c. Daily equipment use, by each separate FEMA category of work.
- d. List of all supplies and materials used, by each separate FEMA category of work.
- e. Includes both prime and subcontractors.

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

5. Contractor shall follow all of the requirements of 2 CFR § 200.321 and shall require and enforce similar compliance with all subcontractors."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

NICHOLAS CONSTRUCTION AND
DEVELOPMENT CO., INC., D.B.A. FIRE
DAMAGE RESCUE

By: _____
Name: Nick Angelopoulos
Title: General Contractor

By: _____
Name: Dax Reynosa
Title: Associate and Project
Manager

Address: 15557 Three Palms St.
Hacienda Heights, CA 91745

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS

MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT C

FIRE DAMAGE RESCUE

15557 Three Palms St. Hacienda Heights, CA 91745

Cell: 626-626-5543 License#B 951157

CONTRACT

(Complies with Business & Professions Code Dec.7159)

THIS CONTRACT CONSISTS OF THIS AGREEMENT AND DISCLOSURES, ALL MADE PART OF THIS AGREEMENT.

CONTRACTOR	OWNER(S)
NAME: FIRE DAMAGE RESCUE	City of South El Monte
ADDRESS: 15557 Three Palms St.	1415 Santa Anita Ave.
City, State, Zip: Hacienda Heights, CA 91745	El Monte, CA 91733

The following agreement is between, The City of South El Monte (City) ,and Fire Damage Rescue (Contractor), to following scope of work as follows:

SCOPE OF WORK: DISINFECTING SERVICE

DISINFECTING DEEP CLEANING INITIAL SERVICE

1. Contractor will provide a one-time service for cleaning and applying disinfectant, for the Corona Virus to the City Hall, and other facilities as listed below, for 3 days- (8) eight hour day period only.
2. (6) Six Applicators 3 days- (8) eight hour days
3. (1) supervisor 3 days- (8) eight hour days.
4. The following buildings will be included: City Hall; Public Safety Center; Community Center; Mini Center; Senior Center; City Yard building; Child Care Facility and exterior Playground Area (jungle gym and slides, etc.); Mary Van Dyke Park Playground Area (jungle gym and slides, etc.) and public restrooms; New Temple Park Playground Area (jungle gym and slides, etc.) and public restrooms; and, Shively Park Playground Area (jungle gym and slides, etc.).
5. Contractor will clean surfaces where required.
6. Will apply disinfecting product directly to all areas in all spaces in all buildings contracted. (Walls, ceilings, doorknobs/handles, doors, desks, desk tops, counter tops, seating, toilets, sinks, urinals and flooring.
7. All carpeted areas to be vacuumed with a hepa-filtered vacuum before applying product.
8. After application of product a period of 30 min dry time is required.

PAGE TWO-CITY OF SOUTH EL MONTE

DISINFECTING DEEP CLEANING INITIAL SERVICE- CONTINUED

9. Chemicals to be used ProKure V (EPA Reg# 87508-3-89334), and Betco pH7Q Dual EPA Reg#10324-141-4170 Spec sheets to be supplied. Chemicals may change as jobs progressed due to supply chain being disrupted, but will be hospital grade disinfectant and spec sheets will be supplied, if changes are made. All chemicals will be EPA registered and will be active disinfectants to disinfect facility. This will be for all initial cleaning and maintenance.

GENERAL PROVISIONS

10. **Contractor:** will provide all product /chemicals required to disinfect infectious disease, which have been clinically proven to kill coronavirus such as SARS (CoV-2) and other infectious diseases.
11. **Contractor:** will provide protective body suits, eye wear, gloves and masks to all applicators.
12. **Contractor:** will provide towels, both cloth and paper are required.
13. **Contractor:** will provide 3 mil- 42 gallon heavy duty trash bags to haul away debris caused by application.
14. **Contractor:** will provide gloves and masks to the city-hired **Janitorial services** already contracted by City, if the service does not have their own.
15. **Contractor:** will provide a supervisor to review and train, for approx. two hours or as needed, to the city-hired **Janitorial service** workers. This will be done so that the janitorial service workers do not further infect or cross contaminate the surfaces that have been disinfected, during their normal cleaning process as much as possible.

PAGE THREE-CITY OF SOUTH EL MONTE

PRICING DISINFECTING DEEP CLEANING INITIAL SERVICE

Total Material and labor for work, one-time charge.....\$ 22,500

IN THE EVENT ADDITIONAL TIME IS NEEDED TO CLEAN AND APPLY

DISINFECTANT, THEN A DAILY CHARGE OF \$7,500, PER DAY WILL BE CHARGED

FOR ADDITIONAL TIME NEEDED TO FINISH ALL THE BUILDINGS. ALL EXTRA

CHARGES WILL NEED AN EXTRA WORK ORDER AUTHORIZATION & SIGNED.

As per schedule and frequency authorized by the City of South El Monte.

Payment Schedule: Upon completion of the job.

Please make check payable to: Fire Damage Rescue

Total.....\$ 22,500

DISCLOSURES The contractor is licensed by the Contractors State License Board. In the event that you have any questions or complaints you can contact the CSLB at 800-952-5210.

PRICING

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of : TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS..... (\$ 22,500)

LEGAL

In the event FIRE DAMAGE RESCUE, needs to collect any outstanding funds from City of South El Monte, then all attorney fees will be paid by City to collect such funds if due contractor. City will hold harmless contractor for any reimbursement for these expenses, and all attorney fees will be paid by the city and any outstanding balance due if not paid will accrue interest at 1% per month or legal limit by law if lower.

In the event city does not pay a payment when due for progress payment, it is understood that the contractor may stop the job until payment is made, and the stop of **work will not be an abandonment of job**, but only a pause, until payment is made, **and owner will hold harmless the contractor for this event, and understands that this is the cause of the city**, and not the contractor for this delay. As soon as the contractor is paid then the job will resume. In the event of any dispute the parties agree to go to mediation to resolve any disputes. The mediation will be paid equally by the parties.

PAGE FOUR-CITY OF SOUTH EL MONTE

ACCEPTANCE AND TIME FRAME

Upon acceptance, work will begin upon mutual acceptance between contractor and city and to be completed approximately working 3 days after the job is started. City and contractor will work with each other, to schedule as discussed, and will come to a mutual agreement as per the schedule which will make the completion date extended for the agreed upon schedule. In the event weather delays the job, the job will be adjusted each day weather delays the job. In the event owner restricts access or interferes with the job, then the job will be extended to accommodate the delays.

CORONAVIRUS DISCLOSURE

In the event the coronavirus and/or COVID-19 is to the point that all essential services are shut down and the contractor cannot perform services, or supplies becomes depleted or personnel cannot or will not work, the City of South El Monte will be charged only for work that has been completed and work will cease at that point until these areas can be remedied, at which time the city and Fire Damage Rescue will continue the work. In the event these issues arise, the City of South El Monte will hold harmless Fire Damage Rescue for any and all claims, fees or damages associated with the coronavirus or COVID-19.

CORONA VIRUS DISCLOSURE-HOLD HARMLESS CLAUSE

The cleaning for coronavirus or COVID-19, the cleaning, disinfecting, or maintenance cleaning is only a precaution and is NOT GUARANTEED. The City of South El Monte, will hold harmless Fire Damage Rescue, the contractor, from any and all liability from any future coronavirus or COVID-19 infections, sicknesses or deaths due to any services rendered by Fire Damage Rescue, and its parent company Nicholas Construction & Development Co. Inc, or project manager Dax Reynosa. No warranty or guarantee of any kind is being offered in this agreement, and all parties agree to this by signing the agreement.

PAGE FIVE-THE CITY OF SOUTH EL MONTE

WORK AUTHORIZARION

The contractor FIRE DAMAGE RESCUE, Lic# 951157, is hereby authorized by the City of South El Monte to furnish all material, equipment and labor required to complete the work as described in the above proposal, as stated in the proposal. Any change orders or upgrades will be the City of South El Monte's responsibility to pay as according to the above price agreed upon. Extra work order amounts will be paid upon request from the contractor as signed with a written work order or change order, and paid upon request as per agreed upon by the city and the contractor. Acceptance of the work order or change order can also be accepted from an email electronic transmission.

Approved By:



Rachel Barbosa, City Manager
City of South El Monte

April 6, 2020

Date

Respectfully Submitted:

NICK ANGELOPOULOS MARCH 30, 2020

Nick Angelopoulos-General Contractor Date

Fire Damage Rescue Lic # 951157

Certified Firm IICRC Registration no.658061.

Institute of Inspection Cleaning and Restoration

Certification - IICRC

Dax Reynosa Associate and Project Manager

CONTACT INFO:

Name: Rachel Barbosa

Address: 1415 Santa Anita Avenue

City: South El Monte

OFFICE: (626)579-6540

Cell Phone: 676-324-8721

E-Mail: rbarbosa@soelmonte.org

FIRE DAMAGE RESCUE

15557 Three Palms St. Hacienda Heights, CA 91745

Cell: 626-626-5543 License#B 951157

EXTRA WORK ORDER CONTRACT

(Complies with Business & Professions Code Dec.7159)

THIS CONTRACT CONSISTS OF THIS AGREEMENT AND EXTRA WORK ORDER, ALL MADE PART OF THE ORIGINAL AGREEMENT DATED APRIL 6, 2020

CONTRACTOR		OWNER(S)
NAME:	FIRE DAMAGE RESCUE	City of South El Monte
ADDRESS:	15557 Three Palms St.	1415 Santa Anita Ave.
City, State, Zip:	Hacienda Heights, CA 91745	El Monte, CA 91733

The following agreement is between, The City of South El Monte (City) ,and Fire Damage Rescue (Contractor), to following scope of work as follows:

SCOPE OF WORK: DISINFECTING SERVICE

DISINFECTING DEEP CLEANING INITIAL SERVICE

1. Contractor will provide a one time service for cleaning and applying disinfectant.
2. (2) TWO Applicators- As needed. (approx. 4-6 hours).
3. The following city properties 25 city vehicles will be cleaned with applying disinfectant.
4. Contractor will clean surfaces where required.
5. Will apply disinfecting product directly to the all areas in all spaces as needed in the vehicles.
6. After application of product a period of 30 minute dry time is required.
7. Chemicals to be used ProKure V (EPA Reg# 87508-3-89334), and Betco pH7Q Dual EPA Reg#10324-141-4170 Spec sheets to be supplied. Chemicals may change as jobs progressed due to supply chain being disrupted, but will be hospital grade disinfectant and spec sheets will be supplied, if changes are made. All chemicals will be EPA registered, and will be active disinfectants to disinfect vehicles. This will be for all cleaning.

GENERAL PROVISIONS

8. **Contractor:** will provide all product /chemicals required to disinfect infectious disease and have been clinically proven to kills Corona Virus, and other infectious diseases such as SARS, CoV2

PAGE TWO-CITY OF SOUTH EL MONTE

DISINFECTING DEEP CLEANING INITIAL SERVICE- CONTINUED

9. **Contractor:** will provide protective body suits, eye wear, gloves and masks to all applicators.
10. **Contractor:** will provide towels cloth/paper both are required.
11. **Contractor:** will provide 3 mil- 42 gallon heavy duty trash bags to haul away debris caused by application.

PRICING DISINFECTING DEEP CLEANING VEHICLES

Total Material and labor for work- one time charge.....\$ 2,500

Payment Schedule: Upon completion of the job. Please make check payable to:
Fire Damage Rescue **Total.....\$ 2,500**

DISCLOSURES The contractor is licensed by the Contractors State License Board. In the event that you have any questions or complaints you can contact the CSLB at 800-952-5210.

PRICING

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of : TWO THOUSAND FIVE HUNDRED DOLLARS..... (\$ 2,500)

ACCEPTANCE AND TIME FRAME Upon acceptance, work will begin upon mutual acceptance between contractor and city and to be completed approximately working 1 days after the job is started. City and contractor will work with each other, to schedule as discussed, and will come to a mutual agreement as per the schedule which will make the completion date extended for the agreed upon schedule. In the event weather delays the job the job will be adjusted each day weather delays job. In the event owner restricts access or interferes with the job, then the job will be extended to accommodate the delays.

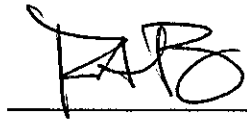
CORONA VIRUS DISCLOSURE-HOLD HARMLESS CLAUSE

The cleaning for Corona Virus or Covid-19, cleaning disinfecting or maintenance cleaning, is only a precaution, and is NOT GUARANTEED. The city of South El Monte, will hold harmless, Fire Damage Rescue the contractor, from any and all liability from any future Corona Virus or Covid-19 infections, sicknesses or deaths due to any services rendered by Fire Damage Rescue, and its parent company Nicholas Construction & Development Co. Inc, or project manager Dax Reynosa. No warranty or guarantee of any kind is being offered in this agreement, and all parties agree to this by signing the agreement.

PAGE THREE-CITY OF SOUTH EL MONTE

WORK AUTHORIZATION The contractor FIRE DAMAGE RESCUE, Lic# 951157, is hereby authorized by the City of South El Monte to furnish all material, equipment and labor required to complete the work as described in the above proposal, as stated in the proposal. Any change orders or upgrades will be the City of South El Monte responsibility to pay as according to the above price agreed upon. Extra work order amount will be paid upon request from the contractor as signed with a written work order or change order, and paid upon request as per agreed upon by the city and the contractor. Acceptance of the work order or change order can also be accepted from an email electronic transmission.

Respectfully Submitted:



4/20/2020

NICK ANGELOPOULOS April 16, 2020

Date

Nick Angelopoulos-General Contractor Date

City of South El Monte

Fire Damage Rescue Lic # 951157

Certified Firm IICRC Registration no.658061.

Institute of Inspection Cleaning and Restoration

Certification - IICRC

Dax Reynosa Associate and Project Manager



City Council Agenda Report

**Agenda
Item No.
7.f.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-56,
APPROVING A MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE CITY OF SOUTH EL MONTE AND THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
(SGVCOG) FOR PARTICIPATION IN THE SAN GABRIEL
VALLEY REGIONAL PILOT E-BIKE SHARE PROGRAM
(PILOT PROGRAM)

SUMMARY: On October 8, 2019, the City Council adopted Ordinance No. 1238, incorporating Chapter 10.26 (Pilot E-Bike Share Program) and amending Title 10 (Vehicles and Traffic) of the South El Monte Municipal Code to enable a Pilot E-Bike Share Program to be established and operated by a single E-Bike Share operator. Staff now seeks to enter into a MOA with the SGVCOG for participation in the Pilot Program.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-56, approving an MOA between the City of South El Monte and the SGVCOG for participation in the Pilot Program.

FISCAL IMPACT: There is no direct fiscal impact associated with the recommended action. The SGVCOG was awarded \$4.5 million to implement a pilot project to deploy a minimum of 840 bicycles and 84 stations in 15 jurisdictions in the San Gabriel Valley.

DISCUSSION: Shared mobility devices are still an evolving and untested mode of transportation within the City. Participation in the Pilot Program will enable the City to more accurately gauge the scope and scale of their impact on City right-of-ways, the public, and businesses, as well as potential benefits to shared mobility users. Additional benefits

include a potential increase in active transportation and ridership, and possible reductions in carbon emissions.

In 2017, the SGVCOG was awarded \$4.5 million to implement a pilot project to deploy a minimum of 840 bicycles and 84 stations in 15 jurisdictions in the San Gabriel Valley. Fifty percent of these bicycles will serve disadvantaged communities.

The SGVCOG completed a competitive procurement to select an operator to implement the e-bike share pilot program for the fifteen jurisdictions in the region. The SGVCOG received proposals from 6 e-bike share companies. Based on its performance on the written proposal, in the interviews, and in testing the bicycles, Gotcha Media Holdings, LLC (“Gotcha”) was selected as the operator. Criteria assessed in their selection included: experience, knowledge, and financial stability in operating an e-bike share system; understanding of the region’s need related to providing bicycle parking and services to disadvantaged communities; demonstration of innovative business models, technology advances, and tested approaches; demonstrated success in working collaboratively with municipalities or institutional partners; bicycle safety and convenience features; and demonstrated success in data access and reporting and security.

At its meeting on February 25, 2019, the SGVCOG’s Capital Projects Committee approved a 3-year agreement with Gotcha to implement the Regional Pilot Program. The SGVCOG included a number of key performance indicators in its contract that Gotcha must meet, including:

1. Application on mobile devices to access the e-bikes shall be functional at least 99.5% of the time;
2. 90% of all bikes shall be at least 50% of full charge at all times;
3. Maintenance and inspection shall be performed on all bicycles at least monthly or every 200 miles, whichever is less;
4. All reports for customer service (e.g. non-working bicycles, improper parking of bicycles, graffiti, or other damage) shall be resolved within 2 hours during business hours (8 a.m. – 8 p.m. Monday through Friday except for State and Federal holidays);
5. Any report outside of business hours shall be resolved within 2 hours of the start of the next business hours;
6. A dashboard is available to participating cities at all times that provides real-time data on total trips, average number of daily riders, average distance of riders, pick-up and drop-off heat maps, trip route heat maps, location of parked bikes, average duration of trips, and unique riders per work (e.g. number of actual riders and their respective trips taken vs. an overall number of trips taken for all users grouped together – used to reduce double counting); and
7. 90% of all bicycles are parked in compliance with the agreed-upon parking strategy at all times.

Since executing an agreement with Gotcha, the SGVCOG has held several working meetings with participating agencies and Gotcha representatives to gauge and better meet the needs of each city individually and collectively as a group. This has resulted in a

consensus in program pricing and the incorporation of an equity program for individuals who meet eligibility requirements.

A comparison of Gotcha's program pricing to other implemented bike share programs, including the Metro, Santa Monica Breeze Bikeshare, Long Beach, and Beverly Hills/WeHo Pedals programs, indicates Gotcha's pricing is slightly higher than the average pricing for a single, 30-minute ride (pay-as-you-go cost) and the monthly on-going membership fee that includes 30-minutes per day usage. Annual on-going membership fees rank Gotcha at the second highest service provider, based on a 30-minute per day usage.

The equity program that has been incorporated into Gotcha's service rates were designed to provide student and military discounts, and additional reduced rates were also incorporated to encourage low income users to partake in ridership. Pay-as-you-go costs and monthly membership fees under the equity program are slightly less than the average competing bike share programs. The student and military discount for the annual membership are slightly higher than the average of local bike share program providers. The annual membership costs for low income riders, however, ranks as the most affordable pricing program at only \$5 per year for 30-minute per day usage.

Determining eligibility for the equity program will consist of student and military verification, or proof of being enrolled in the Southern California Edison or SoCal Gas CARE Program, CalFresh, CalWORKS, LIHEAP, or MediCal for low income riders. Proof of eligibility will need to be submitted to the designated City staff member at City Hall. In addition, riders who are not equipped with a smartphone and, therefore, unable to download the app required to unlock a bike at the docking stations and/or who are unbanked may register and/or pay cash at City Hall to activate their account.

Executing the MOA with the SGVCOG will permit the City to participate in the Pilot Program, in which the SGVCOG can serve as the program and project manager and ensure compliance with the Pilot Program and grant program requirements.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

[Attachment A - Resolution No. 20-56](#)

[Attachment B - Memorandum of Agreement](#)

[Attachment C - Program Pricing](#)

[Attachment D - SGVCOG & Gotcha Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-56

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR THE PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL PILOT E-BIKE SHARE PROGRAM (PILOT PROGRAM)

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on October 8, 2019, the City Council adopted Ordinance No. 1238, incorporating Chapter 10.26 (Pilot E-Bike Share Program) and amending Title 10 (Vehicles and Traffic) of the South El Monte Municipal Code to enable a Pilot E-Bike Share Program to be established and operated by a single E-Bike Share operator; and

WHEREAS, in 2017, the SGVCOG was awarded a \$4.5 million to implement a pilot project to deploy a minimum of 840 bicycles and 84 stations in 15 jurisdictions in the San Gabriel Valley; and

WHEREAS, the SGVCOG completed a competitive procurement to select an operator to implement the Pilot Program for the fifteen jurisdictions in the region; and

WHEREAS, based on its performance on the written proposal, in the interviews, and in testing the bicycles, Gotcha Media Holdings, LLC (“Gotcha”) was selected as the operator; and

WHEREAS, on February 25, 2019, the SGVCOG’s Capital Projects Committee approved a 3-year agreement with Gotcha to implement the Regional Pilot Program; and

WHEREAS, the City now seeks to execute a MOA with the SGVCOG to permit the City to participate in the Pilot Program, in which the SGVCOG can serve as the program and project manager and ensure compliance with the Pilot Program and grant program requirements and objectives.

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 approves the MOA between the City and the SGVCOG and authorizes and directs the City Manager to execute the MOA. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-56 was duly passed and approved by the South El Monte City Council at a regular meeting of said Council held on the June 9, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL PILOT E-BIKE SHARE PROGRAM

This Memorandum of Agreement (“MOA” or "Agreement") is made as of June 9, 2020 by and between the City of South El Monte (“City”) and the San Gabriel Valley Council of Governments (“SGVCOG”). The City and SGVCOG are sometimes referred to herein as Party or collectively as Parties.

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG received funding through the Caltrans Active Transportation Program (ATP) to implement a San Gabriel Valley Regional Pilot E-Bike Share Program (“Regional Pilot Program”);

C. The San Gabriel Valley Regional E-Bike Share Program will allow users to travel easily throughout the region;

D. The City and the SGVCOG have a shared desire to increase the share of biking trips, decrease drive alone trips, promote and encourage bicycling as a safe and sustainable mode of transportation for short local trips, and expand low-cost transportation options;

E. The SGVCOG completed a competitive procurement to select a vendor to operate and implement the Regional Pilot Program;

F. The SGVCOG selected Gotcha Media Holdings, LLC, through its competitive procurement process to implement and operate the Regional Pilot Program;

G. The SGVCOG entered into a three-year agreement with Gotcha Media Holdings, LLC to implement and operate the Regional Pilot Program (referred to herein as the “Contract”);

H. The City desires to participate in the Regional Pilot Program.

NOW, THEREFORE, the Parties agree to the following:

I. GENERAL CONDITIONS:

A. The Parties to this MOA are the City and the SGVCOG.

B. The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the end of the SGVCOG’s Contract with Gotcha Media Holdings, LLC

on February 27, 2022. The term of this MOA may be extended by mutual agreement of all Parties through written consent.

- C. The Parties agree to not seek any reimbursement from any of the other Parties for communication related to this MOA performed by City or SGVCOG staff associated with this effort.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Will work with Gotcha Media Holdings, LLC to manage ongoing coordination of project calls and in-person meetings throughout the life of the Regional Pilot Program.
2. Will monitor compliance with the following key performance indicators, as defined in the SGVCOG's contract with Gotcha Media Holdings, LLC, and enforce penalties for non-compliance, as outlined in the Contract:
 - a. App & customer service support portal
 - b. Bicycle distribution
 - c. Bicycles in service (in working order)
 - d. Bicycle maintenance & repairs
 - e. Report responsiveness
 - f. Data reporting
 - g. Bicycle parking
3. Will provide monthly program reports to the City. The SGVCOG will work with Gotcha Media Holdings, LLC to develop custom reports as requested by the City.
4. Will monitor and coordinate with Gotcha Media Holdings, LLC to ensure that implementation issues, non-compliance with key performance indicators, and customer complaints are resolved in a timely fashion.
5. Will coordinate marketing and launch activities in conjunction with Gotcha Media Holdings, LLC.
6. The SGVCOG will work with Gotcha Media Holdings, LLC to monitor State regulations, case law, etc. which may impact the adoption or implementation of the program

B. City

1. Will designate Gotcha Media Holdings, LLC as the sole operator of a bike share pilot program in the City.
2. Will facilitate implementation by helping to identify potential e-bike share stations and helping to coordinate the installation of these stations.
3. Will participate in program development to facilitate implementation in the City.
4. Will provide support as needed for activities related to marketing and program launch.
5. Will participate in coordination calls and meetings with all parties throughout the life of the Regional Pilot Program.
6. Will provide a Project Manager with name, title, and contact information.
7. Will actively engage in the implementation of the Regional Pilot Program including, responding to correspondence, i.e., phone calls, emails and attending in-person meetings.
8. Will notify SGVCOG and Gotcha Media Holdings, LLC of any proposed regulations, ordinances, or requirements that could impact implementation of the Regional Pilot Program prior to adoption or implementation.

9. Report incidents of non-compliance with key performance indicators to Gotcha Media Holdings, LLC and the SGVCOG.
10. Report customer complaints and other issues to Gotcha Media Holdings, LLC and the SGVCOG.

III. PROJECT MANAGEMENT:

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Caitlin Sims
Principal Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
csims@sgvcog.org

- B. For purposes of this MOA, the City of South El Monte designates the following individual as its Project Manager:

Rene Salas
Public Works Director
1415 N. Santa Anita Ave.
(626) 579-6540
rsalas@soelmonte.org

- C. Additional Parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

Rachel Barbosa
City Manager
City of South El Monte
(626) 579-6540
rbarbosa@soelmonte.org

Either Party may designate a new Project Manager or additional contact upon written notice to the other Party containing the contact information as set forth above.

IV. DEFAULT:

- A. Default under this MOA is defined as any one or more of the following:
(i) The SGVCOG or the City fail to comply with the terms and conditions contained in this MOA; (ii) The SGVCOG or the City fail to perform satisfactorily or to make sufficient progress toward completion, or make a material change to the

communication related to the MOA or budget without the SGVCOG's prior written consent or approval; or (iii) The SGVCOG or the City is in default of any other applicable requirements.

V. REMEDIES:

- A. In the event of a Default a written notice of such Default will be provided by the Party alleging the Default and the defaulting Party shall provide a plan to the non-defaulting Party as soon as practical to cure the Default within 30 days of receipt of such written notice. In the event the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA.
- B. Effective upon receipt of written notice of termination the defaulting Party shall not undertake any new work or obligation with respect to this Agreement unless so approved in writing by the non-defaulting Party.

Subject to each Party's agreement to provide prior written notice with a 30-day period to cure the Default, the remedies described herein are non-exclusive. Each Party shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law.

VI. TERMINATION:

- A. This MOA may be terminated by any Party to the MOA at any time and for any reason. Termination will occur 30 days after written notice is mailed by first-class mail, postage pre-paid, by any Party of its intent to terminate the MOA to the other Party.
- B. This MOA may be terminated if exchange of services and levels of effort of Parties does not meet parameters as outlined in this MOA.

VII. INDEMNITY:

- A. Neither the SGVCOG or any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the City, its officers, agents and contractors in connection with this MOA. To the fullest extent permitted by law, the City shall defend (at the City's sole cost and expense with legal counsel reasonably acceptable to the SGVCOG), indemnify, protect, and hold harmless the SGVCOG, its subsidiaries, officers, directors, employees, and agents from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees, including but not limited to claims arising from injuries to or death of persons (the City's employees included), for damage to property, including property owned by the SGVCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the

City, its officers, directors, employees or agents in connection with or arising out of the performance of this MOA.

- B. Neither the City or any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the SGVCOG, its subsidiaries, officers, agents and contractors in connection with this MOA. To the fullest extent permitted by law, the SGVCOG shall defend (at the SGVCOG's sole cost and expense with legal counsel reasonably acceptable to the City), indemnify, protect, and hold harmless the City, its officers, directors, employees, and agents from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees, including but not limited to claims arising from injuries to or death of persons (the SGVCOG's employees included), for damage to property, including property owned by the City, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the SGVCOG, its officers, directors, employees or agents in connection with or arising out of the performance of this MOA.

VIII. OTHER TERMS AND CONDITIONS:

- A. The City, its contractors, officers, agents and employees in the performance of this MOA are not contractors, officers, agents or employees of the SGVCOG and attest to no organizational or personal conflicts of interest and agree to notify the SGVCOG immediately in the event that a conflict, or the appearance thereof, arises. The City, its contractors, officers, agents and employees, shall not represent themselves as contractors, officers, agents or employees of the SGVCOG and shall have no powers to bind the SGVCOG in contract or otherwise.
- B. The SGVCOG, its contractors, officers, agents and employees in the performance of this MOA are not contractors, officers, agents or employees of the SGVCOG and attest to no organizational or personal conflicts of interest and agree to notify the City immediately in the event that a conflict, or the appearance thereof, arises. The SGVCOG, its contractors, officers, agents and employees, shall not represent themselves as contractors, officers, agents or employees of the City and shall have no powers to bind the City in contract or otherwise.
- C. This MOA, along with the applicable requirements of the SGVCOG, constitutes the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the Parties who agreed to the original MOA or the same level of authority.
- D. In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the Parties to enforce or interpret this Agreement or the applicable requirements of the SGVCOG to protect or establish any rights or remedies hereunder, each Party shall bear its own costs and expenses, including attorneys' fees.

- E. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- F. Neither Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Party. Any such purported assignment without prior written consent shall be void and unenforceable.
- G. This Agreement shall be governed by California law and any applicable federal law.
- H. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- I. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

This MOA constitutes the entire agreement between the Parties with respect to the subject matter of this MOA and supersedes all prior and contemporaneous agreements and understandings.

For the City of South El Monte

Signed: _____

Date: _____

For the San Gabriel Valley Council of Governments

Signed: _____

Date: _____

ATTACHMENT C



SGV Regional Pilot E-Bike Share Program – Program Pricing

Gotcha Program Pricing

- Pay-as-you go:
 - \$2 to unlock riding + \$0.10/min
 - \$5 for 30 minutes
- Ongoing Membership
 - \$ 9.99 Monthly Membership – 30 minutes of riding daily
 - \$80.00 Annual Membership – 30 minutes of riding daily

Program Pricing – Comparison

Program	Pay-as-you-go Cost	Daily	Cost for 30 Minutes	Monthly	Annual
Metro	\$1.75/30 min	\$5/day	\$1.75	\$17/mo for 30 min ride	\$150/year for 30 min ride
Santa Monica Breeze Bikeshare	\$0.12/minute	n/a	\$3.60	\$25 for 90 min of riding	\$99 for 90 min of riding
Long Beach	\$7 for 60 min	\$21 for 3 hours	\$7	\$15 for 90 min	\$120 for 90 min of riding
Beverly Hills/WeHo Pedals	\$7 for 60 min (\$0.12/minute after)	n/a	\$7	\$25 for 90 min	\$99 for 90 min
Gotcha	\$2 to unlock + \$0.10/min	n/a	\$5	\$9.99 for 30 min/day	\$80 for 30 min/day

Equity Program – Gotcha

- Pay-as-you go:
\$1 minute to unlock + \$0.05/ minute
- Monthly Membership:
\$6.99/month for students/military (30 minutes of riding/day)
- Annual Membership:
\$5 per year (30 minutes of ridership/day)
\$69.99 for students/military (30 minutes of riding/day)
- NOTE: To implement an equity program, need to identify 1) physical locations riders can sign up with cash if they are unbanked and 2) how to qualify users for the equity program (i.e. CalFresh, SCE/SCG CARE)

Proposed Equity Program

- Reciprocal programs for Equity Program:
 - SCE/SCG CARE Program
 - CalFresh
 - CalWORKS
 - LIHEAP
 - MediCal
- Locations where residents can sign-up for the Program

ATTACHMENT D



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**"), dated as of the 27th day of February, 2019 (the "**Effective Date**"), is made by and between Gotcha Mobility, LLC, a Delaware limited liability company ("**Gotcha**"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("**COG**"). Both Gotcha and COG are sometimes hereinafter referred to individually as a "**Party**" and, collectively, as the "**Parties**".

WHEREAS, Gotcha is in the business of constructing and providing shared mobility products ("**Assets**") and services with related branding for municipalities, colleges, universities, multi-purposed events and third party brands throughout the United States, and has developed a proprietary shared mobility platform with access to related proprietary software, ongoing maintenance services, and expansion assistance (the "**Business**"); and

WHEREAS, COG desires to retain Gotcha to establish and maintain a shared mobility platform using Gotcha Assets ("**Services**") on premises owned by or controlled by COG's constituent members (the "**Premises**"), and Gotcha is willing to perform and maintain the Services on the Premises, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services.

1.1 Services. In exchange for the User Fees and other consideration as set forth in this Agreement, Gotcha agrees to provide, and COG agrees to hire Gotcha to provide, the Services as more particularly described herein and any subsequent order form attached hereto as Exhibit A (the "**Order Form**").

1.2 Use of Premises. COG hereby grants, on behalf of its constituent members, Gotcha and its Affiliates (defined in Section 9) a non-exclusive, worldwide, fully paid-up and royalty-free license to access and use the Premises (the "**Premises Use License**") during the Term (as defined in Section 4.1), for purposes of performing the Services including, without limitation, for the installation of Asset stations ("**Stations**") on the Premises, for operation and maintenance of the Assets, and for installing certain signage ("**Signage**") in connection with the Services and potential advertising of COG or sold to third party brands by Gotcha ("**Advertising**"). The Premises Use License shall be irrevocable during the Term and for a period of sixty (60) days after the expiration or termination thereof, pursuant to Section 4.4(b), and as such shall survive any change in ownership related to any part of the Premises. COG shall indemnify and hold Gotcha harmless from and against any and all costs and expenses, including reasonable attorneys' fees and costs, incurred in enforcing the Premises Use License. COG makes the public right of way and Premises available to Gotcha in an "AS IS" and "WITH ALL FAULTS" condition. COG makes no representations or warranties concerning the condition of the public right of way and Premises or their suitability for use by Gotcha or its customers, and assumes no duty to warn either Gotcha or its customers concerning conditions that exist now or may arise in the future on the Premises or the public right of way.

1.3 Relationship of the Parties. The relationship between the Parties under this Agreement is that of independent contractors, and nothing in this Agreement will be construed to create an agency, partnership, joint venture, strategic alliance, employment or other relationship similar to any of the foregoing between the Parties. Each Party, as an independent contractor, will have complete charge of and control over the details of the means, methods and manner of performing its obligations under this Agreement, including equipment, supplies and materials used in connection therewith, to the extent that the foregoing are consistent with the performance of such Party's obligations under this Agreement. Unless specifically authorized to do so under this Agreement or otherwise



in writing, no Party will have power to act on behalf of another Party or to bind such other Party by any representation, promise or commitment, and will make no representation to the contrary to any Person. No Party shall have any responsibility for or control over any employees or contractors of another Party, and under no circumstances shall any such employees or contractors of a Party be considered an employee or agent of another Party.

2. Obligations of the Parties.

2.1 Gotcha:

- (a) Equipment. Gotcha agrees to provide the following as of the Launch Date, as specified in the Order Form: (i) To supply and maintain the quantity of Assets on the Premises; (ii) To install and maintain Stations (as defined in Section 2.1(a)(vi)); (iii) To establish and permit a user of the Assets ("User") access to the propriety software and technology that includes a downloadable proprietary mobile application (the "App") available to Users (collectively, the "Technology"), as set forth in the Order Form (Assets, Stations and Technology are referred to collectively as the "Gotcha Equipment"); (iv) To monitor Gotcha Equipment usage by Users and make adjustments to quantities of Assets at particular Stations; (v) To make the App available for download in Apple iOS or Android form for Users of the Assets to download to their mobile devices and register for an account, subject to their acceptance of the end user license agreement and other legal notices related to the App, for use in connection with their use of the Assets including unlocking a Asset from a Station; (vi) To maintain Gotcha Equipment in good working order and provide routine maintenance in accordance with manufacturer specifications, and to keep records of such maintenance; and (vii) To assist COG in assessing developmental goals and plans for expanding the Services during the Term.
- (b) Personnel. Gotcha shall have a primary contact to act as its authorized representative with COG in respect of all matters pertaining to this Agreement (the "Gotcha Contract Manager"), and designate those employees, contractors or vendors in number and skill that it determines, in its sole discretion, to be capable of assisting it to perform the Services.
- (c) Advertising Policies. If Gotcha advertises on the Gotcha Equipment, any advertisements must be pre-approved by COG before they are installed or otherwise included on any Asset or Station, provide that COG agrees to provide such approval or other decision within five (5) days of any written request by Gotcha and, if COG does not timely provide its decision, the advertisement shall be deemed approved for use unless and until Gotcha receives written notice otherwise from COG. Gotcha agrees to abide by COG advertising restrictions related to advertisements, and understands that COG shall have a right to review in advance, monitor and/or disallow any and all Advertising that Gotcha proposes to install on the Assets or Stations, in its sole discretion. The COG shall not be entitled to any revenue generated from Advertising under this Agreement.
- (d) Permits. During the Term, Gotcha shall obtain and maintain in good standing all required federal, state, county and local licenses and permits necessary to perform the Services. In the event that any governmental restrictions are imposed on Gotcha that would necessitate alteration of the performance of the Services offered by Gotcha under this Agreement, Gotcha shall immediately notify COG, indicating the specific regulation that requires such alteration, and the Parties shall cooperate in good faith to modify the Services in a way to comply with such



restriction but also maintains the essence of the Parties' bargain, subject to Section 4.6. During the Term, Gotcha shall be in good standing as a recognized business entity authorized to transact business pursuant to the laws of the state where the Premises is located and the Services are performed.

- (e) Equal Opportunity Requirements. Gotcha acknowledges and agrees that it is bound by the following in contracting with COG: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."
- (f) Conflict of Interest. Gotcha warrants that it is not a conflict of interest for Gotcha to perform the services required by this Agreement. Gotcha may be required to fill out a conflict of interest form if the services provided under this Agreement require Gotcha to make governmental decisions as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations. Gotcha agrees that upon request of COG to fill out such form, it will do so and return the form within five (5) business days.
- (g) Reports. Gotcha shall, at such time and in such form as COG may require, furnish reports concerning the status of services and tasks required under this Agreement. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Gotcha pursuant to or in connection with this Agreement shall be the exclusive property of COG.

2.2 COG.

- (a) COG Contract Manager. COG agrees to designate one of its employees or authorized representatives to serve as its primary contact with Gotcha and its Affiliates with respect to this Agreement, and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**COG Contract Manager**"), with such designation to remain in force unless and until a successor COG Contract Manager is appointed. The COG Contract Manager shall respond promptly to any reasonable requests from Gotcha for instructions, information or approvals required by Gotcha to provide the Services.
- (b) Access. COG shall ensure, by liaising with its constituent members, that Gotcha has continual access to the Premises, and those amenities reasonably necessary for Gotcha's performance of the Services including, without limitation, for the installation and maintenance of Assets, Racks, Stations, Signage and Advertising in connection with the Services.
- (c) Other Asset Share Business. During the Term, COG shall not: (i) engage or participate, directly or indirectly, in any business that is in competition with the Business; (ii) enter into any agreement with any other party for services similar to the Services on the Premises, without first entering into good faith negotiations with Gotcha with respect to such opportunity; and (iii) otherwise permit advertising or promotional activity, including digital signage, anywhere on the Premises



where such advertising would compete with the interests of Gotcha or the Advertising Clients. COG represents and warrants that, as of the Effective Date, it is not party to any such agreement contemplated in subparagraph (d), other than this Agreement.

- (d) Ownership; No Liens. All Gotcha Equipment used in connection with the Services, unless otherwise expressly set forth in this Agreement, shall remain the property of Gotcha, and shall at no time be deemed a fixture or property belonging to COG or any other party. COG shall not directly or indirectly cause or create any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Lien**") on or with respect to any Gotcha Equipment. In the event that COG causes or creates any such Lien, it shall immediately notify Gotcha thereof and undertake commercially reasonable efforts to cause such Lien to be discharged and released from any record, at COG's sole cost and expense. COG shall indemnify and hold Gotcha harmless from and against any and all costs and expenses, including reasonable attorneys' fees and costs, incurred in discharging and releasing any such Lien. All COG Equipment used in connection with the Services, unless otherwise expressly set forth in this Agreement, shall remain the property of COG.
- (e) Additional Equipment. Gotcha will make available to COG, at its option, to purchase certain racks, signage panels, and other related equipment ("**Additional Equipment**") that could be use on the Premises in conjunction with the Assets. If the COG or any of its constituent members wishes to purchase any such Additional Equipment at any time, the Parties shall enter into another Order Form under this Agreement.

3. Fees and Expenses.

- 3.1 Services Fees and COG Equipment Rates. In consideration of the provision of the Services by Gotcha and the rights granted to COG under this Agreement, COG shall pay the Services fees and fees for Additional Equipment (collectively the "**Fees**") as set forth on the Order Form, subject to Section 4.1(b). Payment to Gotcha of the Fees, and the reimbursement of any Expenses (defined in Section 3.2) shall constitute payment in full for the performance of the Services. Unless otherwise specified in the Order Form Gotcha will invoice COG monthly for Services rendered. All invoices shall be due within thirty (30) days of receipt. If COG disputes any invoiced payments under this Agreement, it shall do so only in writing to Gotcha through the COG Contract Manager, stating the reasons for such dispute and its determination of any different amounts. The Parties shall cooperate in good faith to resolve any such disputes, without undertaking any available remedy under this Agreement or resorting to formal proceedings, for a period of sixty (60) days.
- 3.2 User Fees. In consideration of the provision of the Services by Gotcha, COG shall permit Gotcha to directly bill and collect from Users various fees to utilize the Services, including but not limited to, monthly and annual membership fees, pay as you go fees and penalty fees ("**User Fees**"). COG shall not be entitled to any User Fees collected due to the Services provided under this Agreement.
- 3.3 Expenses. COG shall reimburse Gotcha for all expenses and costs related to the Services incurred in accordance with the Order Form ("**Expenses**") that have been pre-approved in the Order Form or otherwise by the COG Contract Manager, within sixty (60) days of receipt by COG of an invoice from Gotcha accompanied by receipts and reasonable supporting documentation as reasonably requested by COG.



3.4 Late Payments. Except for invoiced payments that COG has successfully disputed, all late payments shall bear interest at rate of five (5)% per month, calculated daily and compounded monthly. COG shall also reimburse Gotcha for all reasonable expenses and costs incurred in collecting any late payments including, without limitation, reasonable attorneys' fees and costs. In addition to all other remedies available under this Agreement or applicable law (which Gotcha does not waive by the exercise of any rights under this Section 3.3), Gotcha shall be entitled to suspend the provision of the Services at any time during the Term, in its sole discretion, if COG fails to pay any undisputed amounts when due hereunder and such failure continues for sixty (60) days following written notice thereof.

3.5 Taxes. Each Party shall be solely responsible for any and all income taxes, and related interest or penalties, incurred by such Party in respect of this Agreement including, without limitation, any federal, state, or local income tax, and any withholding or employment taxes imposed upon such Party, including in respect of any advertising revenue to such Party. COG shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable to Gotcha hereunder, as well as related to any real estate taxes or levies, if any, associated with the Premises and on which any Gotcha Equipment or COG Equipment is installed.

4. Term and Termination.

4.1 Term, Renewals and Fee Changes.

(a) Term and Renewals. This Agreement shall commence upon the Effective Date and continue for a period of three (3) years from the Launch Date (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement may be renewed for an additional three (3)-year period (the “**Renewal Term**”) if the Parties concur in writing no later than one hundred and twenty (120) days prior to such expiration. Upon expiration of the Renewal Term, unless the Parties agree otherwise, this Agreement shall continue on a month-to-month until terminated by either Party upon thirty (30) days’ written notice to the other Party (the “**Extended Term**”); *provided, however*, that the Extended Term shall automatically expire after twelve (12) months. The Initial Term, the Renewal Term and the Extended Term, if any, are referred to collectively as the “**Term**”.

