

CITY OF SOUTH EL MONTE

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

FEBRUARY 25, 2020, 6:00 PM

**COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**



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

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

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 at least 48 hours prior to the meeting. Any public writings distributed by the City of South El Monte to a least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the Receptionist Counter at City Hall located at above address during normal business hours.

1. **ROLL CALL** Councilmembers: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
2. **PLEDGE OF ALLEGIANCE** Councilmember Richard Angel
3. **INVOCATION** Pastor Benjamin Garrett, Faith Dominion Church
4. **APPROVAL OF THE AGENDA**

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.

5. **PRESENTATIONS**

5.a. **RECOGNITION OF CITY COUNCIL BY ACTIVE SGV**

ActiveSGV to recognize City Council for the successful 626 Golden Streets - Streets and Treats October 26 Open Streets Event.

5.b. **PRESENTATION BY LIFE STEPS FOUNDATION, PROGRAM SUPERVISOR CINDY YU-SHU CHENG**

Presentation by Life Steps Foundation Promoting an Earth Day 5K Run/Walk Saturday, April 18, 2020 at Whittier Narrows Recreation Area in Support of Children and Adults with Developmental Disabilities.

6. **PUBLIC COMMENT**

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

7. **CONSENT CALENDAR**

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

7.a. **MINUTES**

Staff seeks City Council approval of the Minutes of the Adjourned Regular and Regular meetings of February 11, 2020.

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

[Minutes](#)

7.b. **WARRANTS**

Authorizing payment of City expenditures for the period of February 12, 2020 through February 25, 2020 totaling \$448,226.08.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-11, authorizing payment of City expenditures.

[Resolution No. 20-11](#)

7.c. **CITY MANAGER'S WEEKLY INFORMATIONAL ITEMS**

Report on staff activities beginning the week of February 3, 2020 and ending the week of February 13, 2020.

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

[Weekly Informational Items](#)

7.d. **APPROVE LOCATIONS FOR INSTALLING E-BIKE STATIONS ON CITY PROPERTY**

City Staff has been working with the San Gabriel Valley Coalition of Governments (SGVCOG) and Gotcha Media Holdings, LLC, to identify locations around the City to station E-Bikes. We have identified 6 station sites, two of which are on school property at New Temple Park and Shively Park.

RECOMMENDED ACTION: Staff recommends that the City Council approve the E-Bike Stations located on City property.

[E-Bike South El Monte Site Plans](#)

7.e. ADOPT RESOLUTION NO. 20-13, APPROVING A CITY-WIDE SALARY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) REQUIREMENTS

The City of South El Monte contracts with the CalPERS to provide retirement benefits for its employees. In order to comply with applicable sections of the California Government Code (Government Code), California Code of Regulations (CCR) and the City's contract with CalPERS, as it relates to earnable compensation for purposes of calculating employees retirement benefits, staff is recommending the adoption of a City-wide Salary Schedule. This resolution would not make any changes to salaries for City employees. Instead, it would make available in a single document City salaries already approved by the City Council.

RECOMMENDED ACTION: Staff recommends the City Council adopt Resolution No. 20-13, approving a city-wide salary schedule in compliance with CalPERS requirements.

[Attachment A - Resolution No. 20-13](#)

[Attachment B - City-wide Salary Schedule](#)

7.f. ADOPT RESOLUTION 20-12, APPROVING BUILDING INSPECTION FEES FOR THE MAYANS PROJECT TO REFLECT THE RATES IN PLACE PRIOR TO OCTOBER 2017 AND TO WAIVE THE DEVELOPMENT FEE AND UTILIZE AN HOURLY RATE ON BOTH ON SITE AND OFF SITE ENGINEERING INSPECTION FEES

The Mayans Project is a mix-used 77-unit development currently being constructed at 1124 and 1204 Santa Anita Avenue. City Council approved the developer, Mayans Development's, request for a waiver and reduction for certain fees being charged during the construction phase of the Mayans Project. The request included the following: (1) a waiver of the 1% Valuation Development Fee which is \$150,000; (2) a reduction in Building Inspection Fees to reflect the rates in the pre-October 2017 fee schedule; and (3) utilization of an hourly rate on both On-Site and Off-Site Engineering Inspection Fees.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution 20-12, approving Building Fees for the Mayans Project to reflect the rates in place prior to October 2017 and to waive the Development Fee, and utilize an hourly rate on both On-Site and

Off-Site Engineering Inspection Fees.

[Attachment A- Resolution 20-12](#)

[Attachment B - Mayans Project Fees](#)

7.g. ADOPT RESOLUTION NO. 20-14, APPROVAL OF THE EMPLOYMENT AGREEMENT FOR FINANCE DIRECTOR

Adoption of Resolution No. 20-14, consenting to the appointment of Karen Aceves as Finance Director and approving an employment agreement between the City of South El Monte and Karen Aceves.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-14, approving an employment agreement with Karen Aceves and consenting to her appointment as Finance Director.

[Attachment A - Resolution 20-14](#)

[Attachment B - Finance Director Employment Agreement](#)

7.h. ADOPT RESOLUTION NO. 20-16, APPROVING THE CONTRACT EXTENSION WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR CLOUD BACKUP SERVICES FOR AN ADDITIONAL THREE YEARS IN AN AMOUNT NOT-TO-EXCEED \$27,000 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$45,000, AND APPROVING AN APPROPRIATIONS REQUEST FOR FISCAL YEAR (FY) 2019/20 IN THE AMOUNT OF \$2,250

On June 14, 2017, the City issued a Request for Proposal (RFP) for cloud backup services and received three proposals by the July 16, 2017 deadline. On March 27, 2018, the City Council awarded a contract to AMC for cloud backup services (Services) for a term of two years in an amount not-to-exceed \$18,000. Staff now seeks to extend the contract with AMC for three additional years, and increase the Contract Sum accordingly.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-16, approving the contract extension with AMC for cloud backup services for an additional three years in an amount not-to-exceed \$27,000 for a total not-to-exceed contract amount of \$45,000, and to approve an appropriations request for FY 2019/20 in the amount of \$2,250.

[Attachment A - Resolution No. 20-16](#)

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

[Attachment C - Agreement for Cloud Back Up Services](#)

7.i. ADOPT RESOLUTION NO. 20-17, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH ADVANCED MICROCOMPUTING

CONCEPTS (AMC) FOR THE PURCHASE AND INSTALLATION OF MICROSOFT SOFTWARE LICENSES, UPGRADE TO A PLAN WITH ADDED SOFTWARE CAPABILITIES WITH NO INCREASE IN COST, AND TO ADD AN ELEVATED SECURITY PLAN EQUATING TO \$13,248 IN ANNUAL SERVICE COSTS, INCREASING COMPENSATION TERMS FROM \$90,000 TO \$105,456 TO ACCOUNT FOR THE ADDED SECURITY PLAN

The City's I.T. services provider, AMC, is consistently assessing the City's needs, gauging its usage of respective service products, including Microsoft licenses, and identifying optimal cyber security service plans to better withstand potential cyber security threats. In such, AMC has identified an alternate Microsoft Enterprise Software Plan and an enhanced cyber security service plan that better suits the needs of the City.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-17, approving Amendment No. 1 to the Agreement with AMC for the purchase and installation of Microsoft Software Licenses, to upgrade to a plan with added software capabilities and with no increase in cost, and to add an elevated security plan equating to \$13,248 in annual service costs, increasing compensation terms from \$90,000 to \$105,456 to account for the added security plan.

[Resolution No. 20-17](#)

7.j. ADOPT RESOLUTION NO. 20-18, APPROVING AMENDMENT NO. 7 TO THE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

On July 1, 2016, a four-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This Amendment will increase the allocated baseline funding from \$185,191 to \$229,361 resulting in an increase of \$44,170 for Fiscal Year (FY) 2019-20 only.

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution No. 20-18, approving Amendment No. 7 to the Agreement and authorize the City Manager to execute Amendment No. 7.

[Attachment A - Resolution 20-18](#)

[Attachment B - Amendment No. 7](#)

[Attachment C - ENP Allocation Letter](#)

8. PUBLIC HEARINGS None.

9. GENERAL BUSINESS

9.a. FACILITY RESERVATION FEE WAIVER AMENDMENT REQUESTED BY SOUTH EL MONTE NATIONAL LITTLE LEAGUE

The South El Monte National Little League is requesting an amendment to the City Council approved Fee Waiver granted at the December 3, 2019 City Council meeting.

RECOMMENDED ACTION: Staff recommends that the City Council discuss and review the fee waiver amendment request by the South El Monte National Little League, and if approved, appropriate the additional funds in the amount of \$5,077.50 from the general fund budget and extend the usage of New Temple Park Snack Bar until July 31, 2020.

[South El Monte National Little League Letter](#)

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 EPIPHANY CATHOLIC SCHOOL REQUESTING SPONSORSHIP FOR THEIR 60TH DIAMOND GALA CELEBRATION ON MARCH 21, 2020

Epiphany Catholic School is a 501(c)(3) Non-Profit institution, the school depends on fundraisers to supplement the full cost of education for deserving students in South El Monte and are looking to raise \$80,000.

RECOMMENDED ACTION: Staff recommends the City Council review the request from Epiphany Catholic School for the Annual Diamond Gala and choose the \$500 Flapper Level. Previous action taken by the City Council is to adhere to a \$500 limit.

[Request Letter](#)

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER RICHARD ANGEL

1. Corrugated Buildings on Potrero and Rush
2. Food Truck at 1954 Central Avenue

12.b. MAYOR GLORIA OLMOS

1. Discussion on Safety Measures Regarding Solicitors

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Discussion of potential for initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - 2 potential cases.

14. RECESS COUNCIL MEETING

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

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

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

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. MINUTES

Staff seeks Board approval of the Minutes of the January 28, 2020 Regular meeting.

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

[Minutes](#)

20. EXECUTIVE DIRECTOR'S AGENDA None.

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING March 10, 2020, 5:30 p.m.

IN MEMORY OF YOLANDA DEL RIO, PATRIOTIC COMMISSIONER, FORMER COMMUNITY SERVICES COMMISSIONER AND LONG TIME SOUTH EL MONTE RESIDENT



1

**LAUNCHED IN 1983, LIFE STEPS EMPOWERS
PEOPLE WITH DEVELOPMENTAL DISABILITIES
AND SENIORS TO LIVE INDEPENDENTLY IN THEIR
OWN COMMUNITIES.**

WHO WE SERVE

- Our program participants reflect California's rich ethnic and cultural diversity
 - Children and Families
 - (Infant/Toddler In-Home Services)
 - Adults, Older Adults and Seniors
 - (Independent and Supported Living Services, Mobility Training and Life Skills Training, Family Support/Parenting, Adult Day Health Care/Community-Based Adult Services, Homemaker and Personal Care Services)



CHILDREN DIAGNOSED WITH DELAYS

- We foster their growth through the following
 - Early Intervention Services in South El Monte areas
 - Wee Play Center Based Program
 - All services are free for the family and children
 - All referrals can be made by parents, teachers, pediatrician



(AGES 0-3)INFANT/TODDLER IN-HOME EARLY INTERVENTION SERVICES

- We foster their growth through the following
 - The overall goal is to help the child achieve his or her optimal.
 - We provide the services on a one-to-one basis.
 - We work on the child's overall developmental domains with his/her parents (Cognition, Language, Motor, Social-emotion and Self-help Development).
 - The program is based in play activities best suited for the child's developmental age.
 - We determine the activities with parents' input and guidance, which factors in the main concerns and goals for their child, including his or her unique strengths and needs.



OUR IMPACT – WITNESSING THE STEPS TO CHANGE

- When you hear one of our toddlers overcome speech delay by making the first sound or saying the first word.
- When you see one of our toddlers overcome motor development delay by sitting independently, crawling without support and taking the first step.
- When you see our clients' parents feel confident about handling their children's behaviors by using positive discipline.



WE NEED YOUR SUPPORT

- EARTH DAY 5K
RUN/WALK Saturday,
April 18, 2020
- Whittier Narrows Recreation Area -
Legg Lake
- Location: Whittier Narrows Recreation
Area Santa Anita Rd., S. El Monte, CA
91733



EARTH DAY 5K RUN/WALK

TO SUPPORT CHILDREN AND ADULTS WITH DEVELOPMENTAL DISABILITIES



Visit **ED5K.ORG** to register

Saturday, April 18, 2020

Run time 8:00 am - 10:30 am

Registration check-in starts 6:30 am

Whittier Narrows Recreation Area - Legg Lake

751 South Santa Anita Ave.

South El Monte, CA 91733

For more information, please contact us at
(562) 699-4991 or info@lifestepsfoundation.org.

Raffle prizes, activities for children, and much more!

*Parking is available on a first come, first serve basis.

Rain or shine we hope to see you there!

Sponsorship is available. Contact us for more information.

LIFE STEPS FOUNDATION IS A 501(C)3 ORGANIZATION.

FOLLOW US AT:



LIFESTEPSFOUNDATION



LIFESTEPSFOUNDATION



LSFNDN



City Council Agenda Report

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

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks City Council approval of the Minutes of the Adjourned Regular and Regular meetings of February 11, 2020.

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

ATTACHMENTS:

[Minutes](#)

**CITY OF SOUTH EL MONTE
ADJOURNED REGULAR MEETING MINUTES
FEBRUARY 11, 2020 5:30 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. ROLL CALL

Mayor Olmos called the meeting to order at 5:33 p.m.

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

ABSENT: Councilmember: Delgado.

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

2. APPROVAL OF AGENDA

Mayor Olmos announced the City Council would not recess to Closed Session.

A motion was made by Angel, seconded by Retamoza and carried (4 - 0, Delgado "absent") to approve the agenda as amended.

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

NAYS: None.

ABSENT: Councilmember: Delgado.

Councilmember Delgado arrived to the meeting at 5:55 p.m.