(b) Fee and Payment Terms Changes. COG understands and agrees that Gotcha may increase the Fees and COG Equipment Rates as set forth in the Order Form, for any Renewal Term, as well as change the payment terms for such Fees as set forth in the Order Form. No later than one hundred and eighty (180) days prior to the expiration of the Initial Term or any Renewal Term and prior to COG having to concur in writing to the Renewal Term, Gotcha, in its sole discretion, shall notify COG of any changes to Fees, COG Equipment Rates or related payment terms as set forth in the Order Form, which shall become effective upon the commencement of the applicable Renewal Term. Gotcha, in its sole discretion, may increase the Fees and COG Equipment Rates during the Renewal Term or any Extended Term and change the related payment terms thereof, upon written notice to COG, which shall become effective sixty (60) days after receipt of such notice.

4.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within sixty (60) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject,



voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, which is not fully stayed within ten (10) days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

4.3 Termination Without Cause.

- (a) Gotcha. Gotcha may terminate this Agreement at any time prior to the expiration of the Term, for any reason whatsoever, by providing COG with thirty (30) days' prior written notice of its decision to terminate.
- (b) COG. It is acknowledge by Gotcha that COG is funding the Services under this Agreement with grant funds received from one or more other government agencies and that COG lacks sufficient funds of its own to pay for the Services in the absence of the grant funds. Should the grant funds be suspended, terminated, or otherwise made unavailable by the grantor agency or agencies, COG may terminate this Agreement at any time prior to the expiration of the Term, upon thirty (30) days' written notice documenting proof of the unavailability of funds.

4.4 Effect of Termination.

- (a) Equipment Removal. Upon any termination or expiration of this Agreement, for any reason, the License granted hereunder shall automatically terminate after a period of sixty (60) days following such date, and Gotcha shall be permitted reasonable access to the Premises for such post-termination period, or longer if otherwise extended by the Parties, for purposes of removing Gotcha Equipment on the Premises. The Parties will cooperate in good faith in respect of such removal, and coordinate appropriate times and procedures for such access and removal. Upon removal of all Gotcha Equipment, COG shall have no obligation to ensure access for Gotcha or its personnel to the Premises for purposes of the Business.
- (b) Final Payments. Upon early termination for any reason whatsoever, any Fees or outstanding Expenses owed to Gotcha shall be prorated to the date of such termination and final payment shall be made by COG within sixty (60) days of the date of termination.
- (c) Survival. The rights and obligations of the Parties set forth in this Section and in Sections 5, 6, 9, 10 and 11, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

- 4.5 Force Majeure. Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, lock-outs, labor stoppages, disputes or slowdowns, failures of subcontractors or suppliers, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (viii) national or regional shortage of adequate



power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure**"); in each case, provided that such event is outside the reasonable control of the affected Party.

5. **Confidentiality.** The Parties agree that the specific terms and conditions of this Agreement including, without limitation, the Fees shall be confidential and only disclosed by COG as set forth in this Section, unless otherwise required under applicable law including but not limited to the California Public Records Act. COG shall not, without the prior written consent of Gotcha, use or disclose any Confidential Information of Gotcha during the Term and for a period of two (2) years following the expiration or termination of this Agreement unless required by law or a court of competent jurisdiction. Notwithstanding the generality of the foregoing, COG may disclose Confidential Information to any personnel, consultants, contractors and counsel who have a need to know in connection with this Agreement and have agreed to be bound by the provisions of this Section, or as otherwise required under applicable law, but only to the extent to ensure COG's compliance therewith. "**Confidential Information**" means any non-public information of Gotcha relating to the Business, the Services and Gotcha's activities, financial affairs, technology, marketing, client lists and sales plans and pricing, or that is otherwise marked as "confidential", that is disclosed to or obtained by COG in connection with this Agreement. Confidential Information does not include information which (i) is or becomes public knowledge through no breach of this Agreement by COG, (ii) is received by COG from another party that is not under a duty of confidentiality, or (iii) is already known or is independently developed by COG without use of the Confidential Information. If COG is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Gotcha of such requirements to afford Gotcha the opportunity to seek, at Gotcha's sole cost and expense, a protective order or other remedy.

6. **Intellectual Property.**

- 6.1 **Rights.** All intellectual property rights of Gotcha related to the Business and the Services, including Gotcha Equipment, and all materials prepared by Gotcha or its Affiliates in connection therewith and hereunder including, without limitation, (i) copyrights, software, patents, patent applications and patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade secrets, trade dress, trade names, logos, taglines, corporate names and domain names, insignia, symbols or decorative signs (collectively, "**Marks**"), (iii) know-how, show-how and Confidential Information related to any of the foregoing, and (iv) together with all of the moral rights in and goodwill associated therewith, derivative works, corrections, enhancements, updates, modifications, tangible or intangible proprietary information, rights to apply for registration, and all other rights therein and thereto (collectively, "**Intellectual Property Rights**"), except for any Confidential Information of COG (to the extent not prepared by Gotcha), are and shall be owned by Gotcha (or, in certain instances, by its Affiliates), and not by COG. Gotcha hereby grants COG a limited license to use all such Intellectual Property Rights solely in connection with the Services during the Term, free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up and royalty-free basis, to the extent necessary to enable COG to make reasonable use of the Services. COG acknowledges and agrees that other than as expressly provided in this Section, nothing herein shall be construed as Gotcha of, directly or indirectly, selling, leasing, licensing, pledging, sublicensing, lending, encumbering or otherwise transferring any of the foregoing Intellectual Property Rights other than in connection with the Services, and agrees, to the extent permitted under applicable law, to indemnify and hold Gotcha harmless from and against any claim otherwise.

- 6.2 **Marks.** No Party grants to the other Party any right in or license to use such Party's Marks, other than as expressly set forth in this Agreement. Each Party grants the other Party (including as to their Affiliates) a limited license to use the other Party's Marks during the Term, free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up and royalty-free basis, to the



extent necessary for the performance of obligations under this Agreement, which right shall include a right to advertise or make other public announcements in general about the existence of the relationship between COG and Gotcha and the Services, in all cases subject to Section 5.

7. General Representations and Warranties. COG represents and warrants to Gotcha that: (a) it is a duly authorized to do business by the State of California; (b) it has the lawful power to engage in the business it presently conducts and contemplates conducting, and is not party to any investigation, proceeding or action by any governmental authority which may materially affect its ability to effectuate its obligations under this Agreement and, in the event that it becomes such a party, shall immediately notify Gotcha of such investigation, proceeding or action; (c) it has the authority to execute and carry out this Agreement and to perform its obligations hereunder, and has obtained all necessary authorizations in connection therewith; (d) it has obtained and shall obtain from time to time any and all licenses, permits or other approvals required under applicable law, which license, permits or other approvals shall be kept current at all times throughout the Term; (e) the execution, delivery and performance of under this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by its constituent documents or internal regulations, any applicable law or any material covenant, agreement, understanding, decree, judgment, indenture, instrument or order to which it is a party or by which it or any of its properties or assets is bound or affected; and (f) it will comply with all applicable law related to this Agreement and will cooperate fully with Gotcha in complying with such applicable law.
8. Insurance. On or before the commencement of the terms of this Agreement, Gotcha shall furnish the COG with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Section 8. Such certificates, which do not limit Gotcha's indemnification responsibilities, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the SGVCOG. Attention: Risk Manager."

It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the SGVCOG and licensed to do insurance business in the State of California. Endorsements naming the SGVCOG, participating cities, its City Council, boards, committee, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

8.1. Coverage: Provider shall maintain the following insurance coverage:

(a) Workers' Compensation:

Statutory coverage as required by the State of California.

(b) Liability:

Commercial general liability and Right of Way damage coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate



If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(c) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(d) Excess Liability (Umbrella):

\$5,000,000 for bodily injury, personal injury, and property damage liability coverage

- 8.2. Subrogation Waiver: Gotcha agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Gotcha shall look solely to its insurance for recovery. Gotcha hereby grants to COG, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Gotcha or COG with respect to the services of Gotcha herein, a waiver of any right to subrogation which any such insurer of said Gotcha may acquire against COG by virtue of the payment of any loss under such insurance.
- 8.3. Failure to Secure : If Gotcha at any time during the term hereof should fail to secure or maintain the foregoing insurance, COG shall be permitted to obtain such insurance in Gotcha's name or as an agent of Gotcha and shall be compensated by Gotcha for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.
- 8.4. Additional insured COG, its constituent members, their City Councils, and the COG's boards, committee, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.
- 8.5. Sufficiency of Insurance: The insurance limits required by the COG are not represented as being sufficient to protect Gotcha. Gotcha is advised to consult Gotcha 's insurance broker to determine adequate coverage for Gotcha.
- 8.6. Cash Bond: Gotcha shall provide a cash bond of \$50/bicycle, with a set maximum of \$15,000, and be replenished should the bond drop below \$10,000. The form of the bond shall be approved by the COG. These funds shall be accessible to the COG for future public property repair and maintenance costs that may be incurred; for removing and storing bicycles improperly parked; or for promptly removing, repurposing or recycling bicycles if Gotcha is not present to remove bicycles if this Agreement is



terminated. If Gotcha increases the size of their bicycle fleet, the cash bond shall be adjusted appropriately before deploying additional bicycles.

9. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party and their parent and subsidiary entities, related and affiliate entities, and its and their owners, directors, officers, employees, vendors, representatives and agents ("**Affiliates**") (each, an "**Indemnified Party**") from and against any and all losses, ~~damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, interest, and disbursements~~ (including reasonable attorneys' fees and costs, and expenses related to investigation and appeals, arbitration, enforcement of judgments, and proceedings in equity) ("**Loss**"), which may be suffered by, incurred by, accrued against, charged to or recoverable from any Indemnified Party, by reason of any claims, actions, suits or proceedings ("**Claim**") arising out of or relating to any act, error or omission resulting in grossly negligent, reckless or willful misconduct of such Party or its Affiliates during the Term in connection with this Agreement including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) to a natural person; (b) damage to any other party's personal or real property; (c) any material misrepresentation or breach of warranty by such Party of any representation or warranty set forth in this Agreement; (d) any material breach by such Party of any provision of this Agreement; and (e) any claim of infringement related to any Intellectual Property Rights; *provided, however*, that the foregoing indemnity shall not apply to the extent that the applicable Loss resulted in whole from the acts or omissions of an Indemnified Party. A Party seeking indemnification under this Agreement shall give written notice thereof to the other Party promptly following discovery of the fact or circumstance giving rise thereto; provided, however, that any delay in providing such notice shall not impact a Party's right to be indemnified, except to the extent that the other Party is actually prejudiced thereby. Neither Party shall settle or compromise any Claim without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
10. Limitation of Liability; Assumption of Risk; Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, MORAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, OR FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY AT LAW OR IN EQUITY, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF IT ESSENTIAL PURPOSES, AND EACH PARTY EXPRESSLY RELEASES THE OTHER PARTIES FROM ANY SUCH LIABILITY. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF A PARTY UNDER THIS AGREEMENT, WHETHER BASED ON A CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE FOR ALL EVENTS, ACTS OR OMISSIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID UNDER THIS AGREEMENT FOR ANY TWO (2)-YEAR PERIOD DURING THE TERM THAT IMMEDIATELY PRECEDED THE DATE OF SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL NOT APPLY, HOWEVER, TO: (A) A PARTY'S CRIMINAL OR FRAUDULENT CONDUCT; (B) A PARTY'S OBLIGATIONS OF INDEMNIFICATION RELATED TO INTELLECTUAL PROPERTY RIGHTS UNDER SECTION 6.1 or SECTION 9; (C) TO LIMIT IN ANY WAY THE EXTENT OF APPLICABLE INSURANCE PROCEEDS; (D) TO COG'S OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 1.2 AND SECTION 2.2(G); (E) OR AS OTHERWISE PROHIBITED BY APPLICABLE LAW GOVERNING THE RIGHTS AND DUTIES OF COG IN ENTERING INTO CONTRACTS LIKE THIS AGREEMENT.

Each Party assumes any and all risks of personal injury and property damage attributable to the acts or omissions of such Party or any of its Affiliates, to the degree that such damage is attributable to such Party or Affiliate. 30



GOTCHA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES (INCLUDING, FOR CLARIFICATION, THE DELIVERABLES AND THE SERVICES), INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

11. Miscellaneous.

~~11.1~~ Notice. Any notice or approval required or permitted under this Agreement must be in writing and shall be given to the other Parties at their addresses set forth in this Section. Each such notice, request or other communication shall be effective (i) if given via facsimile, the date on which it is transmitted to the number provided by a Party in writing to the other Party, and the appropriate confirmation is received, (ii) if given by U.S. Mail, five (5) calendar days after such communication is deposited in the mail with first class, return receipt requested postage prepaid, addressed as aforesaid, and (iii) if given by overnight courier, forty-eight (48) hours after the date on which such communication is received by such courier. E-mail shall be a permitted means of providing notice to a Party under this Agreement as long as receipt can be verified, and provided that notice through e-mail shall be effective forty-eight (48) hours after the date on which the e-mail notice can be verified as received. Unless otherwise notified by a Party in writing, a Party shall submit any notice hereunder as follows:

<i>If to Gotcha:</i>	Gotcha, LLC, 7 Radcliff St., Suite 200 Charleston, SC 29403 Attn: Brett Vigrass, General Counsel brett@thegotchagroup.com <i>With a copy to:</i> Ryan Leach, CFO ryan@thegotchagroup.com
<i>If to COG:</i>	[Marisa Creter, Executive Director San Gabriel Valley Council of Governments The Alhambra 1000 South Fremont Avenue, Unit #42 Building A-10, Suite 10220 Alhambra, CA 91803 with a copy to: Kimberly Hall Barlow, General Counsel San Gabriel Valley Council of Governments Jones & Mayer 3777 N. Harbor Blvd Fullerton, CA 92835



Any such notices, demands and requests shall be deemed to be delivered (a) if delivered in person, on the date so delivered, and (b) if sent by overnight delivery service, on the delivery date as evidenced by the courier's confirmation. The addresses set forth herein may be changed by written notice to the other Party.

Except as otherwise specifically set forth in this Agreement, all notices, extensions, modifications, consents, requests and approvals to be given by either Party under any section of this Agreement shall be in writing and not be unreasonably withheld by the other Party.

- 11.2 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without regard to applicable conflicts of law principles, and this Agreement shall for all purposes be deemed to have been executed, delivered and agreed to by and between the Parties entirely within the State of California.
- 11.3 Dispute Resolution; Jury Waiver. Any dispute arising out of or related hereto, which cannot be resolved amicably among the Parties after good faith efforts of not less than sixty (60) days, shall be held in the Superior Court of the County of Los Angeles, California and waive all objections to the laying of venue therein. Each Party shall be responsible for its own attorney's fees and costs in respect of any dispute related to this Agreement, including the costs of any investigations and appeals. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE, AND AGREES THAT SUCH WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THEREUNDER.
- 11.4 Assignment. Except as expressly set forth otherwise in this Agreement, no Party may assign its rights under this Agreement, in whole or in part, without the prior written consent of the other Party. Nothing herein shall be construed to prevent Gotcha from delegating its duties hereunder to its Affiliates, provided that Gotcha in any event shall remain responsible for its obligations hereunder irrespective of any such delegation.
- 11.5 Binding Effect; Survival. This Agreement shall be binding upon, and will inure to the benefit of, the Parties and their successors and valid assigns. The obligations of the Parties and the provisions of this Agreement that by their nature survive the termination hereof, including those obligations as expressly stated in this Agreement, shall survive and inure to the benefit of the Parties, their successors and valid assigns.
- 11.6 No Third Party Beneficiaries. Except as expressly set forth otherwise in this Agreement, this Agreement is intended solely for the benefit of the Parties and their respective successors and valid assigns, and is not intended to confer any benefits upon, or create any rights in favor of, any other party other than the Parties.
- 11.7 Cumulative Remedies. All rights and remedies of a Party set forth in this Agreement shall be in addition to all other rights and remedies available at law or in equity including, without limitation, a right to specific performance, and temporary and permanent injunctive relief, to the extent permitted under applicable law.
- 11.8 No Waiver. No waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Party making such waiver, and any such waiver shall apply only to the specific occasion which is the subject of such waiver or consent and shall not apply to the occurrence of the same



or any similar event on any future occasion. No delay express waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provision whether or not similar, and no waiver shall constitute a continuing waiver. Any delay in enforcement of any provision hereof shall not constitute a waiver thereof.

- 11.9 Entire Agreement; Construction. This Agreement, including its preamble, recitals, Order Form, and any and all exhibits, appendices and valid amendments, constitutes the entire agreement and understanding of the Parties and supersedes all prior or contemporaneous agreements, understandings or representations, written or oral, by the Parties. The headings in this Agreement are provided for convenience of reference only and shall not affect the construction of any text. Any reference to the singular shall also include a reference to the plural, and vice versa, as the context requires. This Agreement shall be construed as drafted by all of the Parties, and no provision of this Agreement shall be interpreted for or against any Party on the basis that a Party, its Affiliates or counsel drafted such provision. In the event of any conflict between any term or provision of this Agreement and any term or provision of any exhibit hereto, the term or provision of this main document shall prevail.
- 11.10 Amendment. This Agreement may not be modified or amended unless done so in a writing signed by the Parties.
- 11.11 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, illegal, invalid or otherwise unenforceable under Applicable Law, such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
- 11.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which, including counterparts executed electronically through verifiable means, shall be deemed to be an original for all purposes.
- 11.13 Independent Counsel; Costs. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief and knowledge, and such advice as it may have received from its own counsel, and that it has not been influenced by any representation or statement made by the other Party or such Party's Affiliates, including its counsel. Each Party shall pay its own fees and expenses incurred in connection with the negotiation, drafting and execution of this Agreement, and in respect of the transactions contemplated by this Agreement (including, without limitation, attorney's fees and costs).
- 11.14 Further Assurances. From time to time, as and when reasonably requested by a Party or its successors or assigns, the other Parties shall execute and deliver, or cause to be executed and delivered, such documents and instruments, and shall take, or cause to be taken, such further or other actions as may be reasonably necessary, to carry out the purposes set forth in this Agreement.

[Remainder of Page Intentional Blank; Signatures Appear on Following Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GOTCHA

By: _____

Name: Sam Flood

Title: CEO

Date: 2/27/19

COG

By: _____

Name: Marisa Croter

Title: Executive Director

Date: 3/4/19

[Signature Page to Master Services Agreement]



EXHIBIT A

ORDER FORM

SEE ATTACHED





ORDER FORM

This Order Form and any addenda attached hereto or referenced herein are hereby incorporated by reference to the Master Services Agreement, between Gotcha Mobility, LLC ("Gotcha") and the COG identified below ("COG") dated February 24th 2019 ("Agreement"). The Order Form will become effective as of the date when this Order Form is executed by authorized representatives of both parties (the "Order Form Effective Date"). Service Provider acknowledges and agrees that the additional terms and conditions for the Services found in the Agreement describe the rights, obligations, restrictions and liabilities of the parties with respect to the Services. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

COG INFORMATION:

COG:	San Gabriel Valley Council of Governments		
ADDRESS:	The Alhambra 1000 South Fremont Avenue, Unit #42 Building A-10, Suite 10220 Alhambra, CA 91803		
PRIMARY CONTACT:	Marisa Creter	TITLE:	Executive Director
PHONE:	(626) 457-1800	EMAIL:	mcreter@sgvcog.org
BILLING CONTACT:		TITLE:	
PHONE:		EMAIL:	
INITIAL TERM: 3 YEARS		TOTAL CONTRACT VALUE: \$1,926,500	
INVOICED: DUE NET 30		ANTICIPATED LAUNCH DATE: TBD	
ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL ANNUAL
GOTCHA BIKE 3.0	840	\$1,450	\$1,218,000.00
Extra Batteries	210	\$200	\$42,000.00
Re-Launch and Launch Activities	-	-	\$100,000.00
Hubs	126	-	\$566,500.00
TOTAL ANNUAL			\$1,926,500.00

Additional Terms and Conditions: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Payment Terms. In addition to those standard Payment Terms found in Section 3 Fees and Expenses, COG shall pay Gotcha the deposit amount listed above upon execution of the Order Form. Gotcha will invoice all amounts owed in equal quarterly payments for the Term commencing upon Launch Date. The



deposit amount will be credited to the account to cover the last two quarterly payments. Gotcha will provide the university a payment schedule upon issuance of the first quarterly payment invoice.

COG ACKNOWLEDGES AND AGREES THAT IT HAS READ THE TERMS AND CONDITIONS ATTACHED HERETO AND COG HEREBY EXPRESSLY AGREE TO BE BOUND BY AND COMPLY WITH THE MASTER SERVICE AGREEMENT.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed the Order Form as of the Order Form Effective Date:

GOTCHA

By:

A handwritten signature in black ink, appearing to read 'Sean Flood', written over a horizontal line.

Name: Sean Flood

Title: CEO

Date: 2/27/19

By:

A handwritten signature in black ink, appearing to read 'Marisa Cretor', written over a horizontal line.

Name: Marisa Cretor

Title: Executive Director

Date: 3/4/19

Scope of Work

The San Gabriel Valley Council of Governments (SGVCOG) desires to engage a qualified firm to provide services for implementing, operating and maintaining a highly successful and financially self-sustaining regional automated e-bike share system. At a minimum, the system must include 840 bicycles. The bike share system should incorporate technology to allow bicycles to be returned at any existing bike rack or identified bike parking location. All bicycles in this fleet must be enabled with pedal-assist or fully electric technology, and at least 420 bicycles in the fleet must serve communities that are identified as Disadvantaged Communities as defined by [CalEnviroscreen](#) or [SB 535](#). Implementation of the system is expected to take place beginning in Spring of 2019. It is expected that the system will launch in phases, with flexibility for proposers to set a timeline of implementation.

The successful firm shall be responsible for site planning and installation of the system at locations on public properties, private properties (including colleges, universities and major employers), parks, in the public right-of-way and at all other proposed locations. Additionally, the successful firm must show, by using supporting data, how their proposal would reduce vehicles miles traveled (VMT) and encourage long-term mode shift from single occupancy vehicles.

List of Participating Cities:

1. Arcadia
2. Covina
3. Duarte
4. El Monte
5. La Verne
6. Monterey Park
7. Pomona
8. San Dimas
9. South El Monte
10. Pasadena
11. South Pasadena
12. County of Los Angeles (select unincorporated areas within the San Gabriel Valley)

As described in the scope of work below, the SGVCOG, on behalf of the participating cities, will fund certain expenses related to equipment, infrastructure and program launch. The vendor must agree to operate and maintain the system at no cost to the SGVCOG and/or participating cities. The participating cities will work with the SGVCOG to develop a local ordinance to manage the vendor as an authorized bike share provider within their jurisdiction.

APPENDIX B

Scope

- Vendor must deliver, at a minimum, 840 bicycles to identified communities in the San Gabriel Valley. Proposal should identify an optimized fleet size and cost per bicycle. The SGVCOG reserves the right to fund and award additional bicycles and include additional cities under this contract, if deemed appropriate. All bicycles must be pedal assist or fully electric. Proposal should indicate how users access bicycles (e.g. via a mobile phone app, at specified “mobility hub” locations, etc.) (**Eligible Expense**).
- Proposal must include a long-term (minimum 36 months) plan for launch, maintenance and operations that addresses the following:
 - **Launch and Pre-Launch (Eligible Expense):** Vendor will be responsible for planning and executing launch events to showcase the system and provide an opportunity for media and community engagement. These events will begin the region wide roll out of the system. Based on coordination with participating cities, the vendor may launch the system in phases. Additionally, vendor will assist with the enrollment of users, coordinate with cities on City-specific launch events, and identify and support additional strategies, such as open streets events, to engage first-time users.
 - **Marketing, Outreach and Education (Ineligible Expense):** Vendor will oversee branding, marketing, membership sales and public relations. Marketing and outreach should, at minimum, focus on the following groups: college and university students, major employers, and transit users. Marketing and outreach materials should incorporate safety information and best practices to minimize accidents, encourage use of helmets and reinforce existing laws. Vendors are encouraged to partner with nonprofit or community-based organizations to outreach to community members to increase participation and support safety messaging. Marketing should also include encouraging potential riders to develop long-term mode-shift behaviors.
 - **Maintenance and Operations:** This includes ongoing reporting, customer service, accounting, complaint resolution and legal issues associated with system.
 - **Bicycle Parking Infrastructure (Eligible Expense):** Vendor will be responsible for installation of additional bike racks, bike corrals, designated parking zones, charging stations, mobility hubs, signage and wayfinding to locate bike infrastructure. For any proposed parking zones and/or mobility hubs, proposal should include details on how designated zones would be selected and marked (i.e. paint, decals, etc), and may include areas prohibited for parking. A mobility hub is defined as a single location (business, university, housing, etc.) where users can rent/return bicycles. Hub locations should

APPENDIX B

encourage multimodal connectivity and reduce travel times. Bike parking placement can be informed and improved by mapping hot spots of demand for walking, biking, and bike share and connections to existing bike lanes and trails.

- **Bike Parking and Charging Strategy (Eligibility Varies):** Proposal must include a comprehensive strategy for ensuring that a very high percentage of bicycles will be parked legally and responsibly at any time, minimizing the negative impacts to pedestrians, transit riders, and private property owners. In addition to leveraging additional bicycle parking infrastructure referenced above, the strategy should be multi-faceted and could include existing or new technology, user incentives/disincentives, education, restrictions on parking areas (and in which types of locations). The strategy may include the use of geo-fencing to encourage/enforce legal bike parking. If any proposed technology is not yet available, provide a date by which it would be launched. Vendor Bike Parking Strategy should ensure at least 90% of bicycles not in use are available for rental, and are parked in compliance with the parking strategy at all times. The eligibility of the expenses will vary based on their nature. Any up-front infrastructure costs, such as geo-fencing technology, sensors, etc, are eligible as well as any initial education and marketing included as a part of launch activities. Any ongoing labor, marketing, pricing incentives or other expenses incurred after launch are ineligible for reimbursement. Additionally, the vendor can propose charging infrastructure for pedal assist / electric bikes. This would be an eligible expense.
- **Ongoing Maintenance Plan (Ineligible Expense):** Vendor must identify a plan to ensure ongoing, regular maintenance of all bicycles. Maintenance includes, but is not limited to, repair and lifecycle replacement of entire system and all components to ensure safe and usable bikes. Additionally, vendor must identify a strategy to ensure that a high percentage (>90%) of pedal-assist and/or fully electric bicycles available for rental are charged.
- **Ongoing Operations Plan (Ineligible Expense):** Utilizing fully-informed data-driven recommendations, vendor shall work with participating communities to identify bike share priority service zones. The operations plan will address re-balancing of the bikes, incorporating system equity to ensure stations are accessible to a broad cross section of the community. In particular, the vendor should identify how their proposed plan addresses first-last mile connectivity with transit, while concurrently ensuring that their product will not hinder or otherwise add a barrier to access or capacity

APPENDIX B

on local transit. Vendors must also identify and implement unique and innovative approaches in their plan to ensure bicycles do not become a public nuisance.

- **Benefit to Disadvantaged Communities (DAC):** Per the terms of the funding source, at least 420 bicycles must be intended to serve Disadvantaged Communities as defined by [CalEnviroscreen](#) or [SB 535](#). The Vendor operations plan and placement strategy must describe how the bikes will serve the DAC's within the participating communities.
- **Farebox Integration:** Provide a timeline and work plan for integrating with existing farebox payment systems with other transit agencies so the same card on their system can be used on these bicycles.
- **Ensuring User Privacy and Data-Sharing to Public Agencies:** Vendor must agree to cooperate with the SGVCOG and participating cities in the collection and analysis of aggregated operations and usage data. Additionally, the vendor must describe what reasonable precautions will be taken to ensure user privacy and encryption of financial data. Requirements related to the sale of data will be negotiated during the contracting phase.
- **Financial Plan:** Proposal must describe how the bike share system will be financially sustained without public funds, including an identification of sponsorships (if applicable) and detailed ridership fee information.

RFP Evaluation Criteria

- **Proposer's Expertise, Experience, and Innovation (25%):**
 - Experience in developing and operating similar bike share systems for cities, or institutional partners, including launch, marketing, and outreach. Proposal should specifically identify experience in operating multijurisdictional systems.
 - Ability to maintain a system in a state of good repair for routine and non-routine needs of bikes and station areas
 - References from municipal or institutional clients; minimum 3 references.
 - Proposal should include ridership data for any existing systems.
 - Qualifications of key personnel and roles.
 - Demonstrated ability to achieve mode share shift.
 - Proposal identifies unique or innovative strategies to address issues identified with existing bike share systems (public nuisance/ infringement in public ROW, low ridership, high maintenance and operations costs).
- **Quality of Equipment & Software (15%):**
 - Demonstrate reliability, quality of installation, and quality of equipment as demonstrated in existing systems in operation.

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- Ability to meet all “required” elements listed in Table 3 - Bicycle Elements.
- Ability to acquire high quality equipment with enough stock to serve all participating cities and mechanisms for the SGVCOG and participating cities to monitor the quality of user experience and enhance the system as needed over time.
- **Maintenance and Operations Plan (30%)**
 - Ability to address elements identified in Scope of Work and meet Performance Metrics identified in Table 2 – Performance Metrics.
- **Cost (30%):** The Cost Proposal shall include costs listed as eligible in Table 1 – Task Funding Expense Eligibility. Proposal must clearly identify cost per bicycle (standard, pedal-assist and fully electric).

Table 1 – Task Funding Expense Eligibility

Task	Funding
Bicycles	Eligible Expense
Additional batteries and spare parts (to be used for repairs during term of contract)	Eligible Expense
Launch and pre-launch activities	Eligible Expense
Marketing, outreach and education	Ineligible Expense
<i>Maintenance and Operations</i>	
Bicycle Parking Infrastructure	Eligible Expense
Bike Parking Strategy	Varies (See above)
Ongoing Maintenance	Ineligible Expense
Ongoing Operations	Ineligible Expense
Benefit to Disadvantaged Communities	N/A
User Privacy and Data-Sharing	N/A
Financial Plan	N/A

Table 2 - Performance Metrics

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
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App & customer service support portal	App/ reservation system fully operational	Uptime reporting	99.5% uptime.	Any given point in time/Quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the communities outlined in above and additional cities that express interest.	Any given point in time/Monthly
Bicycles in service (In working order)	Bikes available for use	Daily uptime reports	Deploy and maintain a minimum of 840 bicycles in service at all times. Bicycles will be phased into deployment over a 6 week period and can be increased based on usage and demand. Vendor will inspect and perform maintenance on all bicycles at least monthly or every 200 miles, whichever is less, to ensure a minimum of 840 bicycles are available for public use at all times, and a minimum of 90% of all pedal assist and/or fully electric bikes should be at least 50% of full charge when available for rental. Vendor may propose short-term and long-term rental options (i.e. hourly, daily, and weekly rental options)	Any given point in time/Quarterly
Bicycle Maintenance and Repairs	Inspection and repair of bicycles to ensure safe and functional usage.	Maintenance reports	Vendor will inspect and perform maintenance on all bicycles at least monthly or every 200 miles, whichever is less. All bicycles must be inspected to insure proper functioning of payment devices, batteries,	Monthly

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			headlights/taillights, tires, brakes and steering. Bicycles failing to meet operational standards must be pulled from public circulation and replaced until repaired. Batteries must be charged or swapped out for fully charged batteries on a daily basis. Vendor must have at least 2 batteries per bicycles available in inventory at all times.	
Report Responsiveness	Response time to non-working bicycles, improper bicycle parking, graffiti / other damage on bicycles or other complaints communicated to Customer Service	Time relative to report logs	All reports will be resolved within two (2) hours during business hours between 8am to 8pm, Monday through Friday except for State and Federal holidays. For any reports outside of business hours, issues must be resolved within two hours (2) of start of next business hours.	Any given point in time/Quarterly
Data Reporting	Real-time data on usage	Aggregate data reports, data dashboards, and mapping	Vendor shall develop and maintain a data "dashboard" that is available to the City and the SGVCOG 24-hours a day, 7 days a week, with real time data, at a minimum the following will be included: • Total bicycle trips • Avg. number of daily riders • Avg. distance of rides • Pick-up and drop-off heat maps • Trip route heat maps • Location of parked	Any given point in time/Monthly

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			bikes • Avg. duration of trips • Unique riders per week	
Bicycle Parking	Implementation of bicycle strategy to ensure that bicycles are not blocking ADA access or right-of-way. Minimized nuisance parking. This could also mean the implementation of a mobility hub for parking, charging and rental.	Reported complaints and maps of designated parking locations compared to available bikes within the location.	Vendor shall ensure that at least 90% of bicycles are parked in compliance with the agreed upon parking strategy at all times. Parking locations must have charging infrastructure, at the location it is returned to, or vendor must provide a mode for easy self-serve charging.	Any given point in time/Monthly

Non-performance Penalties

Provider must meet the following project delivery milestones and performance standards or be subject to the following penalties:

- **Equipment Delivery:** Equipment shall be in place within 90 days of execution of contract (according to project phasing schedule) unless otherwise specified by SGVCOG in writing. Failure to provide equipment by specified date shall result in a penalty of \$50 per bicycle per day.
- **Bicycles in Service:** 840 bicycles must be operational and available to the public at all times during the three-year contract period. A penalty of \$50 per day per bicycle will be assessed if less than 840 bicycles are not available for use by the public
- **Report Responsiveness:** Bicycles reported as being located in a designated non-parking area shall be relocated within 2 hours on working days during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any reports outside of business hours, issues must be resolved within two hours (2) of start of business hours. Failure to respond shall result in a penalty of \$50 per bicycle per day.
- **Bicycle Maintenance and Repairs:** All bicycles must be inspected, at a minimum, once every 30 days to insure proper functioning of payment devices, batteries, headlights/taillights, tires, brakes and steering. Bicycles failing to meet operational standards must be pulled from public circulation and replaced until repaired. Vendor will provide a full inspection log each month. Failure to meet inspection requirements will result in a penalty of \$50 per bicycle.

Table 3 - Bicycle Elements

Required Elements

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- Lighting and reflector system (include rear and front light and meeting California Vehicle code requirements for bicycles ridden at night)
- Puncture resistant tires
- Reliable and intuitive braking system
- One size to fit majority of adult population with seat-only adjustment
- Theft and tamper resistant
- Cargo capacity for up to twenty pounds
- Equipped with GPS tracking devices or equivalent
- Bike with a chain-guard and multiple gears (3 or more)
- Easy to operate: easy to mount and to hold in stopped position
- Kickstand or other device to allow the bicycle to be supported upright
- Equipped with sensors on bikes to diagnose and self-report mechanical problems
- Front or rear basket

Desired Elements

- Corrosion resistant material with rust-proof external parts
- Chainless bike
- Light weight (less than 35 pounds)
- Comfortable seat with an upright riding position allowing for confident riding in traffic
- Record of reliable operation under similar regional bikeshare system conditions
- Easily adjustable seat that resists movement after adjustment
- Lighting system that remains on when the bicycle is not in motion (i.e., stopped at an intersection)

Pedal Assist and Fully Electric Bicycle Elements

Required Elements

- User interface panel that lets riders know their speed and battery charge level.
- Capped speed of 20MPH (Type I or Type II)
- 40+ mile range on a single charge
- 15-20 mile range for fully electric bicycles

Desired Elements

- Optional on/off drive system
- Solar Charging



City Council Agenda Report

**Agenda
Item No.
7.g.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Bertha Hernandez, Communications Coordinator

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-57,
APPROVING AMENDMENT NO.1 WITH THE SAUCE
CREATIVE SERVICES, CORP., EXTENDING THE
CONTRACT FOR A PERIOD OF THREE YEARS AND
INCREASING COMPENSATION TERMS BY \$173,359.80
FOR A FIVE YEAR CONTRACT WITH A
NOT-TO-EXCEED AMOUNT OF \$285,938.28

SUMMARY: Staff is seeking to extend the contract with The Sauce Creative Services to an additional three years to March 27, 2023, due to the quality newsletter publishing services it has provided the City, with an increased compensation terms of \$173,359.80 for a five year contract with a not-to-exceed amount of \$285,938.28.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-57, approving Amendment No. 1 with The Sauce Creative Services, extending the contract for period of three years and increasing compensation terms by \$173,359.80 for a five year contract with a not-to-exceed amount of \$285,938.28

FISCAL IMPACT: For the Fiscal Year 2019-2020: The City budgeted \$58,500 for newsletter services under the Contract Services-Professional Account "Community Promotions Division" (01-100-1041-5921). The agreement with The Sauce Creative Services was for \$56,289.24 annually, equating to \$4,690.77 a month. However, the agreed upon amount was increased in December 2019 through March 2020 by \$124.78 to \$4,815.55, due to the need of additional newsletters for our community members.

Due to the COVID-19 pandemic, the majority of the City's programs and special events were cancelled and therefore, smaller newsletters were published in April, May, and June

at a reduced cost, saving the City \$2,568.03 for the Fiscal Year 2019-2020. The total amount paid to The Sauce Creative Services for newsletter publishing services was \$53,721.21 for the Fiscal Year of 2019-2020.

As the City transitions from the COVID-19 pandemic, our monthly newsletter will return to normalcy, therefore the monthly fees will go back to \$4,815.55 and annually \$57,786.60.

For the three year contract extension, the City will need to budget annually \$57,786.60 to fund services that will be provided from now to March 2023 in the total amount of \$173,359.90.

Fiscal Year	Amount
2020-2021	\$57,786.60
2021-2022	\$57,786.60
2022-2023	\$57,786.60
Total	\$173,359.90

DISCUSSION: The City of South El Monte newsletter “South El Monte News” is a monthly publication mailed to our residents to keep them informed of City news, events, programs, and activities. Our newsletter helps our community members stay connected and engaged with the City. For many residents, it’s is their number one source of obtaining information on City news and events.

In January 2018, a Request For Proposals (RFP) for Newsletter Publishing Services was conducted due to the expired contract with the then publisher Terrill Publications. The purpose of the RFP was to select the most-qualified contractor to provide newsletter publishing services to the City. In the RFP results, The Sauce Creative Services was the most qualified to provide services to the City. Additionally, it was also the lowest bidder.

On March 27, 2018, the City Council approved a Professional Services Agreement with The Sauce Creative Services for a term of two years in an amount not-to-exceed of \$112,578.48, with an option to extend the agreement an additional three years.

The Agreement was set to expire of March 27, 2020. However, due to the COVID-19 Pandemic, and the City’s Declaration of Local Emergency, including Sections 5(a) and 5(c), the City and the Consultant have agreed to allow the Agreement to be extended.

The City newsletter has significantly improved since contracting with The Sauce Creative Services for their services. It’s now a full-color twelve page publication with a new vibrant design and organized layout. The City has received positive feedback on the newsletter’s enhancements from community members.

Due to the quality of work provided by The Sauce Creative Services, Staff is seeking to extend the agreement for an additional three years to March 27, 2023, and increase the compensation terms by \$173,359.90 for a five year contract with a not-to-exceed amount of \$285,938.28.

ATTACHMENTS:

[Attachment A - Resolution No. 20-57](#)

[Attachment B - Amended Agreement](#)

Attachment A

RESOLUTION NO. 20-57

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 ALLOWING FOR A THREE YEAR EXTENSION OF THE CONTRACT WITH THE SAUCE CREATIVE SERVICES FOR NEWSLETTER PUBLISHING SERVICES, FOR A TOTAL TERM OF FIVE YEARS, IN AN AMOUNT NOT-TO-EXCEED \$285,938.28

WHEREAS, the City has entered into an agreement with The Sauce Creative Services to provide Newsletter Publishing Services; and

WHEREAS, the City and The Sauce Creative Services now desire to amend the Agreement to extend the Term of the Agreement for an additional three years to March 27, 2023; and

WHEREAS, the initial agreement had a maximum compensation of \$112,578.48 for two years of newsletter publishing services,

WHEREAS, the initial agreement was set to expire of March 27, 2020. However, due to the COVID-19 Pandemic, and the City's Declaration of Local Emergency, including Sections 5(a) and 5(c), the City and the Consultant have agreed to allow the Agreement to be extended.

WHEREAS, the extension of agreement for three years will increase the compensation terms by \$173,359.80 for total contract sum of \$285,938.28 for the five year contract; and

WHEREAS, the City Council now wishes to authorize the execution of Amendment No. 1 to the Agreement.

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

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute Amendment No. 1 in substantially the form attached as Attachment B to the June 9, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 1.

SECTION 2. The City Council hereby authorizes an appropriation of \$57,786.60 from the General Fund for the Fiscal Year 2020-2021 to compensate The Sauce Creative Services for the services they provide.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 9th day of June 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-57 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on June 9, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **THE SAUCE CREATIVE SERVICES, INC.**, a California corporation (“Consultant”) is effective as June 9, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 27, 2018 (“Agreement”) whereby Contractor agreed to provide Newsletter Publishing Services.

B. The Agreement was set to expire on March 27, 2020. However, due to the COVID-19 Pandemic, and the City’s Declaration of Local Emergency, including Sections 5(a) and 5(c), the Parties have agreed to allow the Agreement to be extended.

C. City and Consultant now desire to amend the Agreement to extend the, for three years, until March 27, 2023 and increase the Contract Sum from \$112,578.48 to \$285,938.28 to fund the Services for that period of time.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

a. Section 2, Term of the Agreement, is hereby amended as follows:

“The term of the Agreement shall be from the Effective Date through ***March 27, 2023*** ~~March 27, 2020~~, unless earlier terminated as provided in Section 12 of this Agreement or extended. ~~This Agreement may be extended by the Parties by written amendment for an additional three years.~~”

b. Section 3, Compensation, subsection A, is hereby amended as follows:

“As full compensation for Consultant’s Services provided under this Agreement, City shall pay Consultant at the rates indicated in the Scope of Services and Compensation attached hereto as Exhibit A. In no event shall City pay Consultant an amount in excess of ***\$285,938.28*** ~~\$112,578.48~~ (the “Maximum Compensation”).

c. The Subsection entitled “Compensation” of Exhibit A, “Scope of Services and Compensation,” is hereby amended as follows:

“COMPENSATION

Consultant shall be reimbursed for fees and expenses as follows.

A. Fees. Consultant’s fees for this statement of work are inclusive of

expenses. Fees will be billed based on consultant's proposed monthly fee of ~~\$4,815.55~~ ~~\$4,690.77~~. All regular City newsletter publishing services will be billed on a monthly basis. All additional services will be billed as requested.

B. Expenses. The proposed rate is inclusive of all expenses. Consultant shall bear all other out-of-pocket expenses or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.

C. Maximum Amount of Compensation. For the ~~initial two~~ **five** year term of this Agreement, Consultant's total compensation for all Services performed under this Agreement, including all fees and expenses, shall not exceed ~~\$285,938.28~~ ~~\$112,578.48~~, except by a written amendment signed by both Parties.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a charter city

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

The Sauce Creative Services, Inc., a California corporation

By: _____
Name: Sergio Balandran
Title: President

By: _____
Name:
Title:

2600 S. California Avenue
Monrovia CA 91016

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE



City Council Agenda Report

**Agenda
Item No.
7.h.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Diana Lopez, Personnel Analyst

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-58,
APPROVAL OF THE EMPLOYMENT AGREEMENT FOR
CITY CLERK

SUMMARY: Adoption of Resolution No. 20-58, consenting to the appointment of Donna Schwartz as City Clerk and approving an employment agreement between the City of South El Monte and Donna Schwartz.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-58, approving an employment agreement with Donna Schwartz and consenting to her appointment as City Clerk.