3. PRESENTATIONS

a. PRESENTATION ON STATE OF THE HOMELESSNESS IN SOUTH EL MONTE BY CORRAL CONSULTING

Mr. Richard Corral presented a PowerPoint entitled Homelessness Overview that included data on the 2018 vs. 2019 South El Monte Homeless Count, LA County Homeless Service System, State Funding, LA County Funding, San Gabriel Valley Council of Governments Funding, and Tri-City Homeless Cohort (Baldwin Park, El Monte and South El Monte).

In conclusion, Mr. Corral stated the Tri-City Homelessness Cohort received \$1.07 million from the LA County Homeless Initiative (Measure H) grant that supports coordinated strategies and collaborative partnerships to combat homelessness, and holds bi-monthly planning meetings to develop strategies and budgets for projects across all three cities.

The City Manager stated the Orange County settlement agreement for cities who were served lawsuits negotiated the amount of shelter beds they needed in order

to enforce anti-nuisance and anti-camping laws within their cities, and although South El Monte does not have to enter into the settlement agreement, the Tri-City Homeless Cohort will be using some of their language and resolutions to provide the correct amount of shelter beds needed and to enforce anti-nuisance and anti-camping ordinances within the City.

The City Attorney stated the City of Cypress entered into the Orange County settlement agreement and as their City Attorney he spent the past year working with them on the document.

In response to Councilmember Acosta's questions, Mr. Corral stated the homeless count numbers are official numbers from the Los Angeles County Homeless Count, the homeless concentration in the San Gabriel Valley increased for families and seniors, the numbers for the Tri-City Cohort decreased, however, the numbers increased in cities that have adjoining large public spaces such as Whittier Narrows Park, and stated an example of a coordinated strategy would be to set up a service coordination hub at the El Monte Transit Center as well as satellite locations in South El Monte and Baldwin Park for an individual to engage with homeless individuals and coordinate services across all three cities.

4. **PUBLIC COMMENT**

Mayor Olmos opened public comment.

Jose Robles, South El Monte Resident, requested the City's help to pay for his son to attend Junior Day football program and to pay for a street sweeping citation.

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

5. **CLOSED SESSION**

The City Council did not recess to closed session.

a. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT CODE SECTION 54957**

Title: City Manager

b. **PUBLIC EMPLOYEE APPOINTMENT - GOVERNMENT CODE SECTION 54957**

Title: Assistant City Manager

6. **ADJOURNMENT**

There being no further business coming before this body, Mayor Olmos adjourned the meeting at 6:04 p.m.

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
FEBRUARY 11, 2020 6:00 P.M.
COUNCIL CHAMBERS
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CA 91733**

1. ROLL CALL

Mayor Olmos called the meeting to order 6:12 p.m.

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

Also present: (City Attorney) Anthony R. Taylor, (City Manager) Rachel Barbosa, (City Clerk) Rose Juarez, (Public Works Director) Rene Salas, (Deputy City Clerk) Paola Lara, and (Senior Services Supervisor) Andres Gonzalez.

2. PLEDGE OF ALLEGIANCE

Councilmember Acosta led the Pledge of Allegiance.

3. INVOCATION

Pastor Don Antelo, Calvary Chapel of South El Monte, offered the Invocation.

4. PRESENTATIONS None.

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

Councilmember Delgado requested to pull Item 7.f. for discussion.

A motion was made by Angel, seconded by Delgado and carried (5 - 0) to approve the agenda as amended, pull Item 7.f. from the Consent Calendar for discussion, and waive full reading of ordinances.

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

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

Edward Salceda, South El Monte Resident, requested information on Measure M, Metrolink route, and asked if the Mayans Development project is paying prevailing wages and Quimby funds.

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

7. **CONSENT CALENDAR**

a. **MINUTES**

Staff seeks City Council approval of the Minutes of the Adjourned Regular and Regular meetings of January 28, 2020.

b. **WARRANTS**

Authorizing payment of City expenditures for the period of January 29, 2020 through February 11, 2020 totaling \$591,340.14.

c. **CITY MANAGER'S WEEKLY INFORMATIONAL ITEMS**

Report on staff activities beginning the week of January 20, 2020 and ending the week of January 30, 2020.

d. **ADOPT RESOLUTION NO. 20-08, EXECUTING THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST JOINT EXERCISE OF POWERS AGREEMENT**

In October of 2019, Governor Gavin Newsom signed Senate Bill 751, legislation that allows the cities in the San Gabriel Valley and the County of Los Angeles to form the San Gabriel Valley Regional Housing Trust (SGVRHT) Joint Powers Authority (JPA). SGVRHT is intended to provide a stronger opportunity for San Gabriel Valley cities to attract and secure funding for supportive housing and affordable housing projects.

e. **ADOPT RESOLUTION NO. 20-09, APPROVING AMENDMENT NO. 6 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES**

On July 1, 2016, a four-year agreement between the County of Los Angeles ("County") and the City of South El Monte (City) came into effect to assist with the funding for the City of South El Monte's Elderly Nutrition Program Services. This Amendment will increase the allocated unit rates by fourteen percent (14%) for each funded Service Category. When funds become available, the County will increase its funding for Fiscal Year (FY) 2019-20 only.

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to approve the Consent Calendar with the exception of Item 7.f.

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

NAYS:None.

ITEM PULLED FROM THE CONSENT CALENDAR FOR DISCUSSION

f. **ADOPT RESOLUTION NO. 20-10, APPROVING THE CONTRACT EXTENSION WITH ADVANCED MICROCOMPUTING CONCEPTS FOR INFORMATION TECHNOLOGY (I.T.) SERVICES, FOR A TERM OF 3 YEARS, IN AN AMOUNT NOT-TO-EXCEED \$392,688, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$622,376, AND APPROVING AN APPROPRIATIONS REQUEST OF \$61,388 FOR FISCAL YEAR (FY) 2019/20 TO COMPENSATE AMC FOR PROVIDED SERVICES**

Councilmember Delgado questioned where the funds would come from to pay for the services AMC will be providing being that the City is in a budget deficit of nearly \$900,000.

The City Manager stated the not to exceed contract amount would be factored into future budgets, and as the City continues to reconcile the books additional funds have been found, therefore, the budget deficit will not be as great as was originally presented to the City Council when the budget was adopted. Additionally, protecting the City's data is a critical priority and an investment that must be made and the City Council previously approved a budget to update the technology and that plan is moving forward.

Marissa Marquez, representing AMC, stated the company is looking to change the City into a different licensing structure to increase security tools and reduce risks and Anthony Chiappetta would be able to provide information and the protection system that is currently in place.

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to adopt Resolution No. 20-10, approving the contract extension with Advanced Microcomputing Concepts (AMC) for I.T. services, for a term of 3 years, in an amount not-to-exceed \$392,688, for a total not-to-exceed contract amount of \$622,376, and approving an appropriations request of \$61,388 for FY 2019/20 to compensate AMC for provided services.

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

8. **PUBLIC HEARINGS** None.

9. **GENERAL BUSINESS**

a. **REQUEST AUTHORIZATION FOR CITY STAFF TO FULLY RELEASE WATER AND STREET IMPROVEMENT BONDS (IRREVOCABLE LETTER OF CREDIT 18-SB-5208 ISSUED BY CITIZENS BANK DATED FEBRUARY 12, 2019 RELATED TO THE SUBDIVISION IMPROVEMENT AGREEMENT OF FINAL MAP NO. 72012, 1114 MERCED AVENUE)**

The Public Works Director presented the staff report.

A motion was made by Delgado, seconded by Angel and carried (5 - 0) to authorize City staff to release water and street performance bond (Irrevocable Letter of Credit 18-SB-5208 issued by Citizens Bank dated February 12, 2019 related to the subdivision improvement agreement of Final Map No. 72012 in the amount of \$34,653.01).

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

b. **WAIVE VALUATION FEE AND REDUCE BUILDING INSPECTION FEES RELATED TO THE MAYANS DEVELOPMENT PROJECT TO PRE-OCTOBER 2017 FEE SCHEDULE**

The Public Works Director presented the staff report.

The City Attorney stated a developers request to waive fees has a legal requirement to pay prevailing wages and to his understanding it had already been addressed with the developer and they are paying prevailing wages on the project. Further, it is his recommendation that Staff bring back a resolution at the next City Council meeting to formalize this action taken by the City Council.

Moved by Angel, seconded for discussion by Delgado, to approve the request to waive the 1% valuation fee and reduce the building inspection fees to the City's pre-October 2017 fee schedule, and direct staff to bring back a resolution to formalize the action taken by the City Council.

Councilmember Delgado confirmed that Mayans Development is paying prevailing wages and Quimby fees are being paid.

A motion was made by Angel, seconded by Delgado and carried (5 - 0) to approve the request to waive the 1% valuation fee and reduce the building inspection fees to the City's pre-October 2017 fee schedule, and direct Staff to bring back a resolution to formalize the action taken by the City Council.

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

NAYS:None.

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

Councilmember Acosta provided a report on his attendance at the Senior Center's Census Town Hall meeting.

Councilmember Delgado provided a report on his attendance at the Foothill Transit Board meeting.

Mayor Olmos provided a report on her attendance at the SGVCOG City Selection meeting, ICSC conference, SEM Employee Star Award luncheon, Census Count Committee meeting, Community Services Commission meeting, Greater El Monte Hospital meeting, SGVCOG Homeless meeting, Senior Center's Census Town Hall meeting, and South El Monte High School basketball game.

11. **CORRESPONDENCE** None.

12. **COUNCILMEMBERS' AGENDA**

a. **COUNCILMEMBER MANUEL ACOSTA**

1. **Update on Resolution to a New City Financial Policy**

Councilmember Acosta stated the City needs to stop inappropriate spending, such as the warrant paid for insufficient funds that incurred penalties for Councilmember Delgado, or if the City decides to continue this practice there should be a written policy in place to have an approval/denial process so that it does not become an auditing issue, and he questioned what the City is going to do in terms of a written policy.

Councilmember Delgado stated he objects to inappropriate spending as the City was at fault for writing a check and not providing funds to cover it, there

are policies in place and the only reason it was brought back to the City Manager at the time was because the check was redeposited again and the City did not have the funds to cover it and documentation was provided. Additionally, after talking with the City Manager, early checks will not be considered in order to avoid this in the future and he suggested it would be easier to streamline the process by making warrants paid on the first of every month.

In response to Councilmember Angel's question, the City Manager stated the City's practice for payroll is to transfer the exact amount to the account it comes from, Councilmember Delgado was issued an advanced check and attempted to cash the check before the issue date, because money was not transferred until the date of payroll it caused overcharges as his bank kept attempting to cash the check, there was a request made to contact his bank to ask them to stop but it continued so the City reimbursed Councilmember Delgado for those charges on his account. Additionally, the City does have the funds and will continue to transfer the payroll on the issue date and will be able to cover all payroll checks.

The City Manager confirmed that the City's financial policy was approved in November 2017, a resolution will be brought back to the City Council once the new finance director is hired to include additional financial policies that will tighten spending procedures and advancements issued to staff, vendors, and Councilmembers, and payroll will be on a normal rotation with no more exceptions made.

b. **MAYOR PRO TEM GRACIE RETAMOZA**

1. **Request Report Regarding AB 5 Legislation and How It May Affect the Current Independent Contractors Working for the City**

The City Attorney stated AB 5 would not have a huge impact for most City contracts because if the City has a position that they fill, from a contractors standpoint, most of those agreements require indemnification and the contractor the City is contracting with to take care of workers compensation and benefits for their employees. The hypothetical situation where a City could get in trouble under AB 5 would be if the City took a particular position and replaced it with an individual, not a company, and did not pay them benefits. Also, most cities fill positions by hiring companies that pay the full benefits for their employees or hire consultants that aren't under AB 5 because they are entirely separate and not filling a direct city function.

c. **MAYOR GLORIA OLMOS**

1. **Discussion on Safety Measures Regarding Solicitors**

Mayor Olmos directed staff to implement Section 5.24. of the Municipal Code which addresses door to door solicitation and the revocation of permit for false pretenses and misrepresentation and spoke of her concern with the person who is going door to door to get signatures by stating it's for school and street improvements when it's really about cannabis.

Mayor Olmos advised the public to know what they are signing and announced that the Census group will be in the City in March or April, they

will have census identification and will not ask for any personal information or signatures.

Councilmember Angel inquired if people hired by a consultant agency to collect signatures would need a permit because a person claiming to have been hired by a consultant went to his home to collect signatures; Mayor Olmos stated according to the City's policy they would need a permit.

Councilmember Delgado inquired if groups such as the Girl Scouts, Mormons, Jehovah Witness, construction workers, and elected officials would have to obtain a solicitor permit and stated it is a freedom of speech and a first amendment right and enforcement may seem like a particular individual or interest is being singled out. He advised the public to be informed about what they are signing and what information is presented to them.

Mayor Olmos stated all of those examples are included in the municipal code and the Sheriff's Department will only be called a group is misrepresenting the truth.

Councilmember Angel stated the difference between groups like the Girl Scouts and Jehovah Witness is that they are not asking for signatures and once you sign your name and address it is then a legal document and becomes a record.

Councilmember Acosta stated he concurs with Councilmember Angel's comments, however, there is a difference between a person speaking on what they believe and a person misrepresenting when asking for a signature. With regard to elected officials a fee is paid to the City for the privilege to campaign and covers the soliciting permit requirement.

Councilmember Delgado stated it is the City Council's decision if they want to be technical and requested that the policy be uniform and followed across the board.

Mayor Olmos stated the policy is uniform and covers all the groups, the key factor and concern is the misrepresentation of lies and deception going on, not the organizations that are operating lawfully.

2. Implement Soliciting Permit Fees and Add Peddling to Licensing

Item 12.c.2. was discussed with Item 12.c.1.