FISCAL IMPACT: The City Clerk position was budgeted for fiscal year 2019-2020. The starting rate that Ms. Schwartz will receive is \$8,336.00 on a monthly basis. Any increases in subsequent years will be applied through performance reviews and/or salary adjustments. At this time, funds are available to administer the terms of the employment agreement.

DISCUSSION: The City Clerk is an essential member of the City's Executive Management Team and reports directly to the City Manager. This position will direct the operations of the City Clerk's department, which includes maintaining the city's legislative history, administering municipal elections, ensuring compliance with the political reform act, preparing the legislative agendas and minutes, attending City Council Meetings and administering the city's record management program. Additionally, the City Clerk will prepare the annual department budget and establish department goals and policies in accordance with the department's mission and service level objectives. For further information on the agreement between the City and Donna Schwartz, see Attachment B.

ATTACHMENTS:

[Attachment A - Resolution No. 20-58](#)

[Attachment B - City Clerk Employment Agreement](#)

ATTACHMENT A

RESOLUTION NO. 20-58

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL
MONTE AND DONNA SCHWARTZ FOR THE POSITION OF CITY CLERK

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to appoint an individual to serve in the position of City Clerk beginning on June 15, 2020; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads “. . . shall be made by the city manager, subject to the consent of the city council[;]” and

WHEREAS, the position of City Clerk is the department head of the City’s City Clerk Department; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment “at and during the pleasure of the city manager[;]” and

WHEREAS, the City requires the services of a City Clerk; and

WHEREAS, the duties of the City Clerk are set forth in Exhibit “A” to this Agreement;
and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, SEMMC the City Manager desires to employ Employee to serve as the City Clerk for the City;
and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Clerk of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Clerk services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of City Clerk professional services to the City through this Agreement.

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

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

SECTION 2. The City Council hereby consents to the appointment of Donna Schwartz as City Clerk and approves the employment agreement between the City and Donna Schwartz,

substantially in the form attached to the agenda report that accompanied this item. The City Manager is authorized to execute the employment agreement on behalf of the City.

SECTION 3. This resolution shall be effective immediately upon its adoption.

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

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-58 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 9th day of June 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

CITY OF SOUTH EL MONTE

CITY CLERK EMPLOYMENT AGREEMENT

This City Clerk EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 9th day of June 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation ("City") and Donna Schwartz, an individual ("Employee").

RECITALS

WHEREAS, it is the desire of the City Manager of the City of South El Monte (hereinafter the "City Manager") to appoint an individual to serve in the position of City Clerk beginning on June 15, 2020; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, appointment of City department heads ". . . shall be made by the city manager, subject to the consent of the city council[;]" and

WHEREAS, the position of City Clerk is the department head of the City's City Clerk Department; and

WHEREAS, pursuant to South El Monte Municipal Code §2.64.030, City department heads hold employment "at and during the pleasure of the city manager[;]" and

WHEREAS, the City requires the services of a City Clerk; and

WHEREAS, the duties of the City Clerk are set forth in Exhibit "A" to this Agreement; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, SEMMC the City Manager desires to employ Employee to serve as the City Clerk for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Clerk of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Clerk services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of City Clerk professional services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Clerk for the City to perform the functions and duties of the City Clerk position as set forth in Chapter 2.20 of the South El Monte Municipal Code and as described in Exhibit “A,” and to perform such other legally permissible and proper duties and functions as the City Manager shall, from time-to-time, direct or assign. The City reserves the right to adopt and/or amend the job description and functions and duties for the position of City Clerk, as it deems necessary and appropriate, without requiring Employee’s acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee’s ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Clerk will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 5:30 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable “time off” as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Clerk.

1.4 Employment Status. Upon appointment to the City Clerk position, Employee shall serve at the will and pleasure of the City Manager and understands that she shall be an “at-will” employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary “Skelly” hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data,

input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Manager, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Classified Service. Employee understands, acknowledges and agrees that she is not included within the classified service of the City pursuant to South El Monte Municipal Code §2.64.010(H)(7).

1.7 FLSA Exempt Status. Employee acknowledges and agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base compensation shall be Eight Thousand Three Hundred and Thirty-Six Dollars (\$8,336.00) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2. Following the annual performance review, the City Manager may increase Employee's salary within the Council-approved salary range for the position of City Clerk. The City Manager and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence her services hereunder at 12:01 a.m. Pacific daylight savings time on June 15, 2020 or such earlier date upon which the City Manager and Employee may mutually agree, and in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on June 14, 2023) and, thereafter, the term of this Agreement may be extended for additional one (1) year term(s) as Employee and City Manager mutually agree, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Manager with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The City Manager may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Manager's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Clerk under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Clerk. Upon appointment to the City Clerk position, Employee shall be an at-will employee serving at the pleasure of the City Manager.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Manager, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Manager Without Cause. The City Manager may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause within one (1) year of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee

severance in an amount equal to her monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by one (1), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause at any time later than one (1) year after the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to the monthly base salary of Employee then in effect multiplied by three (3) excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the three (3) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above. Furthermore, in the event this Agreement expires by its own term as provided in Section 3.2 above, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City Clerk Department of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Manager's consideration, no later than December 1 of each year of the term of this Agreement, Employee's

proposed annual performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation, if any, will be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

6.0 BENEFITS

6.1 Holiday. The City shall provide Employee with the following holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday

Cesar Chavez Day and Employee's Birthday are not observed holidays. Employee shall earn one floating holiday for Cesar Chavez Day and one floating holiday for Employee's Birthday. Employee may use the floating holidays on any scheduled workday with prior City Manager approval. Employee shall not accrue more than two (2) floating holidays. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.2 Administrative Leave. Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than 40 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

6.4 Time Off For Jury Duty. The City shall grant up to 22 business days off to Employee if she is required to serve on jury duty, with compensation at Employee's existing pay rate. The Employee shall remit to the City any money paid to her by the court for jury service.

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed the monthly premium rate established by Kaiser Permanente for its Family Health Plan. Employee will pay any premium amount above the maximum City contribution by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of \$600 per month. To be eligible for the \$600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

6.7 Vision and Dental Insurance. The City shall pay the monthly vision and dental insurance premiums for Employee and her eligible dependents.

6.8 Life Insurance, Accidental Death Insurance and Long-Term Disability Insurance: The City shall pay 100% of the cost of term life insurance equal to Employee's annual salary, accidental death and dismemberment insurance equal to Employee's annual salary, and long-term disability insurance equal to two-thirds of Employee's monthly salary. The long-term disability insurance plan shall provide a 30-day benefit exclusion and benefit payments until the age of 70 years.

6.9 California Public Employees' Retirement System ("CalPERS"). Employee is a "Classic" local miscellaneous member, and accordingly is covered by the 2% @ 60 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for "Classic" members as determined by CalPERS, which amount is currently 7.0%.

6.11 Retiree Health Benefits. Should Employee retire from the City as a CalPERS eligible retiree, the City will contribute an amount toward the CalPERS medical premium that is equal to the amount required under the City's resolution electing coverage under the Public Employees Medical and Hospital Care Act ("PEMHCA"), which is the minimum amount required by the PEMHCA. The City shall have no obligation to make such contribution in the event it no longer participates in the CalPERS medical and hospital care program. Provided that Employee has reached the minimum age of 50 years of age and retired from the City as a CalPERS eligible retiree, she shall continue to be eligible to participate in the City's group medical, dental and vision care plans until age 65, contingent upon the health provider's acceptance. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay any cost of dependent insurance benefits.

6.12 Purchase of Home Office Equipment. The City will advance up to a total of \$3,000 to Employee for the purpose of acquiring a personal computer and appurtenant types of office equipment which the Employee will utilize at her home to facilitate work production outside normal business hours. More than one such advance may be made, but at no time may the combined total of all outstanding advances exceed \$3,000. Funds will be advanced only after the need for the equipment is verified and approved by the City Manager and a reimbursement agreement, approved by the City Attorney, is executed.

6.13 Reimbursement For Damage To Employee Vehicles. The City agrees to reimburse Employee in an amount not to exceed \$200 per fiscal year for damages due to or caused by vandalism to Employee's vehicle while on City property during Employee's working hours. In order to be eligible for reimbursement, Employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

6.14 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Manager prior to each quarter or semester; ii) provides to the City Manager verification of the cost for tuition and books; and iii) provides to the City Manager certification of completion upon completion of the course(s).

6.15 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until her balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Manager that work demands prevent Employee from using vacation time on a timely basis, the City Manager may permit Employee

to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Manager may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

(b) Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(c) If Employee has accrued in excess of 250 hours, she may be paid for the excess vacation on a dollar-for-dollar basis twice per year at the end of the fiscal year or end of the calendar year subject to the following:

1. Employee must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.

2. The payout must otherwise comply with any City rules and procedures pertaining to vacation leave cash out.

(d) Employee shall be credited with vacation leave at the following rates based upon the length of service:

1. Eight hours per month (accrued at the rate of four hours bi-weekly for 24 of the 26 pay periods annually) during the first five years of service;

2. Ten hours per month (accrued at the rate of five hours bi-weekly for 24 of the 26 pay periods annually) during the sixth through the tenth years of service;

3. Twelve hours per month (accrued at the rate of six hours bi-weekly for 24 of the 26 pay periods annually) during the 11th through 15th years of service; and

4. Thirteen hours per month (accrued at the rate of six and one-half hours bi-weekly for 24 of the 26 pay periods annually) during the 16th and following years of service.

6.16 Sick Leave.

(a) Employee may accrue an unlimited number of sick leave hours. Employee shall not use less than one (1) hour of sick leave at any one time. Sick leave

must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(b) If Employee accrues in excess of 330 hours, Employee may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st.

(c) Upon separation, Employee shall be eligible to receive monetary compensation for any unused sick leave based on the table below. Years of service shall be calculated based on the Employee's anniversary date.

Years of Service	Value of Sick Leave
0-4 years	0%
5 – 10 years	10%
11 – 15 years	15%
16 years and above	20%

6.17 Deferred Compensation. City shall contribute \$300.00 per month into a qualified 457 plan.

6.18 Cellular Phone. At no cost to Employee, City shall provide Employee with the use of a City-owned cellular phone. Employee shall reimburse City for all cell phone charges incurred for personal use not related to the performance of her job.

6.19 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of \$400. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

(b) Employee shall maintain all records required by applicable California and federal law concerning use of such automobile, including without limitation records to substantiate personal and City-related use of such automobile.

(c) Employee shall maintain automobile liability insurance policy with \$100,000/300,000/50,000 maximum coverage, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts arising out of the operation of the automobile. Unless otherwise required by the City, Employee will maintain a policy with such coverage and limits throughout the term of this Agreement. If City requires Employee to secure and maintain an insurance policy with greater coverage than said coverage set forth in the insurance policy currently insuring Employee, and as a result of such requirement Employee's premium cost for such policy containing greater coverage is higher

than the premium cost of his insurance policy, City shall pay the difference. Employee shall name City, and its Council members, officials and employees as additional insured on his policy; and deliver to City copies of such insurance endorsements and certificate of insurance. Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

6.20 Changes in Compensation and Benefits. Employee acknowledges that the City Council may in the future adopt a resolution establishing compensation and benefits for the City's executive employees, including Employee and department heads, which may reduce the level of compensation (exclusive of Employee's base salary) or benefits provided. In the event the level of compensation or benefits provided to Employee changes (whether by increase or decrease), the Parties agree that such changes shall not be deemed material or a breach of this Agreement.

7.0 EXPENSE REIMBURSEMENT

The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature in performance of the duties of the position of City Clerk. The City agrees to reimburse the actual cost of such expenses, which are authorized for reimbursement and incurred and submitted according to the City's normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by an appropriate receipt therefore and submitted within time limits established by the City, in accordance with AB 1234 and any applicable City ordinances, resolutions, rules, policies or procedures.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

To Employee:

Donna Schwartz
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual

settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "C".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of South El Monte has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE

Donna Schwartz

EXHIBIT “A”

The City Clerk, under the supervision of the City Manager, directs the operations of the City Clerk's Department, which includes maintaining the city's legislative history; administering municipal elections; ensuring compliance with the political reform act; preparing the legislative agendas and minutes; attending City Council Meetings; and administering the city's record management program.

EXAMPLE OF DUTIES

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

- A. Directs, plans, and manages the activities of the department including management and preservation of official City public documents and records;
- B. Prepares the annual departmental budget and establishes budget priorities;
- C. Establishes department goals and policies in accordance with the department's mission and service level objectives;
- D. Prioritizes and directs the implementation of these goals and objectives;
- E. Confers with the City Manager and City Council on department policies and programs;
- F. Coordinates activities with other City departments and outside agencies;
- G. Administers and conducts municipal elections;
- H. Oversees compliance with the Political Reform Act and required filings;
- I. Coordinates and supervises the preparation of the City Council agenda and supporting reports for all City Council meetings;
- J. Attends all City Council meetings and prepares official minutes of the meetings;
- K. Maintains the City's legislative history, City Council-appointed boards and commissions program, the South El Monte Municipal Code;
- L. Administers the City-wide Records Management Program;
- M. Responds to administrative or Council inquiries by preparing written reports, and/or making presentations and recommendations;
- N. Attends and participates in staff meetings. Responds to inquiries from the media, citizens, and staff members. Researches and responds to citizen complaints;
- O. Provides advice to board and commission staff liaisons on the Brown Act, parliamentary procedures, and agenda and minutes preparation;
- P. Oversees official publication of legal notices, ordinances and resolutions;

- Q. Selects, plans, evaluates and supervises the work of management, professional, technical and clerical staff;
- R. Effectively review and revise reports prepared by others;
- S. Establish and maintain cooperative and effective working relationships with employees, administrative staff, the public, City Commissions and City Council;
- T. Keep abreast of current developments in Elections Law, the Government Code, City regulations and FPPC requirements and U.S. Postal regulations;
- U. Prepare and present clear and concise oral and written reports and recommendations; and
- V. Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Direct the work of various functions within the department;
- Perform long and short-range planning to meet departmental goals and objectives;
- Analyze complex problems and develop sound solutions;
- Develop, implement, administer and maintain administrative policies, procedures, programs and regulations;
- Interpret and apply policies, laws, and regulations;
- Serve as a historical and legislative resource for the City Council, City administration, departmental staff and the public;
- Possess knowledge of State of California Government and Election Codes, Fair Political Practices Commission filing requirements, principles of records management, Municipal codes, ordinances and resolutions; and
- Budget development and management, management and supervisory principles and practices.

EXHIBIT “B”

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the “AGREEMENT”) is entered into by and between the City of South El Monte, a general law city and municipal corporation (hereinafter referred to as “THE CITY”), and Donna Schwartz, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Clerk effective June 15, 2020, serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit “A” (“THE CONTRACT”).

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE’s voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE’s employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3. In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE’s post-employment rights, including but not limited to, EMPLOYEE’s rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

3. CONSIDERATION

3.1. EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE’s home address via certified mail return receipt requested within _____ (____) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her/his rights under the ADEA and OWBPA, and of the legal significance of her/his waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her/his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her/his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her/his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective

parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, California 91733

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Donna Schwartz

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

EXHIBIT “C”

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report

**Agenda
Item No.
7.i.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-59,
AWARDING AN AGREEMENT TO EMERGENCY
PLANNING CONSULTANTS (EPC) TO PROVIDE
CONSULTING SERVICES TO UPDATE THE CITY'S
LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN
AMOUNT NOT TO EXCEED \$35,000

SUMMARY: On April 14, 2020, the City Council approved a Request for Proposals for Consulting Services to Update the City's LHMP (RFP) and to solicit proposals. Proposals were due on May 4, 2020 at 2:00 p.m. in which a total of two (2) proposals were received. Staff seeks to award a contract to EPC to aid the city in updating its LHMP.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-59, awarding an agreement to EPC to provide consulting services to update the City's Local Hazard Mitigation Plan (LHMP) in an amount not to exceed \$35,000.

FISCAL IMPACT: A budget of \$50,000 is required in FY 2020/21 to fund the project. The Agreement with EPC will be awarded in an amount not to exceed \$35,000 and an estimated \$15,000 will be required for project administration. Seventy-five percent (75%) of project costs will be reimbursable through the Federal Emergency Management Agency (FEMA) and a twenty-five percent (25%) cost share is required by the City. Therefore, the reimbursable amount will be \$37,500 and the City's share will be \$12,500.

DISCUSSION: On March 13, 2018, the City Council approved an RFP to Update the City's LHMP and to solicit proposals. On September 25, 2018, the City Council authorized staff to submit an application for a Hazard Mitigation Grant with the California Governor's Office of Emergency Services (Cal OES). In January of 2020, the City received the notice

of award in the amount of \$80,000, including a 25% local match of \$20,000. Due to the lapse in time since the 2018 solicitation, staff sought and received the Council's approval on April 14, 2020, to re-solicit proposals.

Two proposals were received in response to the RFP, one from EPC and the other from Interwest Consulting Group (Interwest). Public Works staff reviewed the proposals to assess: each firm's experience in providing hazard mitigation plan services, fee proposals, scope of services, responsiveness and thoroughness of proposal, the qualifications of the personnel who would be assigned to the project, and other factors that may be deemed relevant to the performance of these services.

EPC's level of experience consists of the preparation of 120 FEMA-approved plans for various California agencies, including the County of Los Angeles and other federal and state entities. Its Founder/President possesses over 30 years of public administration and emergency management experience. Its President has served as a member of the National StormReady Board, U.S. National Weather Service for 12 years, the FEMA Emergency Management Institute's Advisory Group on Emergency Planning for 15 years, the International Association of Emergency Managers (IAEM) for over 20 years, the California Emergency Services Association (CESA) for 20 years, and the National Hazard Mitigation Association (NHMA) for 8 years. Its President will serve as the Project Manager and Planner on the plan update and will be supported by a Lead Research Analyst and a certified Geographic Information Systems (GIS) Professional. EPC's fee proposal is in the amount of \$35,000 and is aiming for the City to receive a FEMA-approved plan in as little as 9 months. It's important to note that EPC prepared the City's first FEMA-approved LHMP.

Interwest's experience in services expands across multiple disciplines, including emergency operations management. Specifically for this project, its team will consist of a Principal Engineer, Project Manager, Emergency Services Manager, Principal Planner, Senior Planner, and GIS Program Manager. Its Project Manager possesses public administration experience, serving in director and executive management roles and overseeing multi-million dollar operations and projects that includes the design and construction of an Emergency Operations Center; has 19 years of emergency management experience and is a member of CESA, serving as a former Executive Board Member. Its Emergency Services Manager has served in public safety and emergency services roles; possesses over 20 years of emergency management experience, deploying to state and national level disasters and conducting on-the-ground assessments of international disasters in both Chile and Japan; and, is a Certified Emergency Manager, a California Certified State Emergency Instructor, serves on the FEMA Executive Emergency Management Academy, and is a member of IAEM. Its other team members collectively possess a vast amount of years and experience in planning, GIS, and engineering services. Interwest's fee proposal is in the amount of \$79,000 and is aiming for the City to receive a FEMA-approved plan within 14 months from start date.

While both firms are well qualified, EPC's proposal suggests the potential of receiving a FEMA-approved plan in 9 months versus 14 months. It may possibly consume more time

as it is dependent on whether state and federal reviewers have been deployed to a disaster recovery, a high probability as a result of COVID-19, but staff prefer to submit their final draft for Cal OES and FEMA review sooner rather than later. EPC's fee proposal is \$44,000 less than that of Interwest, well within the approved FEMA grant to help finance this project that will provide room for flexibility if required. Finally, EPC has a proven track record in executing FEMA-approved plans, including the City of South El Monte's LHMP.

Staff, therefore, recommends that the City Council award the contract to EPC to provide consulting services to update the City's Local Hazard Mitigation Plan in an amount not to exceed \$35,000.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

[Attachment A - Resolution No. 20-59](#)

[Attachment B - Agreement](#)

[Attachment C - Proposal](#)

ATTACHMENT A

RESOLUTION NO. 20-59

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDDING AN AGREEMENT TO EMERGENCY PLANNING CONSULTANTS (EPC) TO PROVIDE CONSULTING SERVICES TO UPDATE THE CITY'S LOCAL HAZARD MITIGATION PLAN (LHMP) IN AN AMOUNT NOT TO EXCEED \$35,000.

WHEREAS, on September 25, 2018, the City Council authorized the submission of a Hazard Mitigation Grant Program sub-application through the California Governor's Office of Emergency Services (Cal OES) for \$80,000 in grant funding, including a 25% local match requirement of \$20,000, to update the City's LHMP; and

WHEREAS, in January of 2020, the City received the notice of award of its sub-application in the amount of \$80,000 in grant funding, including the 25% local match requirement of \$20,000; and

WHEREAS, on April 14, 2020, the City Council approved a Request for Proposals for Consulting Services to Update the City's LHMP (RFP) and to solicit proposals; and

WHEREAS, proposals were due on May 4, 2020 at 2:00 p.m. and two proposals were received; and

WHEREAS, upon reviewing the proposals submitted for the work to be performed pursuant to the RFP, City staff identified EPC as the most responsible firm to execute sought services.

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

SECTION 1. The City Council hereby approves an agreement with EPC for consulting services to update the City's LHMP and authorizes and directs the City Manager to execute a professional services agreement with EPC for the project. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

[SIGNATURES ON THE FOLLOWING PAGE]

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-59 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 June 9, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

EMERGENCY PLANNING CONSULTANTS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
EMERGENCY PLANNING CONSULTANTS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 9th day of June, 2020 by and between the City of South El Monte, a California, a municipal corporation (“City”) and Emergency Planning Consultants, a sole proprietorship (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Thirty-Five Thousand Dollars (\$35,000)** ("Contract Sum").(the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Carolyn J. Harshman, CEM President

(Name)

(Title)

Alex Fritzler
(Name)

Lead Research Analyst
(Title)

Mike McDaniel
(Name)

GIS Professional
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services

to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in

providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions,

response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

EMERGENCY PLANNING CONSULTANTS, a sole proprietorship

By:_____
Name: Carolyn J. Harshman, CEM
Title: Sole Proprietor

Address:
3665 Ethan Allen Avenue

San Diego, CA 92117

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

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

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the following Local Hazard Mitigation Plan (LHMP) Drafting Services:
 - A. **Risk Assessment.** Consultant will prepare the Hazard Identification, Risk Assessment, and Vulnerability Analysis portion of the Hazard Mitigation Plan. Consultant will work with the Planning Team to gather data on risks to be included. On an as-needed basis, Consultant will also utilize a broad range of publicly available hazard information resources. Consultant will build its Risk Assessment off of the 2009 Hazard Mitigation Plan’s Risk Assessment. Additionally, the City’s Emergency Operations Plan will be reviewed for threat summary and other risk-related information. Also, the California Multi-Hazard Mitigation Plan will be reviewed for data collection required to satisfy the Disaster Mitigation Act of 2000 (DMA 2000) Guidelines. Consultant will utilize a range of resources for information regarding historical disasters in the process of preparing the Local Hazard Mitigation Plan. The hazard analysis in the 2009 LHMP will be expanded beyond natural hazards, to also include technological and human-caused hazards.
 - a. **Mapping.** Resources within the jurisdiction will be utilized by Consultant for production of maps that assist the reader in understanding the location and vulnerability to hazards. Consultant will produce any and all other necessary to properly explain locational hazards to critical and essential facilities.
 - b. **HAZUS.** HAZUS (Hazards United States) will be integrated into hazard analysis process. HAZUS is software produced by FEMA designed to estimate loss projections for earthquakes, hurricanes, flooding, and tsunamis. Consultant will provide the City with three HAZUS Level 2 maps and reports.
 - B. **Planning Team Meetings.** A Planning Team will be formed consisting of, at a minimum, department representatives from Public Works, Building and Planning, and Community Services. Consultant will facilitate each of the Planning Team Meetings and will distribute agendas and minutes.
 - a. **Planning Team Meeting #1.** Kick-Off with the Planning Team. The purpose of the Kick-Off Meeting is to review project expectations and timeline, gather pertinent documents, confirm roles and membership of Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping

resources, and discuss opportunities for public outreach and involvement. The meeting will also include an updated review of the hazards and impacts as researched by Consultant.

- b. **Planning Team Meeting #2.** Review the results of HAZUS. Also, confirm goals and discuss Mitigation Strategy. This will involve review of mitigation action items in the 2009 LHMP as well as identification of new action items for inclusion in the LHMP update. Consultant will work in advance of the meeting to review the City's Capital Improvement Program and Budget to capture any mitigation-related projects. Consultant will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying future mitigation actions for the jurisdiction. Each of the mitigation action items will include a description of the action item, identification of coordinating department, timeline, priority, cost, benefit, goals accomplished, impacts to new and existing structures, and planning tools for implementation. The resulting Mitigation Actions Matrix is the very core of the mitigation planning process and will include action planning tools to be used by the Planning Team during the implementation process.
 - c. **Planning Team Meeting #3.** Continue to develop action items for the Mitigation Actions Matrix.
 - d. **Planning Team Meeting #4.** Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team via the Contract Officer. The meeting will provide an opportunity for the Planning Team to share comments and corrections to the document. Also, this meeting will include a discussion on preparations and logistics for Community Outreach activities including soliciting public input, the Planning Commission and City Council public meetings, and distribution of the Second Draft Plan for internal (e.g. departments with responsibilities identified in the Plan), external agencies (e.g. special districts serving the City, adjoining jurisdictions, utilities, and to the general public (via the website and Planning Commission). A Third Draft Plan will be prepared to incorporate any input gathered during this part of the plan writing process.
- C. **Prepare LHMP Plan.** Consultant will draft the LHMP Plan. The LHMP update will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, and the Local Mitigation Planning Handbook published March 2013.

- D. Revise LHMP Plan. Revision will include Consultant sending the Contract Officer one electronic copy of the Third Draft Hazard Mitigation Plan for submission to Cal OES. Following any DMA 2000-justified revisions by Consultant, Cal OES will forward the Plan to FEMA for an Approval Pending Adoption. Upon receipt of FEMA's Approval Pending Adoption, the Final Draft Plan will be scheduled for presentation to the City Council for adoption. Consultant will prepare a staff report and other supporting documentation for use at the public meeting. Consultant will attend the City Council meeting and be prepared to present the Plan. Following the meeting, proof of adoption will be forwarded to FEMA. FEMA will send a letter of final approval which will be incorporated into the Final Plan.
 - E. Planning Commission and City Council Meetings. Consultant will attend Planning Commission and City Council Meetings as necessary, once Consultant's presence is requested by the Contract Officer.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. LHMP Plan, including up to three draft versions of the Plan.
- 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. Consultant will provide weekly updates containing the Consultant's current progress in completing the Services, as well as any impediments to future progress.
- 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. Carolyn J. Harsman, CEM – Project manager and Principal Planner
 - b. Alex Fritzler – Lead Research Analyst
 - c. Michael McDaniel – GIS/HAZUS

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 6.1, “Records”, shall be amended to read as follows (deleted text will be shown in ~~strikethrough~~, added text will be shown in *bold italics*):

“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 ***five (5) years*** ~~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.”

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

	TASK	SUB-BUDGET
A.	Research for Risk Assessment	\$5,500
B.	Conduct Planning Team Meetings	\$5,500
C.	Prepare Drafts of LHMP Plan	\$20,000
D.	Revise LHMP Plan	\$3,000
E.	Participate in Planning Commission and City Council Meetings	\$2,000
	Total	\$35,000

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

Not Applicable

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

All deadlines for each Task identified in Ex. A fall on the last work day (Monday-Friday) of the Month identified below.

Task	June 2020	July	August	September	October	November	December	January 2021	February	March
Hazard Research and Prepare First Draft Plan	X	X	X							
Planning Team Meeting #1 Kick-Off – HMP Overview and Initial Hazard Briefing	X									
Planning Team Meeting #2 HAZUS and Mitigation Actions Matrix		X								
Planning Team Meeting #3 Continue with Mitigation Actions Matrix			X							
Distribute First Draft Plan to Planning Team										
Planning Team Meeting #4 Review First Draft Plan			X							
Prepare Second Draft Plan			X							
Distribute Second Draft Plan to General Public, External Agencies				X						
Present to Planning Commission				X						
Prepare Third Draft Plan (including input gathered from general public, external agencies, and Planning Commission) for Submission to Cal OES and FEMA				X						
Work with Cal OES and FEMA on DMA 2000-Mandated Revisions to the Plan				X	X	X	X	X	X	
Receive FEMA Approval Pending Adoption									X	
Post and Conduct City Council Meeting to Adopt the Final Draft Plan. Submit proof of adoption to FEMA									X	
Receive FEMA Final Approval										X
Incorporate FEMA Final Approval into Final Plan										X

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

A. LHMP Plan, including up to three drafts – As detailed above.

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

ATTACHMENT C



May 2, 2020

This proposal is in response to the City of South El Monte's Request for Proposals (4.15.2020) to provide an update to the City's Local Hazard Mitigation Plan (LHMP). It's important to note that Emergency Planning Consultants prepared the City's first LHMP which was approved by FEMA in 2009.

EPC President Carolyn J. Harshman, CEM possesses the outstanding qualifications required to update hazard information, facilitate a robust planning process, solicit public input, seek Cal OES support and FEMA approval, and garner the adoption by the City Council.

Including plans written during the first wave of plans back in 2005 and those written since, EPC is proud of its record of nearly 120 FEMA-approved Local Hazard Mitigation Plans.

Respectfully,

A handwritten signature in black ink, appearing to read "Carolyn J. Harshman".

Carolyn J. Harshman, CEM
President
Emergency Planning Consultants
3665 Ethan Allen Avenue
San Diego, CA 92117
(858) 483-4626, office
(858) 922-6964, cell
epc@pacbell.net
www.carolynharshman.com



- 1 -

Company Profile

Emergency Planning Consultants (EPC) offers a full range of emergency management professional services including plans, training, and exercises to various forms of government. A complete listing of clients and services is included later in this proposal.

Carolyn J. Harshman, CEM is the founder and sole proprietor of EPC which was established in 1996 and DBA (Doing Business As) filed and maintained with the County of San Diego and a business license with the City of San Diego and other cities as required by contracts. EPC has one office and is located at 3665 Ethan Allen Avenue, San Diego, CA 92117 with a telephone number of 858-483-4626.

As sole proprietor of EPC, Ms. Harshman is the only individual with power to execute contracts on behalf of EPC and works out of the EPC office. She is the contact for all negotiations and serves as the project manager on all EPC projects. The Federal Tax ID is 27-0204294.

EPC typically has 3 part-time employees who assist with subject matter requirements on a project by project basis. EPC owner Carolyn J. Harshman works full-time as President and Principal Planner.

This proposal to the City of South El Monte will remain in effect until October 2, 2020.

EPC owner Carolyn J. Harshman attests that all information submitted with this proposal is true and correct. Ms. Harshman is the point of contact regarding this proposal.

Recent Hazard Mitigation Projects

Since the inception of the DMA 2000 regulations, EPC has prepared more than 150 Hazard Mitigation Plans in California. To date, approximately 120 of those plans have received FEMA approval while the remainder are in either a drafting stage or somewhere in the Cal OES or FEMA review process. Included in this list of FEMA-approved plans is the 2014 All-Hazard Los Angeles County Mitigation Plan. EPC prides itself in taking no more than 3 months to conduct research and meetings required to prepare the First Draft Plan for presentation to the Planning Team. It's common for the public input and review by Cal OES and FEMA to take another 6 months and sometimes more if state and federal reviewers have been deployed to a disaster recovery.

Following is a partial list of the Hazard Mitigation Plans with FEMA approvals over the past 5 years. In each case, Carolyn Harshman was the Project Manager and Principal Planner while EPC employees Alex Fritzler (Lead Research Analyst) and Michael McDaniel (GIS/HAZUS) were involved in their respective roles. Please refer to the client list later in this proposal for a comprehensive list of all consulting services.



Agency, Year Completed, Project	Contact	Contract Fee, Fees Paid
City of El Monte – 2016 Hazard Mitigation Plan	Lt. Pete Rasic (626) 580-2118	\$15,000 / \$15,000
Antelope Valley Transit Authority – 2017 Hazard Mitigation Plan	Mr. Len Engel (661) 400-7465	\$20,000 / \$20,000
City of Buena Park – 2017 Hazard Mitigation Plan and Emergency Operations Plan	Mr. Doug Brodowski (714) 562-3652	\$200,000 / \$200,000
City of Long Beach – 2017 Hazard Mitigation Plan and Emergency Operations Plan	Mr. Reggie Harrison (562) 570-9251	\$124,000 / \$124,000
City of Montebello – 2017 Hazard Mitigation Plan and General Plan Safety Element	Mr. Matthew Feske (323) 887-1200	\$54,000 / \$54,000
City of Signal Hill – 2017 Hazard Mitigation Plan	Mr. Richard Johnson (562) 985-7239	\$20,000 / \$20,000
City of La Puente – 2018 Hazard Mitigation Plan and Emergency Operations Plan	Mr. John DiMario (626) 855-1517	\$35,000 / \$35,000
City of Bradbury – 2019 Hazard Mitigation Plan	Mr. Kevin Kearney (626) 358-3218	\$15,000 / \$15,000
City of Duarte – 2020 Hazard Mitigation Plan	Mr. Jason Golding (626) 357-7931 x231	\$25,000 / \$25,000
City of Bellflower - 2018 Hazard Mitigation Plan	Mr. Joel Hockman (562) 925-0124	\$60,000 / \$60,000
City of Santa Fe Springs – 2018 Hazard Mitigation Plan	Mr. Darryl Pedigo (562) 462-1231	\$25,000 / \$25,000
City of Rosemead – 2018 Hazard Mitigation Plan	Ms. Mandy Wong (626) 569-2168	\$15,000 / \$15,000



Comprehensive Client List

Following is a comprehensive list of EPC Clients and list of completed plans, training, and exercises.

Emergency Planning Consultants Client List	
	Scope of Work
Federal Government	
Federal Emergency Management Agency (FEMA)	Course design and deliveries for FEMA's Emergency Management Institute
National Disaster Preparedness Training Center (NDPTC-University of Hawaii)	Course design and deliveries of Advanced Disaster Recovery Course, Leveraging Tools for Conducting Damage Assessments, Community Resilience
State Governments	
California	Office of Emergency Services: Multi-Hazard Functional Plan Template, California Specialized Training Institute: Course deliveries
Indiana	Comprehensive Emergency Management Plan (CEMP) Template, Facilitated completion of CEMP for 15 Indiana Counties
Missouri	HSEEP agro-terrorism functional exercise, HSEEP regional WMD exercises
New Hampshire	State Operations Plan, EOC Standard Operating Procedures
Hawaii	Department of Education: Grant writing - Readiness and Emergency Management for Schools Grant (2008), State Civil Defense: Course and exercise deliveries
City and County Governments	
City of Anaheim	Update Hazard Mitigation Plan
City of Bellflower	Hazard Mitigation, Grant Writing, Update Hazard Mitigation, Update General Plan Safety Element and Technical Background Report, Update Emergency Operations Plan
City of Bradbury	Hazard Mitigation Plan
City of Buena Park	Hazard Mitigation Plan, Update Emergency Operations Plan

City of Carlsbad	Emergency Operations Plan, EOC Trainings and Exercises, Full-Scale Active Shooter Exercise (multi-jurisdictional law enforcement event)
City of Carson	Hazard Mitigation Plan
City of Cerritos	Hazard Mitigation Plan
City of Chula Vista	Pre-Disaster Recovery Plan
City of Claremont	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Continuity of Operations Plan
City of Compton	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Coachella	EOC Tabletop Exercise
City of Covina	Hazard Mitigation Plan, Emergency Operations Plan, Update Hazard Mitigation Plan
City of El Monte	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of El Segundo	Hazard Mitigation Plan
City of Glendora	Hazard Mitigation Plan, SEMS EOC Course
City of Hawaiian Gardens	Hazard Mitigation Plan
City of Hermosa Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Emergency Operations Plan
City of Hesperia	EOC Trainings and Functional Exercise
City of Huntington Park	Hazard Mitigation Plan
City of Indio	Incident Command System 300 and 400 Training Courses, EOC Section-Specific Trainings
City of Irwindale	Update Hazard Mitigation Plan
City of La Habra Heights	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of La Mirada	Hazard Mitigation Plan
City of La Puente	Update Hazard Mitigation Plan, Update Emergency Operations Plan
City of Lakewood	Update Emergency Operations Plan
City of Lomita	Update Hazard Mitigation Plan, Update Emergency Operations Plan

City of Long Beach	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Emergency Operations Plan, Continuity of Operations Plan
City of Lynwood	Hazard Mitigation Plan
City of Manhattan Beach	Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises
City of Rancho Cucamonga	Emergency Operations Plan, Continuity of Operations Plan, Continuity of Government Plan, EOC Trainings and Exercises
City of Rancho Palos Verdes	Multi-Jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, EOC Trainings and Exercises, Update Multi-Jurisdictional Hazard Mitigation Plan, Continuity of Operations Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rolling Hills	Hazard Mitigation Plan, Update Hazard Mitigation Plan
City of Rolling Hills Estates	Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan, Update Multi-Jurisdictional Hazard Mitigation Plan
City of Rosemead	Update Hazard Mitigation Plan
City of Santa Ana	Update Emergency Operations Plan, Update Hazard Mitigation Plan
City of Santa Fe Springs	Hazard Mitigation Plan
City of Sierra Madre	Update Hazard Mitigation Plan
City of Signal Hill	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Continuity of Operations Plan
City of South El Monte	Hazard Mitigation Plan
City of South Gate	Hazard Mitigation Plan
City of Twentynine Palms	Update Hazard Mitigation Plan
City of Upland	Emergency Operations Plan, EOC Training and Exercises, EOC Design
City of Vernon	Hazard Mitigation Plan
City of Walnut	Multi-Jurisdictional Hazard Mitigation Plan
City of Whittier	Hazard Mitigation Plan, Update Hazard Mitigation Plan, Update Hazard Mitigation Plan
County of San Bernardino	Exercise Evaluator, EOC Course deliveries, SEMS Introduction Online Course

County of San Diego	Multi-Hazard Functional Plan, Emergency Management Contracted Services
County of Los Angeles	Update Hazard Mitigation Plan, Emergency Management Contracted Services
Town of Yucca Valley	Hazard Mitigation Plan, Update Hazard Mitigation Plan
Educational Institutions	
Chula Vista Elementary School District	Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Exercises
Covina-Valley Unified School District	Hazard Mitigation Plan, District Hazard Analysis, Needs & Capability Assessment
East Whittier City Elementary School District	Hazard Mitigation Plan
El Camino Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, Site Trainings and Exercises
El Segundo Unified School District	Hazard Mitigation Plan
Granite School District (Salt Lake City, Utah)	Hazard Mitigation Plan
Little Lake City Elementary School District	Hazard Mitigation Plan
Los Angeles Unified School District	Update Hazard Mitigation Plan
Los Nietos Elementary School District	Hazard Mitigation Plan
Morongo Unified School District	Comprehensive Emergency Management Program – District Emergency Operations Plan, Site Emergency Response Plans, EOC and Site Trainings and Exercises, Hazard Mitigation Plan
Palomar Community College District	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, EOC and Site Trainings and Exercises
Palos Verdes Peninsula Unified School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan

San Antonio Community College District	Multi-Jurisdictional Hazard Mitigation Plan
San Bernardino Community College District	Update Hazard Mitigation Plan
San Diego Community College District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, EOC and Site Trainings and Exercises, Risk/Vulnerability Assessments
San Diego Unified School District	Comprehensive Emergency Management Program - Hazard Mitigation Plan, District Emergency Operations Plan, Site Emergency Plans, Needs & Capabilities Assessment, District Hazard Analysis, Risk/Vulnerability Assessments, 200 Site Functional Exercises, EOC Functional Exercises, Full-Scale Active Shooter Exercise, EOC Section-Specific Training and Tabletop Exercise, Update Hazard Mitigation Plan
Santa Clara County Office of Education	Comprehensive Emergency Management Program - District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, Site Safety Assessments, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises
Sonoma County Office of Education	Multi-Jurisdictional Hazard Mitigation Plan
South Whittier School District	Hazard Mitigation Plan
Southwestern Community College District	District Emergency Operations Plan, Site Emergency Plans, District Hazard Analysis, EOC Trainings, Site Command Team Trainings, EOC Tabletop Exercises, Grant Writing, Hazard Mitigation Plan
Walnut Valley Unified School District	Update Multi-Jurisdictional Hazard Mitigation Plan
Whittier City School District	Hazard Mitigation Plan
Whittier Union High School District	Hazard Mitigation Plan, Update Hazard Mitigation Plan
Utility and Transit Providers	
Antelope Valley Transit Authority	Hazard Mitigation Plan, EOC/Field Functional Exercise, Security and Emergency Preparedness Management Plan
Cucamonga Valley Water District	Hazard Mitigation Plan, AWIA Risk and Resilience Assessment

Jurupa Community Services District (water, wastewater, graffiti removal, street lighting, parks and recreation, and landscaping)	Hazard Mitigation Plan, AWIA Risk and Resilience Assessment
Los Angeles Metropolitan Transit Authority	Hazard Mitigation Plan
Omnitrans	Hazard Mitigation Plan, Update System Security Emergency Response Preparedness Plan (SSERPP), Update Emergency Procedures, Deliver ICS Trainings, Exercises, Update Hazard Mitigation Plan

EPC Team



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of
Emergency Managers, California Emergency Services
Association, American Planning Association, National Hazard
Mitigation Association

Professional Licenses and Certifications: Certified
Emergency Manager

Day Rate: \$2,000

Writing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both city planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will be the Project Manager to the designee at the City and will maintain responsibility for all aspects of the contracted services. Monthly status updates will be provided to the City's Project Manager. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating at all meetings, including public meetings and hearings. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and contributions from EPC employees and independent contractors, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman had a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government. Ms. Harshman began work in the field of emergency



management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Emergency Services. There she updated the County's Emergency Operations Plan and also served as the Public Information Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans and providing mandated trainings. By 1996 Carolyn ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot deliveries for the Comprehensive Preparedness Guide (CPG) 101 course. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals. Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Carolyn was in FEMA's first cadre of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee from 2006-2011, Chair of the Leadership Symposium from 2011-2013, Chair of the Membership & Marketing Committee from 2014-2015, President of IAEM-USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories) from 2015-2019, and presently IAEM-USA Second Vice President.



Name: Alex Fritzler

Education: Bachelor of Arts – Business Administration

Professional Affiliations: California Emergency Services Association,

Professional Licenses and Certifications: N/A

Alex Fritzler serves as EPC's Lead Research Analyst. He is responsible for all research, writing, and technical services support to the EPC Team. Alex provides hazard and data research, data analysis, word processing, graphics production, and other document preparation services. Alex has assisted with the preparation of more than thirty local government hazard mitigation plans

since joining EPC in 2010.