13. CLOSED SESSION

The City Council did not recess to closed session.

a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION GOVERNMENT CODE SECTION 54957

Title: City Manager

b. PUBLIC EMPLOYEE APPOINTMENT - GOVERNMENT CODE SECTION 54957

Title: Assistant City Manager

14. **ADJOURNMENT**

There being no further business coming before this body Mayor Olmos adjourned the meeting at 7:00 p.m. to February 25, 2020 at 5:30 p.m.

In memory of former Mayor of the City of Industry, David Perez.

Rose Juarez, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

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

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Christina Navarro, Accounting Technician

SUBJECT: WARRANTS

SUMMARY: Authorizing payment of City expenditures for the period of February 12, 2020 through February 25, 2020 totaling \$448,226.08.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-11, authorizing payment of City expenditures.

ATTACHMENTS:
[Resolution No. 20-11](#)

RESOLUTION NO. 20-11

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF FEBRUARY 12, 2020 THROUGH FEBRUARY 25, 2020 TOTALING \$448,226.08

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.



City Manager

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	02/12/20-02/25/20	3927-3934	70,635.90
FY 19/20	Hand Typed Warrants	02/12/20-02/25/20	135380-135393	35,468.96
FY 19/20	Regular Warrants	02/12/20-02/25/20	135394-135480	225,474.81
Payroll	Checks	PPE 01/26/20-02/08/20	27071-27082	10,562.45
Payroll	Direct Deposit	PPE 01/26/20-02/08/20	756032-756135	106,083.96
	Total Warrants			\$448,226.08

TOTAL EXPENDITURES RESOLUTION NO. 20-11 \$448,226.08

PASSED, APPROVED, AND ADOPTED this 25th day of February 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. 20-11, 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 25th day of February 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 2/25/2020

Date: 2/18/2020

Time: 03:09PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701710	AT&T MOBILITY	3927	2/5/2020	12/19-1/18/20 SEM NEW	48.17
20	011101110		3927	2/5/2020	12/19-1/18/20 SHERIFF	55.92
20	011301310		3927	2/5/2020	12/19-1/18/20 FINANCE	88.08
20	011701740		3927	2/5/2020	12/19-1/18/20 PUBLIC	90.65
20	011001020		3927	2/5/2020	12/19-1/18/20 ADMIN	92.38
20	011201210		3927	2/5/2020	12/19-1/18/20 CITY CL	154.40
20	011401430		3927	2/5/2020	12/19-1/18/20 CODE	205.15
20	011001010		3927	2/5/2020	12/19-1/18/20 COUNCIL	782.80
20	011701710		3927	2/5/2020	12/19-1/18/20 SEM NEW	-48.17
20	011101110		3927	2/5/2020	12/19-1/18/20 SHERIFF	-55.92
20	011301310		3927	2/5/2020	12/19-1/18/20 FINANCE	-88.08
20	011701740		3927	2/5/2020	12/19-1/18/20 PUBLIC	-90.65
20	011001020		3927	2/5/2020	12/19-1/18/20 ADMIN	-92.38
20	011201210		3927	2/5/2020	12/19-1/18/20 CITY CL	-154.40
20	011401430		3927	2/5/2020	12/19-1/18/20 CODE	-205.15
20	011001010		3927	2/5/2020	12/19-1/18/20 COUNCIL	-782.80
20	011701710		3929	2/5/2020	10/19-11/18/19 SEM	48.40
20	011101110		3929	2/5/2020	10/19-11/18/19 SHERIF	54.80
20	011301310		3929	2/5/2020	10/19-11/18/19 FINANC	66.34
20	011701740		3929	2/5/2020	10/19-11/18/19 PWORKS	89.01
20	011001020		3929	2/5/2020	10/19-11/18/19 ADMIN	113.88
20	011201210		3929	2/5/2020	10/19-11/18/19 CCLERK	153.06
20	011401430		3929	2/5/2020	10/19-11/18/19 CODE	203.44
20	011001010		3929	2/5/2020	10/19-11/18/19 COUNCI	919.20
20	011701710		3929	2/5/2020	10/19-11/18/19 SEM	-48.40
20	011101110		3929	2/5/2020	10/19-11/18/19 SHERIF	-54.80
20	011301310		3929	2/5/2020	10/19-11/18/19 FINANC	-66.34
20	011701740		3929	2/5/2020	10/19-11/18/19 PWORKS	-89.01
20	011001020		3929	2/5/2020	10/19-11/18/19 ADMIN	-113.88
20	011201210		3929	2/5/2020	10/19-11/18/19 CCLERK	-153.06
20	011401430		3929	2/5/2020	10/19-11/18/19 CODE	-203.44
20	011001010		3929	2/5/2020	10/19-11/18/19 COUNCI	-919.20
						\$0.00
20	05	CALPERS RETIREMENT	3931	2/10/2020	RATE 23047 CLASSIC 2	1,147.85
20	05		3931	2/10/2020	RATE 27216 PEPRA	7,044.56
20	05		3931	2/10/2020	RATE 685 CLASSIC	10,312.77
						\$18,505.18
20	05	DEPARTMENT OF THE TREASURY	3932	2/12/2020	MED PPE 2/8/20	4,501.34
20	05		3932	2/12/2020	FEDERAL PPE 2/8/20	12,974.69
20	05		3932	2/12/2020	FICA PPE 2/8/20	19,247.08
						\$36,723.11
20	05	EMPLOYMENT DEVELOPMENT DEPT.	3933	2/12/2020	PPE 2/8/20 TNG W/H	58.78
20	05		3933	2/12/2020	PPE 2/8/20 UI W/H	2,244.20
20	05		3933	2/12/2020	PPE 2/8/20 STATE W/H	4,356.31
						\$6,659.29

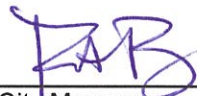
City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:09PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	05	HARTFORD INSURANCE	3928	2/5/2020	2/1-29/20	5,865.96
						\$5,865.96
20	011501530	SAM'S CLUB DIRECT	3930	2/6/2020	CUPS 4 NEW YEARS	24.21
20	011501530		3930	2/6/2020	SPIRIT WEEK RAFFLES	35.16
20	011501530		3930	2/6/2020	SR CTR SPECIAL EVENTS	53.04
20	063003010		3930	2/6/2020	FOOD SUPP 4 NUTR PRGM	148.58
20	063003010		3930	2/6/2020	FOOD SUPP 4 NUTR PRGM	245.52
20	011501540		3930	2/6/2020	AFTERSCHOOL PRGM SUPP	255.04
20	011501540		3930	2/6/2020	XMAS AFTER SCH PARTY	300.93
20	011701710		3930	2/6/2020	COUNCIL MEET'G SUPPLY	420.23
						\$1,482.71
20	05	STATE DISBURSEMENT UNIT	3934	2/12/2020	CASE 0980438	150.00
20	05		3934	2/12/2020	CASE 1457313	603.50
20	05		3934	2/12/2020	CASE 200000002135289	646.15
						\$1,399.65