Day Rate: \$600





Name: Mike McDaniel

Education: Master of Arts - Geography

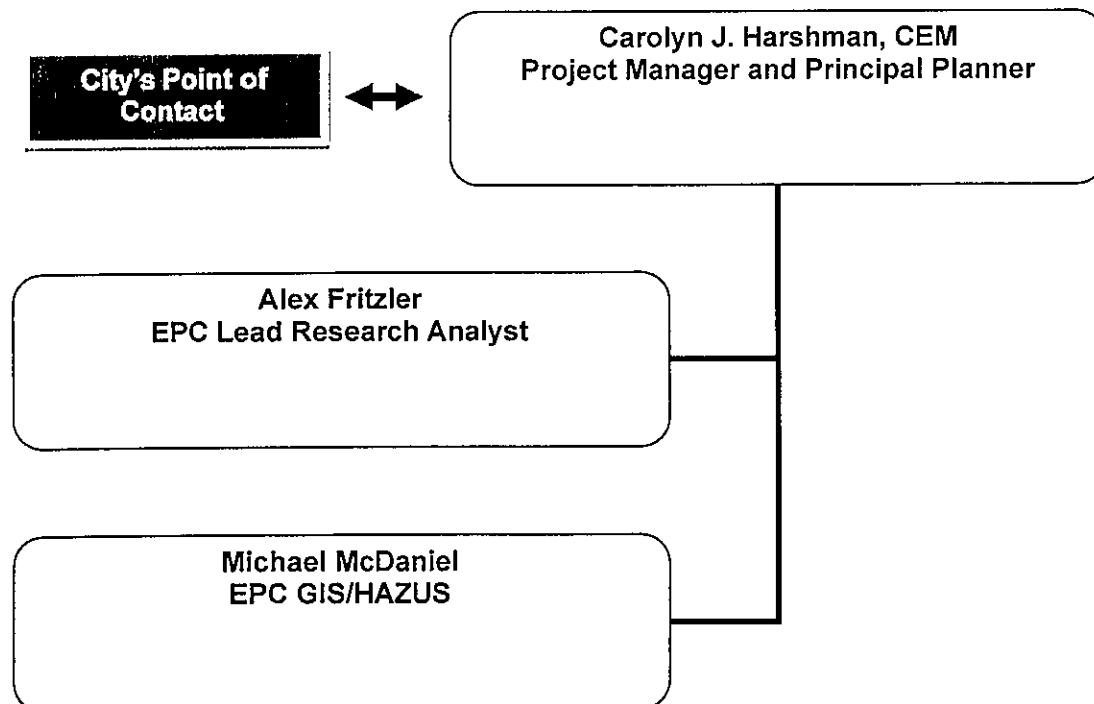
Professional Affiliations: California Emergency Services Association,

Professional Licenses and Certifications: GIS Professional, HAZUS

Mike McDaniel is an Independent Contractor who provides comprehensive GIS technical support, mapping services, and HAZUS maps and reports for local government agencies. Mike is a GIS instructor at California State University at Long Beach. He teaches a spectrum of courses including Principles of Geographic Information Systems, Advanced Topics in

Geographic Information Systems, Cartography, Land Use Planning, Urban Geography and others. Conduct weekend professional development courses including GIS and Business, Problem Solving, and Government Applications of GIS. Since 2007, Mr. McDaniel has worked full-time as a GIS Analyst for the City of El Segundo, California. In that capacity, he implements municipal Geographic Information System (GIS) and develops mapping applications for internet and intranet delivery and analysis of geodatabase layers; provides technical data and GIS service support for all departments. He is a certified Geographic Information Systems Professional as conferred by the GIS Certification Institute and is certified by FEMA as a HAZUS Trained Professional. Mike has worked since 2014 with EPC to provide HAZUS and GIS services.

Day Rate: \$1,200

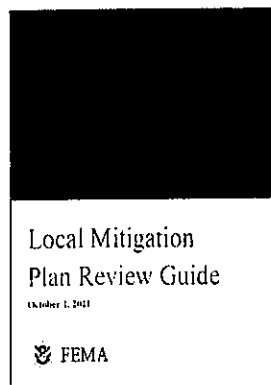


Project Approach

The following Project Approach incorporates all of the federal requirements relating to hazard mitigation jurisdictional plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of "interpretations" by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the Cal OES and FEMA reviewers with only minor revisions. Cal OES and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA Region IX review staff have worked closely with Cal OES to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and "interpretations" so goes into the review process as aligned as possible. All said, the key to a successful review is to be absolutely certain that every required component is clearly marked in the plan and on the FEMA Review Tool.

Nothing can replace EPC's years of experience and track record at preparing FEMA-approved Hazard Mitigation Plans. This experience also prepares us for any challenges with other aspects of the planning process – Planning Team Meetings, Public Meetings, Input by the General Public and External Agencies, and the City Council Meeting to Adopt the Plan. EPC prides itself in working closely with the jurisdiction's Project Manager to bend and adjust to the content, format, and scheduling needs.

Hazard Mitigation Planning Approach



The City's LHMP update will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, and the Local Mitigation Planning Handbook published March 2013. Building on those materials and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Planning Tools** have been developed by EPC that will significantly decrease the amount of jurisdictional staff time required for completion of the Hazard Mitigation Plan. EPC developed the tools during

developing of the 2014 update to the County of Los Angeles All-Hazard Mitigation Plan.



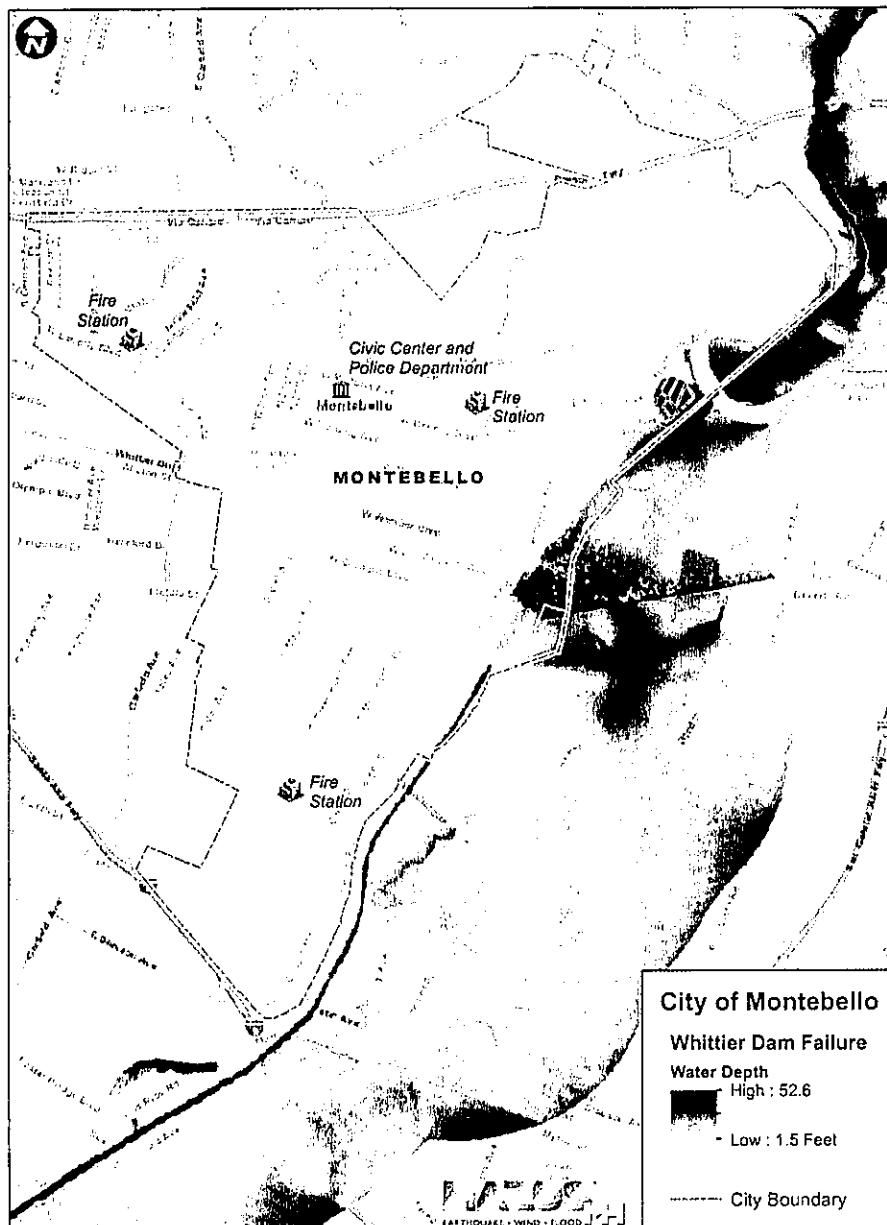


- **Risk Assessment** includes preparing the Hazard Identification, Risk Assessment, and Vulnerability Analysis portion of the Hazard Mitigation Plan will be conducted by EPC. Collection of data with the Planning Team will be during meetings, over the telephone, or via email. On as as-needed basis, EPC will also utilize a broad range of publically available hazard information resources. EPC will build its Risk Assessment update off of the 2009 Hazard Mitigation Plan's Risk Assessment. Additionally, the City's Emergency Operations Plan will be reviewed for threat summary and other risk-related information. Also, the California Multi-Hazard Mitigation Plan will be reviewed for data collection required to satisfy the Disaster Mitigation Act of 2000 (DMA 2000) Guidelines.

EPC will utilize a range of resources for information regarding historical disasters in the process of preparing the Local Hazard Mitigation Plan. The hazard analysis in the 2009 LHMP will be expanded beyond natural hazards to also include technological and human-caused hazards.

- **Mapping** resources within the jurisdiction will be utilized by EPC for production of maps that assist the reader in understanding the location and vulnerability to hazards. EPC will produce any and all other necessary to properly explain locational hazards to critical and essential facilities. See discussion on HAZUS below.
- **HAZUS** (Hazards United States) will be integrated into hazard analysis process. HAZUS is software produced by FEMA designed to estimate loss projections for earthquakes, hurricanes, flooding, and tsunami. EPC will provide the City with three HAZUS Level 2 maps and reports. See sample HAZUS map below that was developed by the EPC Team (Mike McDaniel) for the City of Montebello's Hazard Mitigation Plan:





- **Project Schedule** needs to include a minimum of 3 months for hazard research, Planning Team meetings, and preparation of the First Draft Plan. In light of EPC's extensive background and the availability of the Planning Team, EPC is totally confident that the HMP will be submitted to Cal OES within 3 months of project initiation. Pending minimal staff deployments at Cal OES or FEMA or other delays during the review process, it is expected that we would receive FEMA's Approval Pending Adoption (APA) within approximately 3 months of submission. Once the APA is received, the City Council meeting will be scheduled for the plan's adoption. See the complete Project Schedule below for details.

- **Planning Team** will be formed consisting of, at a minimum, department representatives identified in the RFP including Public Works, Building and Planning, and Community Services. EPC President Carolyn Harshman will facilitate each of the Planning Team Meetings and will distribute agendas and minutes. It's important to note that as we continue to work our way through the COVID-19 crisis, EPC is ready to conduct the Planning Team meetings virtually.
 - ✓ **Planning Team Meeting #1** (2 hours)
 - Kick-Off with the Planning Team. The purpose of the Kick-Off Meeting is to review project expectations and timeline, gather pertinent documents, confirm roles and membership of Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and discuss opportunities for public outreach and involvement. The meeting will also include an updated review of the hazards and impacts as researched by EPC.
 - ✓ **Planning Team Meeting #2** (2 hours)
 - Review the results of HAZUS. Also, confirm goals and discuss Mitigation Strategy. This will involve review of mitigation action items in the 2009 LHMP as well as identification of new action items for inclusion in the LHMP update. EPC will work in advance of the meeting to review the City's Capital Improvement Program and Budget to capture any mitigation-related projects. EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying future mitigation actions for the jurisdiction. Each of the mitigation action items will include a description of the action item, identification of coordinating department, timeline, priority, cost, benefit, goals accomplished, impacts to new and existing structures, and planning tools for implementation. The resulting Mitigation Actions Matrix is the very core of the mitigation planning process and will include action planning tools to be used by the Planning Team during the implementation process.
 - ✓ **Planning Team Meeting #3** (2 hours)
 - Continue to develop action items for the Mitigation Actions Matrix.
 - ✓ **Planning Team Meeting #4** (2 hours)
 - Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team via the City's Point of Contact. The meeting will provide an opportunity for the Planning Team to share comments and corrections to the document. Also, this meeting will include a discussion on preparations and logistics for soliciting public input, the Planning Commission and City Council public meetings, and distribution of the Second Draft Plan for internal (e.g. departments with responsibilities identified in the Plan), external agencies (e.g. special districts serving the City, adjoining jurisdictions, utilities, and to the general public (via the website and Planning Commission). A Third Draft Plan will be prepared to incorporate any input gathered during this part of the plan writing process.

- **Plan Finalization** will include EPC sending the City's Project Manager one electronic copy of the Third Draft Hazard Mitigation Plan for submission to Cal OES. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Plan to FEMA for an Approval Pending Adoption. Upon receipt of FEMA's Approval Pending Adoption, the Final Draft Plan will be scheduled for presentation to the City Council for adoption. EPC will prepare a staff report and other supporting documentation for use at the public meeting. Ms. Harshman will attend the City Council meeting and be prepared to present the Plan. Following the meeting, proof of adoption will be forwarded to FEMA. FEMA will send a letter of final approval which will be incorporated into the Final Plan.

Recommended Project Schedule – Update Hazard Mitigation Plan

Task	June 2020	July	August	September	October	November	December	January 2021	February	March
Hazard Research and Prepare First Draft Plan	X	X	X							
Planning Team Meeting #1 Kick-Off – HMP Overview and Initial Hazard Briefing	X									
Planning Team Meeting #2 HAZUS and Mitigation Actions Matrix		X								
Planning Team Meeting #3 Continue with Mitigation Actions Matrix			X							
Distribute First Draft Plan to Planning Team										
Planning Team Meeting #4 Review First Draft Plan			X							
Prepare Second Draft Plan			X							
Distribute Second Draft Plan to General Public, External Agencies				X						
Present to Planning Commission				X						
Prepare Third Draft Plan (including input gathered from general public, external agencies, and Planning Commission) for Submission to Cal OES and FEMA				X						
Work with Cal OES and FEMA on DMA 2000-Mandated Revisions to the Plan				X	X	X	X	X	X	
Receive FEMA Approval Pending Adoption									X	
Post and Conduct City Council Meeting to Adopt the Final Draft Plan. Submit proof of adoption to FEMA									X	
Receive FEMA Final Approval										X
Incorporate FEMA Final Approval into Final Plan										X



References

Client and Project	Point of Contact
City of Duarte – 2020 Hazard Mitigation Plan	Mr. Jason Golding 1600 Huntington Drive, Duarte, CA 91010 (626) 357-7931 x231 goldingj@accessduarte.com
City of Bradbury – 2020 Hazard Mitigation Plan	Mr. Kevin Kearney 600 Winston Avenue, Bradbury, CA 91008 (626) 358-3218 kkearney@cityofbradbury.org
City of Santa Fe Springs – 2019 Hazard Mitigation Plan	Mr. Darryl Pedigo 11576 Telegraph Road, Santa Fe Springs, CA 90670 (562) 462-1231 darrylpedigo@santafesprings.org

Additional Services

Although the City's RFP did not specifically include HAZUS, it is an important component of all of the hazard mitigation plans prepared by EPC and therefore has been included in the recommended Scope of Services.

Fee Proposal

Task	Cost
Research for Risk Assessment	\$5,500
Conduct 4 Planning Team Meetings	\$5,500
Prepare First, Second, Third, and Final Draft Plans	\$20,000
Work with Cal OES and FEMA on DMA 2000-Mandated Revisions to the Plan	\$3,000
Participate in Planning Commission and City Council Meetings	\$2,000
Grand Total	\$35,000



Carolyn J. Harshman, MPA, CEM
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San Diego, CA 92117
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Fax: (858) 483-2862
E-Mail: epc@pacbell.net
Web: www.carolynharshman.com

CAROLYN J. HARSHMAN, MPA, CEM

E D U C A T I O N

MASTER OF PUBLIC ADMINISTRATION, SAN DIEGO STATE UNIVERSITY, 1977
BACHELOR OF ARTS, PSYCHOLOGY, SAN DIEGO STATE UNIVERSITY, 1974

C E R T I F I C A T I O N

Certified Emergency Manager (CEM), International Association of Emergency Managers

E X P E R I E N C E

President (1984 to Present), *Emergency Planning Consultants*, San Diego, California.
Consulting contracts include the Federal Emergency Management Agency (subject matter expert/trainer), U.S. Department of Homeland Security - FEMA (training development and delivery); U.S. Department of Defense - Center for Excellence in Disaster Management & Humanitarian Assistance (training); National Disaster Preparedness Training Center (recovery course developer and faculty); State of Hawaii (training and exercises); State of California (Multi-Hazard Functional Plan template); State of New Hampshire (emergency operations plan/standard operating procedures and guidelines); State of Indiana (grant administration, local CEMP courses, project management tools, and development of county CEMP & hazard analysis documents); State of Missouri (HSEEP agroterrorism functional exercise, HSEEP regional WMD exercises); State of Wyoming (training and exercises); State of Nebraska (training and exercises); County of Los Angeles (all-hazard mitigation plan); County of San Diego (multi-hazard functional plan); County of San Bernardino (training and exercises); City of Long Beach (hazard mitigation plan, emergency operations plan); City of Anaheim (hazard mitigation plan); City of Oakland (catastrophic plans); City of Carlsbad (comprehensive program of plans, training, and exercises); City of Chula Vista (pre-disaster recovery & reconstruction plan); City of Bellflower (hazard mitigation plan, emergency operations plans, general plan safety element); City of Upland (comprehensive program of plans, training, and exercises); City of Rancho Cucamonga (comprehensive program of plans, training, and exercises); City of Rancho Palos Verdes (comprehensive program of plans, training, and exercises); City of Santa Ana (emergency operations plan); City of Buena Park (hazard mitigation plan, emergency operations plans); Los Angeles Unified School District (hazard mitigation plan); San Diego Unified School District (comprehensive program of plans, training, exercises, and REMS grant administration); San Diego Community College District (comprehensive program of plans, training, and exercises); Chula Vista Elementary School District (comprehensive program of plans, training, and exercises); Hawaii Department of Education (REMS grant writing, consulting); Santa Clara Office of Education (comprehensive program of plans, training, and exercises); Southwestern Community College District (comprehensive program of plans, training, and exercises) and numerous other local governments, school districts, and other

government organizations. Training services have included California SEMS Introduction and EOC courses; ICS 100, 200, 300, 400, 402, 800; NIMS 700; and a wide variety of FEMA courses. Exercise services have included full-scale/field exercises (8), functional exercises (250), and tabletops (1,500).

Faculty (1984 to Present), National University, FEMA's Emergency Management Institute, University of Hawaii, San Diego State University, Cal Poly San Luis Obispo, California State Fire Marshal, California Specialized Training Institute.

Senior Projects Manager (1995 to 1996), Southeastern Economic Development Corporation, San Diego, California. Management of Projects & Development Division for City of San Diego's Redevelopment Agency.

Director of Training & Development (1987 to 1995), City of San Diego, San Diego, California. Management of organizational effectiveness and training programs for City Planning Department and the Building Inspection Department.

City Planner (1985 to 1987), City of San Diego Planning Department, San Diego, California.

Operations Officer (1982 to 1985), County of San Diego Office of Disaster Preparedness, San Diego, California. Project Manager on County's Emergency Operations Plan, Hazard Analysis, Dam Evacuation Plans, Drought Plan, and Damage Assessment Process. Public Information Officer and Exercise Officer. Operational responsibilities included Emergency Operations Center activations.

Regional Land Use Planner (1977 to 1982), County of San Diego Department of Planning and Land Use, San Diego, California.

SPECIAL RECOGNITION

National StormReady Board, U.S. National Weather Service, Member, 2008-present

FEMA Emergency Management Institute

Advisory Group on Emergency Planning, 2005-present

National Emergency Management Executive Academy, First Cadre, 2012-2013

International Association of Emergency Managers (IAEM), Member, 1996-present

IAEM-USA Second Vice President 2019-2020

IAEM-USA Region 9 President 2016, 2017, 2018

Membership & Marketing Chair 2014, 2015

Leadership Symposium Chair 2012, 2013

Conference Committee Chair 2006, 2007, 2008, 2009, 2010, 2011

California State Representative 2004, 2005, 2006, 2007, 2008, 2009

Speaker, 1998 Annual Conference

Topic: *Standardized Emergency Management System 101*

Topic: *Grassroots Recovery – The Recovery Task Force*

Speaker, 1997 Annual Conference

Topic: *Creative Financing Techniques for Hazard Mitigation*

Speaker, 2012 Annual Conference

Topic: *Recovery & Reconstruction Planning – Avoiding the Rush to Normalcy*

Speaker, 2016 Annual Conference

Topic: *Demystifying Pre-Disaster Recovery Planning*

Speaker, 2017 Annual Conference

Topic: *Force Multiplier – Enlisting Property Owners in Hazard Mitigation*

California Emergency Services Association (CESA), Member, 2000-present

Webinar Speaker, March 2015

Topic: *Optimizing Opportunities for Mitigation*

Speaker, October 2015

Topic: *Demystifying Pre-Disaster Recovery Planning*

National Hazard Mitigation Association (NHMA), Member, 2012-present



ALEX FRITZLER

858-774-3406
alexfritzler23@gmail.com
linkedin.com/in/alexfritzler

PROFESSIONAL EXPERIENCE

LEAD RESEARCH ANALYST | EMERGENCY PLANNING CONSULTANTS

2016 - PRESENT: INDEPENDENT CONTRACTOR

2010 - 2013: EMPLOYEE

- Collaborate with clients to create and deliver Hazard Mitigation and Emergency Operation Plans for County, City, and local governments.
- Manage and organize multiple projects with 3rd party consultants and vendors with strict deliverable deadlines, outcomes, audits, and project debriefs.
- Provide clients detailed demographic and economic impact analysis of potential natural disasters including: earthquakes, flooding, tsunamis and wildfires
- Produce and analyze custom GIS maps utilizing Esri ArcGIS software

BUSINESS INTELLIGENCE ANALYST | STERKLY

2015 - 2016

- Partnered with engineering and sales team to increase revenue and market share with business partners to drive \$40 million in annual revenue.
- Implemented A/B testing to optimize search engine landing pages; increased click-through rate on advertising placements resulting in 10x revenue increase.
- Modeled and interpreted large cloud based data sets from Microsoft SQL and Apache Hive to research user habits and track software changes.
- Tracked and evaluated success of native advertising and landing page campaigns.

FINANCIAL ANALYST | QUALCOMM

2013 - 2015

- Prepared 15+ quarterly financial schedules including generation of Qualcomm's income statement and balance sheet for quarterly (10Q) and annual (10K) SEC filing and earnings release requirements.
- Automated international foreign exchange analysis utilizing IBM Cognos TM1 financial software cutting process time by 50% per currency, resulting in a savings of 20+ hours during quarterly accounting close process.
- Programmed VBA Excel macro to verify general ledger postings were successful and reflected correctly in financials; reduced time of weekly task by 2 hours.
- Proficient with enterprise platforms: Oracle R12, Salesforce CRM, IBM Cognos.

EDUCATION

BS, BUSINESS ADMINISTRATION: FINANCE | SAN DIEGO STATE UNIVERSITY

2009 - 2013

- GPA 3.8/4.0 - Summa Cum Laude
- Finance & Investment Society - VP of Technology
- Chartered Financial Analyst (CFA) Institute Team Research Challenge winner

STATEMENT

My career includes the large company discipline required of Qualcomm to the entrepreneurial hustle required of an independent contractor. These customer facing roles have resulted in strong organizational skills with an ability to anticipate needs in ever-changing environments. My leadership and vision are tempered with a sleeves up, hands-on approach to project management, multiple priorities, and accurate deliverables.

SKILLS

BUSINESS

- Research and analysis
- Presentation and facilitation
- Business intelligence
- Client management

PEOPLE

- Engaging and confident public speaker - groups of all sizes
- Team leadership
- Effective communication

TECHNICAL

- Microsoft Office: strong Excel, PowerPoint, and Word skills: advanced functions and macros
- Big Data Analytics - Microsoft SQL and Apache Hive
- Esri ArcGIS Pro and ArcMap

INTERESTS

- Golf - 6 handicap
- Basketball
- International travel

MICHAEL D. MCDANIEL

Education

2005 **MA** – Geography, California State University, Long Beach

1985 **JD** – UCLA School of Law

1985 **MBA** – UCLA Anderson Graduate School of Management

1980 **BA** – Geography and Economics, UCLA College of Letters and Science

Professional Experience

Lecturer – Geography Department, CSULB – August 2004 to Present

Teach a spectrum of courses including Principles of Geographic Information Systems, Advanced Topics in Geographic Information Systems, Cartography, Land Use Planning, Urban Geography and others. Conduct weekend professional development courses including GIS and Business, Problem Solving, and Government Applications of GIS.

GIS Analyst – City of El Segundo, California – December 2007 to present

Implement municipal Geographic Information System (GIS) and develop mapping applications for internet and intranet delivery and analysis of geodatabase layers; provide technical data and GIS service support for all departments and perform related duties as required.

GIS Consultant – Self Employed – June 2004 to present

Provide comprehensive (GIS) technical support and mapping services to local government agencies such as the City of Lomita, City of Gardena and Hawthorne Police Department, and other clients including Veronica Tam and Associates LLC, CSULB faculty, Lifestyle Magazine, GIS Planning Inc.

GIS Coordinator – City of Lomita, California – June 2001 to August 2005

Originated all aspects of city's GIS program from selection of software and hardware to production of over one hundred spatial data layers including parcels, street centerlines, addresses, etc. Converted water department's distribution maps from paper/CADD to GIS.

GIS Intern – City of Carson, California – March 2001 to August 2004

Prepared maps on request for all city departments. Convert ArcView project files to ArcGIS. Create and update geodatabases, coverages and shapefiles. Generate demographic reports and graphics for redevelopment projects.

Attorney – Private practice, Los Angeles, California – 1996 to 1998

Provided legal services on diverse tax, business and real property matters to various individual and corporate clients.

Developer – Regent Properties, Beverly Hills, California – 1995 to 1996

Identified and analyzed redevelopment project opportunities. Prepared pro forma financial projections, competition and demographic studies, graphic materials and written proposals for financing and marketing purposes.

Senior Real Estate Representative – Kmart Corp., Troy, Michigan – 1988 to 1995

Identified, evaluated and presented site opportunities to senior management. Negotiated all acquisition documents and coordinated development of new store projects from site selection through entitlement process. Initiated and developed entire new Hawaii District. Promoted to Senior Real Estate Representative, International Division, heading real estate site acquisition in the Pacific Rim.

Professional Organizations & Certifications

Geographic Information Systems Professional, GIS Certification Institute, January 2014

HAZUS Trained Professional, Federal Emergency Management Agency, May 2010





City Council Agenda Report

**Agenda
Item No.
7.j.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-60,
APPROVING AMENDMENT NO. 3 TO THE AGREEMENT
WITH COUNCIL FOR WATERSHED HEALTH (CWH) FOR
ADMINISTRATIVE OVERSIGHT SERVICES FOR THE
MERCED AVENUE GREENWAY PROJECT (PROJECT)
TO INCREASE COMPENSATION TERMS BY \$13,791
FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT
OF \$751,697

SUMMARY: CWH was contracted to provide administrative oversight services for the Project in an amount not to exceed \$724,756 in which services were effective from November 1, 2017 through June 30, 2019. Contract amendments have since been executed to extend the term of the contract and increase compensation terms to a total not to exceed contract amount of \$737,906. Staff now seeks to amend the contract to increase compensation for project design.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-60, approving Amendment No. 3 to the Agreement with CWH for Administrative Oversight Services for the Project to increase compensation terms by \$13,791 for a total not-to-exceed contract amount of \$751,697.

FISCAL IMPACT: There is no direct fiscal impact associated with this action item. A total of \$812,963 in Proposition 1 Grant funding through the California Coastal Conservancy (Conservancy) was awarded to the City to prepare plans, designs, environmental analyses, and permit applications. The increase in compensation will be funded by this grant.

DISCUSSION: The project design is nearing 100% completion in which recent required revisions in utility pole adjustments consumed additional time on the 100% design task, equating to increase in costs of services performed by CWH's subcontractor, Tetra Tech. Available grant monies within the City's allocated budget for project administration has an excess of \$13,791, which is being recommended to reallocate to CWH to help cover the added service costs.

Staff recommends that the City Council approve Amendment No. 3 to the Agreement with CWH, increasing compensation terms by \$13,791, for a total not to exceed amount of \$751,697.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

[Attachment A - Resolution No. 20-60](#)

[Attachment B - Amendment No. 3](#)

ATTACHMENT A

RESOLUTION NO. 20-60

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH THE COUNCIL FOR WATERSHED HEALTH FOR ADMINISTRATIVE OVERSIGHT SERVICES FOR THE MERCED GREENWAY PROJECT (PROJECT) TO INCREASE COMPENSATION TERMS BY \$13,791 FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$751,697.

WHEREAS, the City has entered into an agreement with Council for Watershed Health to provide administrative oversight for the Merced Greenway Project; and

WHEREAS, in addition to changes in design components, specifically utility pole adjustments, the 100% design task has consumed additional time in project design services, equating to an increase in costs of services performed by CWH's subcontractor, Tetra Tech; and

WHEREAS, an excess of \$13,791 in the City's project administration budget will be used for the additional costs of services; and

WHEREAS, the City Council now seeks to amend the contract to increase compensation terms to a total not to exceed amount of \$751,697.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South El Monte as follows:

SECTION 1. The City Council has given authorization to the City Manager to execute Amendment No. 3 to the agreement with the Council for Watershed Health for Administrative Oversight Services for the Merced Avenue Greenway Project to increase maximum compensation terms to \$751,697.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 9th day of June 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-60 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on June 9, 2020 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF SOUTH EL MONTE**, a California municipal corporation ("City") and the **COUNCIL FOR WATERSHED HEALTH**, a 501(c)3 non-profit corporation ("Sub-Consultant") is effective as of the 9th day of June, 2020.

RECITALS

A. City and Sub-Consultant entered into that certain Agreement for Contractual Services dated November 1, 2017 ("Agreement") whereby Sub-Consultant agreed to provide grant support Services in administering the Merced Avenue Greenway Project.

B. On September 24, 2019, the City and Sub-Consultant entered into an Amendment to the Agreement, extending the Term of the Agreement until February 29, 2020.

C. On March 10, 2020, the City and Sub-Consultant entered into Amendment No. 2 to the Agreement, in order to extend the Term of the Agreement until June 30, 2020, and increase the Maximum Compensation to \$737,906.

D. City and Sub-Consultant now desire to amend the Agreement to increase the Maximum Compensation to \$751,697.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

a. **Section C, Compensation, is hereby amended to read:**

"The SUB-CONSULTANT shall be paid in accordance with submitted invoices not to exceed ~~\$751,697~~ ***\$737,906*** over the length of the Agreement according to the approved budget (Exhibit A). SUB-CONSULTANT shall submit invoices to CITY OF SOUTH EL MONTE, no more often than monthly and within thirty (30) days of completion of each month. Invoices shall be submitted by e-mail to the CITY OF SOUTH EL MONTE project manager. Invoices shall contain the following information, in addition to receipts and other supporting documentation:

- a. The date of the invoice;
- b. The time period covered by the invoice, i.e., the term "from" and "to";
- c. A short description of the tasks performed;
- d. Breakdown of labor costs;
- e. Travel and/or per diem shall be at the rates established for non-represented/excluded state employees;
- f. The total amount due;

- g. Original signature and date by authorized representative, certifying that all of the information in the invoice is true and correct;
- h. Final invoice shall be clearly marked "Final Invoice".

When applicable, SUB-CONSULTANT's invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item. Consultant shall submit invoices via mail to the following address: 1415 Santa Anita Avenue, South El Monte, CA 91733.

Payment of invoices to the SUB-CONSULTANT shall be made within thirty (30) days of CITY OF SOUTH EL MONTE's approval of invoice. CITY OF SOUTH EL MONTE may withhold payment of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Sub-Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Sub-Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Sub-Consultant that, as of the date of this Amendment, Sub-Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rachel Barbosa, City Manager

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

SUB-CONSULTANT:

COUNCIL FOR WATERSHED HEALTH, a 501(c)(3) non-profit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address:

Two corporate officer signatures required when Sub-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. SUB-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 SUB-CONSULTANT'S BUSINESS ENTITY.



City Council Agenda Report

**Agenda
Item No.
8.a.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1247,
AMENDING ZONING DESIGNATION (ZONE CHANGE NO.
19-22) FROM MANUFACTURING TO MULTI FAMILY
RESIDENTIAL FOR PROPERTIES LOCATED AT
2610-2634 CHICO AVENUE, RESOLUTION NO. 20-62,
APPROVING MITIGATED NEGATIVE DECLARATION
AND GENERAL PLAN AMENDMENT TO CHANGE THE
EXISTING GENERAL PLAN LAND USE DESIGNATION
FROM INDUSTRIAL TO MEDIUM DENSITY RESIDENTIAL

SUMMARY: The proposed Ordinance No. 1247 will rezone the four parcels located at 2610-2634 Chico Avenue ("Property") from "Manufacturing" to "Multi Family Residential". The proposed Resolution No. 20-62 will change the Land Use designation of the Property from "Industrial" to "Medium Density Residential", to allow for the construction of 72 residential condominiums ("Project"). Along with the rezoning and land use change, a Mitigated Negative Declaration was prepared with a Mitigated Monitoring Program in association with the Project.

RECOMMENDATION: Staff recommends that the City Council conduct the first reading of Ordinance No. 1247, Zone Change (No. 19-22) to change the zoning designation for properties located at 2610-2634 Chico Avenue and adopt Resolution No. 20-62 approving a Mitigated Negative Declaration and General Plan Amendment (No. 19-22) to change the Land Use designation.

FISCAL IMPACT: There is no fiscal impact that will be incurred by the City with the request to adopt the Zone Change and General Plan Amendment. Fees associated with this Project have been collected.

DISCUSSION: The Project was originally heard by Planning Commission on March 11, 2020 for review of a Conditional Use Permit to allow for the construction of 72 residential condominiums, a Subdivision to allow for the creation of 72 air parcels and one common lot, and a General Plan Amendment/Zone Change to change the Land Use designation of four lots from "Industrial" to "Medium Density Residential" and from "Manufacturing" to "Multi Family Residential". The Project was continued to the May 19, 2020 meeting in order for Bob Garrison and Warmington Residential ("Applicant") to work with the existing tenants residing at 2621 Humbert Avenue to allow for a mutually beneficial relocation program. The Planning Commission has found that the steps taken by the Applicant to address the existing tenant's concerns was sufficient and conditionally approved the Projects upon City Council's final approval of the General Plan Amendment and Zone Change.

General Plan Amendment

The western four parcels are designated as "Industrial" in the City's General Plan; the Applicant is requesting a General Plan amendment to allow for a change in land use from Industrial to Multi Family Residential. The proposed General Plan amendment would allow the Property to be developed with residential uses, which is consistent with uses that are currently occurring at this intersection. Furthermore, the proposed General Plan amendment is intended to promote balanced and dynamic economic growth in the area, and address the residential needs of the City and surrounding region. The proposed General Plan amendment is also consistent with the following goals and objectives of the Land Use and Housing Elements of the General Plan:

Land Use Element

Policy 1.1: Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents. The Project will serve the area by greatly expanding the housing stock in the City. Currently the Property is developed with eight for rent units, and will expand to 72 for sale units.

Policy 1.2: Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations. This neighborhood has an average density of around 12 dwelling units per acre and the Project will provide a higher density of 16.7 dwelling units per acre.

Goal 3.0: Accommodate new development that is compatible with and complements existing land uses by allowing for the establishment of a large residential development that fits with the surrounding uses.

Goal 6.0: Provide for the revitalization of deteriorating land uses and properties by developing a property that has lain vacant for many years and has been underdeveloped.

Housing Element

Goal 1: The City of South El Monte shall provide a variety of types and an adequate supply of housing to meet the existing and future needs of City residents by allowing the Project to offer for sale housing that is uncommon in this part of the City.

Policy 1.1: The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single family units, moderate- to higher-density single-family attached units and multiple-family units. The Project will fulfill a need the City has in regards to housing needs by providing moderate density housing at a range from very low income, to low income, to market rate.

Goal 2: The City of South El Monte shall maintain and enhance the quality of existing residential neighborhoods in South El Monte. The development of the Project would enhance the quality of the surrounding neighborhood through improving a site that has historically been used for parking, manufacturing, and rental housing to fit in with the housing in the area.

Goal 3: The City of South El Monte shall improve compatibility between residential and industrial/commercial land uses. The development of housing in this industrial and residential melded area will help visually as well as physically transition between the residential uses in the area and industrial uses.

Zone Change

In order to allow for the Project, a change to the Property's zoning designation will also be required. Currently, the zoning of the western four parcels is "M" (Manufacturing) and the zoning designation must be amended to be consistent with the Property's new General Plan designation. Therefore, the proposed Ordinance includes a zone change from "M" (Manufacturing) zone to "R-3" (Multi Family Residential) in order to allow for the development of the Project.

The rezoning of the Property to R-3 would allow for the creation of a quality residential development on the Property which would help alleviate a need in the City. As analyzed by staff, the proposed change is compatible with the existing uses in the surrounding area along Chico Avenue and Humbert Avenue. Directly south of the Property is a single warehouse and several multifamily units, with properties to the north reflecting a similar makeup. Across the street on Chico Avenue, multifamily and single-family dwellings exist with some nonconforming warehouses. To the east of the Property is the Potrero School along with apartment buildings.

Therefore, staff has determined that the following findings can be made in favor of the proposed zone change pursuant to Section 17.66.040 (Planning Commission procedure) of Chapter 17.66 (Amendments to Zoning Regulations) of the South El Monte Municipal Code:

1. Substantial proof exists that the proposed zone change will promote the public health, safety, convenience and general welfare of the citizens of the City by allowing for the development of the Property with residential uses that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed zone change will allow for improvements to the Property that will address housing needs and beautification;
2. The proposed zone change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans because, by changing the Property to the R-3 Zone the Project will conform to the Zoning Code and General Plan;
3. Streets and public facilities existing or proposed are adequate to serve all uses permitted when the Property is reclassified. The Project will not change the level of service of the surrounding streets because the surrounding area is already developed as manufacturing and residential; and
4. All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the Property because most of the surrounding properties are already zoned R-3 and have residential improvements that will be complimented by the new designation of the Property.

Environmental Review

An Initial Study was conducted and Mitigated Negative Declaration was prepared pursuant to the guidelines of the California Environmental Quality Act (Administrative Code, Title 14, Chapter 3, §15063; §15070). The Initial Study concluded that there will be less than significant impacts with proper mitigation.

(Staff Report Prepared by Ian Mc Aleese, Assistant Planner)

ATTACHMENTS:

[Attachment A - Ordinance No. 1247](#)

[Attachment B - Resolution No. 20-62](#)

[Attachment C - Initial Study and Mitigated Negative Declaration](#)

[Attachment D - Mitigated Monitoring Program](#)

ATTACHMENT A

ORDINANCE NO. 1247

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE ADOPTING ZONE CHANGE AMENDING THE ZONING DESIGNATION FOR PROPERTIES LOCATED AT 2610-2634 CHICO AVENUE

WHEREAS, Bob Garrison and Warmington Residential (“Applicant”) have filed an application for a and Zone Change to change the zoning designation of property located at 2610-2634 Chico Avenue in South El Monte (“Property” or “project site”) from “Manufacturing” to “Multi Family Residential” in order to allow for the construction of multi-family residential units (“Project” or “proposed Project”);

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.66.040, the Project requires Planning Commission review and recommendation to City Council because the Project consists of property rezoning; and

WHEREAS, a public hearing was held before the Planning Commission on March 11, 2020, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, this item was continued from the March 11, 2020 meeting to May 19, 2020. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

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

SECTION 1: On June 9, 2020, the City Council held a duly noticed public hearing to consider the proposed Zone Change (19-22) for property located at 2610-2634 Chico Avenue, South El Monte, CA 91733 from “M” (Manufacturing) to “R-3” (Multi Family Residential).

SECTION 2: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment and zone change. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of February 19, 2020 through March 9, 2020. Pursuant to Section 15074(b) of said Guidelines, the City Council independently reviewed and considered the contents of the initial study and the mitigated negative declaration prior to deciding whether to approve the proposed General Plan amendment and zone change.

Based on the initial study, the mitigated negative declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the mitigated negative declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the proposed General Plan amendment and zone change may have any significant environmental impact with mitigating measures implemented. The documents and other materials which constitute the record on which this decision is based, are maintained by the City's Department of Community Development in the custody of the Director of Community Development.

SECTION 3: Pursuant to Municipal Code section 17.66.050, the City Council hereby finds as follows for the proposed Zone Change (No. 19-22):

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City* by allowing for the development of the Property with residential uses that will benefit the City as a whole. Currently, the Property is underdeveloped and underutilized and the proposed change will allow for improvements to the property that will address housing needs and beautification;
2. *The proposed change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans* by changing the property to the R-3 Zone so that the Project will conform to the Zoning Code and General Plan;
3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified* since the use will not change the level of service of the surrounding streets because the surrounding area is already developed as manufacturing and residential; and
4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question* because most of the surrounding properties are already zoned R-3 and have residential improvements that will be complimented by the new designation of this property.

SECTION 4: Based upon the foregoing, the City Council hereby changes the zoning designation for property located at 2610-2634 Chico Avenue, South El Monte, CA 91733 from "M" (Manufacturing) to "R-3" (Multi Family Residential), as shown on Exhibit "A" attached hereto and hereby incorporated by this reference. The City Council hereby directs City staff to amend the City's official zoning map to reflect the change in zoning designation.

SECTION 5: The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Rose Juarez, City Clerk for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1247, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the ____ day of _____ 2020, and that said Ordinance was adopted by the following vote:

AYES:

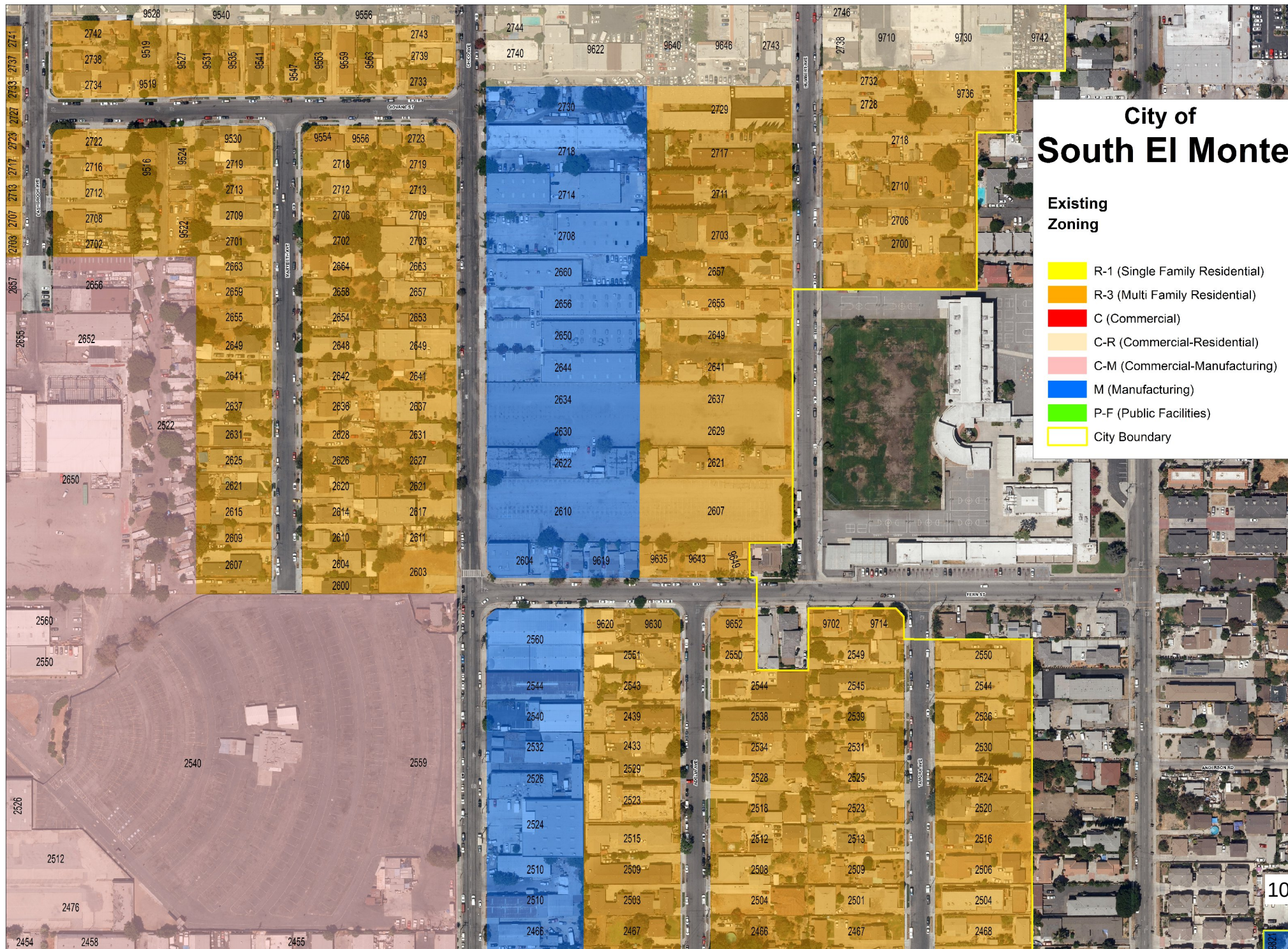
NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

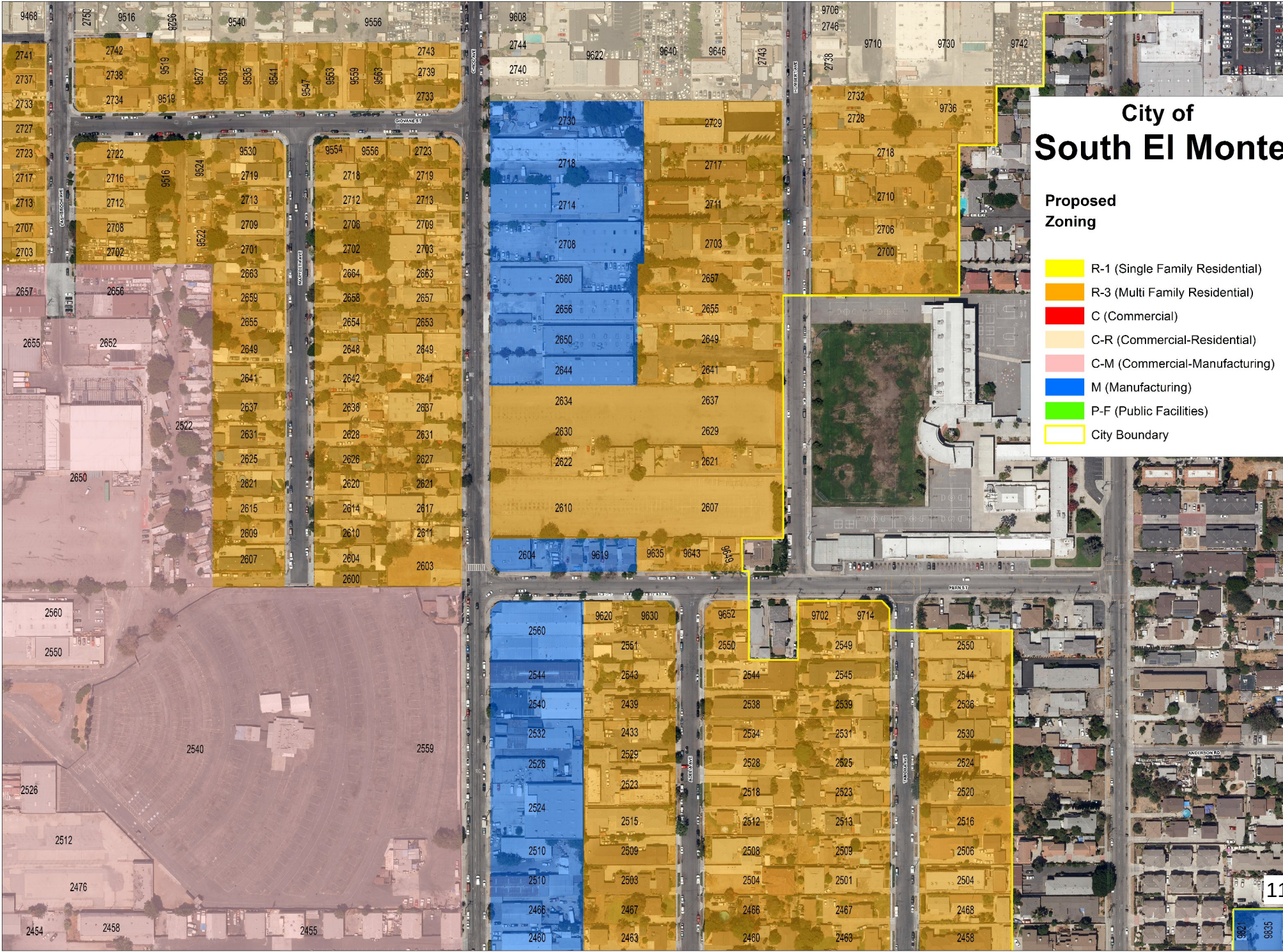
Exhibit A



City of South El Monte

Existing Zoning

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



City of South El Monte

Proposed Zoning

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

ATTACHMENT B

RESOLUTION NO. 20-62

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING A GENERAL PLAN AMENDMENT (NO. 19-22) TO CHANGE THE LAND USE DESIGNATION FOR PROPERTY LOCATED AT 2610-2634 CHICO AVENUE AND 2607-2637 HUMBERT AVENUE

WHEREAS, Bob Garrison and Warmington Residential (“Applicant”) has filed an application for a General Plan Amendment to change the land use designation of property located at 2610-2634 Chico Avenue in South El Monte (“Property” or “project site”) from “Industrial” to “Medium Density Residential” in order to allow for the construction of multi-family residential units (“Project” or “proposed Project”);

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.66.040, the Project requires Planning Commission review and recommendation to City Council because the Project consists of property rezoning; and

WHEREAS, a public hearing was held before the Planning Commission on March 11, 2020, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, the item was continued from the March 11, 2020 meeting to May 19, 2020. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination; and

WHEREAS, a public hearing was held before the City Council on June 9, 2020, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. A record of the public hearing indicates the following:

The proposed amendment would allow the site to be developed with residential uses, which is consistent with uses that are currently occurring at this intersection. Furthermore, the Code amendment is intended to promote balanced and dynamic economic growth in the area, and address the residential needs of the City and surrounding region. The amendment would also be consistent with the following goals and objectives of the Land Use and Housing Elements of the General Plan:

Land Use Element

Policy 1.1: *Provide opportunities for housing development at a range of densities and housing types that accommodate the varied interests and needs of present and future residents.* This Project will serve the area by greatly expanding the housing stock in the City. Currently, the Property is developed with eight for-rent units, and will expand to 72 for-sale units.

Policy 1.2: *Allow for the transition of mixed-density neighborhoods to higher density development consistent with underlying General Plan land use and zoning designations.* This neighborhood has an average density of around 12 dwelling units per acre and this Project will provide a higher density of 16.7 dwelling units per acre.

Goal 3.0: *Accommodate new development that is compatible with and complements existing land uses* by allowing for the establishment of a large residential development that fits with the surrounding uses.

Goal 6.0: *Provide for the revitalization of deteriorating land uses and properties* by developing a property that has lain vacant for many years and has been underdeveloped.

Housing Element

Goal 1: *The City of South El Monte shall provide a variety of types and an adequate supply of housing to meet the existing and future needs of City residents* by allowing the proposed Project to offer for-sale housing that is uncommon in this part of the City.

Policy 1.1: *The City of South El Monte shall provide adequate sites to facilitate the development of a range of residential development types that fulfills its regional housing needs, including low-density single family units, moderate- to higher-density single-family attached units and multiple-family units.* This development will fulfill a need the City has in regards to their housing needs by providing moderate density housing at a range from very low income, to low income, to market rate.

Goal 2: *The City of South El Monte shall maintain and enhance the quality of existing residential neighborhoods in South El Monte.* The development of this Project would enhance the quality of the surrounding neighborhood through improving a site that has historically been used for parking, manufacturing, and rental housing to fit in with the housing in the area.

Goal 3: *The City of South El Monte shall improve compatibility between residential and industrial/commercial land uses.* The development of housing in this industrial and residential melded area will help visually as well as physically seamlessly transition between the residential uses and industrial uses in the area.

SECTION 2. Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed General Plan amendment and zone change. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of February 19, 2020 through March 9, 2020. Pursuant to Section 15074(b) of said Guidelines, the City Council independently reviewed and considered the contents of the initial study and the mitigated negative declaration prior to deciding whether to approve the proposed General Plan amendment.

Based on the initial study, the mitigated negative declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the mitigated negative declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the proposed General Plan amendment and zone change may have any significant environmental impact with mitigating measures implemented. The documents and other materials which constitute the record on which this decision is based, are maintained by the City's Department of Community Development in the custody of the Director of Community Development.

SECTION 3. Based on the above findings, the City Council hereby adopts the Mitigated Negative Declaration and Mitigated Monitoring Program along with General Plan Amendment (No. 19-22) to change the land use designation of property located at 2610-2634 Chico Avenue from "Industrial" to "Medium Density Residential" as shown in Exhibit "A" hereto and hereby incorporated by this reference.

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

PASSED, APPROVED AND ADOPTED this 9th day of June, 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-62 was passed and approved by the City Council of the City of South El Monte, at an adjourned meeting of said Council held on June 9, 2020 and that said Resolution was adopted by the following vote:

AYES:

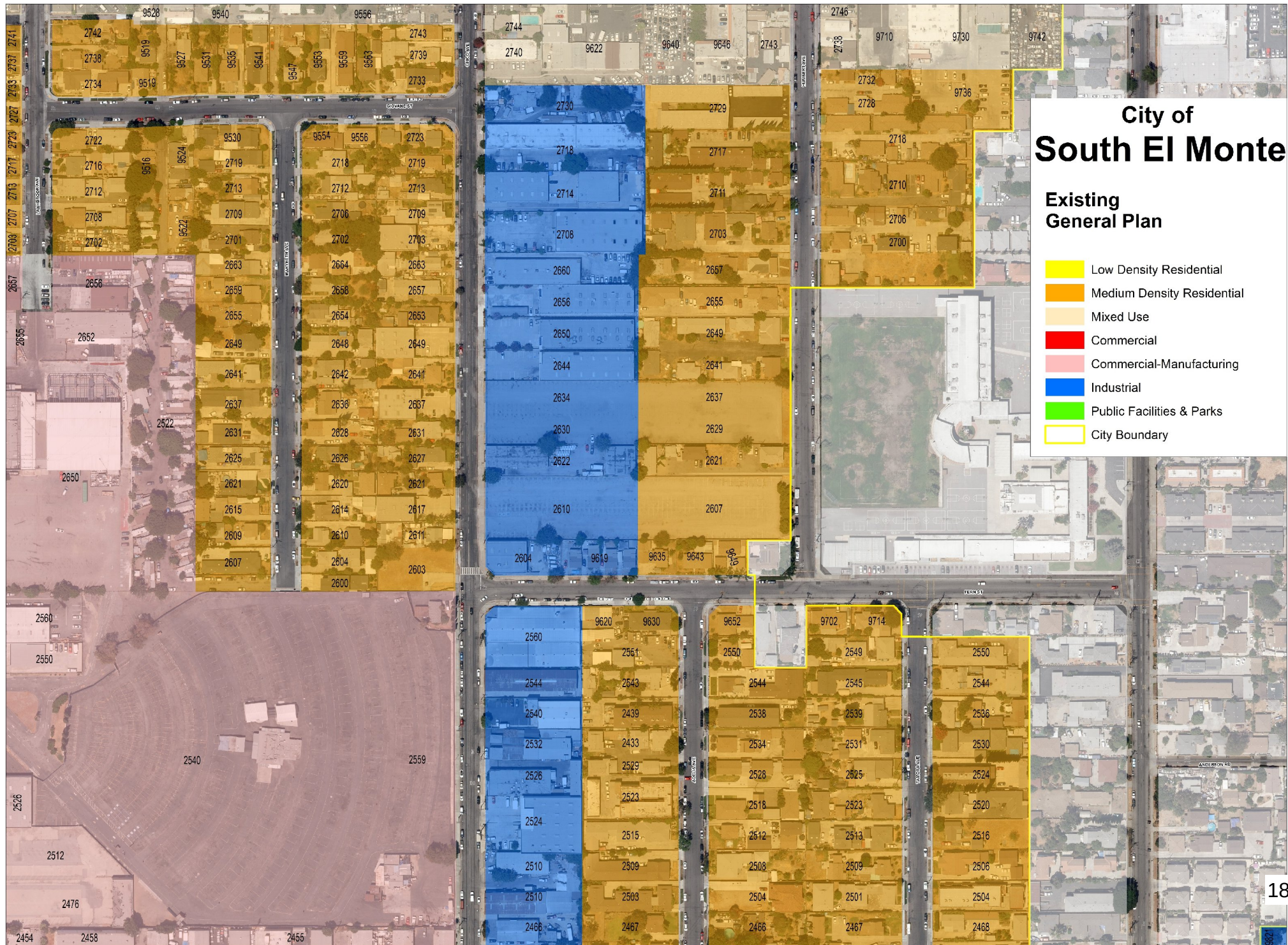
NOES:

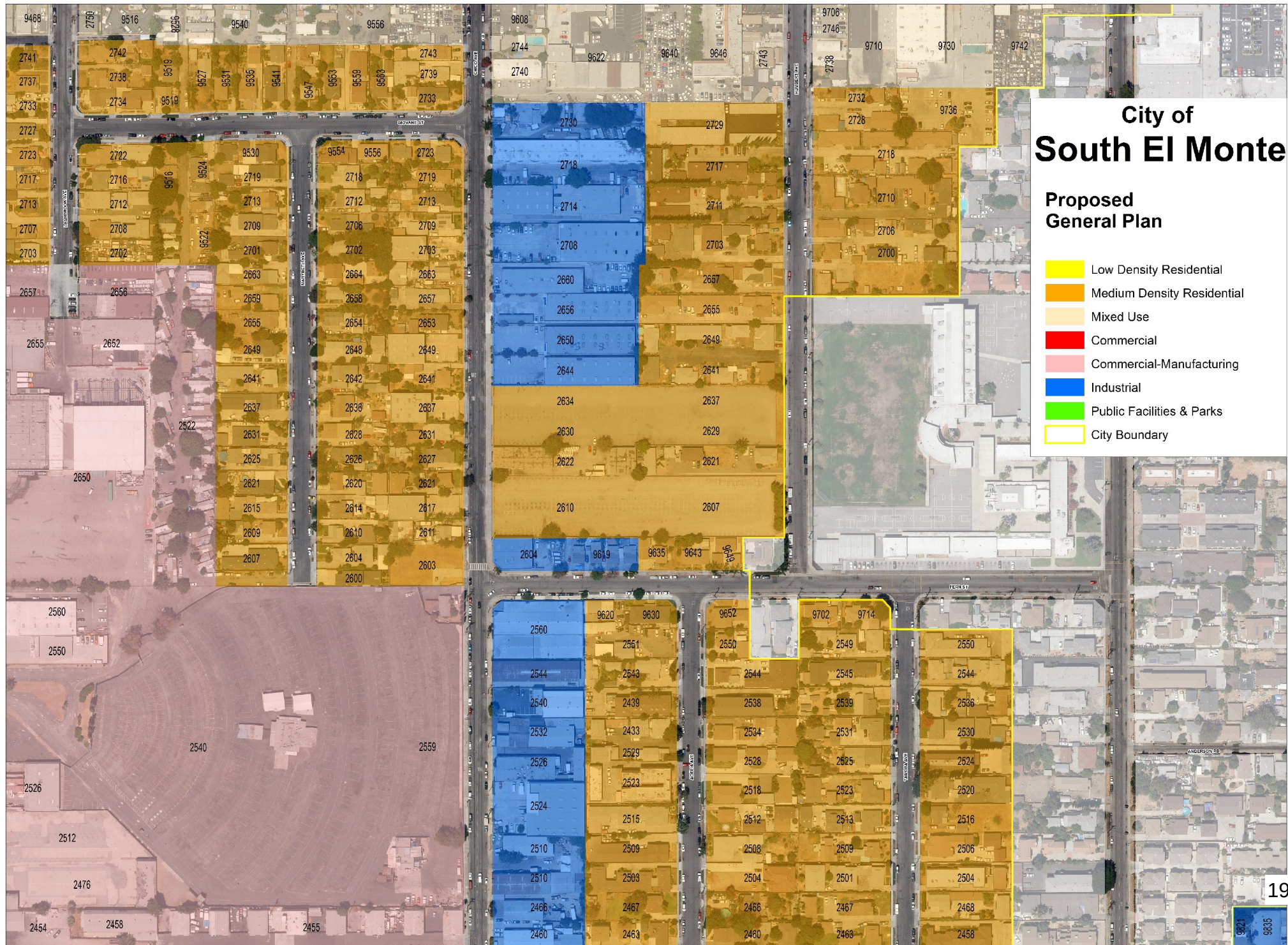
ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

Exhibit A





City of South El Monte

Proposed General Plan

- Low Density Residential
- Medium Density Residential
- Mixed Use
- Commercial
- Commercial-Manufacturing
- Industrial
- Public Facilities & Parks
- City Boundary

ATTACHMENT C

ENVIRONMENTAL CHECKLIST FORM

Project title: North Chico Residential Project

Lead agency name and address: City of South El Monte, Planning Division, 1415 N. Santa Anita Ave. South El Monte, CA 91733

Contact person and telephone number: Ian McAleese, Assistant Planner, (626) 579 -6540 ext. 3201, imcaleese@soelmonte.org

Project location: The proposed Project is located on the northern edge of the City of South El Monte (City). As shown in **Figure 1: Project Location**, the Project Site is located at 2610-2634 Chico Avenue and 2607-2637 Humbert Avenue. The City is located east of Humbert Avenue.

Project sponsor's name and address: Warmington Residential, 3090 Pullman Street Costa Mesa, California 92626

General Plan designation: Multifamily Residential and Industrial

Zoning: R-3 (Multiple Family Residence) Zone and M (Manufacturing) Zone

Description of Project: The Applicant is proposing the development of 72 attached single-family homes on a site consisting of several existing parcels with frontage on Chico and Humbert Avenues (proposed Project). The proposed Project will include 13 buildings, each 2 stories and 29 feet in height, 10 of the buildings will be built with 6 units each and 3 buildings will contain 4 units each as shown in **Figure 2: Site Plan**. Of the 72 condominiums, 64 will be market rate and 8 will be affordable housing units (4 very low income and 4 low income units). Both types 4-Plex and 6-Plex buildings will be similar in design, as shown in **Figure 3: 4-Plex Perspectives** and **Figure 4: 6-Plex Perspectives**.

The proposed Project includes a single gate on Chico for vehicle access; no vehicle access will be provided on Humbert. A pedestrian gate access is proposed on Chico Avenue, with a secondary pedestrian gate on Humbert Avenue. Bike racks will be provided, as well as 184 parking spaces (144 for residential uses provided as two car garages, 30 guest parking, 8 driveway spaces, and 2 ADA stalls) are proposed.

The Project will include amenities, open space, seating and landscaping as shown in **Figure 5: Schematic Landscape Plan**. The proposed Project would incorporate indoor and outdoor recreational amenities that would meet some of the needs of the residents and the public. Approximately 40,685 square feet (sq. ft.) of common open space will be provided for the residents, as well as landscaping throughout the Project. Outdoor amenities would include communal open space such as central courtyards and other

landscaping. A Homeowner's Association will be formed to maintain open space areas, on-site drainage facilities, private driveways, and fire lanes.

The proposed Project will have two floor plans, as shown in **Figure 6: Plan 1 Floor Plan** and **Figure 7: Plan 2 Floor Plan**. Plan 1 contains 3 bedrooms and 2.5 bathrooms in a 1,392 sq. ft. and Plan 2 includes 4 bedrooms and 2.5 baths in 1,758 sq. ft. The Project will contain 46 Plan 1 units and 26 Plan 2 units.

The 2-story buildings will have stucco walls painted white, tan, and earth tones, and a concrete flat tile roof. The façade would feature arches, openings in stucco, and dark wood trim, as shown in **Figure 8: 4-Plex Elevation** and **Figure 9: 6-Plex Elevation**.

The Project Site is approximately 187,800 sq. ft. (4.3 acres) and consists of 8 parcels identified as Assessor's Parcel Numbers 8102-029-005 to 007, -018, to -020, -025, and -026. The Project Site is currently developed with residential and industrial buildings, as well as surface parking lots. The northern and southern portions of the site are parking lots. The eastern half of the site is developed with four residential apartment buildings containing 8 units. The western half of the site was previously developed with an industrial building that has since been demolished. Demolition of all existing structures and site improvements is proposed as part of the Project.

The Applicant is requesting approval of the following actions by the City:

- General Plan Amendment—to change the existing Industrial zoning the on western portion of the Project Site on Chico Ave to Medium Density Residential on western portion on Humbert Ave;
- Zone Change—to change the existing M (Manufacturing) Zone on western portion of the Project Site to and R-3 (Multifamily Residential) zone;
- Conditional Use Permit—Pursuant to South El Monte Municipal Code (SEMMC) Section 17.44.030, Conditional Use Permit is required for all residential condominium projects;
- Variance—Pursuant to SEMMC Section 17.44.070, the minimum density for residential condominium units is 1 Unit per 2,500 sq. ft. of site area which is equal to 76 units for the 4.3 acre site. A Variance is requested to allow 72 units on the Project Site to allow for more open space A and landscaped areas for residents;
- Subdivision—Tentative Tract Map 82469 would create 72 residential condominium and common area parcels, as well as private streets.
- Building and other permits necessary for construction of the Project.

Surrounding land uses and setting: Briefly describe the project's surroundings:

The site is located directly northeast of the intersection of Chico Avenue and Fern Street and is bounded on the west by Chico Avenue and on the east by Humbert Avenue. The surrounding area is mixed use in

character with buildings being one or two stories in height. As shown in **Figure 10: Environmental Setting**, industrial uses are located north and south of the Project Site and residential uses are located west of the Project Site on Chico Avenue. Portrero School is located on the east side of Humbert Avenue in the City. Playfields on the rear portion of the school are located on Humbert Avenue across from the site.

Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

- Encroachment permit from the City for street improvements on Humbert Ave.

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section (PRC) 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Letters notifying tribal representatives of the proposed Project and the opportunity to consult were mailed on December 20, 2019. No responses were received requesting consultation.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and Project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See PRC Section 20803.3.2) Information may also be available from the California Native American Heritage commission's Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office Historical Preservation. Please also note that PRC Section 20892.3(c) contains provisions specific to confidentiality.



FIGURE 1.0





PERSPECTIVE A



PERSPECTIVE B



PERSPECTIVE C

SOURCE: KTG Architecture + Planning - 2020

FIGURE 3.0

26



PERSPECTIVE A



PERSPECTIVE B



PERSPECTIVE C

SOURCE: KTG Architecture + Planning - 2020

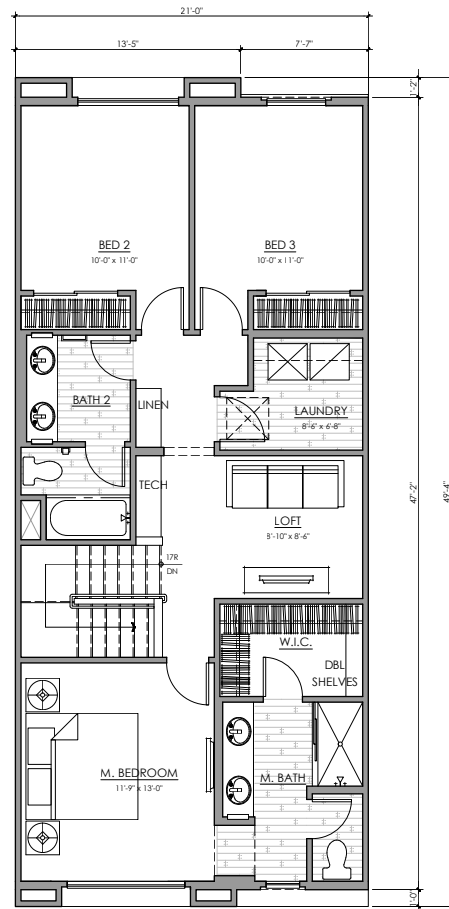
FIGURE 4.0

27

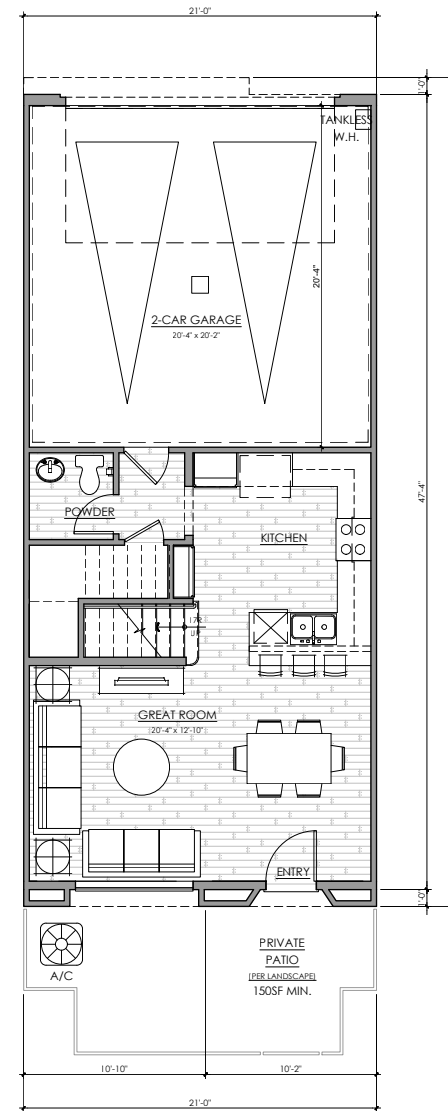
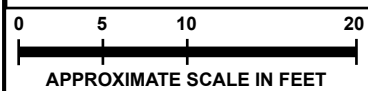


SOURCE: KTG Architecture + Planning - 2020

FIGURE 5.0



SECOND FLOOR

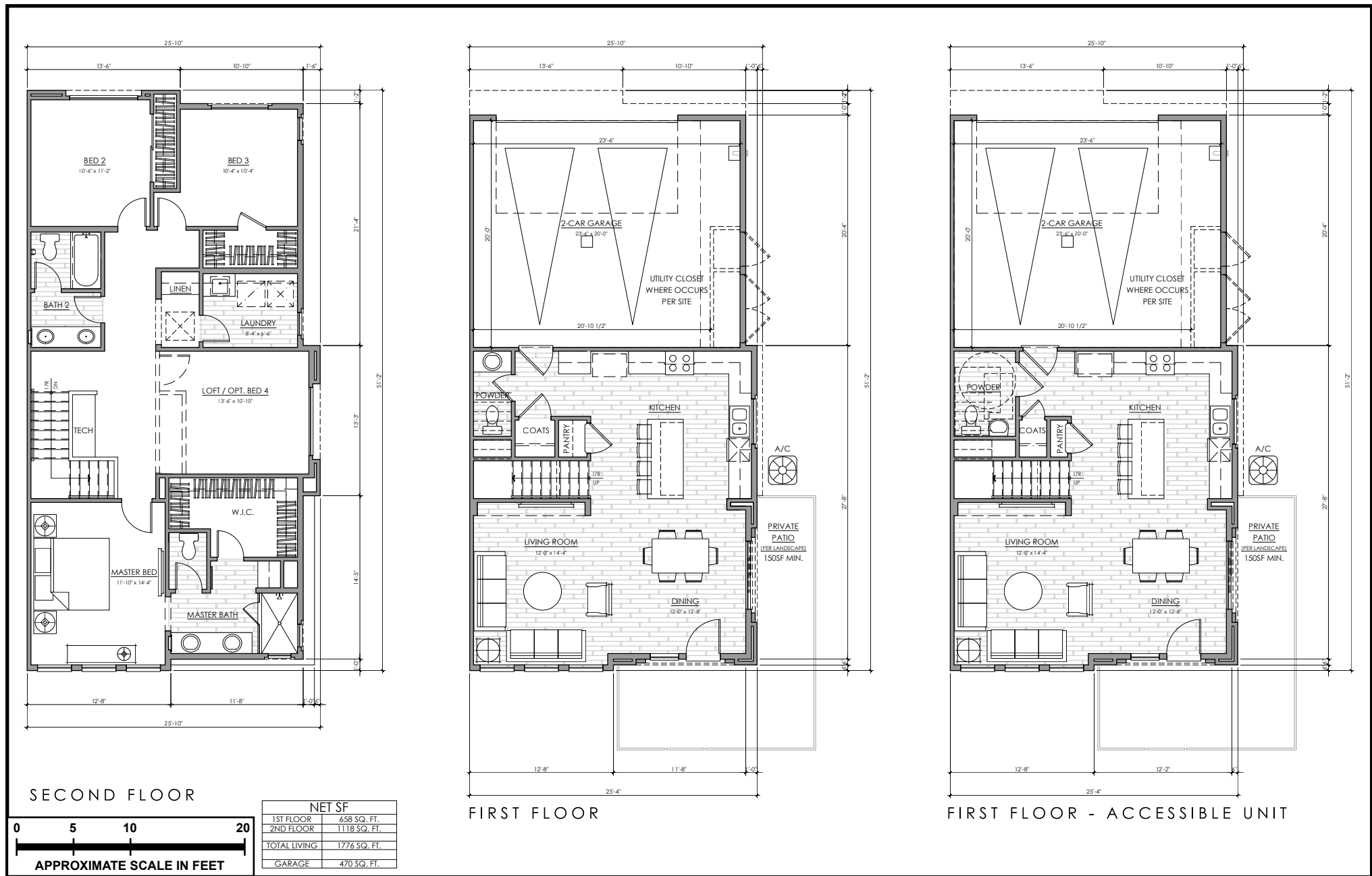


FIRST FLOOR

NET SF	
1ST FLOOR	519 SQ. FT.
2ND FLOOR	885 SQ. FT.
TOTAL LIVING	1403 SQ. FT.
GARAGE	413 SQ. FT.

SOURCE: KTGy Architecture + Planning - 2020

FIGURE 6.0



SOURCE: KTGy Architecture + Planning - 2020

FIGURE 7.0

30



FRONT



LEFT



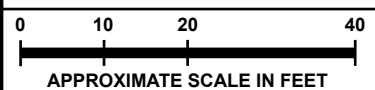
RIGHT



REAR

MATERIAL LEGEND

- [1] Stucco, Light Sand Finish
- [2] Concrete Flat Tile Roof
- [3] Wood Fascia Board
- [4] Stucco o/ Foam Trim
- [5] Stucco o/ Foam Shaped Outlooker
- [6] Smooth Stucco o/ Foam Paneling
- [7] Stucco o/ Foam Corbel
- [8] Vinyl Windows - Tan
- [9] Fiberglass Entry Doors
- [10] Decorative Exterior Lights
- [11] Metal Sectional Garage Door
- [12] Courtyard Wall & Gate per Landscape Drawings



SOURCE: KTG Architecture + Planning - 2020

FIGURE 8.0

31



FRONT



LEFT



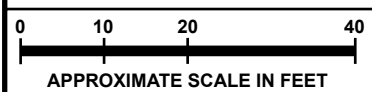
RIGHT



REAR

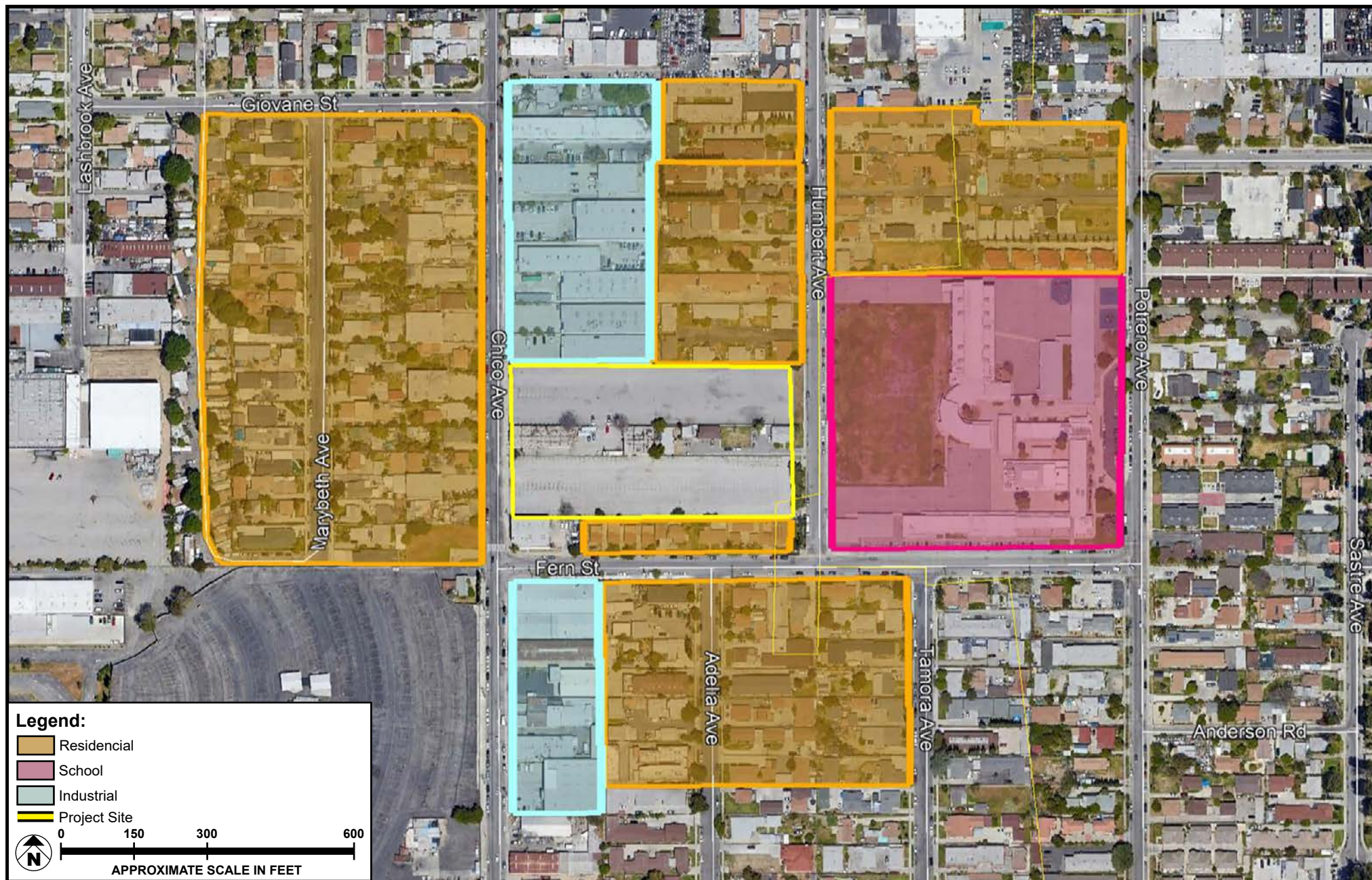
MATERIAL LEGEND

- 1 Stucco, Light Sand Finish
- 2 Concrete Flat Tile Roof
- 3 Wood Fascia Board
- 4 Stucco o/ Foam Trim
- 5 Stucco o/ Foam Shaped Outlooker
- 6 Smooth Stucco o/ Foam Paneling
- 7 Stucco o/ Foam Corbel
- 8 Vinyl Windows - Tan
- 9 Fiberglass Entry Doors
- 10 Decorative Exterior Lights
- 11 Metal Sectional Garage Door
- 12 Courtyard Wall & Gate per
Landscape Drawings



SOURCE: KTG Architecture + Planning - 2020

FIGURE 9.0



SOURCE: KTG Architecture + Planning - 2020

FIGURE 10.0

33

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

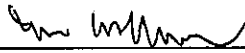
The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Energy
☐	Geology/Soils	☐	Greenhouse Gas Emissions	☐	Hazards & Hazardous Materials
☐	Hydrology/Water Quality	☐	Land Use Planning	☐	Mineral Resources
☐	Noise	☐	Population/Housing	☐	Public Services
☐	Recreation	☐	Transportation	☐	Tribal Cultural Resources
☐	Utilities/Service Systems	☐	Wildfire	☐	Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation:

☐	I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☒	I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.


Signature

Planning Manager

2-18-2020
Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. the significance criteria or threshold, if any, used to evaluate each question; and
 - b. the mitigation measure identified, if any, to reduce the impact to less than significant.

INITIAL STUDY CHECKLIST

1. Aesthetics

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the Project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒
c. In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Discussion

a. Have a substantial adverse effect on a scenic vista?

No Impact. The Project Site is located within a developed and urbanized area of the City. The Project Site is not located on or near any designated scenic corridor or roadway. The City's general plan does not identify any specific scenic vistas within the City. Although the Project Site vicinity is within the field of view of surrounding the San Gabriel mountain range, the existing level of development on the site and in the surrounding area limits views across and beyond the site. Both Chico and Humbert Street are local streets that do not offer long range scenic views. The proposed Project consists of buildings 2 stories and 29 feet in height, consistent with other buildings in the area. The Project would not obstruct any available views. As such, no impacts to a scenic vista would occur.

Mitigation Measures: No mitigation measures are necessary.

b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

No Impact. The Project Site is located within a developed and urbanized area of the City. The Project Site is not bordered by or within the viewshed of a designated scenic highway. The Project Site is currently developed with residential and industrial buildings and surface parking lots. No scenic rock outcroppings, unique geologic features, or historic buildings exist on the Project Site. The existing trees on the site have not been identified as scenic resources. For these reasons, no impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

c. In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The Project is proposed in an urbanized area including industrial, commercial, and residential uses similar height and scale to the proposed residential condominium buildings. The Project Site is not subject to regulations governing scenic quality. As such, no impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Less than Significant Impact.

Light

Night lighting for the Project Site would be provided to illuminate the building entrances and common open space areas to provide adequate night visibility for residents and visitors and to provide a measure of security. The Project Site would utilize outdoor lighting designed and installed to meet the standards in SEMMC Section 17.12.260 Multiple Residential Zone (R-3), Miscellaneous standards. Impacts would be less than significant.

Glare

Potential reflective surfaces within the vicinity of the Project Site include automobiles, exterior building windows, and other glass and polished metal surfaces. Excessive glare can restrict visibility, and increase ambient heat reflectivity in a given area. The proposed architectural materials and finishes, which are not

reflective and will not generate substantial sources or glare, include stucco walls painted white, tan and earth tones, and a concrete flat tile roof. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

2. Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forestland or conversion of forestland to nonforest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to nonagricultural use, or conversion of forestland to nonforest use?	☐	☐	☐	☒

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

No Impact. The Project Site is located within a developed and urbanized area of the City. No farmland or agricultural activity exists on the Project Site. According to the California Department of Conservation "Los Angeles County Important Farmland 2016" map, the Project Site is designated as "urban and built-up

land.”¹ No portion of the Project Site is designated as Farmland of Statewide Importance, Unique Farmland, or Farmland of Local Importance. No impact would occur.

Mitigation Measures: No mitigation measures are necessary.

b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The Project Site is currently zoned for residential and industrial uses and is zoned for agricultural use, used for agriculture, or subject to a Williamson Act contract. There are no designated agricultural land uses or Williamson Act contracts adjacent to, or near the Project Site. No impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The Project Site is not designated or zoned for forest or timberland. The Project Site is in an urbanized area of the City and surrounding land uses consisting of, residential, industrial, and commercial space. No impacts would occur.

Mitigation Measures: No mitigation measures are required.

d. Would the project result in the loss of forest land or conversion of forest land to nonforest use?

No Impact. The Project Site does not include forest land and is not located near any forest land. For this reason, no impacts would occur. **Mitigation Measures:** No mitigation measures are required.

1 California Department of Conservation, Division of Land Resource Protection, *Los Angeles County Important Farmland 2016*, map (January 2016), accessed January 2020, available at <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2012/los12.pdf>.

e. Involve other changes in the existing environment which, due to their location or nature could result in conversion of Farmland, to nonagricultural use or conversion of forestland to nonforest use?

No Impact. As previously noted, the Project Site does not contain any farmland or forestland; therefore, no such land would be converted. Neither the Project Site, nor nearby properties, are currently utilized for agricultural or forestry uses. No impacts would occur.

Mitigation Measures: No mitigation measures are required.

3. Air Quality

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?	☐	☐	☒	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The South Coast Air Quality Management District (SCAQMD) adopted the current air quality management plan (AQMP) in March 2017² to comply with the federal and State Clean Air Acts and amendments; accommodate growth; reduce of pollutants in the South Coast Air Basin (Basin); meet federal and State air quality standards; and minimize the fiscal impact of pollution control measures on the local economy. It builds on approaches in the previous AQMP to achieve attainment of the federal ozone air quality standard. These planning efforts have substantially decreased exposure to unhealthy levels of pollutants, even while substantial population growth has occurred within the Basin. Projects that are considered to be consistent with the AQMP would not interfere with attainment because this growth is included in the projections utilized in the formulation of the AQMP. Therefore, projects, uses, and activities that are consistent with the applicable assumption used in the development of the AQMP would not jeopardize attainment of the air quality levels identified in the AQMP, even if they exceed the SCAQMD's recommended daily emissions thresholds.

The Southern California Association of Governments (SCAG) adopted the 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS) in 2016. The growth projections in this plan form the basis for the strategies identified in the AQMP. According to SCAG, South El Monte

² South Coast Air Quality Management District, *Final 2016 Air Quality Management Plan*, March 2017.

had a 2018 population of 20,882; the City is within the County of Los Angeles (County), with a 2018 population of 19,283,729.³ The focus of the Housing Element of the General Plan is to continue a comprehensive and long-range planning strategy that specifically addresses housing. The Element's primary objective is to indicate how the City intends to accommodate its designated Regional Housing Needs Assessment or RHNA allocation. The RHNA calls for the City to facilitate the development of 169 housing units in the City during the 2014-2021 planning period.⁴ Based on the Department of Finance's (DOF) current average household size of 4.5 persons for the City of S. El Monte.⁵ The 72 multifamily units (net increase of 64 units when considering the removal of 8 existing residential units) proposed would add approximately 288 new residents to the City. This increase does not represent a substantial increase in the population of the area. The overall increase in housing units and population would be consistent with the SCAG forecast of 600 additional households and approximately 2,200 people in the City between 2012 and 2040.⁶ As such, the Project would not cause unexpected growth. Impacts would be less than significant.