Report Total **70,635.90**



 City Manager

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011401430	ACEC-CA	135394	2/25/2020	2020 CEQA GUIDELINES	93.59
						\$93.59
20	011001050	ADAM APODACA	135400	2/25/2020	LIVE SCAN REIMBURSEME	20.00
						\$20.00
20	011301330	ADVANCED MICROCOMPUTING CONCE	135395	2/25/2020	FEB 20 OFFICE 365	2,028.60
20	011301330		135395	2/25/2020	FEB 20 REMOTE SRVC	8,750.00
20	011301330		135395	2/25/2020	FEB 20 CLOUD SRVC	750.00
						\$11,528.60
20	011701020	AIRGAS USA, LLC	135397	2/25/2020	SAFETY GLOVES 4 STAFF	1,331.72
						\$1,331.72
20	011001050	ALBERT GUEVARA	135429	2/25/2020	LIVE SCAN REIMBURSMEN	20.00
						\$20.00
20	011001030	ALESHIRE & WYNDER, LLP	135398	2/25/2020	PROF SRVC 12/31 ADDL	363.15
20	011001030		135398	2/25/2020	PROF SRVC 12/31 ADDL	2,185.50
20	011001030		135398	2/25/2020	PROF SRVC 12/31 CODE	2,332.30
20	011001030		135398	2/25/2020	PROF SRVC 12/31 LITIG	3,125.50
20	011001030		135398	2/25/2020	PROF SRVC SPEC. PROJ	4,062.00
20	011001030		135398	2/25/2020	PROF SRVC 12/31 PW	6,074.00
20	011001030		135398	2/25/2020	PROF SRVC 12/31 FINAN	7,374.50
20	011001030		135398	2/25/2020	PROF' SRVC 12/31 GEN	10,287.25
20	011001030		135398	2/25/2020	PROF SRVC 12/31 PLAN	14,754.50
						\$50,558.70
20	011501530	AMAZON CAPITAL SERVICES, INC	135399	2/25/2020	CASE 4 CRICUT MACHINE	25.99
20	011601670		135399	2/25/2020	WHEEL 4 DRAGGER MVD	28.59
20	011601660		135399	2/25/2020	WHEEL 4 DRAGGER SHIVE	28.59
20	011601650		135399	2/25/2020	WHEEL 4 DRAGGER NTP	28.59
20	011601610		135399	2/25/2020	TAPE 4 STAIRS @CCOMM	29.64
20	011101170		135399	2/25/2020	SFTY VEST M.SALAZAR	33.12
20	448008010		135399	2/25/2020	IPHONE CHARGER	33.98
20	011501530		135399	2/25/2020	TIX/RAFFLE TUMBLER	57.48
20	011701720		135399	2/25/2020	TIMECLOCK 4 MTC YARD	164.99
20	011001010		135399	2/25/2020	DR SEUSS 4 CITY COUNC	218.65
						\$649.62
20	011511541	ANDREW WING	135478	2/25/2020	2/1/20 BBALL REF	108.00
20	011511541		135478	2/25/2020	2/8/20 BBALL REF	108.00
						\$216.00
20	011701720	AQUA PURE DRINKING WATER	135401	2/25/2020	H2O 4 YARD DEC 19	24.32
20	011701720		135401	2/25/2020	H2O 4 YARD JAN 20	43.97
						\$68.29
20	011511543	ASCAP	135402	2/25/2020	2/1/20-1/31/21 MUSIC	363.50
						\$363.50
20	011301330	AT&T	135403	2/25/2020	1/2-2/1/20 BAN	19.73
20	011301330		135403	2/25/2020	1/7-2/6/20 BAN	20.79

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011301330	AT&T...	135403	2/25/2020	1/7-2/6/20 BAN	20.79
20	011301330		135403	2/25/2020	1/6-2/5/20 BAN	20.80
20	011301330		135403	2/25/2020	1/7-2/6/20 BAN	21.32
20	011301330		135403	2/25/2020	1/7-2/6/20 BAN	23.94
20	011301330		135403	2/25/2020	12/28-1/27/20 BAN	42.27
						\$169.64
20	011701710	AT&T MOBILITY	135381	2/5/2020	12/19-1/18/20 SEM NEW	48.17
20	011701710		135381	2/5/2020	10/19-11/18/19 SEM NE	48.40
20	011101110		135381	2/5/2020	10/19-11/18/19 SHERIF	54.80
20	011101110		135381	2/5/2020	12/19-1/18/20 SHERIFF	55.92
20	011301310		135381	2/5/2020	10/19-11/18/19 FINANC	66.34
20	011301310		135381	2/5/2020	12/19-1/18/20 FINANCE	88.08
20	011701740		135381	2/5/2020	10/19-11/18/19 PWORKS	89.01
20	011701740		135381	2/5/2020	12/19-1/18/20 PWORKS	90.65
20	011001020		135381	2/5/2020	12/19-1/18/20 ADMIN	92.38
20	011001020		135381	2/5/2020	10/19-11/18/19 ADMIN	113.88
20	011201210		135381	2/5/2020	10/19-11/18/19 CCLERK	153.06
20	011201210		135381	2/5/2020	12/19-1/18/20 CCLERK	154.40
20	011401430		135381	2/5/2020	10/19-11/18/19 CODE	203.44
20	011401430		135381	2/5/2020	12/19-1/18/20 CODE	205.15
20	011001010		135381	2/5/2020	12/19-1/18/20 COUNCIL	782.80
20	011001010		135381	2/5/2020	10/19-11/18/19 COUNCI	919.20
						\$3,165.68
20	448008010	AUTOZONE	135404	2/25/2020	RPLC REMOTE BATTERY#6	13.18
20	011701740		135404	2/25/2020	MOTOROIL 4 UNIT#K-2	18.69
20	011701740		135404	2/25/2020	COOLANT OIL 4 GARAGE	79.17
						\$111.04
20	011601620	BEARINGS & DRIVES, INC.	135405	2/25/2020	BELTS 4 AC @ SCTR	51.40
20	011601610		135405	2/25/2020	BELTS 4 AC @ CCTR	94.58
						\$145.98
20	011601660	BSN SPORTS	135407	2/25/2020	EQU/DRAG FIELD SHIVE	238.12
20	011601670		135407	2/25/2020	EQU/DRAG FIELDS MVD	238.12
20	011601650		135407	2/25/2020	EQU/DRAG FIELDS NTP	476.23
						\$952.47
20	011301320	BUREAU VERITAS NORTH AMERICAN IN	135382	2/5/2020	12/1-31/19 INSPECTION	640.00
20	011401440		135408	2/25/2020	BUSINESS LICENSE INSP	640.00
20	011401440		135408	2/25/2020	EMERGENCY INSPECT	720.00
						\$2,000.00
20	011701020	CALIFORNIA COMMUNICATIONS	135409	2/25/2020	WIRELESS BRIDGE JAN20	680.00
						\$680.00
20	05	CALIFORNIA TEAMSTERS LOCAL 911	135383	2/5/2020	FEB 20 ADMIN	230.00
20	05		135383	2/5/2020	FEB 20 MISC	1,216.00
						\$1,446.00