The SCAQMD has developed specific CEQA air quality significance thresholds to assess potential impacts that may result from construction and operation of projects.⁷ The Project Site is located within the area where these thresholds apply. Daily emissions of volatile organic compounds (VOC), nitrogen oxides (NOX), carbon monoxide (CO), sulfur oxides (SOX), respirable particulate matter less than 10 microns in diameter (PM10) and fine particulate matter less than 2.5 microns in diameter (PM2.5) should be quantified and assessed on both regional and localized scales, in accordance with SCAQMD methodology.

The United States Environmental Protection Agency (USEPA) is responsible for federal oversight and enforcement of air quality management policies under the 1970 Clean Air Act (CAA). Each individual state is tasked with preparing and adhering to State Implementation Plans⁸(SIPs) for achieving the goals set forth within the CAA. California has some of the most stringent air quality policies in the country and, through the California Air Resources Board (CARB) branch of the California Environmental Protection Agency (CalEPA), has developed its own ambient air quality standards (AAQS).

3 Southern California Association of Governments, Local Profiles Report 2019: Profile of the City of South El Monte (May 2019), accessed January 2020, <https://www.scag.ca.gov/Documents/SouthElMonte.pdf>.

4 City of South El Monte, Department of City Planning, *General Plan*, "Housing Element" (2014).

5 California Department of Finance, *Report E-5: Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2019, with 2010 Benchmark*, accessed January 2020, available at <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>.

6 SCAG, "Demographics and Growth Forecast" (adopted April 2016), accessed January 2020, http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS_DemographicsGrowthForecast.pdf.

7 SCAQMD, CEQA Air Quality Handbook.

8 A State Implementation Plan is a document prepared by each state describing existing air quality conditions and measures that will be followed to attain and maintain National Ambient Air Quality Standards.

The State is divided into air quality jurisdictions; each jurisdiction is governed by a regional air district that oversees policy implementation, permitting of air pollution emission sources, and enforcement of regulatory requirements. Six criteria air pollutants (CAPs) are monitored at the federal, State, and regional levels. These six CAPs—ozone, particulate matter PM10 and PM2.5, nitrogen dioxide, carbon monoxide, lead, and sulfur dioxide—were identified based on a consensus of decades of research that concluded inhalation of each of the chemicals results in adverse health effects in humans.

Construction Emissions

Construction of the Project is proposed to begin in March 2020 and is expected to be completed by March 2022. Construction would include demolition of all existing structures and site improvements and would consist of the following phases: (1) asphalt and building demolition; (2) rough grading and fine grading; (3) utility trenching; (4) building construction; (5) asphalt paving; and (6) finishing/landscaping.

These construction activities would create short term emissions of dusts, fumes, equipment exhaust, and other air contaminants. Construction activities during the demolition/grading/excavation/site preparation phases would primarily generate particle emissions. Particles less than 10 micrometers in diameter (PM10) and particles less than 2.5 micrometers in diameter (PM2.5) would be the primary sources of particle emissions. Mobile sources (such as diesel-fueled equipment on site and traveling to and from the Project Site) would primarily generate nitrogen oxide (NOx) emissions. The application of architectural coatings, such as paint, during the building construction phase would primarily result in the release of volatile organic compound (VOC) emissions. The amount of emissions generated on a daily basis would vary, depending on the amount and types of construction activities occurring at the same time.

Maximum daily emissions of air pollutants during construction and operation of the Project were calculated using CalEEMod. Construction would be required comply with the SCAQMD Rule 403 and Rule 1113. Rule 403 requires the use of stringent best available control measures (BACMs) to minimize PM10 emissions during grading and construction activities. Rule 1113 limits the VOC content of coatings, with a VOC content limit for flat coatings of 50 grams per liter (g/L). Furthermore, all off-road diesel-powered construction equipment greater than 50 hp would meet at the minimum Tier 3 off road emissions standards in accordance with CARB fleet requirements. **Table 3.1: Maximum Construction Emissions** identifies daily emissions that are estimated for peak construction days for each construction year. Based on the modeling, construction of the Project would not exceed regional VOC, NOx, CO, SOx, PM10, and PM2.5 concentration thresholds. As such, impacts would be less than significant.

Table 3.1
Maximum Construction Emissions

	VOC	NOx	CO	SOx	PM10	PM2.5
Source	pounds/day					
Year 2020	6	67	91	<1	12	6
Year 2021	5	47	49	<1	3	2
Year 2022	20	67	88	<1	4	3
Maximum	20	67	91	<1	12	6
SCAQMD Mass Daily Threshold	75	100	550	150	150	55
Threshold exceeded?	No	No	No	No	No	No

Source: CalEEMod.

Notes:

CO = carbon monoxide; NOx = nitrogen oxides; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns; SOx = sulfur oxides; VOC = volatile organic compounds.

Refer to **Appendix A** for CalEEMod output sheets in the Air Quality Study, dated January 2020.

Operational Emissions

Operation of the Project has the potential to generate criteria pollutant emissions through vehicle trips traveling to and from the Project Site. In addition, emissions would result from area sources on site, such as natural gas combustion, landscaping equipment, and use of consumer products. In calculating mobile-source emissions, trip-length values were based on the distances provided in CalEEMod. Area-source emissions are based on natural gas (building heating and water heaters), landscaping equipment, and consumer product (including paint) usage rates provided in CalEEMod. Natural gas usage factors in CalEEMod are based on the California Energy Commission's California Commercial End Use Survey data set, which provides energy demand by building type and climate zone. The results of these calculations are presented in **Table 3.2: Maximum Operational Emissions**.

Table 3.2
Maximum Operational Emissions

	VOC	NOx	CO	SOx	PM10	PM 2.5
Source	pounds/day					
Area	3	2	7	<1	<1	<1
Energy	<1	<1	<1	<1	<1	<1
Mobile	1	4	12	<1	4	2
Total	4	5	19	<1	4	2
SCAQMD Mass Daily Threshold	55	55	550	150	150	55
Threshold exceeded?	No	No	No	No	No	No

Source: CalEEMod.

Notes: Totals in table may not appear to add exactly due to rounding in the computer model calculations.

CO = carbon monoxide; NOx = nitrogen oxides; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns; SOx = sulfur oxides; VOC = volatile organic compounds.

Refer to **Appendix A** for CalEEMod output sheets in the Air Quality Study, dated January 2020.

As shown in **Table 3.2**, the emissions associated with the Project would not exceed the SCAQMD-recommended operational emission thresholds. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?

Less Than Significant Impact. A significant impact could occur if the Project would add a considerable cumulative contribution to federal or State nonattainment pollutants. Development of the Project in conjunction with the related projects near the Project would result in an increase in construction and operational emissions in an already urbanized area of the City. However, cumulative air quality impacts from construction, based on SCAQMD guidelines, are not analyzed in a manner similar to project-specific air quality impacts. Instead, the SCAQMD recommends that a project's potential contribution to cumulative impacts should be assessed utilizing the same significance criteria as those for project-specific impacts. According to the SCAQMD, individual development projects that generate construction or operational emissions that exceed the SCAQMD recommended daily regional or localized thresholds for project-specific impacts would also cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment.

With the implementation of regulatory compliance measures such as Rule 403 (Fugitive Dust) and Rule 1113 (Architectural Coating), the Project's construction and operational emissions are not expected to significantly contribute to cumulative emissions for CO, NOx, PM10, and PM2.5. As such, the Project's contribution to cumulative air quality emissions in combination with the related projects would not be cumulatively considerable. Impacts would be less than significant.

As discussed previously, the Project would not jeopardize the attainment of air quality standards in the 2016 AQMP for the Basin and the Los Angeles County portion of the Basin. As such, the Project would not have a cumulatively considerable contribution to a potential conflict with or obstruction of the implementation of the AQMP regional reduction plans. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. Project construction activities and operations, as described above, may increase air emissions above current levels. Concentrations of pollutants may have the potential to impact

nearby sensitive receptors. Sensitive receptors are identified near sources of air pollution to determine the potential for health hazards. Locations evaluated for exposure to air pollution include, but are not limited to, residences, schools, hospitals, and convalescent facilities.

Adjacent residential neighborhoods lie directly north and south of the Project Site along Humbert Avenue. Additional residences are located to the south across Fern Street, and to the north across Humbert Avenue. A residential neighborhood is located west of the Project Site across Chico Avenue. Additionally, Potrero School is located east of the Project Site across Humbert Avenue. These uses represent the nearest sensitive receptors which may potentially be impacted by emissions of air pollutants from Project implementation.

The localized effects from the on-site portion of the missions are evaluated at nearby sensitive receptor location potentially impacted by the Project according to the SCAQMD Final Localized Significance Threshold (LST) Methodology,⁹ which relies on on-site mass emission rate screening tables and project-specific dispersion modeling where appropriate. For construction, pollutant concentrations are compared to significance thresholds for particulates (PM10 and PM2.5), CO, and NO2. The significance threshold for PM10 represents compliance with SCAQMD Rule 403 (Fugitive Dust). The threshold for PM2.5 is designed to limit emissions and to allow progress toward attainment of the AAQS. Thresholds for CO and NO2 represent the allowable increase in concentrations above background levels that would not cause or contribute to an exceedance of their respective AAQS.

The LST Methodology provides lookup tables of emissions that are based on construction projects of up to 5 acres in size. These LST lookup tables were developed to assist lead agencies with a simple tool for evaluating the impacts from small typical projects. Ambient conditions for South San Gabriel Valley, as recorded in SRA 11 by the SCAQMD, were used for ambient conditions in determining appropriate threshold levels.

The results of the LST analysis are provided in **Table 3.3: Localized Construction and Operational Emissions**. These estimates assume the maximum area that would be disturbed during construction on any given day during Project buildout. Construction would comply with the SCAQMD's Rule 403 (Fugitive Dust), which requires watering of the site during dust-generating construction activities, stabilizing disturbed areas with water or chemical stabilizers, and preventing track-out dust from construction vehicles. As shown in **Table 3.3**, emissions would not exceed the localized significance construction and operational thresholds. As such, impacts would be less than significant.

9 Southern California Air Quality Management District, *Final Localized Significance Threshold Methodology*, 2008. <http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/localized-significance-thresholds>, accessed August 2019.

Table 3.3
Localized Construction and Operational Emissions

Source	NOx	CO	PM10	PM2.5
	On-Site Emissions (pounds/day)			
Construction				
Total maximum emissions	51	82	9	6
LST threshold	169	1,631	12	8
Threshold Exceeded?	No	No	No	No
Operational				
Project area/energy emissions	4	3	<1	<1
LST threshold	169	1,631	4	2
Threshold Exceeded?	No	No	No	No

Notes:

Totals in table may not appear to add exactly due to rounding in the computer model calculations.

CO = carbon monoxide; NOx = nitrogen oxide; PM10 = particulate matter less than 10 microns; PM2.5 = particulate matter less than 2.5 microns.

*Refer to **Appendix A** for CalEEMod output sheets in the Air Quality Study, dated January 2020.*

Toxic Air Contaminants (TAC)

Project construction would result in short-term emissions of diesel particulate matter, which is identified as a TAC. Off-road heavy-duty diesel equipment would emit diesel particulate matter over the course of the construction period. As discussed in **Appendix A**, adjacent residential neighborhoods lie directly north and south of the Project Site along Humbert Avenue. Additional residences are located to the south across Fern Street, and to the north across Humbert Avenue. A residential neighborhood is located west of the Project Site across Chico Avenue. Additionally, Potrero School is located east of the Project Site across Humbert Avenue. Localized diesel particulate emissions (strongly correlated with PM2.5 emissions) would be minimal and would be substantially below localized thresholds, as shown in **Table 3.3**. Project compliance with the CARB anti-idling measure, which limits idling to no more than 5 minutes at any location for diesel-fueled commercial vehicles, would further minimize diesel particulate matter emissions in the Project area.

Project operations would generate only minor amounts of diesel emissions from residential delivery trucks and incidental maintenance activities. Trucks would comply with the applicable provisions of the CARB Truck and Bus regulation to minimize and reduce emission from existing diesel trucks. In addition, Project operations would only result in minimal emissions of air toxics from maintenance or other ongoing activities, such as the use of architectural coatings or household cleaning products. As a result, toxic or carcinogenic air pollutants are not expected to occur in any meaningful amounts in conjunction with operation of the proposed residential uses within the Project Site. Based on the uses expected on the

Project Site, potential long-term operational impacts associated with the release of TACs would be minimal and would not be expected to exceed the SCAQMD thresholds of significance. As such, cumulative toxic emission impacts during construction would be less than significant.

Mitigation Measures: No mitigation measures are required.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. As shown in **Table 3.3**, the construction and operation of the Project would result in emissions below the LSTs. Mandatory compliance with SCAQMD Rule 1113 would limit the amount of VOCs in architectural coatings and solvents. According to the SCAQMD, while almost any source may emit objectionable odors, some land uses are more likely to produce odors because of their operation. Land uses more likely to produce odors include agriculture, chemical plants, composting operations, dairies, fiberglass molding manufacturing, landfills, refineries, rendering plants, rail yards, and wastewater treatment plants. The Project does not contain any active manufacturing activities and would not convert current agricultural land to residential land uses. Therefore, objectionable odors would not be emitted by the residential uses.

Any unforeseen odors generated by the Project will be controlled in accordance with SCAQMD Rule 402. As previously noted, Rule 402 prohibits the discharge of air contaminants that harm, endanger, or annoy individuals or the public; endanger the comfort, health or safety of individuals or the public; or cause injury or damage to business or property. Failure to comply with Rule 402 could subject the offending facility to possible fines and/or operational limitations in an approved odor control or odor abatement plan. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required

4. Biological Resources

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☒	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on State- or federally-protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan?	☐	☐	☐	☒

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife Service?

Less than Significant Impact. The Project Site is located within a developed and urbanized area of the City. The Project Site is developed with residential and industrial buildings and parking lots. The Project Site does not contain any native habitat areas. No rare plant or animal species have been previously recorded as specifically existing on the Project Site; however, the following species have been

documented within the area of the Project Site in the California Natural Diversity Database (CNDDDB) for the El Monte quadrangle within which the Project Site is located, as well as the surrounding eight quadrangles: Pasadena, Mount Wilson, Azusa, Los Angeles, Baldwin Park, South Gate, Whittier, and La Habra.

As shown in the table below, a total of 18 sensitive species and other significant biological features have been recorded with 98 entries within the nine-quadrangle area. For the El Monte quadrangle, only four species are noted with 12 occurrences as shown in **Table 4.1: CNDDDB Search El Monte Quadrangle Federal or State Status**. None of these are shown as occurring on or near the Project Site.

Table 4.1
CNDDDB Search El Monte Quadrangle Federal or State Status

Scientific Name	Common Name	Status	Federal Status	State Status	Other Status
<i>Polioptila californica</i>	coastal California gnatcatcher	Presumed Extant	Threatened	None	G4G5T2Q; S2; SSC
<i>Polioptila californica</i>	coastal California gnatcatcher	Presumed Extant	Threatened	None	G4G5T2Q; S2; SSC
<i>Vireo bellii pusillus</i>	least Bell's vireo	Possibly Extirpated	Endangered	Endangered	G5T2; S2
<i>Vireo bellii pusillus</i>	least Bell's vireo	Presumed Extant	Endangered	Endangered	G5T2; S2
<i>Vireo bellii pusillus</i>	least Bell's vireo	Presumed Extant	Endangered	Endangered	G5T2; S2
<i>Vireo bellii pusillus</i>	least Bell's vireo	Presumed Extant	Endangered	Endangered	G5T2; S2
<i>Vireo bellii pusillus</i>	least Bell's vireo	Presumed Extant	Endangered	Endangered	G5T2; S2
<i>Vireo bellii pusillus</i>	least Bell's vireo	Presumed Extant	Endangered	Endangered	G5T2; S2
<i>Buteo swainsoni</i>	Swainson's hawk	Possibly Extirpated	None	Threatened	G5; S3
<i>Coccyzus americanus occidentalis</i>	western yellow-billed cuckoo	Possibly Extirpated	Threatened	Endangered	G5T2T3; S1
<i>Polioptila californica</i>	coastal California gnatcatcher	Presumed Extant	Threatened	None	G4G5T2Q; S2; SSC
<i>Polioptila californica</i>	coastal California gnatcatcher	Presumed Extant	Threatened	None	G4G5T2Q; S2; SSC

Notes:

G4: Apparently Secure—Uncommon but not rare; some cause for long-term concern due to declines or other factors.

G5: Secure—Common; widespread and abundant.

T Rank: Intraspecific Tax on—The status of infraspecific taxa (subspecies or varieties) are indicated by a T-rank following the species' Global Rank. Rules for assigning T-ranks follow the same principles as those for Global Ranks. However, a T-rank cannot imply the subspecies or variety is more abundant than the species. With the subspecies, the G-rank reflects the condition of the entire species, whereas the T-rank reflects the global situation of just the subspecies or variety.

Q Rank: Qualifier: Questionable Taxonomy—The distinctiveness of this entity as a taxon or community at the current level is questionable; resolution of this uncertainty may result in change from a species to a subspecies or hybrid, or inclusion of this taxon or type in another taxon or type, with the resulting taxon having a lower-priority (numerically higher) conservation status rank.

S2: Imperiled—Imperiled in the State because of rarity due to very restricted range, very few populations (often 20 or fewer), steep declines, or other factors making it very vulnerable to extirpation from the nation or State.

S3: Vulnerable—Vulnerable in the State due to a restricted range, relatively few populations (often 80 or fewer), recent and widespread declines, or other factors making it vulnerable to extirpation

SSC Species of Special Concern: This classification is for a species, subspecies, or distinct population of an animal native to California that is extirpated from the State, or is listed as Federally-, but not State-, threatened or endangered, or meets the State definition of threatened or endangered but has not formally been listed, or is experiencing serious (noncyclical) population declines or range retractions, or has naturally small populations exhibiting high susceptibility to risk from any factor(s) that could lead to declines that would qualify it for State threatened or endangered status.

It also should be noted that the federally listed endangered species observed nearest to the Project Site is the least Bell's vireo (*Vireo belli pusillus*), which has been observe approximately 0.50 miles northeast of the Project Site.

Mitigation Measures: No mitigation measures are required.

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The Project Site is located within a developed and urbanized area of the City. The Project Site is developed with a residential and industrial buildings and surface parking lots. The surrounding area is completely developed and disturbed. No riparian habitat or sensitive natural community is located in the surrounding area or on the Project Site.

Mitigation Measures: No mitigation measures are necessary.

c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. The Project Site is located within a developed and urbanized area of the city of San Gabriel. No federally protected wetlands are located on or adjacent to the Project Site. No impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. The Project Site is located within a developed and urbanized area of the City. No wildlife corridors, native wildlife nursery sites, or bodies of water in which fish are present are located on the Project Site. There are 11 nonnative trees present on the site that could provide shelter for migratory birds. These trees would be removed during construction and replaced with new trees and approximately 28,028 sq. ft. of landscaping. For these reasons, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The City recognizes the importance of trees. The City's Tree Policy states that every effort will be made to keep the number of trees to a minimum. If a tree is removed, planting of another tree from the City's Approved Tree List is required.¹⁰ However, this policy only applies to street trees on private property. Furthermore, The Project Site and surrounding area do not contain any native trees of special status that provide suitable habitat for native wildlife species. As such, implementation of the proposed Project would not conflict with any local policies or ordinances protecting biological resources.

Mitigation Measures: No mitigation measures are necessary.

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project Site is not located in an area addressed by any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation

10 City of South El Monte, City of South El Monte Tree Policy (2011), accessed January 2020, <http://www.ci.south-el-monte.ca.us/Portals/0/Public%20Works/City%20SEM%20Tree%20Policy.pdf>

plan. Therefore, implementation of the proposed Project would not conflict with any of these plans. No impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

5. Cultural Resources

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☒	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☐	☒	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

This discussion below incorporates information from the *Cultural Resource Investigation in Support of the North Chico Residential Development Project* prepared by PaleoWest, dated January 2020, included as **Appendix B**.

a. Cause a substantial adverse change in the significance of a historical resource pursuant to 15064.5?

Less than Significant Impact. Section 15064.5 of the CEQA Guidelines generally defines a historic resource as a resource that is (1) listed in, or determined to be eligible for listing, in the California Register of Historical Resources (California Register); (2) included in a local register of historical resources (pursuant to Section 5020.1[k] of the PRC); or (3) identified as significant in an historical resources survey (meeting the criteria in Section 5024.1[g] of the PRC). Additionally, any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register. The California Register automatically includes all properties listed in the National Register of Historic Places (National Register) and those formally determined to be eligible for listing in the National Register.

The Project Site is currently developed with four residential buildings evaluated for potential historical significance due to their age. The buildings were determined not eligible for listing on the National Register of Historic Places or the California Register of Historical Resources under any criteria.

Section 15064.5(b)(2) of the State CEQA Guidelines states that a Project would cause a substantial adverse change in the significance of a historic resource if it:

- a) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources; or
- b) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources pursuant to section 5020.1(k) of the PRC or its identification in an historical resources survey meeting the requirements of section 5024.1(g) of the PRC, unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant; or
- c) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for purposes of CEQA.

Construction and operation of the Project would not alter the historic context of surrounding historic structures or buildings. The Project would be compatible in mass, size, and scale of the area and would not adversely alter the design, character or feeling associated with these historic resources. Therefore, impacts would be less than significant, and no mitigation measures are required. Therefore, there are no historical resources located on the Project Site. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

The proposed Project area has been heavily disturbed by past development activities; however, the potential exists for unknown archaeological resources to be inadvertently encountered during grading associated with construction of the proposed Project.

During construction, if subsurface artifacts are unearthed, the Applicant is required to comply with California PRC Section 21083.2, that specifies the protocol if cultural resources are discovered during excavation, grading, or construction activities. If any artifacts found are tribal in origin, ground disturbance activity will cease and the City will notify the tribes known to be affiliated with the Project area in order

to initiate development of a tribal cultural resource monitoring plan. With compliance with these procedures, impacts would be less than significant.

In the event that archaeological resources are unearthed during grading and excavation activities, all earth-disturbing work would be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the resources in accordance with federal, State, and local guidelines; including those set forth in California PRC Section 21083.2. After the resources have been addressed appropriately, work in the area may resume.

Mitigation Measures: No mitigation measures are required

c. Disturb any human remains, including those interred outside of formal cemeteries?

Less than Significant Impact. While no formal cemeteries, other places of human internment, or burial grounds or sites are known to occur within the Project area, there is always a possibility that human remains can be encountered during construction. If human remains are encountered unexpectedly during construction, demolition, and/or grading activities, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If human remains of Native American origin are discovered during Project construction, compliance with State laws, which fall within the jurisdiction of the Native American Heritage Commission (PRC 5097), relating to the disposition of Native American burials will be adhered to.

Mitigation Measures: No mitigation measures are required.

6. Energy

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b. Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. The proposed Project would result in the development of new condominium housing. The proposed Project would consume electricity, natural gas, and transportation energy during construction and operation.

As the buildings would be signed to meet current code requirements, they would comply with applicable provisions of Title 24 and the California Green Building Standards Code (CALGreen) to reduce energy demand.¹¹ Measures to meet these performance standards typically include high-efficiency building systems, efficient lighting features, higher than standard rated insulation, and double-glazed windows. The proposed Project will comply with these standards and will not result in the wasteful or inefficient use of energy resources.

Mitigation Measures: No mitigation measures are necessary.

b. Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

Less than Significant Impact. The proposed Project would result in the development of new condominium housing units. Construction of the proposed Project would consume energy from off-road construction equipment and on-road vehicular travel from vendor trucks, haul trucks, and construction-employee

11 California Energy Commission, 2016 *Building Energy Efficiency Standards for Residential and Nonresidential Buildings* (June 2015), accessed December 2019, <http://www.energy.ca.gov/2015publications/CEC-400-2015-037/CEC-400-2015-037-CMF.pdf>

commuting. Additionally, electricity would be required to deliver water to the Project Site for water for dust control. During operation of the proposed Project, energy would be consumed for a variety of purposes including electricity consumption for lighting, appliances, HVAC equipment, water supply and delivery, and other commercial operations; natural gas consumption for cooking, and science classes; and transportation fuel consumption from motor vehicles driving to and from the Project Site.

The proposed Project would be required to comply with the energy standards in the California's Energy Efficiency Standards found in Title 24 California Energy Code and with the California Green Building Standards Code.¹² In addition, the City is part of the SGV Energy Wise Program through the San Gabriel Valley Council of Governments, an Energy Action Plan with the aim of enhancing energy efficiency and conservation measures at the local level. Therefore, the Project would not conflict or obstruct with any applicable policy or plan for renewable energy or energy efficiency. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

12 California Energy Commission, 2016 Building Energy Efficiency Standards for Residential and Nonresidential Buildings (June 2015), accessed December 2019, <http://www.energy.ca.gov/2015publications/CEC-400-2015-037/CEC-400-2015-037-CMF.pdf>

7. Geology and Soils

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☒	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

The discussion below incorporated information from the *Geotechnical Exploration Report Proposed Residential Development 4.3 – acre Site Northeast of Chico Avenue and Fern Street Intersection City of South El Monte, California* prepared by Leighton and Associates, Inc., dated February 18, 2019, and included in as **Appendix C**.

a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i. **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

No Impact. According to the City's General Plan, the Project Site is not located within an established Alquist-Priolo Earthquake Fault Zone.¹³ The closest active faults to the Project Site are the Elysian Park blind Thrust fault, Whittier fault and the Raymond fault, located approximately 2.4 miles, 4.4 miles, and 5.0 miles from the Project Site. The San Andreas fault, which is the largest active fault in California, is approximately 29 miles northeast of the Project Site. Based on the available geologic data, no active or potentially-active faults with the potential for surface fault rupture are located directly beneath or projecting toward the Project Site. Therefore, the potential for surface rupture because of fault plane displacement at the Project Site is considered unlikely. For these reasons, no impact would occur.

Mitigation Measures: No mitigation measures are required.

ii. Strong seismic ground shaking?

Less than Significant Impact. The Project Site could be subject to strong ground shaking in the event of an earthquake originating along one of the faults listed as active or potentially active in the Southern California area. This hazard exists throughout Southern California and could pose a risk to public safety and property by exposing people, property, or infrastructure to potentially adverse effects, including strong seismic ground shaking. Compliance with applicable building codes and adherence to the design recommendations presented within the Geotechnical Report would minimize structural damage to buildings and ensure safety in the event of a moderate or major earthquake. As such, impacts related to strong seismic ground shaking would be less than significant.

Mitigation Measures: No mitigation measures are required.

iii. Seismic-related ground failure, including liquefaction?

Less than Significant Impact. Liquefaction is the loss of soil strength or stiffness due to increasing porewater pressure during severe ground shaking. Liquefaction is associated primarily with loose (low density), standard, fine-to-medium grained, cohesionless soils. According to the report the Project Site is located within an area that has been identified by the State of California as being potentially susceptible

13 City of South El Monte, General Plan, "Public Safety Element," October 2000.

to liquefaction. Soil investigations of the site determined that potentially liquefiable soils are located relatively deep below the surface, and for this reason, the potential for liquefaction at the ground surface is considered low. Based on the depth of the liquefiable soils below ground surface, the potential for lateral spreading at ground surface is also considered low. Based on analysis, the calculated earthquake-induced settlement is on the order of less than 4 inches. A combination of remedial grading and structural design elements will be used to reduce the potential impacts of settlement on the proposed improvements to less than significant.

Mitigation Measures: No mitigation measures are required.

iv. Landslides?

No Impact. The topography of the Project Site and the surrounding area is relatively flat and devoid of any distinctive landforms. No known landslides have occurred near the Project Site, nor is the Project Site in the path of any known or potential landslides. The proposed Project would not create any slope features on the site. The risk of ground movement due to slope failure for the Project is defined as low. No impacts would occur.

Mitigation Measures: No mitigation measures are required.

b. Result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. The Project Site is located on relatively level ground, which would reduce the likelihood of soil erosion; however, earthmoving activities associated with proposed demolition and construction activities has the potential to result in soil erosion or loss of topsoil. Short-term erosion effects during the construction phase of the proposed Project would be prevented through required implementation of a Stormwater Pollution Prevention Plan (SWPPP) through compliance with the National Pollutant Discharge Elimination System (NPDES) program and the incorporation of best management practices (BMPs) intended to reduce soil erosion. The SWPPP includes standard construction methods such as temporary detention basins to control on-site and off-site erosion.

A network of gutters and swales would be provided throughout the Project Site, along with landscaped areas. The proposed Project would be required to comply with the City's Standard Conditions of Approval, which require that on-site grading drawings be submitted before the issuance of a building or grading permit. This submittal would ensure that adequate drainage facilities would be provided on-site to address issues associated with drainage, water quality, and soil erosion. The proposed Project includes a bio-filtration device and water quality storage tank. Therefore, the loss of top soil or soil erosion will not occur after development of the proposed Project. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than Significant Impact. Lateral spreading is a phenomenon in which large blocks of intact, non-liquefied soil move atop liquefied soil layers. For lateral spreading to occur, the liquefiable soil zone must be laterally continuous, unconstrained laterally, and free to move along sloping ground. Based on the depth of the liquefiable soils below ground surface, the potential for lateral spreading at the ground surface is considered low.

Significant slopes are not located on or near the Project Site. Based on the State of California Seismic Hazard Zones Map for the El Monte Quadrangle,¹⁴ the site is not located within an area that has been identified by the State of California as being potentially susceptible to seismically induced landslides.

Ground surface subsidence generally results from the extraction of fluids or gas from the subsurface, which can result in a gradual lowering of the ground level. The proposed Project would not involve any dewatering activities that could cause ground subsidence on the Project Site. Therefore, the potential for ground collapse and other adverse effects due to subsidence to occur on the Project Site is considered low.

As discussed above, the potential for liquefaction on the Project Site is low and potential impacts from seismically-induced differential settlement will be addressed by of remedial grading and structural design elements.

The proposed Project would be required to comply with applicable building codes to avoid the potential for impacts related to geology and soils conditions on the site. Compliance with these standards, as well as adherence to the design recommendations presented within the Geotechnical Report, would avoid significant impacts related to exposure to hazards including landslides, lateral spreading, subsidence, liquefaction, and collapse. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

14 California Department of Conservation Seismic Hazard Zones Map 1999,
<http://www.quake.ca.gov/gmaps/WH/regulatorymaps.htm>

d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant Impact. The Project Site has previously been mass graded/compacted and developed with warehouse and office buildings, as well as the associated parking areas. Expansive soils are surface deposits rich in clays that expand when wet and shrink when dried. When these soils swell, the change in volume can exert detrimental stresses on buildings and cause structural damage.

To minimize damage due to geologic hazards, design and construction of the proposed Project would comply with applicable building codes and would adhere to the design recommendations presented within the *Geotechnical Report*. As such, impacts related to expansive soil would be less than significant.

Mitigation Measures: No mitigation measures are required.

e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The proposed Project would be connected to a sanitary sewer system and use of septic tanks or other alternative wastewater systems is not proposed. No impact would occur.

Mitigation Measures: No mitigation measures are required.

f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant Impact. The Project Site has been previously graded and is currently occupied by four buildings and surface parking lots. The Project Site and immediate surrounding areas do not contain any known paleontological resources. The Project Site and immediate surrounding areas do not contain any known paleontological resources or unique geologic features. As such, the likelihood of unearthing unique paleontological resources is considered low. Compliance with PRC Section 21083.2 would ensure that if resources were found during construction of the proposed Project, they would be handled according to the proper regulations. With implementation of this standard requirement, no significant impact would occur, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

8. Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

The discussion below incorporates information from the *Air Quality and Greenhouse Gas Study for the North Chico Residential Project* prepared by Meridian Consultants, dated January 2020, and included in Appendix A.

Discussion

a. Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Greenhouse Gases (GHGs) are gases that trap heat in the atmosphere; the effect is analogous to the way a greenhouse retains heat. Common GHGs include water vapor, carbon dioxide (CO₂), methane (CH₄), nitrous oxides, chlorofluorocarbons, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, ozone, and aerosols. The presence of these GHGs in the atmosphere affects the earth's surface temperature, which would be about 34°C cooler without the natural heat-trapping effect of GHGs.¹⁵ Both natural processes and human activities emit GHGs. However, it is believed that emissions from human activities, such as electricity production and vehicle use, have elevated the concentration of these gases in the atmosphere beyond the level of naturally occurring concentrations.

There are no federal, State, or local adopted quantitative thresholds of significance for addressing a project's GHG emissions. In 2008 a SCAQMD staff working group discussed interim CEQA GHG significance thresholds. The SCAQMD Governing Board adopted the staff proposal for an interim GHG significance threshold for stationary source/industrial projects where the SCAQMD is the lead agency; however, the

15 California Environmental Protection Agency, *Climate Action Team, Climate Action Team Report to Governor Schwarzenegger and the California Legislature*, www.climatechange.ca.gov/climate_action_team/reports/index.html, (March 2006), accessed January 2020.

SCAQMD has yet to adopt a GHG significance threshold for land use development projects such as the proposed Project. When no quantitative significance thresholds have been formally adopted by a lead agency, the California Air Pollution Control Officers Association suggests making significance determinations on a case-by-case basis. Assessing the significance of a project's contribution to cumulative global climate change involves: (1) evaluating the Project's sources of GHG emissions; and (2) considering project consistency with applicable emission reduction strategies and goals, such as those set forth by the lead agency or other regional or State agency.

Section 15064.4 of the CEQA Guidelines Amendments serves to assist lead agencies in determining the significance of the impacts of GHGs. As required in Section 15064.4 of the CEQA Guidelines, this analysis includes an impact determination based on the following: (1) an estimate of the amount of GHG emissions resulting from the Project; (2) a qualitative analysis or performance-based standards; (3) a quantification of the extent to which the Project increases GHG emissions as compared to the existing environmental setting; and (4) the extent to which the Project complies with regulations or requirements adopted to implement a Statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

The proposed Project would result in short-term emissions of GHGs during construction. The SCAQMD-recommended CalEEMod software was used to quantify atmospheric emissions of GHG emissions, based on information for similarly sized sites, with respect to the construction schedule, equipment inventory, energy use, and traffic from the Project. The primary source of GHG emissions from the Project during construction would be from mobile sources, including off-road equipment, construction equipment and trucks, and worker vehicles.

The GHG results of Project construction are presented in **Table 8.1: Project Construction-Related Greenhouse Gas Emissions**. As shown in **Table 8.1**, the total GHG emissions from construction activities would be approximately 2,928 metric tons of carbon dioxide equivalents (MTCO₂e). One-time, short-term emissions are converted to average annual emissions by amortizing them over the service life of a building. For buildings in general, it is reasonable to look at a 30-year time frame because this is a typical interval before a new building requires its first major renovation.¹⁶ As shown in **Table 8.1**, when amortized over an average 30-year Project lifetime, average annual construction emissions from the Project would represent a nominal source of GHG emissions of 98 MTCO₂e per year.

16 International Energy Agency (IEA), *Energy Efficiency Requirements in Building Codes, Energy Efficiency Policies for New Buildings*, IEA Information Paper (2008).

Table 8.1
Project Construction-Related Greenhouse Gas Emissions

Year	Project Emissions (MTCO ₂ e/year) ^a
2020	1,080
2021	1,387
2022	461
Total	2,928
Amortized (30-year)	98

Source: California Emissions Estimator Model (CalEEMod) (2016).

^a Construction CO₂ values were derived using CalEEMod Version 2016.3.2.

Refer to **Appendix A (Annual)**, Section 2.1, for construction emissions.

The GHG emissions resulting from operation of the Project, which involves the usage of on-road mobile vehicles, electricity, natural gas, water, landscape equipment, and generation of solid waste and wastewater are shown in **Table 8.2: Project Operational Greenhouse Gas Emissions**. The sum of the direct and indirect emissions associated with the Project is compared with SCAQMD's screening threshold of 3,000 MTCO₂e/year. As shown in **Table 8.2**, the increase in GHG emissions generated by the Project would be 991 MTCO₂e per year, below the recommended SCAQMD screening threshold of 3,000 MTCO₂e per year. As such, impacts would be less than significant.

Table 8.2
Project Operational Greenhouse Gas Emissions

GHG Emissions Source	Project Emissions (MTCO ₂ e/year)
Construction (amortized)	98
Area	17
Energy	161
Mobile	667
Waste	17
Water	31
Annual Total	991

Notes: Totals in table may not appear to add exactly due to rounding in the computer model calculations. MTCO₂e = metric tons of carbon dioxide emissions.

*Refer to **Appendix A (Annual)**, Section 2.2, for maximum annual operation emissions.*

Mitigation Measures: No mitigation measures are required.

b. Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact. Demographic growth forecasts for various socioeconomic categories (e.g., population, housing, employment), developed by SCAG for their 2016 RTP/SCS were used to estimate future emissions within the 2016 AQMP. Projects that are consistent with the growth projections are considered consistent with the AQMP. According to the SCAG estimates, the 2012 and 2040 population with the South El Monte subregion is 20,300 and 22,500, respectively. The focus of the Housing Element of the General Plan is to continue a comprehensive and long-range planning strategy that specifically addresses housing. The Element's primary objective is to indicate how the City intends to accommodate its designated Regional Housing Needs Assessment or RHNA allocation. The RHNA calls for the City to facilitate the development of 169 housing units in The City during the 2014-2021 planning period.¹⁷ Based on the DOF current average household size of 4.5 persons,¹⁸ the 72 multifamily units (net of 64 when considering the removal of 8 existing residential units) proposed would add approximately net 288 new residents to the City. This increase does not represent a substantial increase in the population of the area. The overall increase in housing units and population would be consistent with the SCAG forecast of 600 additional households and approximately 2,200 people in the City between 2012 and 2040.¹⁹ As such, the Project would not cause unexpected growth.

The Project is consistent with regional strategies to reduce passenger VMT to achieve the per capita GHG emissions reduction targets of SB 375 for the SCAG region. The Project Site is adequately served by existing public transit. The nearest bus stop to the Project Site is located approximately 0.1 mile to the north along Garvey Avenue and is served by Metro Transit Line 70. Additionally, the El Monte Station is located approximately 1.2 miles northeast to the Project Site. This station is served by Norwalk Transit Route 7, Foothill Transit Lines 190, 270, and 194, and Metro Transit Lines 70, 76, 176, 267, 267, 487, 577, 770, and Metro Silver Line. Consequently, the Project would not conflict with the strategies with the 2016 RTP/SCS to reduce per capita passenger vehicle GHG emissions. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

17 City of South El Monte, Department of City Planning, General Plan, "Housing Element" (2014).

18 California Department of Finance, *Report E-5: Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2019, with 2010 Benchmark*, accessed January 2020, available at <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>.

19 SCAG, "Demographics and Growth Forecast" (adopted April 2016), accessed January 2020, http://scagrtpsc.net/Documents/2016/final/f2016RTPSCS_DemographicsGrowthForecast.pdf.

9. Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e. For a project located within an airport land use plan or, where such plan has not been adopted, within 2 miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

Discussion

The discussion below incorporates information from the *Phase I Environmental Site Assessment, 2607, 2621, 2623, 2623, 2629, 2637 Humbert Avenue and 2610, 2622, 2626, 2630, 2634 Chico Avenue* by Hillman Consulting, dated October 28, 2019, and included as **Appendix D**. A *Phase II Subsurface Investigation Report* was also conducted by Hillman Consulting and included as **Appendix E**.

a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. Construction activities are anticipated to use typical construction materials, such as vehicle fuels, paints, oils, transmission fluids, and solvents. The types and amounts of hazardous materials that would be used in connection with operation of the proposed Project would be typical of residential uses, such as cleaning solutions, solvents, pesticides for landscaping, painting supplies, and petroleum products used in normal vehicles operations. These substances can be hazardous in high concentrations; however, the routine and proper use of these standard construction and household products would not result in significant hazards due to small quantities of use. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary

b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact. Hazardous materials used during construction or operation of the proposed Project are expected to be used in accordance with regulatory standards and protocols. Such materials would not be used in quantities or stored in such manner as to pose significant safety hazards. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact. The Project Site is within one-quarter mile of an existing school; Portrero School is located directly east of the Project Site. Construction activities will be required to comply with applicable federal, State, and local regulations that govern the transport, use, or disposal of hazardous materials. The proposed Project includes residential uses which would not emit hazardous emissions or involve the handling of hazardous or acutely hazardous materials, substances, or waste. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than Significant Impact. The *Phase I* ESA prepared for the Project Site identified that one of the buildings on the site was formerly occupied by a dry cleaner. Historically, the Project Site was used for agriculture and pesticides were likely broadly applied to the soil.

A Phase II Investigation was completed to determine if the historic uses of the site resulted in any contamination on the site. Ten soil borings and six soil gas sampling probes were installed across the Project Site with several targeted in the location of the former dry cleaner. Results of soil gas sampling indicated none of the samples collected had concentrations of contaminants that approach recognized conservative screening levels for residential settings in California. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

e. For a project located within an airport land use plan or, where such plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. The Project Site is not within 2 miles of a public airport or within an airport land use plan. The nearest airport, San Gabriel Airport, is approximately 4 miles to the northeast of the Project Site. No impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The City has an Emergency Operations Manual. This Manual includes evacuation procedures, identifies responsible parties, and names resources to use in the event of emergency.²⁰ The proposed Project does not involve changes to any rights of way that would interfere with emergency response actions. Any lane closures during construction would be temporary and coordinated with the City. No impacts would occur.

²⁰ City of South El Monte, *General Plan*, Public Safety Element (2000).

g. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Impact. The Project Site is in an urbanized area in the City. The Project Site is not located adjacent to, intermingled with, or within the proximity of wildlands. No impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

10. Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. results in substantial erosion or siltation on or off site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☐	☒	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Discussion

a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less than Significant Impact. Construction activities including grading, excavation, and trenching would occur during development of the proposed Project. These types of land-disturbing activities generate the potential for increased soil erosion and sedimentation in stormwater runoff. In addition, general construction activities could contribute pollutants such as construction waste, diesel and oil from

equipment, solvents, and lubricants. Sediment and contaminants could enter the stormwater drainage system and eventually enter downstream waterways and water bodies. The potential increase in soil erosion, siltation, and construction-related pollutants could degrade downstream surface water or groundwater. However, regulatory requirements described below would control construction activities and minimize, to the maximum extent practicable, the degradation of water quality.

The proposed Project would be required to comply with NPDES requirements. Construction activities would be subject to the NPDES general construction activity permit and would be required to eliminate or reduce nonstormwater discharges to storm drain systems and other waters and consider the use of postconstruction permanent BMPs. The proposed Project would be required to develop and implement a SWPPP with BMPs that would be employed to prevent soil erosion and discharge of other construction-related pollutants, as well as a monitoring program to ensure that BMPs are implemented appropriately and are effective at controlling discharges of pollutants that are related to stormwater.

Operation of the proposed Project would introduce sources of potential stormwater pollution that are typical of residential uses, such as cleaning solutions, solvents, pesticides for landscaping, painting supplies, and petroleum products used in normal vehicles operations. Stormwater runoff from precipitation events could potentially carry urban pollutants into municipal storm drains. As such, the proposed Project is also required to comply with the Standard Urban Stormwater Mitigation Plan and with the City's Low Impact Development (LID) requirements, which includes implementation of BMPs to infiltrate or treat stormwater runoff, control peak flow discharge, and reduce the discharge of pollutants from stormwater conveyance systems. The proposed Project includes a bio-filtration device and water quality storage tank. These features of the Project comply with requirements discussed above and would result in impacts being less than significant.

Mitigation Measures: No mitigation measures are necessary.

b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact. The Project Site is generally impervious with the exception of some portions of landscaping along the public rights-of-way. Surface water runoff from the Project Site is currently directed to adjacent storm drains and generally does not percolate into the groundwater table beneath the Project Site or substantially interfere with sustainable groundwater management of the basin. The Project is replacing uses on the site, which is in an urbanized area of the City, and would not affect groundwater recharge. Additionally, no groundwater wells or other potential sources of groundwater are located on or near the Project Site. As such, impacts would be less than significant

Mitigation Measures: No mitigation measures are necessary.

c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on or off site.

Less than Significant Impact. No streams or river courses are located on the Project Site. The proposed Project would include engineered drainage features that would collect, retain, and release stormflow in accordance with applicable regulatory requirements. As such the drainage pattern of the Project Site would not be substantially altered. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Less than Significant Impact. The Project Site is in an urbanized area of the City, and no streams or river courses are located on or within the Project vicinity. The Project Site is largely developed with impervious surfaces. Implementation of the Project would not increase the site or amount of site runoff or result in changes to the local drainage patterns. Implementation of a SWPPP for the Project would reduce the amount of surface water runoff after storm events compared to existing conditions because the Project would be required to implement stormwater BMPs to retain or treat the runoff from a storm event producing three-quarters of an inch of rainfall in a 24-hour period in compliance with the City's LID standards. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

Less than Significant Impact. The proposed Project includes drainage features that will collect, retain and release stormflow in accordance with the City's LID standards, thereby reducing peak discharge into the existing stormwater system. Therefore, the proposed Project would not create or contribute substantial additional runoff that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

iv. Impede or redirect flood flows.

Less than Significant Impact. The existing drainage pattern would be improved as part of the proposed Project to redirect stormwater away from buildings and doorways on the Project site. Implementation of the proposed Project would use the established drainage patterns and improvements of the Project site and surrounding area. As indicated by the Public Safety Element of the General Plan, South El Monte does not lie within a delineated 100-year flood zone.²¹ As previously noted, during proposed Project construction activities, BMPs for minimizing soil erosion would be implemented. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

d. Risk release of pollutants due to project inundation in a flood hazard, tsunami, or seiche zones?

Less than Significant Impact. Tsunamis are large-scale sea waves produced from tectonic activities along the ocean floor. Seiches are freestanding or oscillatory waves associated with large enclosed or semi enclosed bodies of water. The Santa Fe Dam in the San Gabriel foothills is located approximately 11 miles northeast and Puddingstone Dam near San Dimas approximately 18 miles northeast represent two dams of concern to the City. The U.S. Army Corps of Engineers flood emergency plan data indicate that the failure of the Santa Fe Dam would result in the entire area of the City being flooded. Most dams in Southern California are not normally filled to capacity, the possibility of inundation from either dam is remote. Moreover, extensive improvements have been installed by the ACOE to reduce the likelihood of flooding. Emergency response and evacuation plans for the affected areas have been established by the County Sheriff's Department and the U.S. Corps of Engineers, to facilitate emergency operations in the event of dam failure or river overflow. Also, The Project Site is not located within the potential inundation area for these dams.²²

The Project Site is not located near any coastal areas, which are subject to tsunamis. The Project Site is located approximately 17 miles inland from the Pacific Ocean. As such, based on the distance from the Pacific Ocean, the risk of a tsunami affecting the Project Site is low. There are no hillsides located in the area that would result in mudslides. In addition, there are no surface water bodies located in the immediate area that would result in a seiche. Impacts would be less than significant

21 City of South El Monte, *General Plan*, "Public Safety Element," October 2000.

22 City of South El Monte, *General Plan*, "Public Safety Element," October 2000.

Mitigation Measures: No mitigation measures are required.

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Less than Significant Impact. The Project does not involve the introduction of new activities or features that could be sources of contaminants that would degrade groundwater quality. Moreover, the implementation of BMPs and compliance with all federal, State, and local regulations governing stormwater discharge would reduce the impacts of the Project on surrounding water quality. This would include compliance with the City's LID ordinance, the primary purpose of which is to ensure that development and redevelopment projects manage runoff in a manner that captures rainwater and removes pollutants while reducing the volume and intensity of storm water flows. The San Gabriel Valley Groundwater Basin is not currently subject to a sustainable groundwater management plan. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

11. Land Use and Planning

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

a. Physically divide an established community?

No Impact. The Project Site is located in an urbanized area and currently developed with residential and industrial uses and parking lots. The Project would be consistent with the scale, character, and existing physical arrangement of the development in the vicinity of the site. Implementation of the Project would not disrupt or divide the physical arrangement of the established community. Therefore, no impacts would occur, and no mitigation measures are necessary.

Mitigation Measures: No mitigation measures are necessary.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. The City's General Plan includes land use goals and policies applicable to the Project including:

- Goal 1.0: Maintain a balanced mix and distribution of land uses throughout South El Monte.
- Goal 3.0: Accommodate new development that is compatible with and complements existing land uses.
- Goal 6.0: Provide for the revitalization of deteriorating land uses and properties.
- Policy 1.1: Provide opportunities for housing developments at a range of densities and housing types that accommodate the carried interests and needs of present and future residents.

The proposed Project is consistent with the goals and policies of the South El Monte General Plan. The Project Applicant seeks the approvals of a General Plan Amendment and Zone Change. The majority of the Project Site is zoned R-3 (Multifamily Residential). The zone change request includes changing the Western Portion of the Site that is designated as Manufacturing to the R-3 zone, to allow for the proposed residential development.

The Project would continue to maintain the balance of land uses throughout South El Monte by adding to the City's housing stock and expanding the range of housing options available in the City.

The new development would be compatible with the existing land uses in the area as the area surrounding also contains housing. The Project Site currently contains an unused industrial building, parking lots and deteriorating housing. The Project would revitalize the area by providing additional housing opportunities to the area. The proposed Project would include 72 condominium units varying in size, 8 of the units designated as affordable housing. The development of housing on this Project Site would not conflict with the policies and goals of the South El Monte General Plan.

12. Mineral Resources

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

a. Would the project result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State?

No Impact. The Project Site has not been used for mineral extraction is not located within a designated mineral recovery or related area.²³ As such, no impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As noted, the Project Site is not located within a delineated mineral recovery area. The Project Site is not designated as a locally-important mineral resource recovery site in the City's General Plan. Therefore, the proposed Project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan or other land use plan. As such, no impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

23 California Department of Conservation, *CGS Information Warehouse: Mineral Land Classification*, database, accessed December 2019, <https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc>.

13. Noise

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b. Generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☒	☐	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion

- a. Would the project generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

Less than Significant with Mitigation Incorporated. Section 8.20 of the S. El Monte Municipal Code (SEMMC) regulates noise from demolition and construction activities. More specifically, Section 8.20 prohibits the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between the hours of 10:00 PM and 7:00 AM, or at any time on weekends or holidays. Section 8.20 also exempts certain activities from the noise ordinance including the construction, operation, maintenance and repairs of equipment, apparatus or facilities of park and recreation departments, public works projects, or essential public services and facilities, including those of public utilities subject to the regulatory jurisdiction of the Public Utilities Commission.

SEMMC establishes exterior noise limits for the City which are outlined below in **Table 13.1: South El Monte Exterior Noise Limits.**

Table 13.1
South El Monte Exterior Noise Limits

Receiving Land Zoning Category	Time Period	Noise Level Standard (dBA)
By Zone		
One or Two Family Residential Zone	10 PM – 7 AM	45
	7 AM – 10 PM	55
Multiple Dwelling Residential Zone, Public Zone	10 PM – 7 AM	50
	7 AM – 10 PM	60
Commercial Zone or Commercial-Manufacturing Zone	10 PM – 7 AM	55
	7 AM – 10 PM	60
Manufacturing Zone	Any Time	70
By Use		
Property Partially or Entirely Developed for One or Two Family Residential Uses	10 PM – 7 AM	45
Property Partially or Entirely Developed for Multifamily Residential Uses	10 PM – 7 AM	50

Source: South El Monte Municipal Code, sec. 8.20.

Construction noise impacts are evaluated for Project-related construction activity based on the SEMMC which states that:

1. No person shall operate or cause to be operated any source of sound at any location within the city or allow the creation of any noise on property owned, leased or occupied or otherwise controlled by such person, which causes the noise level when measured on any other property to exceed:
 - a. The exterior noise limit for that land use or zone as specified in **Table 13.1** for a cumulative period of more than thirty minutes in any hour; or
 - b. The exterior noise limit for that land use or zone as specified in **Table 13.1** plus 5 dBA for a cumulative period of more than fifteen minutes in any hour; or
 - c. The exterior noise limit for that land use or zone as specified in **Table 13.1** plus 10 dBA for a cumulative period of more than five minutes in any hour; or
 - d. The exterior noise limit plus 15 dBA for a cumulative period of more than one minute in any hour; or
 - e. The exterior noise limit for that land use or zone as specified in **Table 13.1** plus 20 dbA for any period of time.

Operational noise impacts are evaluated for Project-related noise impacts and on-site stationary source noise from on-site activities and equipment as listed below:

- The Project would cause any ambient noise levels to increase by 5 dBA CNEL or more and the resulting noise falls on a noise-sensitive land use within an area categorized as either “Zone A (Clearly Compatible)” or “Zone B (Normally Compatible)” (see **Table 13.2: City of S. El Monte Land Use Compatibility for Community Noise** for description of these categories); or cause ambient noise levels to increase by 3 dBA CNEL or more and the resulting noise falls on a noise-sensitive land use within an area categorized as either “Zone A (Clearly Compatible)” or “Zone B (Normally Compatible).”
- Project-related operational (i.e., nonroadway) noise sources such as outdoor activities, building mechanical/electrical equipment, etc., increase ambient noise level by 5 dBA, causing a violation of the City Noise Ordinance.

Table 13.2
City of S. El Monte Land Use Compatibility for Community Noise

Land Use Categories		Community Noise Equivalent Level (CNEL)						
Categories	Land Uses	<50	60	65	70	75	80>	
Residential	Single-Family, Duplex, Multiple Family, Mobile Homes	A	B	C	C	C	D	D
Mixed Use	Residential, Retail, and Service Commercial	A	B	B	C	C	C	D
Commercial	Hotel, Motel, Transient Lodging	A	A	B	B	C	C	D
Commercial	General Retail, Bank, Restaurant, Entertainment	A	A	A	B	B	B	C
Commercial								
Commercial								
Commercial Manufacturing Industrial	Professional Offices, Research and Development, City Hall	A	A	A	B	B	C	D
Public Facilities								
Commercial								
Commercial Manufacturing Industrial	Automobile Sales and Services, Manufacturing, Warehousing, Wholesale, Utilities	A	A	A	A	A	B	B
Public Facilities	Hospital, Church, Library, Schools	A	B	B	C	C	D	D
Parks	Parks	A	A	A	B	C	D	D

Source: City of S. El Monte General Plan, Public Safety Element (2000).

Notes:

Land Use Categories		Community Noise Equivalent Level (CNEL)					
Categories	Land Uses	<50	60	65	70	75	80>
<i>Zone A (Clearly Compatible): Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements.</i>							
<i>Zone B (Normally Compatible): New construction or development should be undertaken only after detailed analysis of the noise reduction requirements are made and needed noise insulation features in the design are determined. Conventional construction with closed windows and fresh air supply systems or air conditioning, will normally suffice.</i>							
<i>Zone C (Requires Analysis and Mitigation): Potential noise impacts exist. If new construction or development is proposed, a detailed analysis of noise reduction requirements must be made and needed noise insulation features included in the design.</i>							
<i>Zone D (Clearly Incompatible): New construction or development should generally not be undertaken.</i>							

Construction Noise

Construction activities that would occur during the construction phases (rough grading and fine grading, utility trenching, building construction, asphalt paving, trucks, and finishing/landscaping) would generate both steady-state and episodic noise that would be heard both on and off the Project Site. Construction activity associated with the Project could occur near the adjacent residential uses to the north and south. Typical maximum noise levels and duty cycles of representative types of equipment are presented in **Table 13.3: Typical Maximum Noise Levels for Project Applicable Construction Equipment**.

Table 13.3
Typical Maximum Noise Levels for Project Applicable Construction Equipment

Equipment Description	Typical Duty Cycle (%)	Spec Lmax (dBA)	Actual Lmax (dBA)
Backhoe	40	80.0	77.6
Crane	16	85.0	80.6
Dozer	40	85.0	81.7
Dump Truck	40	84.0	76.5
Excavator	40	85.0	80.7
Flatbed Truck	40	85.0	74.3
Forklift	40	85.0	N/A
Grader	40	85.0	N/A
Loader	40	80	79.1
Paver	50	85.0	77.2
Pick-Up Truck	40	55.0	75.0
Roller	20	85.0	80.0
Scraper	40	85	83.6

Source: FHWA Roadway Construction Noise Model (RCNM) version 1.1

Note: N/A = not available.

Construction equipment noise would not be constant because of the variations of power, cycles, and equipment locations. For maximum noise events, this analysis considers equipment operating at the edge of the property line of the Project Site.

Sound generated by the construction noise source typically diminishes at a rate of 6 dBA over hard surfaces, such as asphalt, and 7.5 dBA over soft surfaces, such as vegetation, for each doubling of distance. Barriers—such as walls, berms, or buildings, and elevation differences—can also reduce sound levels by up to 20 dBA.²⁴

The potential noise impact generated during construction depends on the phase of construction and the percentage of time the equipment operates over the workday; however, construction noise estimates used for the analysis are representative of worst-case conditions because it is unlikely that all the equipment contained on site would operate simultaneously. The Project would be constructed using typical construction techniques; no blasting, impact pile driving, or jackhammers would be required. As would be the case for construction of most land use development projects, construction of the proposed Project would require the use of heavy-duty equipment with the potential to generate audible noise above the ambient background noise level.

The noise levels at the residential uses adjacent to the site from construction activity are shown in **Table 13.4: Construction Maximum Noise Estimates**.

Nearest Off-Site Building Structures	Distance from Project Site (feet)	Max Leq	Ambient Noise Leq (dBA)	Significance Threshold (dBA)	Maximum Noise Increase over Significance Threshold without Regulatory Compliance Measures (dBA)
Adjacent residential to the north and south	5 ^a	102.0	60.7	65.7	+36.3
Residential to the south across Fern St and west across Chico Ave	55	82.8	68.3	73.3	+9.5
School to the east	265 ^b	69.1	60.7	65.7	+3.4

Source: FHWA, RCNM, version. 1.1.1.

^a Assumed crushing equipment, dump trucks, and pick-up trucks would only operate in center of Project Site (125 feet from adjacent uses). Crane, Scrapers, Graders, Dozers, and Water trucks would operate 50 feet from adjacent uses.

^b Distance measured from Project Site to nearest operational building on campus.

Refer to **Appendix B** for Construction Noise Worksheets in the Noise Study, dated January 2020.

24 Caltrans, *Technical Noise Supplement* (1998), 33–40, 123–131.

As shown, construction noise levels would result in a maximum increase of 36.3 dBA above the significance threshold without implementation of noise attenuation techniques.

Construction equipment operates at its noisiest levels for certain percentages of time during operation. Equipment such as excavators, graders, and loaders would operate at different percentages over the course of an hour.²⁵ During a construction day, the highest noise levels would be generated when multiple pieces of construction equipment are operated concurrently. The Project's estimated construction noise levels were calculated for a scenario in which a reasonable number of construction equipment was assumed to be operating simultaneously, given the physical size of the site and logistical limitations, and with the noise equipment located at the construction area nearest to the affected receptors to present a conservative impact analysis. This is considered a worst-case evaluation because the Project would typically use fewer overall equipment simultaneously at any given time and, as such, would likely generate lower noise levels than reported herein.

Pursuant to Section 8.20 of the SEMMC, construction would be limited to the hours between 7:00 AM and 10:00 PM. No construction activities would occur on weekends or federal holidays. Project construction would include the use of mufflers, shields, sound barriers, and/or other noise reduction devices or techniques. Implementation of **Mitigation Measure MM N-1** would include a construction management plan which specifies that all construction equipment, fixed or mobile, will be equipped with properly operating and maintained mufflers and other State-required noise attenuation devices; identify the maximum distance between construction equipment staging areas and occupied residential areas; and require the use of electric air compressors and similar power tools. Implementation of **MM N-1** would include optimal muffler systems for all equipment and the break in line of sight to a sensitive receptor would reduce construction noise levels by approximately 10 dB or more.²⁶ Limiting the number of noise-generating heavy-duty off-road construction equipment (e.g., backhoes, dozers, excavators, loaders, rollers, etc.) simultaneously used on the Project Site within 75 feet of off-site noise sensitive receptors surrounding the site to no more than one or two pieces of heavy-duty off-road equipment would further reduce construction noise levels by approximately 20 dBA. Also, limiting the number of noise-generating heavy-duty construction equipment to two (2) pieces operating simultaneously would reduce construction noise levels by approximately 5 dB. Temporary abatement techniques include the use of temporary and/or movable shielding for both specific and nonspecific operations. An example of such a barrier utilizes noise curtains in conjunction with trailers to create an easily movable, temporary noise barrier system. A noise barrier can achieve a 5 dB noise level reduction when it is tall enough to break the line-of-sight to the

25 Federal Highway Administration, *Traffic Noise Model* (2006).

26 FHWA, *Special Report—Measurement, Prediction, and Mitigation*, updated June 2017, accessed July 2019, https://www.fhwa.dot.gov/Environment/noise/construction_noise/special_report/hcn04.cfm.

receiver. After it breaks the line-of-sight, it can achieve approximately 1.5 dB of additional noise level reduction for each one (1) meter (3.3 feet) of barrier height.²⁷ Therefore, an approximately 15-foot tall construction noise barrier would reduce construction noise levels by a minimum 7 dB. With implementation of **MM N-1**, construction noise levels would be reduced by a minimum of 40 dB, dependent on the construction activity and height of the temporary noise barrier used.

A sign, legible at a distance of 50 feet, will be posted at the Project construction site, providing a contact name and a telephone number where residents can inquire about the construction process and register complaints. This sign will indicate the dates and duration of construction activities. In conjunction with this required posting, a noise disturbance coordinator will be identified to address construction noise concerns received. The contact name and the telephone number for the noise disturbance coordinator will be posted on the sign. The coordinator will be responsible for responding to any local complaints about construction noise and will notify the City to determine the cause and implement reasonable measures to the complaint, as deemed acceptable by the City. The Project would comply with the City's Noise Ordinance as it relates to construction equipment by limiting activities to occur between 7:00 AM to 10:00 PM. Compliance with the City's Noise Ordinance and implementation of **MM N-1** would ensure construction noise levels would be reduced to the extent feasible; thus construction noise levels would be less than significant.

Off-Site Construction Noise

Construction of the Project would require haul and vendor truck trips to and from the site to import soil and delivery supplies to the site. Trucks traveling to and from the Project Site would be required to travel along a haul route approved by the City. Approximately 1,177 total hauling trips would take place during grading over a total of 11 days. Haul truck traffic would take the most direct route to the appropriate freeway ramp.

Noise associated with construction truck trips were estimated using the Caltrans FHWA Traffic Noise Model based on the maximum number of truck trips in a day. Project truck trips which includes medium- and heavy-duty trucks would generate noise levels of approximately 52.7 to 57.5 dBA, respectively, measured at a distance of 25 feet along Chico Avenue, Fern Street, and Humbert Avenue. As shown in **Appendix B**, existing noise levels at the Project Site ranged from 60.7 dBA to 68.5. dBA. The noise level increases from truck trips would be below the significance threshold of 5 dBA.

27 FHWA, *Special Report – Measurement, Prediction, and Mitigation*, updated June 2017, accessed July 2019, https://www.fhwa.dot.gov/Environment/noise/construction_noise/special_report/hcn04.cfm

Stationary Sources

The Project would introduce various stationary noise sources, including heating, ventilation, and air conditioning systems, which would be located either on the roof, the side of a structure, or on the ground. All Project mechanical equipment would be required to be designed with appropriate noise-control devices, such as sound attenuators, acoustics louvers, or sound screens/parapet walls, to comply with noise-limitation requirements provided in SEMMC Section 8.20. Therefore, operation of mechanical equipment on the Project building would not exceed the City's threshold of significance. As such, stationary source impacts would be less than significant, and no mitigation measures are necessary.

Mitigation Measures: For all construction-related activities, noise-attenuation techniques shall be employed as needed to ensure that noise remains as low as possible during construction, specifically the adjacent residential to the north and south. The following mitigation measures would reduce impacts to less than significant:

MM N-1 Construction Noise

- Construction equipment shall be properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (i.e., mufflers, silencers, wraps, etc.).
- Shroud or shield all impact tools, and muffle or shield all intake and exhaust port on power equipment to reduce construction noise by 10 dB or more.
- Located fixed and/or stationary equipment as far as possible from noise-sensitive receptors. This includes but not limited to limiting the number of noise-generating heavy-duty off-road construction equipment (e.g., backhoes, dozers, excavators, loaders, rollers, etc.) simultaneously used on the Project Site within 75 feet of off-site noise sensitive receptors surrounding the site to no more than one or two pieces of heavy-duty off-road equipment to reduce construction noise levels by approximately 20 dBA. In addition, limiting the number of noise-generating heavy-duty construction equipment to two (2) pieces operating simultaneously to reduce construction noise levels by approximately 5 dB.
- Where feasible, temporary barriers shall be placed as close to the noise source or as close to the receptor as possible and break the line of sight between the source and receptor where modeled levels exceed applicable standards.

b. Would the project result in generation of persons to or generation of excessive ground borne vibration or ground borne noise levels?

Less than Significant with Mitigation Incorporated. Vibration is commonly defined as an oscillatory motion through a solid medium in which the motion's amplitude can be described in terms of displacement, velocity, or acceleration. The peak particle velocity (PPV) or root-mean-square (RMS) velocity is typically used to describe vibration amplitudes. PPV is defined as the maximum instantaneous peak of the vibration signal, while RMS is defined as the square root of the average of the squared amplitude of the signal. PPV is typically used for evaluating potential building damage, whereas RMS is typically more suitable for evaluating human response to ground-borne vibration.

The background vibration velocity level in residential areas is usually around 50 VdB. The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for most people. Most perceptible indoor vibration is caused by sources within buildings, such as operation of mechanical equipment, movement of people, or slamming of doors. Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the ground-borne vibration from traffic is rarely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration velocity level, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

Construction activities for the Project have the potential to generate low levels of ground-borne vibration. The operation of construction equipment generates vibrations that propagate through the ground and diminish in intensity with distance from the source. Vibration impacts can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage of buildings at the highest levels.

Table 13.5: On-Site Construction Vibration Levels Estimates—Building Damage, presents construction vibration impacts associated with on-site construction in terms of building damage. As shown in **Table 13.5**, the forecasted vibration levels due to on-site construction activities would exceed the building damage significance threshold at the adjacent residential uses to the north and south for vibratory rollers, large bulldozers, caisson drilling, jack hammers, and loaded trucks. It is important to note pile driving would not be required during construction. Implementation of **Mitigation Measure MM N-2** would limit the distance of jackhammers, large bulldozers and loaded trucks to a minimum of 25 feet from the nearest sensitive receptor would reduce vibration levels to below the significance threshold of 0.5 PPV ips.

Table 13.5
On-Site Construction Vibration Levels Estimates—Building Damage

Nearest Off-Site Building Structures	Estimated Vibration Velocity Levels at the Nearest Off-Site Structures from the Project Construction Equipment							Significance Threshold (PPV ips)
	Pile Driver (impact) ¹	Vibratory Roller	Large Bulldozer	Caisson Drilling	Loaded Trucks	Jack-hammer	Small bulldozer	
FTA Reference Vibration Levels at 25 feet								
	0.644	0.210	0.089	0.089	0.076	0.035	0.003	—
Adjacent residential to the north and south (5 feet)	7.200	2.348	0.995	0.995	0.850	0.391	0.034	0.5
Residential to the south and west;	0.197	0.064	0.027	0.027	0.023	0.011	0.001	0.5
School to the east (265 feet)	0.019	0.006	0.001	0.003	0.002	0.001	0.000	0.5

Source: US Department of Transportation, Federal Transportation Authority, Transit Noise and Vibration Impact Assessment

Source: Refer to **Appendix B** for construction vibration worksheets in the Noise Study, dated January 2020.

Note:

¹ Pile driving would not be required during construction.

Mitigation Measures: The following mitigation measure would reduce vibration impacts to less than significant:

MM N-2 Construction Vibration

- Limit the distance of jackhammers, large bulldozers, and loaded trucks to a minimum of 25 feet.

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The closest airport is the San Gabriel Valley Airport (SGVA), recently renamed from El Monte Airport, located approximately 1.7 miles northeast of the Project Site. As shown in the El Monte Airport Master Plan Report, the Project Site is not located within the SGVA 65 CNEL or 60 CNEL noise contours.²⁸ Therefore, the proposed Project would not expose people to excessive noise levels associated with airport uses. No impacts would occur.

Mitigation Measures: No mitigation measures are necessary.

28 South Coast Air Quality Management District, *Final 2016 Air Quality Management Plan*, March 2017.

14. Population and Housing

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. SCAG adopted the 2016 RTP/SCS in 2016. According to the SCAG, South El Monte had a 2018 population of 20,882; the City is within the County of Los Angeles, with a 2018 population of 19,283,729.²⁹ The focus of the Housing Element of the General Plan is to continue a comprehensive and long-range planning strategy that specifically addresses housing. The Element's primary objective is to indicate how the City intends to accommodate its designated Regional Housing Needs Assessment or RHNA allocation. The RHNA calls for the City to facilitate the development of 169 housing units in The City during the 2014-2021 planning period.³⁰ Based on the DOF current average household size of 4.5 persons,³¹ the 72 multifamily units (net of 64 when considering the removal of 8 existing residential units) proposed would add approximately net 288 new residents to the City. This increase does not represent a substantial increase in the population of the area. The overall increase in housing units and population would be consistent with the SCAG forecast of 600 additional households and approximately 2,200 people in the City between 2012 and 2040.³² As such, the Project would not cause unexpected growth. As such, impacts would be less than significant.

29 Southern California Association of Governments, *Local Profiles Report 2019: Profile of the City of South El Monte (May 2019)*, accessed January 2020, <https://www.scag.ca.gov/Documents/SouthElMonte.pdf>.

30 City of South El Monte, Department of City Planning, *General Plan, "Housing Element"* (2014).

31 California Department of Finance, *Report E-5: Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2019, with 2010 Benchmark*, accessed January 2020, available at <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>.

32 SCAG, *"Demographics and Growth Forecast"* (adopted April 2016), accessed January 2020, http://scagrtpscscs.net/Documents/2016/final/f2016RTPSCS_DemographicsGrowthForecast.pdf.

Mitigation Measures: No mitigation measures are necessary.

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Less than Significant Impact. The Project Site is currently developed with residential uses as well as industrial uses and a parking lot. Currently the Project Site includes 8 residential units that will be demolished in order to build the proposed Project. The displacement of housing is minimal in comparison to the new housing being built. Furthermore, 8 of the 72 proposed condominiums will be affordable housing units. The construction of replacement housing elsewhere will not be necessary due to small amount of housing being demolished. For these reasons, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

15. Public Services

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☒	☐
iv. Parks?	☐	☐	☒	☐
v. Other public services?	☐	☐	☒	☐

a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

i. Fire Protection?

Less than Significant Impact. Fire protection and emergency medical services in the City are provided by the Los Angeles County Fire Department. The Project Site is served by Fire Station 90, 10115 East Rush St. South El Monte, CA 91933, located approximately 1.2 miles to the southeast. The proposed Project would increase the residential population on the Project Site but would not result in a substantial increase in calls for service that would require the construction or need to alter and expand this fire station or other new facilities.

Mitigation Measures: No mitigation measures are necessary.

ii. Police Protection?

Less Than Significant Impact. The City contracts with the Los Angeles County Sheriff's Department for law enforcement services. Designated deputies of the Sheriff's Temple Station oversee the safety of the South El Monte community. The Temple police station is located approximately 3.8 miles north of the Project Site at 8838 Las Tunas Drive, Temple City, CA 91780. The proposed Project would increase the residential population on the Project Site but would not result in a substantial increase in calls for service that would require the construction or need to alter and expand this police station.

Mitigation Measures: No mitigation measures are necessary.

iii. Schools

Less than Significant Impact. School services within the city are provided by the Valle Lindo School District and the El Monte Union High School District (EMUHSD). The Valle Lindo School District operates one elementary school and one middle school that will serve the proposed Project. New Temple Elementary School currently has an enrollment of 528 students and Dean L. Shively Middle School has an enrollment of 546 students. Both schools are down in enrollment numbers and have room to serve new students.³³

EMUHSD provides high school services in the City. The EMUHSD includes nine high schools. South El Monte High School will serve high school students from the proposed Project. South El Monte High School currently has 1,227 students enrolled. The school does not have a maximum capacity.³⁴

Furthermore, California Government Code Section 65996(b) provides that payment of school impact fees is "deemed to provide full and complete school facilities mitigation." Both the Valle Lindo School District and the El Monte Union School District have established school impact fees, as provided under California Government Code Section 65996(a). These fees are levied on all proposed projects and provide funds for facilities.

Mitigation Measures: No mitigation measures are necessary.

iv. Parks?

Less than Significant Impact. The Project Site is located near several parks, the closest being the Portrero School adjacent to the proposed Project. Portrero School is identified as a joint park/school in the area. The City has joint use agreements with local public-school districts to allow school grounds to be used as

33 Lynn Bulgin, Superintendent of Valle Lindo School District, telephone correspondence, January 28, 2020.

34 Hector Delgado, El Monte Union High School District Liaison, email correspondence, January 30, 2020.

public park land during non-school hours.³⁵ In addition, the proposed Project would incorporate indoor and outdoor recreational amenities that would meet some of the needs of the residents and the public, offsetting impacts on existing off-site park facilities. Approximately 40,685 sq. ft. of common open space will be provided for the residents, as well as landscaping throughout the Project. Outdoor amenities would include communal open space such as central courtyards and other landscaping. As a result, residents are not expected to substantially utilize off-site parks. Furthermore, The Project will be required to comply with Chapter 16.36 of the South El Monte Municipal Code and pay in-lieu fees to provide future parks and recreation facilities. For these reasons, impacts will be less than significant.

Mitigation Measures: No mitigation measures are necessary.

v. Other Public Services?

Less than Significant Impact. Library services within the city are provided by the Los Angeles County Public Library system. While the proposed Project would result in an increase in the City's residential population, it will generate substantial demand for library services such that provision of additional library space would be necessary to maintain adequate standards. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

35 City of South El Monte, Department of City Planning, General Plan, "Resources Element" (2000).

16. Recreation

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b. Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☒	☐

a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than Significant Impact. The proposed Project would add an increase in the City's residential population. The proposed Project would incorporate on-site indoor and outdoor recreational amenities that would meet some of the needs of the residents as well as add communal open space. The Project Site is located near several parks, the closest being the Portrero School adjacent to the proposed Project, which allows local residents to use the facility. The additional 288 residents added by the proposed Project would not result in a substantial increase in the use of neighborhood or regional parks. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

b. Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Less than Significant Impact. The proposed Project includes on-site resident amenities and communal open space. These amenities would not have an adverse effect on the environment distinct from the effects of the proposed Project discussed in other sections of this Initial Study. Approximately 12, 926 sq. ft. of private open space and approximately 40,685 sq. ft. of common open space will be provided for the residents. A total of approximately 53, 611 sq. ft. of total open space is provided for the Project. The private recreational facilities will be maintained by the Homeowners Association associated with the development. These amenities would not have an adverse effect on the environment distinct from the

effects of the proposed Project discussed in other sections of this Initial Study No other recreational facilities would be required as a result of the proposed Project. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

17. Transportation

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d. Result in inadequate emergency access?	☐	☐	☒	☐

This discussion below incorporates information from the *North Chico Project Traffic Impact Analysis* (Traffic Study) prepared by Ganddini Group, Inc. dated January 31, 2020, included in **Appendix G**.

- a. *Would the project conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.***

Less than Significant Impact. The following four intersections near the Project Site were evaluated:

1. Chico Avenue (NS) at Garvey Avenue (EW) City of South El Monte
2. Chico Avenue (NS) at Fern Street (EW) City of South El Monte
3. Chico Avenue (NS) at Rush Street (EW) City of South El Monte
4. Chico Avenue (NS) at Project Driveway (EW) City of South El Monte

The first three intersections are existing, and the fourth is the new proposed intersection at the entrance of the proposed Project.

As discussed in the Traffic Study, and shown below in **Table 17-1: Existing Intersection Levels of Service**, these intersections currently operate at Level of Service (LOS) A-B during the both the AM and PM peak hour.

Table 17-1
Existing Intersection Levels of Service

Study Intersection	Traffic Control	AM Peak Hour		PM Peak Hour	
		V/C or [Delay]	LOS	V/C or [Delay]	LOS
Chico Avenue at Garvey Avenue	TS	0.608	B	0.653	B
Chico Avenue at Fern Street	CSS	[12.3]	B	[12.0]	B
Chico Avenue at Rush Street	TS	0.534	A	0.515	A

The proposed Project is forecast to generate a total of approximately 576 trips per day, with approximately 39 trips occurring during the morning (AM) peak hour, and approximately 53 trips occurring during the afternoon (PM) peak hour.

As shown in **Table 17-2: Existing Plus Project Intersection Levels of Service**, the study intersections, including the new intersection of the main driveway to the Project will operate at LOS A-B or better during peak hours with the addition of the traffic generated by the Project.

Table 17-2
Existing Plus Project Intersection Levels of Service

Study Intersection	Traffic Control	AM Peak Hour		PM Peak Hour	
		V/C or [Delay]	LOS	V/C or [Delay]	LOS
Chico Avenue at Garvey Street	TS	0.618	B	0.644	B
Chico Avenue at Fern Street	CSS	[12.6]	B	[12.3]	B
Chico Avenue at Rush Street	TS	0.545	A	0.528	A
Chico Avenue at Project Driveway	CSS	[12.1]	B	[12.0]	B

The Existing plus Project analysis also evaluates potential cumulative impacts by considering both an ambient growth rate and traffic generated by related projects. Existing traffic volumes were increased by an annual growth rate of two percent (2%) per year over two years for Opening Year (2021) conditions. This equates to a total growth factor of approximately 1.04 for Opening Year (2021) conditions. This ambient growth rate was conservatively applied to all movements at the study intersections. In addition, to account for trips generated by other future development in the area, trips generated by nine (9) pending or approved other related projects within 1 mile of the Project Site were also added.

The Project would not interfere with any adopted policies, plans, or programs as outlined in the Circulation Element of the City General Plan. Additionally, the Project would not require the disruption of public transportation services or the alteration of public transportation routes. Furthermore, the Project would not interfere with any Class I or Class II bikeway systems. As such, impacts would be less than significant, and no mitigation measures are required.

Mitigation Measures: No mitigation measures are necessary.

b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less than Significant Impact. While this Checklist Question in Appendix G of the CEQA Guidelines has been modified by the Natural Resources Agency to address consistency with CEQA Guidelines section 15064.3, subdivision (b), which relates to use of the vehicle miles traveled (VMT) as the methodology for evaluation traffic impacts, the neither the City nor the County has adopted a VMT methodology to address this updated Checklist Question as the effective date for Section 15064.3 is July 1, 2020. For this reason, the transportation impacts of the Project were assessed under the County's current guidelines, which evaluate the LOS of intersections to evaluate the traffic impacts of a Project.

Mitigation Measures: No mitigation measures are necessary.

c. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact. The proposed Project would include the development of housing units. A single gated access would be provided on Chico Avenue and will not create any safety hazard. No alterations would be made to the right of way. Vehicle traffic associated with the proposed Project would be compatible with existing vehicle traffic. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

d. Result in adequate emergency access?

Less than Significant Impact. The proposed Project would be required to incorporate all applicable design and safety requirements as set forth in current fire codes, building codes, and safety standards. Existing access to properties along the surrounding roadways would not be altered and no changes to the roadway system would occur. Access to the Project would be provided by a single gate on Chico, internal driveways meet fire lane standards. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

18. Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project				
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with the cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (d) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

This section summarizes and incorporates by reference information from the *Cultural Resource Investigation in Support of the North Chico Residential Development Project by PaleoWest*, dated January 2020 included as **Appendix B** to this Initial Study.

a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

No Impact. As discussed in **Section 5.5: Cultural Resources**, The Project Site is currently developed with four residential buildings that were evaluated for historical significance. The Report did not identify any historical-period archaeological sites located on the Project Site. The buildings are not eligible for the California Register of Historical Resources (CRHR) under any criteria. Therefore, the proposed Project would not involve any activities that would cause a substantial adverse change to a historic resource. As such, no impact would occur.

Mitigation Measures: No mitigation measures are necessary.

- b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.***

Less than Significant Impact. Assembly Bill (AB) 52, signed into law in 2014, established a formal consultation process for California Native American Tribes to identify potential significant impacts to tribal cultural resources (TCRs) as defined in Section 21074 of the PRC. As specified in AB 52, lead agencies must provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if the tribe has submitted a written request to be notified. On December 20, 2019, the City mailed notices of the Project and the opportunity to consult to total of two (2) Native American tribes known to be affiliated with the Project area.(refer to **Appendix H** of this Initial Study). No requests for consultation were received by the City.

Mitigation Measures: No mitigation measures are necessary.

19. Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
Would the Project:				
a. Require or result in the relocation or construction of new or expanded water, or wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals	☐	☐	☒	☐
e. Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion

- a. Require or result in the relocation or construction of new or expanded water, or wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?***

Less than Significant Impact. The Project site is served by the San Gabriel County Water District. The Project Site is located in a developed, urbanized portion of the City of S. El Monte that is served by existing water mains and utility services. As shown in **Table 19.1: Estimated Water Demand**, it is estimated that the Project would have a water demand of approximately 16,000 gallons per day (gpd or 17.9 acre feet per year. Currently required water conservation design features are likely to reduce this estimate.

Table 19.1
Estimated Water Demand

Land Use	Quantity	Demand Factor (gpd/unit) ^a	Daily Demand (gpd)	Annual Demand (afy)
Proposed				
Residential	72 du	250 gpd/du	18,000	20.2
Total			18,000	20.2
Existing to be removed				
Residential	8 du	250 gpd/du	2,000	2.2
Total			2,000	2.2
Net Total			16,000	17.9

Notes: du = dwelling unit; afy = acre-feet per year; gpd = gallons per day.

^a 125 percent sewage generation loading factor; Los Angeles CEQA Thresholds Guide, Sewage Generation Factors (2006).

The Los Angeles County Sanitation Districts (LACSDs) No.1 and 2 provide sewer service to the City. The City is located within the service area of Sanitation District No. 1. Wastewater collected by the LACSDs is conveyed to the Joint Water Pollution Control Plant located at 24501 Figueroa Street in Carson. This treatment plant has a design capacity of 385 million gallons per day (mgd) and currently treats 330 mgd. This equals a remaining capacity of 55 mg of wastewater to able to be treated.

As shown in **Table 19.2: Estimated Sewage Generation**, it is estimated that Project would generate 12,800 gpd of wastewater. Given the available capacity, the Project would not require or result in the construction of new wastewater treatment facilities or expansion of existing facilities.

Table 19.2
Estimated Sewage Generation

Land Use	Quantity	Factor (gpd/unit) ^a	Daily Generation (gpd)
Proposed			
Residential	72 du	200 gpd/du	14,400
Total			14,400
Existing			
Residential	8 du	200 gpd/du	1,600
Total			1,600
Net Total			12,800

Notes: du = dwelling unit; afy = acre-feet per year; gpd = gallons per day;

L.A. CEQA Thresholds Guide, Sewage Generation Factors, (2006).

The proposed Project would not produce substantial amounts of additional runoff to the existing stormwater drainage facilities. The proposed Project would incorporate design features, such as landscaping features that would collect stormwater runoff on site or to surrounding storm drains. As a result, the proposed Project would not require any substantial changes to the existing drainage pattern of the Project Site or surrounding area, nor would it affect the capacity of the existing storm drain system. As such, impacts would be less than significant.

The Project Site is located in a developed, urbanized portion of the City that is served by existing electric power, natural gas and telecommunications services. The Project would develop new residential units replacing existing residential units, an industrial building and surface parking lots. The Project would not be a substantial source of new demand for services. New connections would be established for the Project; however, no substantial additional infrastructure would need to be installed or relocated to provide electric power facilities, natural gas facilities, or telecommunication services.

b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less than Significant Impact. The Upper San Gabriel Valley Municipal Water District (Upper District) is the wholesale water provider to the San Gabriel Valley Water District. The Upper District 2015 Urban Water Management Plan (UWMP) addresses water demand and supply for water within the District's service area, including the San Gabriel County Water District. As required by the State Water Code, the Upper District's UWMP includes a water supply and demand assessment that compares the total water supply sources available to with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The UWMP projects a surplus of water for the period of 2020 to 2040 ranging from approximately 15,500 to 16,945 acre feet per year for normal water years, and a surplus of approximately 10,000 acre feet per year in multiple dry water years.³⁶

The additional water demand from the proposed Project of approximately 17.7 acre feet per year is within the demand projections identified in the Upper District's UWMP, which shows sufficient surplus water supplies to meet the needs of the proposed Project and other projected growth in the Upper District's service area.

Grading and construction activities associated with the proposed Project would require the use of water for dust control and cleanup purposes. The use of water during construction would be short term in

36 Upper San Gabriel Valley Municipal Water District, 2015 *Urban Water Management Plan* (2016).

nature. Therefore, construction activities are not considered to result in a significant impact on the existing water system or available water supplies.

Impacts would be less than significant, and no mitigation measures are required.

Mitigation Measures: No mitigation measures are necessary.

c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than Significant Impact. LACSDs No. 1 and 2 provide sewer service to the City. The City is located within the service area of Sanitation District No. 1. Wastewater collected by the LACSD is conveyed to the Joint Water Pollution Control Plant located at 24501 Figueroa Street in Carson. This treatment plant provides both primary and secondary treatment for approximately 260, has a total permitted capacity of 400 mgd.

Based on the available capacity of the Joint Water Pollution Control Plant, the 12,800 gallons per day of wastewater generated by the proposed Project would be nominal and would not exceed the available capacity. The Sanitation District has sufficient capacity to accommodate the Project without the need to construct new or expanded facilities. Furthermore, The proposed Project would be required to comply with applicable regulatory standards and city regulations. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact. Solid waste generated within the City is collected by Athens Services and disposed of at privately owned landfill facilities throughout Los Angeles County. All solid waste collected by Athens goes to a MRF (Material Recovery Facility) for processing and recycling, with the residual disposed of at landfills.