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011501510	CESIAH ROMO	135457	2/25/2020	FEB 20 CS MEETING	100.00
						\$100.00
20	011601610	CINTAS CORP. #693	135410	2/25/2020	MAT CLEAN'G SVCS CCTR	44.71
20	011601610		135410	2/25/2020	MAT CLEAN'G SVC CCTR	44.71
20	011601610		135410	2/25/2020	MAT CLEAN'G SVC CCTR	44.71
20	011701710		135410	2/25/2020	MAT CLEAN'G SVCS CHAL	63.92
20	011701710		135410	2/25/2020	MAT CLEAN'G SVCS CHAL	63.92
20	011701710		135410	2/25/2020	MAT CLEAN'G SVC CHALL	63.92
20	011601620		135410	2/25/2020	MAT CLEAN'G SVC SCTR	85.99
20	011601620		135410	2/25/2020	MAT CLEAN'G SVC SCTR	85.99
20	011601620		135410	2/25/2020	MAT CLEAN'G SVC SCTR	85.99
						\$583.86
20	011701740	CITY OF EL MONTE-FINANCE DEPT.	135411	2/25/2020	4/1-11/30/19 #28	639.47
						\$639.47
20	011001040	CIVICPLUS, LLC	135380	2/3/2020	1ST INSTALL WEBSITE	9,334.80
						\$9,334.80
20	011001010510	COMMUNITY PARTNERS	135386	2/10/2020	WELL 2020 CONFERENCE	325.00
						\$325.00
20	011001050	CONCENTRA	135413	2/25/2020	REG UDS S.SAAVEDRA	45.00
20	011001050		135413	2/25/2020	PHY LVL K.ACEVES	206.00
						\$251.00
20	05	CONSERVE, AGENT FOR NYSHESC	135392	2/12/2020	PPE 2/8/20 H.DELGADO	209.00
						\$209.00
20	689009000	COUNCIL FOR WATERSHED HEALTH	135414	2/25/2020	NOV 19 GRWY#407	5,988.09
20	689009000		135414	2/25/2020	OCT 19 GRWY PJT#407	16,055.15
20	689009000		135414	2/25/2020	SEP 19 GRWY PJT#407	27,713.65
						\$49,756.89
20	011701750	DAKOTA BACKFLOW CO.	135415	2/25/2020	BACKFLOW CERTIFICATIO	715.00
						\$715.00
20	011601620	DDC ELECTRIC SUPPLY, INC.	135416	2/25/2020	MAINT 4 SR CTR ICEMAK	219.99
						\$219.99
20	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFIC	135417	2/25/2020	FINGERPRINTING APPS	64.00
						\$64.00
20	01	DESIREE MONCHEZ	135442	2/25/2020	MVD1/18/20 RVS REFUND	50.00
						\$50.00
20	063003020	DRIFTWOOD DAIRY, INC	135419	2/25/2020	MILK&BREAD NUTRI PRGM	14.26
20	063003020		135419	2/25/2020	MILK&BREAD NUTRI PRGM	21.79
20	063003010		135419	2/25/2020	MILK&BREAD NUTRI PRGM	128.38
20	063003010		135419	2/25/2020	MILK&BREAD NUTRI PRGM	196.18
						\$360.61
20	011601660	ECOLAB PEST ELIM. DIVISION	135388	2/10/2020	PC FEB 19 @SHIVELY	28.84

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601660	ECOLAB PEST ELIM. DIVISION...	135388	2/10/2020	PC NOV 19 @ SHIVELY	28.84
20	011601660		135388	2/10/2020	PC DEC 19 @ SHIVELY	28.84
20	011601660		135388	2/10/2020	PC JAN 20 @ SHIVELY	28.84
20	011601650		135388	2/10/2020	PC JAN 20 @ NTP	30.42
20	011601650		135388	2/10/2020	PC NOV 19 @ NTP	30.42
20	011601650		135388	2/10/2020	PC DEC 19 @ NTP	30.42
20	011601650		135388	2/10/2020	PC FEB 19 @ NTP	30.42
20	011601610		135388	2/10/2020	PC FEB 19 @COMM CTR	69.18
20	011601610		135388	2/10/2020	PC NOV 19 @ COMM CTR	69.18
20	011601610		135388	2/10/2020	PC DEC 19 @ COMM CTR	69.18
20	011601610		135388	2/10/2020	PC JAN 20 @ COMM CTR	69.18
20	011701720		135388	2/10/2020	PC NOV 19 @ CITY YARD	144.14
20	011701720		135388	2/10/2020	PC NOV 19 @ CITY YARD	144.14
20	011701720		135388	2/10/2020	PC JAN 20 CITY YARD	144.14
20	011701710		135388	2/10/2020	PC NOV 19 @ CITY HALL	194.39
20	011701710		135388	2/10/2020	PC OCT 19 @ CITY HALL	194.39
20	011701710		135388	2/10/2020	PC DEC 19 @ CITY HALL	194.39
20	011701710		135388	2/10/2020	PC JAN 20 @ CITY HALL	194.39
20	011601620		135388	2/10/2020	PC OCT 19 @ SR CTR	245.60
20	011601620		135388	2/10/2020	PC DEC 19 @ SR CTR	245.60
20	011701710		135388	2/10/2020	MOSQUITO SEP 19@CHALL	1,150.00
						\$3,364.94
20	011001010	EL MONTE PRINTING	135420	2/25/2020	TAX	9.00
20	011001010		135420	2/25/2020	BUS CARDS G.RETAMOZA	45.00
20	011001010		135420	2/25/2020	BUS CARDS M.ACOSTA	45.00
						\$99.00
20	011701750	EWING IRRIGATION	135421	2/25/2020	IRRIG RPR THIENES	6.63
20	011601670		135421	2/25/2020	RAKES 4 MVD PARK	12.26
20	011601650		135421	2/25/2020	RAKES 4 NTP	12.26
20	011701750		135421	2/25/2020	RPL STRAPS 4 SPRAYERS	37.16
20	011701750		135421	2/25/2020	CITYWIDE HERBICIDE	131.03
20	011601650		135421	2/25/2020	MOUND BRICKS NTP	162.79
20	011701720		135421	2/25/2020	IRRIG RPR SUPP 4 YARD	208.03
						\$570.16
20	011001050	FEDEX	135422	2/25/2020	BETTA PHONE RTN/CHRG	26.55
						\$26.55
20	011501510	GERARDO DIAZ	135418	2/25/2020	FEB 20 CS MEETING	100.00
						\$100.00
20	011001040	GOGOVAPPS, INC	135424	2/25/2020	4/20-3/2021 SUBSCRIPT	4,884.00
						\$4,884.00
20	011301310	GOVERNMENT STAFFING SERVICES, IN	135425	2/25/2020	1/21-1/30/20 U.HENRY	3,465.00
						\$3,465.00
20	011301330	GOVINVEST INC.	135426	2/25/2020	GASB 68 REPORT	3,300.00