As shown in **Table 19.3: Estimated Solid Waste Generation**, the Project would generate an estimated increase of approximately 168 pounds per day of solid waste. This estimate is conservative because it does not factor in any recycling or waste diversion programs. Permitted private landfills have adequate capacity to accommodate this additional solid waste generated. Therefore, solid waste impacts would be less than significant, and no mitigation measures are required.

Table 19.3
Estimated Solid Waste Generation

Type of Use	Unit	Quantity	Waste Generation Rate ^a (lb./unit/day)	Total Solid Waste Generated (lb./day)
Proposed				
Residential	du	82	4/du	180
Total				180
Existing				
Residential	du	3	4/du	12
Total				12
Net Total				168

Notes: lb. = pounds;

a CalRecycle, Estimated Solid Waste Generation Rates, <https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates>.

Mitigation Measures: No mitigation measures are required.

e. Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

No Impact. Construction and operation of the proposed Project would comply with federal, State, and local statutes and regulations related to solid waste. Solid waste generated by the proposed Project would not interfere with the California Integrated Waste Management Act, which requires that local municipalities implement programs to divert at least 50 percent of their solid waste from landfills. As such, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

20. Wildfires

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the Project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Discussion

- a. Substantially impair an adopted emergency response plan or emergency evacuation plan?***
- b. Due to the slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?***
- c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or on going impacts to the environment?***
- d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?***

No Impact. The Project Site is located in a developed and urbanized area of the City that does not contain wildlands or high fire hazard terrain or vegetation. The Project Site is not located in a Very High Fire Hazard Severity Zone.³⁷ No significant impacts related to Wildfire would be associated with the proposed Project.

Mitigation Measures: No mitigation measures are necessary.

37 City of South El Monte, Department of City Planning, *General Plan*, “Public Safety Element” (2000).

21. Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Project Mitigation	Less than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact. The proposed Project would not substantially reduce the habitat of fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; or reduce the number or restrict the range of a rare or endangered plant or animal because the Project Site is located in a urbanized area and is currently developed. Nor would the proposed Project affect important examples of California history or prehistory. Impacts on the quality of the environment would be less than significant.

Mitigation Measures: No mitigation measures are necessary.

- b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).***

Less Than Significant Impact. Cumulative impacts can occur when the impacts of two or more separate projects are considerable when considered together. In the preceding topical analyses, cumulative impacts have been considered where appropriate. For example, the evaluation of air quality impacts considered the proposed Project's cumulative contribution to federal or State nonattainment pollutants within the Basin and the evaluation of traffic impacts considered the cumulative effect of other proposed projects in the immediate vicinity. No significant cumulative impacts were identified for the Project.

Mitigation Measures: No mitigation measures are necessary.

- c. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?***

Less Than Significant Impact.

A significant impact could occur if the Project has the potential to result in significant impacts, as discussed in the preceding sections. Based on the preceding environmental analysis, the Project would not have significant environmental effects on human beings, either directly or indirectly. Any potentially significant impacts would be reduced to less than significant levels through the implementation of the applicable mitigation measures noted.

ATTACHMENT D

MITIGATION MONITORING PROGRAM

1.1 INTRODUCTION

This Mitigation Monitoring Program (“MMP”) has been prepared pursuant to Public Resources Code Section 21081.6, which requires a Lead Agency to adopt a “reporting or monitoring program for changes to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” In addition, Section 15097(a) of the State CEQA Guidelines requires that a public agency adopt a program for monitoring or reporting mitigation measures and project revisions, which it has required to mitigate or avoid significant environmental effects. This MMP has been prepared in compliance with the requirements of CEQA, Public Resources Code Section 21081.6 and Section 15097 of the State CEQA Guidelines.

The City of South El Monte (“City”) is the Lead Agency for the Project and is responsible for administering and implementing the MMP. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity that accepts the delegation; however, until mitigation measures have been completed, the Lead Agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.

The City prepared a Mitigated Negative Declaration (“MND”) to evaluate the potential environmental impacts of the Project. This MMP is designed to monitor implementation of the mitigation measures identified for the Project.

1.2 ORGANIZATION

As shown on the following page, each identified mitigation measure for the Project is listed and categorized by environmental topic, with accompanying identification of the following:

- **Enforcement & Monitoring Agency:** the agency with the power to enforce the mitigation measure monitor the implementation of the measure.
- **Monitoring Phase:** the phase of the Project during which the mitigation measure shall be monitored.
- **Monitoring Frequency :** the frequency at which the mitigation measure shall be monitored.
- **Action Indicating Compliance:** the action by which the Enforcement & Monitoring Agency indicates that compliance with the identified mitigation measure has been implemented.

MITIGATION MONITORING PROGRAM

Noise

Mitigation Measures

MM N-1 Construction Noise

- Construction equipment shall be properly maintained per manufacturers' specifications and fitted with the best available noise suppression devices (i.e., mufflers, silencers, wraps, etc.).
 - Shroud or shield all impact tools, and muffle or shield all intake and exhaust port on power equipment to reduce construction noise by 10 dB or more.
 - Located fixed and/or stationary equipment as far as possible from noise-sensitive receptors. This includes but not limited to limiting the number of noise-generating heavy-duty off-road construction equipment (e.g., backhoes, dozers, excavators, loaders, rollers, etc.) simultaneously used on the Project Site within 75 feet of off-site noise sensitive receptors surrounding the site to no more than one or two pieces of heavy-duty off-road equipment to reduce construction noise levels by approximately 20 dBA. In addition, limiting the number of noise-generating heavy-duty construction equipment to two (2) pieces operating simultaneously to reduce construction noise levels by approximately 5 dB.
 - Where feasible, temporary barriers shall be placed as close to the noise source or as close to the receptor as possible and break the line of sight between the source and receptor where modeled levels exceed applicable standards.
- **Enforcement & Monitoring Agency:** City of S. El Monte
 - **Monitoring Phase:** Construction
 - **Monitoring Frequency:** Periodically during construction
 - **Action Indicating Compliance:** Inspections during construction to document compliance

MM N-2 Construction Vibration

- Limit the distance of jackhammers, large bulldozers, and loaded trucks to a minimum of 25 feet.
- **Enforcement & Monitoring Agency:** City of S. El Monte
 - **Monitoring Phase:** Construction
 - **Monitoring Frequency:** Periodically during construction
 - **Action Indicating Compliance:** Inspections during construction to document compliance



City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: SCHEDULING FISCAL YEAR 2020-21 BUDGET STUDY
SESSION DATES

SUMMARY: Each year the City performs budget workshop sessions to review the proposed annual budget for the new fiscal year. During this time, the City Council reviews the prior year budget to actual results, proposed revenues and expenditures, program activities, and assumptions used in developing the budget. This item is to establish the dates and times for the upcoming budget workshop sessions.

RECOMMENDATION: Staff recommends that the City Council select dates and times for the 2020-21 budget study sessions to be conducted prior to approval of the annual budget.

FISCAL IMPACT: There is no fiscal impact related to the scheduling of the budget workshop sessions.

DISCUSSION: City staff is currently in process of developing the proposed budget for fiscal year 2020-21. It is projected that the proposed budget will be completed by the second week in June for City Council review. The plan is to have two budget workshops to review the proposed budget and obtain City Council's input and recommendations prior to budget adoption at the June 23, 2020 City Council Meeting. Staff is suggesting that a meeting notice be posted on June 11, 2020 for the two budget workshop sessions. There are three proposed meeting dates for the two budget workshop sessions. The three proposed dates are June 15th, June 16th, and June 17th. City Council discussion and input is needed to establish the dates and times for the two budget workshop sessions. By completing the workshop sessions on or before June 17th will allow for an agenda posting on June 18th in order to have the budget adoption finalized at the June 23, 2020 City Council Meeting.

ATTACHMENTS:



City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: CONSIDERATION OF RESOLUTION NO. 20-61,
AMENDING THE TRAFFIC THRESHOLD OF
SIGNIFICANCE FOR CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA) TO VEHICLE MILES TRAVELED
(VMT) RATHER THAN LEVEL OF SERVICE (LOS)

SUMMARY: Changes in CA state law require the City to adopt new CEQA thresholds of significance for transportation impacts. For the purposes of CEQA these changes will modify how the City evaluates projects for transportation impacts. Specifically, the City is required to use VMT instead of LOS as the metric to evaluate transportation impacts in CEQA documents such as Environmental Impact Reports. Outside of the CEQA process, the City can choose to continue to evaluate projects using the LOS metric. Based on guidance provided through an implementation process led by the San Gabriel Council of Governments, City staff have prepared new CEQA transportation impact thresholds. This report summarizes the CA state mandate that requires modifying the CEQA thresholds, discusses the City staff recommendations, and includes a draft Resolution to adopt the new CEQA transportation thresholds.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-61, finding that the action is exempt from CEQA and adopt the proposed thresholds of significance.

FISCAL IMPACT: There is no fiscal impact at this time.

DISCUSSION: The City approved a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) to participate in the San Gabriel Valley Regional VMT Analysis Model, along with 25 other cities in the San Gabriel Valley. After

receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities in complying with these VMT requirements, the San Gabriel Valley Council of Governments conducted a comprehensive Request for Proposals (RFP) process. As a result, Fehr and Peers was selected as the most qualified firm to provide professional consultant services to complete the San Gabriel Valley Regional VMT Analysis Model. Upon completion of the Model, Staff will utilize it to analyze project-related VMT to determine whether transportation impacts from proposed developments will constitute a significant environmental impact under the California Environmental Quality Act (CEQA).

The San Gabriel Valley VMT analyses effort analyzed existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It will result in recommendations for establishing methodology, thresholds, and technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in the local jurisdictions within the San Gabriel Valley.

Changes in CA State Law

On September 27, 2013, Governor Jerry Brown signed SB 743 into law and started a process intended to fundamentally change how transportation impact analysis is conducted as part of the CEQA review of projects. SB 743 eliminates Level of Service (LOS) as the basis for determining transportation impacts under CEQA and requires the use of Vehicle Miles Traveled (VMT) instead. The state is shifting the focus of CEQA traffic analysis from measuring a project's impact on automobile delay (LOS) to measuring the amount and distance of automobile travel that is attributable to a project (VMT). The State's goal in changing the metric used to determine a significant transportation impact is to encourage land use and transportation decisions that reduce greenhouse gas emissions, encourage infill development, and improve public health through active transportation.

The adoption of new local CEQA thresholds of significance for transportation impacts and the adoption of new Local Transportation Assessment Guidelines will not have a significant environmental impact and are exempt from the CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations because the two actions are undertaken by the City for the protection of the environment. The revised CEQA thresholds will be compliant with a State mandate (SB 743) and will be used in a regulatory process (CEQA process) that involves procedures for the protection of the environment. Accordingly, the City Council will consider the recommendation to find the Resolution exempt from the environmental review requirements of CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations.

CEQA and Thresholds of Significance

CEQA requires jurisdictions to review the impact a project would have on the existing environment and to disclose those impacts to the public and decision makers and as a result address those impacts deemed significant. CEQA establishes four categories of environmental impacts:

1. No impact

2. Less than significant impact
3. Less than significant impact with the adoption of mitigation measures (a way of reducing an impact's effect)
4. Significant unavoidable impacts

A threshold of significance is the point at which an impact moves from less than significant to significant. CEQA defines a significant impact as “a substantial, or potentially substantial, adverse change in the environment.” To determine what that means for the 18 areas studied in a CEQA document an agency adopts defined thresholds of significance. In relation to traffic, the City for many years has used Level of Service (LOS) methodology as used by the County of Los Angeles to determine if a project would create a significant impact.

Traffic Analysis & Level of Service

The focus of most traffic analysis is on a project's impact on nearby intersections and roadway segments. This analysis compares how the existing intersection or roadway segment functions in comparison to how it will function when the project is complete. At the heart of this analysis, is how an intersection or street segment should function. To analyze this, engineers and/or planners look at the intersections' and roadway segments' level of service (LOS). LOS, in its simplest form, is a ratio of an intersection's or roadway segment's volume to its capacity. If the volume of traffic exceeds the intersection's capacity, one would expect to find traffic delays. If the capacity exceeds volume, one expects to find an absence of congestion.

Existing Thresholds of Significance

The City's existing thresholds of significance rely on the LOS criteria. Staff believes that this approach is still valid for analyzing local impacts to intersections in proximity to proposed projects. While the LOS analysis cannot be used for CEQA anymore, the City can choose to continue to use these thresholds outside of CEQA. Therefore, staff is recommending that these thresholds be adopted as an official policy by the City Council.

The Movement Toward VMT

In September of 2013, the California State Legislature adopted Senate Bill (SB) 743. This law set the State down a course of measuring a project's environmental impact not by its creation of congestion, but by whether and how much it increases total vehicle miles traveled. Vehicles miles traveled (VMT) is the number of miles all vehicles travel, and it is the State's goal to reduce VMT and thereby reduce air pollution and greenhouse gas emissions.

The legislation was spurred by occasions where the CEQA analysis concluded that a project would have a negative effect on the environment even though the purpose of the project was to improve the environment. While SB 743 changes the focus of traffic analysis to reducing VMT, it also does not prohibit cities from setting LOS standards in its General Plan for infrastructure planning purposes. SB 743 reorients CEQA away from traffic congestion and toward the negative environmental effects of automobile trips (air pollution and greenhouse gas emissions) thus refocusing CEQA on the environment.

VTM Discussion Points

While State law now requires cities to adopt VMT thresholds there are still some points on which the City has some discretion. The bullets below highlight these points and provide staff's recommendation.

- **Screening Out Projects** – The State allows cities to filter or “screen out” local serving projects so that they do not even require a traffic study to look at VMT impacts. The idea behind this is that since they serve the local population, they are likely reducing the need for people to drive further away and thus are reducing VMT. City staff is recommending adopting a list of local serving project types that are consistent with the State’s Office of Planning and Research’s (OPR) guidance. This list includes new retail buildings that are less than 50,000 square feet in floor area, local parks, K-12 schools, day care centers, churches and such. The list also includes projects generating less than 110 daily trips, which nominally translate to projects such as 11 single-family units, 16 multi-family units, 10,000 square feet of office space, and 15,000 square feet of industrial space. For a full list see Attachment 2. The City can adopt a lower number of daily trips or projects of a small size; but higher thresholds are not allowed.
- **Screening Out Projects in Low VMT Areas** – The State allows cities to filter out regions of the City that are already considered “low VMT” traffic analysis zones (TAZs). The rationale here is that the area likely already has a good mix of uses and adding additional uses in this area provides for less and/or shorter trips and bundling of trips. Staff is recommending that to be consistent with OPR guidance to screen out residential and office projects located in low VMT areas. Low VMT is defined as areas of the City where the VMT falls below the City’s adopted threshold of significance (see maps on Attachment 3).
- **Screening Out Projects in Transit Priority Areas (TPA)** - The City staff recommendation is to be consistent with OPR guidance to screen out projects in Transit Priority Areas be defined as locations within half-a-mile of a transit stop or station with a minimum of 15-minute headways during peak commute hours. Transit Priority Areas are shown on Attachment 4.
- **Screening Out Affordable Housing** – The City staff recommendation is to be consistent with OPR guidance to screen out affordable housing developments or affordable housing units within mixed-use developments.
- **Setting a Baseline VMT** - The Baseline VMT is defined as the average VMT for the area represented by the San Gabriel Valley Council of Governments (SGVCOG), as measured by VMT per capita, VMT per employee, or VMT per service population. A project’s VMT will be compared to the baseline VMT when determining potential significant impacts. The City can choose different baselines including the City’s existing VMT, a subarea of the SGVCOG, the SGVCOG or the SCAG region. Staff recommends choosing the VMT rates for the SGVCOG as the baseline VMT.

- When a VMT Impact Becomes Significant (Land Use Plans) – The City staff recommendation is to be consistent with OPR guidance, significant impacts will occur if the VMT per service population for the land use plan exceeds 15 percent below the baseline VMT.
- When a VMT Impact Becomes Significant (Projects) – The City staff recommendation is to be consistent with OPR guidance, significant impacts will occur if a project generates VMT (per capita, per employee, or per service population) higher than 15 percent below the baseline VMT.
- When a VMT Impact Becomes Significant (Transportation Projects) – The City staff recommendation is to be consistent with OPR guidance, significant impacts will occur if the projects result in a net increase in VMT.

ATTACHMENTS:

[Attachment A - Resolution No. 20-61](#)

[Attachment B - List of Projects](#)

[Attachment C - Low VMT Areas](#)

[Attachment D - Transit Priority Map](#)

ATTACHMENT A

RESOLUTION NO. 20-61

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ADOPTING “VEHICLE MILES TRAVELED” THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the California Environmental Quality Act Guidelines (“CEQA Guidelines”) encourage public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant”; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (“OPR”) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (“VMT”) – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by “Level of Service” and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, the City’s project review process will retain “Level of Service” analysis to ensure consistency with the General Plan; and

WHEREAS, CEQA Guidelines section 15064.3 goes into effect on July 1, 2020, though public agencies may elect to be governed by this section immediately; and

WHEREAS, the City of South El Monte, following a public review process consisting of a staff presentation before the City Council, wishes to adopt the VMT thresholds of significance for determining the significance of transportation impacts.

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

SECTION 1: City staff recommends that the City Council find that the adoption of new local CEQA thresholds of significance for transportation impacts and the adoption of new Local Transportation Assessment Guidelines will not have a significant environmental impact and are exempt from the CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations because the two actions are undertaken by the City for the protection of the environment. The revised CEQA thresholds will be compliant with a State mandate (SB 743) and will be used in a regulatory process (CEQA process) that involves procedures for the protection of the environment. Accordingly, the City Council will find the Resolution exempt from the environmental review requirements of CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations.

SECTION 2: City staff recommends that the City Council adopt the VMT thresholds of significance as shown in Table 1 on the following page.

SECTION 3: Certification. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 9th day of June 2020.

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

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

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 20-61 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 9th day of June, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

VMT Baselines and Thresholds of Significance

Consistent with State CEQA guidelines section 15064.3, the City of South El Monte has adopted the project baselines and thresholds of significance set forth in Table 1 to guide in determining when a project will have a significant transportation impact.

TABLE 1

Project Type	Thresholds
Land Use Plan	1) Project Impact: A significant impact would occur if the VMT rate for the plan would exceed the applicable baseline VMT rate. 2) Cumulative Project Effect: A significant impact would occur if the project increases total regional VMT compared to cumulative no project conditions.
Land Use Project	1) Project Impact: A significant impact would occur if the VMT rate for the project would exceed the applicable baseline VMT rate. 2) Cumulative Project Effect: A significant impact would occur if the project increases total regional VMT compared to cumulative no project conditions.
Retail Project (over 50,000 square feet)	1) Project Impact: A significant impact would occur if the VMT rate for the project would exceed the applicable baseline VMT. 2) Cumulative Project Effect: A significant impact would occur if the project increases total VMT in the study area compared to baseline conditions.
Transportation Project	A significant impact would occur if the project causes a net increase in total regional VMT compared to baseline conditions, opening year no project conditions, or cumulative no project conditions.
All land use and transportation projects	A significant impact would occur if the project is inconsistent with the RTP/SCS (Regional Transportation Plan/Sustainable Communities Strategy).

Note: Baseline VMT rate is defined as the rate for SGVCOG, per applicable service population.

The baseline VMT may be changed pending updates to the SCAG's RTP model.

ATTACHMENT B

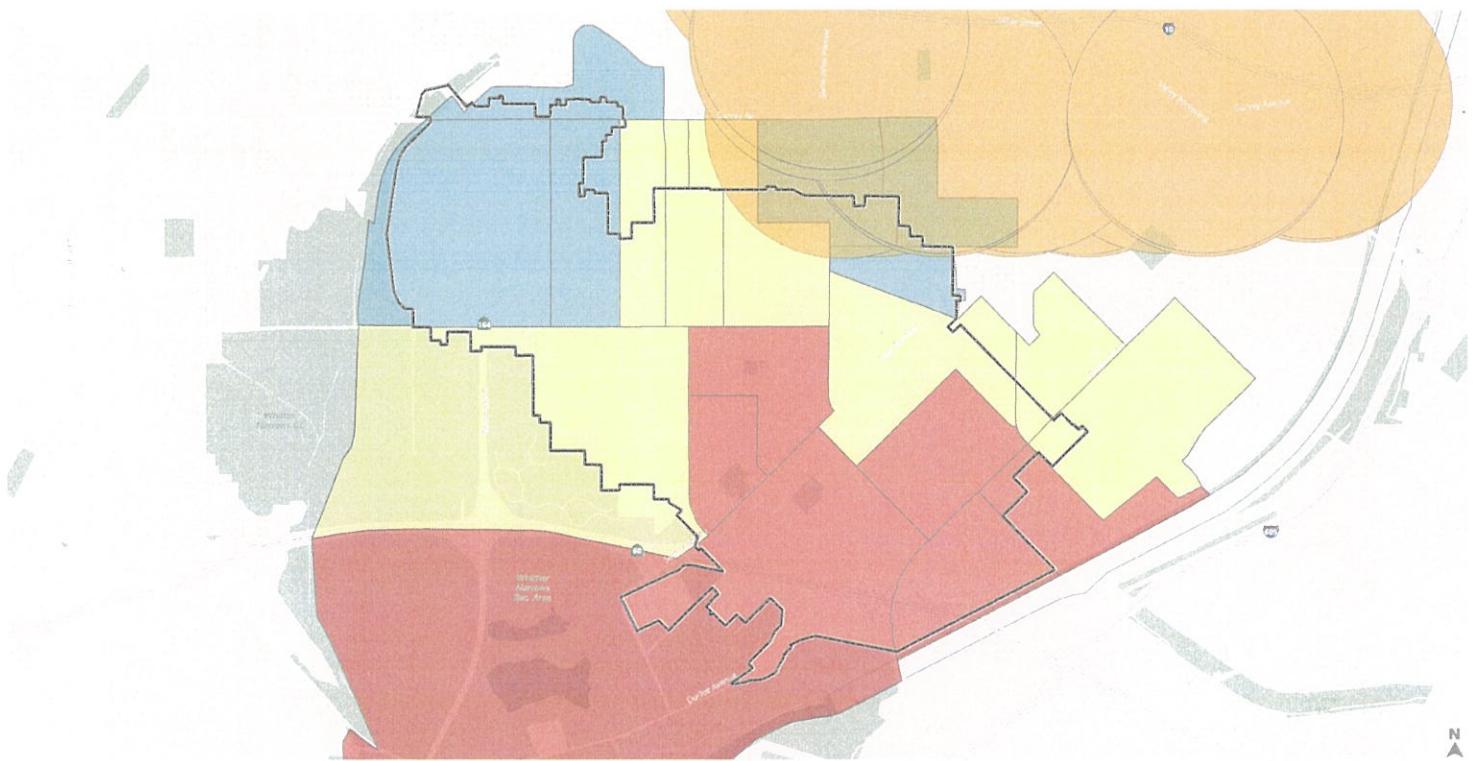
List of Projects that Can Be Screened Out Based on Type

OPR identified local serving project types that may be presumed to have a less than significant impact absent substantial evidence to the contrary. Local serving retail projects (less than 50,000 square feet) generally improve the convenience of shopping close to home and has the effect of reducing vehicle travel. The City of South El Monte will screen out the following projects.

The following uses are presumed to have a less than significant impact (absent substantial evidence to the contrary) as their uses are local serving in nature:

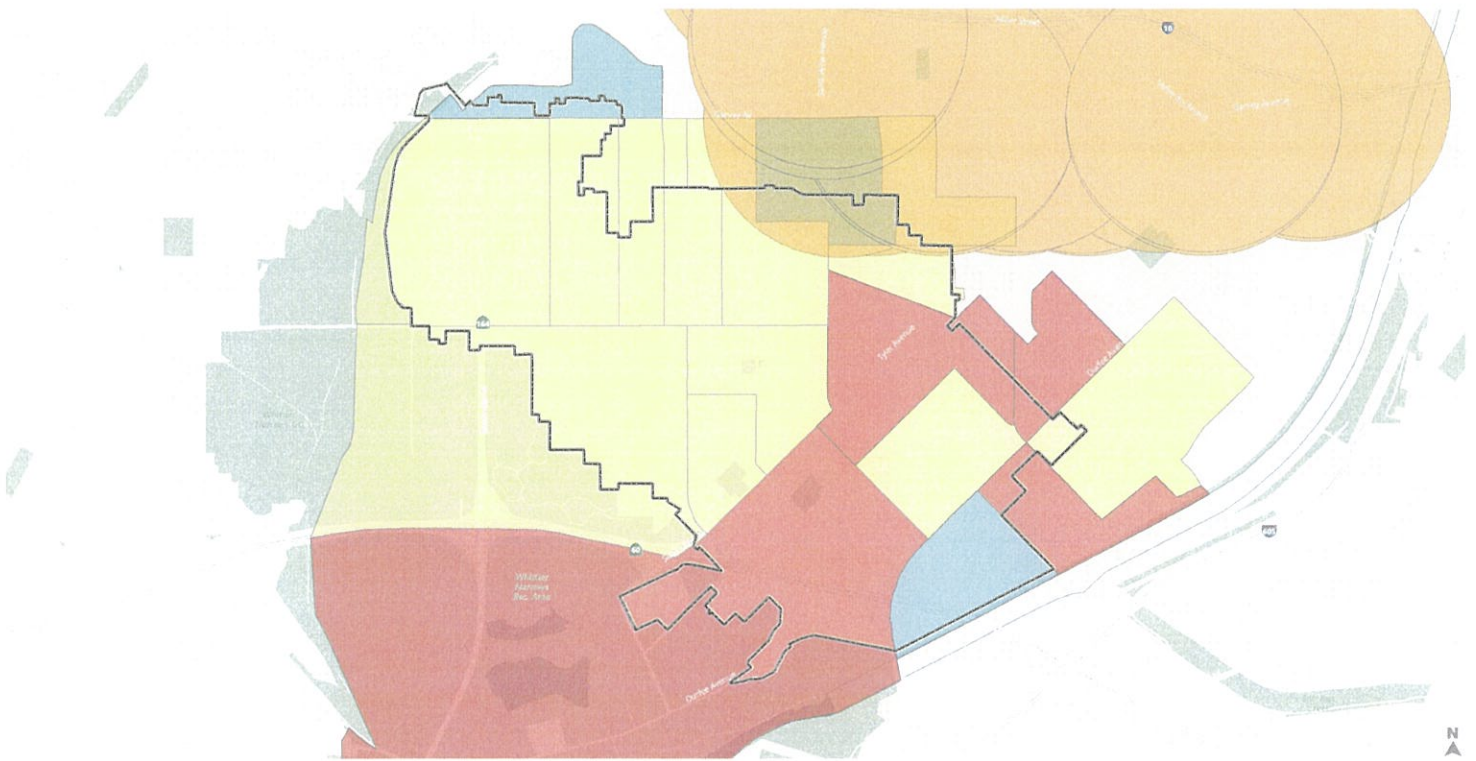
- Local serving retail (retail establishments less than 50,000 square feet in size)
- Local-serving K-12 schools
- Local parks
- Day care centers
- Local-serving retail uses less than 50,000 square feet, including:
 - o Gas stations
 - o Banks
 - o Restaurants
 - o Shopping Center
- Local-serving hotels (e.g. non-destination hotels)
- Student housing projects on or adjacent to a college campus
- Local-serving assembly uses (places of worship, community organizations)
- Community institutions (public libraries, fire stations, local government)
- Affordable, supportive, or transitional housing
- Assisted living facilities
- Senior housing (as defined by HUD)
- Local serving community colleges that are consistent with the assumptions noted in the RTP/SCS (Regional Transportation Plan/Sustainable Communities Strategy)
- Projects generating less than 110 daily vehicle trips. This generally corresponds to the following “typical” development potentials:
 - o 11 single family housing units
 - o 16 multi-family, condominiums, or townhouse housing units
 - o 10,000 sq. ft. of office
 - o 15,000 sq. ft. of light industrial
 - o 63,000 sq. ft. of warehousing
 - o 79,000 sq. ft. of high-cube transload and short-term storage warehouse
- Public parking garages and public parking lots

ATTACHMENT C



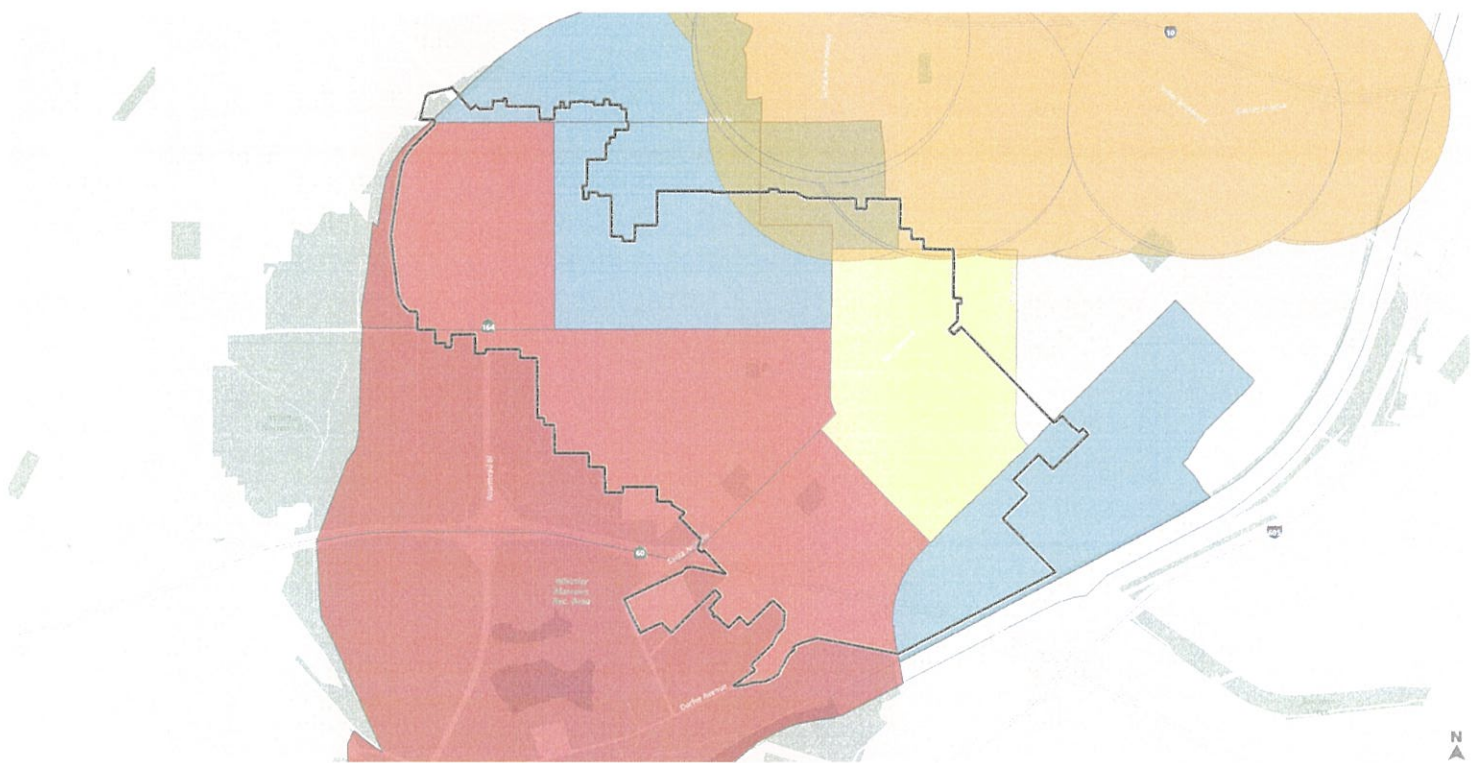
- | | | | |
|--------------------------------------|-----------------------------|---------------------------|------------|
| Home-Based VMT per Capita Comparison | Transit Priority Area (TPA) | Land Use | Hotel |
| 15% or more below SGVCOG Average | City Boundary | Mixed Use | Medical |
| 0 to 15% below SGVCOG Average | | Multi-Family Residential | Industrial |
| Higher than SGVCOG Average | | Single-Family Residential | |
| No Residents | | | |

Daily Residential Home-Based VMT per Capita for South El Monte (2012)



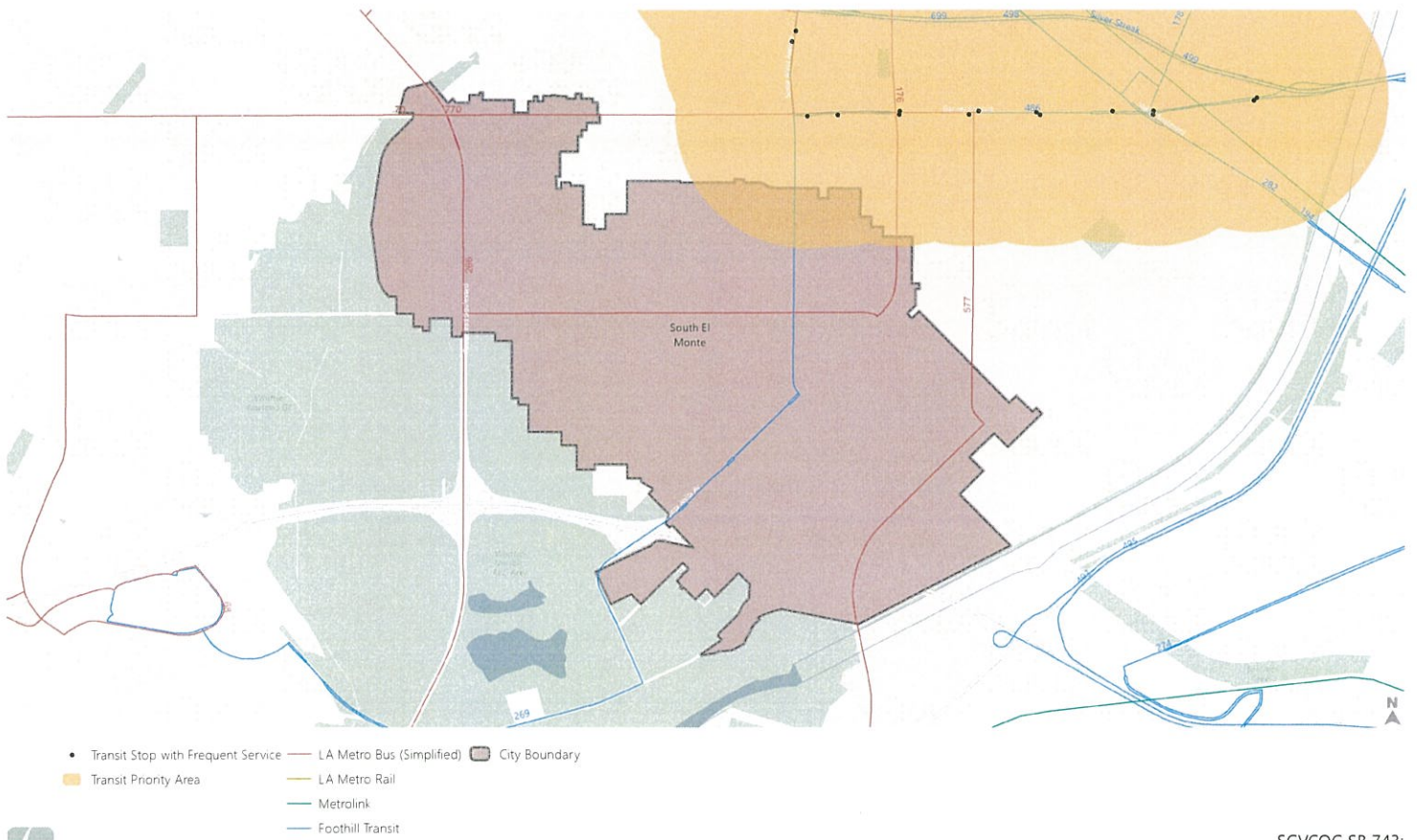
- | | | | |
|---|-----------------------------|---------------------------|------------|
| Home-Based Work VMT per Employee Comparison | City Boundary | Land Use | Hotel |
| 15% or more below SGVCOG Average | Transit Priority Area (TPA) | Mixed Use | Medical |
| 0 to 15% below SGVCOG Average | | Multi-Family Residential | Industrial |
| Higher than SGVCOG Average | | Single-Family Residential | |

Daily Home-Based Work VMT per Employee for South El Monte (2012)



Daily VMT per Service Population for South El Monte (2012)

ATTACHMENT D



SGVCOG SB 743:
Transit Priority Areas - South El Monte



City Council Agenda Report

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

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rachel Barbosa, City Manager

SUBJECT: CREATION OF THE SOUTH EL MONTE HOMELESS SERVICES COMMITTEE

SUMMARY: Due to the ongoing increase in the number of homeless individuals in the City of South El Monte and the uncertainty of housing affordability from the negative impacts of the COVID19 pandemic, the City Council wishes to create the South El Monte Homeless Services Committee to find solutions to combat homelessness in the City.

RECOMMENDATION: Staff recommends that the City Council review, discuss and provide feedback on the proposed South El Monte Homeless Services Committee that will establish a community-wide approach to combating homelessness in the City. The discussion will include topics such as the member selection process, the frequency of meetings and the role of committee members.

FISCAL IMPACT: The formation of the South El Monte Homeless Services Committee does not require the appropriation of City funds.

DISCUSSION: At the council meeting on May 26, 2020, staff was instructed to present to the Council ideas and options on how to form the South El Monte Homeless Services Committee.

BACKGROUND

History of recent City-led Homelessness advocacy --

On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for

individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

In September 2017, the City applied for a \$30,000 planning grant and was awarded that amount due to the number of homeless individuals that were reported in the City during the LAHSA 2017 Homeless Count. The City has selected to join with 20 other SGV city award recipients to hire a consultant that will pursue the work for a single city, with a similar model and approach applied to all cities. This model and approach can also be adapted to accommodate the unique needs of cities that choose to supplement their plans with additional activities.

On February 26, 2018, City Council adopted Resolution 18-08 approving the Memorandum of Understanding (MOU) with the San Gabriel Valley Council of Governments (SGVCOG) for the \$30,000 City Homeless Planning Grant from the County of Los Angeles. This grant was meant to assist the SGVCOG members with the planning, design, and implementation of their own unique Homeless Initiative and coordinate resources and efforts across the San Gabriel Valley.

On June 12, 2018, the City Council approved the City's Plan to Prevent and Combat Homelessness that was designed to move the City's vision forward to combat homelessness and address the needs of its homeless residents.

On October 23, 2018, the City Council approved Resolution No. 18-90 declaring a shelter crisis in South El Monte that enabled the City to be eligible for CA State Homeless Emergency Aid Program (HEAP) funds. It also established the formation of a Tri-City partnership agreement or Memorandum of Understanding (MOU) with the cities of El Monte and Baldwin Park that established roles under best practice guidelines to enter into a cohort grant opportunity under the Los Angeles Homeless Initiative Home for Good Grant Program administered by the Initiative of United Way of Greater Los Angeles to fund the Cities Homeless Plan Implementation efforts.

Recently, due to the negative impacts of the COVID19 pandemic on our community, the City Council approved tenants' eviction protections and rent deferral options and a fund to award \$1,000 grants to residents who need assistance with rent or their mortgage payment.

Homelessness in South El Monte --

Last year's LAHSA Homeless Count, conducted during the late evening in January 2019, reported 73 homeless individuals in South El Monte. Valle Lindo School District also reports having 2 homeless youth enrolled in their district. Currently, the City lacks a place where those who fall into homelessness can enjoy stability and have their individual needs such as mental health, substance abuse, and employment addressed. However, the City does partner with non-profits to provide a limited amount of services and resources for the homeless.

Committee Member selection process --

It is a goal to enlist concerned, creative, dedicated and determined community stakeholders to the committee who will commit to exploring many different opportunities to connect homeless individuals and those at risk of homelessness to resources and services available to them. Members should be residents of South El Monte and should represent various groups like business owners, workers, educators, families, youth, the elderly and those with lived experience.

Frequency of meetings --

Meetings may take place on a monthly basis at City Hall or around the community.

Goals and Outcome --

The framework to establish goals and outcomes is found in the City's Plan to Prevent and Combat Homelessness that

established the following categorical goals:

Goal #1: Educate City Staff and the Community about Homelessness and Available Resources

Goal #2: Increase Outreach and Engagement Activities

Goal #3: Expand Employment Opportunities in the City

Goal #4: Create Shelter Options in the City

Goal #5: Create New Affordable/Supportive Housing Options in the City

Goal #6: Coordinate with Regional Partners on Homelessness Plan Implementation

ATTACHMENTS:



City Council Agenda Report

**Agenda
Item No.
11.a.**

DATE: June 9, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: CORRESPONDENCE FROM THE SOUTH EL MONTE
HIGH SCHOOL CHEER SQUAD REQUESTING
SPONSORSHIP FOR EQUIPMENT, DUE TO LACK OF
FUNDING OPPORTUNITIES FROM COVID-19

SUMMARY: South El Monte High School is a 501(c)(3) Non-Profit institution, the school and sports departments depend on fundraising to supplement costs of equipment, events and supplies.

RECOMMENDATION: Staff recommends that the City Council review the request from South El Monte High School Cheer and adhere to the \$500 limit set forth by City Council action.

FISCAL IMPACT: The City Council approved a limit of \$500 each for Fiscal Year 2019/2020 for ten organizations servicing the City that would be appropriated from the Community Promotion account. The City Council has sponsored eight organizations thus far.

DISCUSSION: South El Monte Cheer has been performing for countless City events including the Christmas Tree Lighting, 626 Golden Streets and the Census Kick-off/Jojo Diaz parade. The South El Monte Cheer Squad is an organization committed to giving back to the City of South El Monte.

ATTACHMENTS:

[Request Letter](#)



SOUTH EL MONTE CHEER
1001 Durfee Avenue
South El Monte, CA 91733

May 27, 2020

Dear Honorable Mayor and City Council Members,

My name is Liyah Rangel and I am a senior at South El Monte High School. In addition, I am also the Varsity Cheerleading Captain who fulfills the responsibilities in making sure our spirit leaders play a large role in all school/city events.

The South El Monte Cheer Squad has performed and participated at many city events including: the Christmas Tree Lighting, 626 Golden Streets, and JoJo Diaz's Victory Parade.

My team and I take pride in our community and love performing at events to represent our school. Unfortunately, our senior year has come to an end due to the CoronaVirus outbreak. As we bid our farewells and finish the season, it's been especially difficult to gather the team and commemorate the seniors' hard work through the year. Our lovely coach Michele Gonzalez has come up with the idea of purchasing shadow boxes for our uniforms and giving them to the class of 2020 as a memory of our cheer career.

Sadly, due to COVID-19, funding, sponsorship, and other forms of financial support are limited. Therefore, I am reaching out to the city council in hopes they would understand how much this would mean to my graduating class and the significance it carries in our hearts. Putting on that uniform meant more than just cheering on our teams but creating unforgettable bonds and a family forever. We are kindly requesting a sponsorship of \$500.00 from the City and would greatly appreciate your support.

Liyah Rangel

South El Monte High School Cheer Squad Captain