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$3,300.00
20	011601620	GRANT'S TRUE VALUE HARDWARE	135427	2/25/2020	DOORBELLS-ENTRANCE	18.69
20	011701710		135427	2/25/2020	THRESHOLD RPL CHALL	19.79
20	011701710		135427	2/25/2020	DUCT TAPE VENTS	21.96
20	011601620		135427	2/25/2020	SR CTR DISHWASHER RPR	21.98
20	011601650		135427	2/25/2020	ELECTRIC BOX NTP	37.36
20	011701720		135427	2/25/2020	RPR SUPP 4 H2O BREAK	50.08
						\$169.86
20	011201210	GRM INFORMATION MANAGEMENT LLC	135428	2/25/2020	1/1-31/20 STORAGE BIN	65.00
						\$65.00
20	011511541	HAROUT BEDERIAN	135406	2/25/2020	2/1/20 BBALL REF	108.00
						\$108.00
20	011301310	HDL COREN & CONE	135430	2/25/2020	JAN-MAR 20 PROP TAX	2,025.00
						\$2,025.00
20	011501510	HELIODORO DUARTE, JR	135431	2/25/2020	FEB 20 CS MEETING	100.00
						\$100.00
20	063003020	HUNTINGTON CULINARY	135432	2/25/2020	2/3-7/20 NUTR PRGM	460.00
20	063003020		135432	2/25/2020	1/27-31/20 NUTR PRGM	472.00
20	063003010		135432	2/25/2020	2/3-7/20 NUTR PRGM	3,696.00
20	063003010		135432	2/25/2020	1/27-31/20 NUTR PRGM	4,116.00
						\$8,744.00
20	011601650	INDUSTRIAL PIPE & STEEL	135433	2/25/2020	CONCRETE ARCHORS NTP	29.15
						\$29.15
20	011501510	INGRID AGUILAR	135396	2/25/2020	FEB 20 CS MEETING	100.00
						\$100.00
20	011701710	INNER-COOL CORP	135434	2/25/2020	AC COMPRESSOR MTNC	785.77
						\$785.77
20	011511541	ISABEL DE LA TORRE	135470	2/25/2020	2/1/20 BBALL REF	108.00
						\$108.00
20	011701770	JCB FINANCE, PROG. BANK OF THE WE	135389	2/10/2020	TRACTOR LEASE JAN 20	1,694.67
						\$1,694.67
20	011701760	JCL TRAFFIC SERVICES	135436	2/25/2020	STREET SIGNS	277.75
						\$277.75
20	011501510	JOSHUA JASSO-ORTEGA	135435	2/25/2020	FEB 20 CS MEETING	100.00
						\$100.00
20	011101110	L.A. COUNTY SHERIFF'S DEPT.	135437	2/25/2020	1/1-31/20 STAR DEPUTY	2,569.60
20	011101110		135437	2/25/2020	12/1-31/19 LIABILITY	2,536.01
20	011101110		135437	2/25/2020	12/1-31/19 NONGRANT	23,829.63
						\$28,935.24
20	011601620	LBC LIGHTING	135438	2/25/2020	HALLWAY LIGHTS SCTR	12.05
20	011701710		135438	2/25/2020	LIGHT BULB PRK'G	154.00

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601650	LBC LIGHTING...	135438	2/25/2020	WALKWAY LIGHTS@NTP	1,275.54
						\$1,441.59
20	011601640	LESLIE'S POOL SUPPLIES INC.	135439	2/25/2020	GASKET/SEALS 4 VALVES	35.33
20	011601640		135439	2/25/2020	POOL SKIMMERS/VACUUM	260.55
						\$295.88
20	011401440	MAIQUES INSPECTION SERVICE	135440	2/25/2020	1/6-31/20 INSPEC SRVS	6,234.84
						\$6,234.84
20	011701710	MCMaster-CARR SUPPLY CO.	135441	2/25/2020	EXIT SIGNS 4 CHALL	77.41
20	011601620		135441	2/25/2020	SR CTR RESTROOM SIGN	176.71
						\$254.12
20	011511541	MICHAEL WALKER	135472	2/25/2020	2/1/20 REF BBALL	108.00
20	011511541		135472	2/25/2020	2/8/20 BBALL REF	108.00
						\$216.00
20	011301310	MV CHENG & ASSOCIATES INC.	135444	2/25/2020	JAN 20 J.BETTA	2,365.00
						\$2,365.00
20	011001010	NALEO, INC.	135445	2/25/2020	MEMBERSHIP G.RETAMOZA	100.00
						\$100.00
20	011701710	NAPA AUTO PARTS	135446	2/25/2020	RPLC BATTERY CHALL	474.57
						\$474.57
20	05	NATIONWIDE RETIREMENT SOLUTIONS	135393	2/12/2020	PPE 2/8/20	3,555.50
						\$3,555.50
20	01	NOELIA SAUCEDO	135458	2/25/2020	2/1/20 MVD DEPOSIT	50.00
						\$50.00
20	011301310	OFFICE DEPOT	135447	2/25/2020	OFFICE SUPPLY	142.29
20	448008010		135447	2/25/2020	OFFICE SUPPLIES	198.54
						\$340.83
20	011701020	PACIFIC PRODUCTS AND SERVICES LL	135448	2/25/2020	SAFETY VEST 4 FIELD	57.75
						\$57.75
20	448008010	PHIL'S CERTIFIED AUTO CENTER	135449	2/25/2020	MINOR SRVC REPLC FILT	118.00
20	448008010		135449	2/25/2020	OIL&FILTER SRVC	272.00
						\$390.00
20	011701710	PNC EQUIPMENTFINANCE	135450	2/25/2020	2/1-29/20 RENTAL	5,767.38
						\$5,767.38
20	011601640	POST ALARM SYSTEMS	135451	2/25/2020	FEB 20 ALARM AQUATIC	39.25
20	011701710		135451	2/25/2020	FEB 20 ALARM CHALL	39.25
20	011601610		135451	2/25/2020	FEB 20 ALARM CCOMM	39.25
20	011701720		135451	2/25/2020	FEB 20 ALARM YARD	39.25
20	011601670		135451	2/25/2020	FEB 20 ALARM MVD PARK	39.25
20	011601630		135451	2/25/2020	FEB 20 ALARM MINI CTR	39.25
20	011601650		135451	2/25/2020	FEB 20 ALARM NTP	39.25
20	011601620		135451	2/25/2020	FEB 20 ALARM SR CTR	39.25

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011601650	POST ALARM SYSTEMS...	135451	2/25/2020	RPLC ANTENNAS @ NTP	350.00
						\$664.00
20	011401100	PREMIER JANITORIAL SERVICES	135452	2/25/2020	XMAS TREE SAFETY	68.75
20	011407020		135452	2/25/2020	XMAS TREE CODE	68.75
20	011601610		135452	2/25/2020	XMAS TREE CCTR	137.50
20	011601620		135452	2/25/2020	XMAS TREE SCTR	137.50
20	011701710		135452	2/25/2020	XMAS TREE CHALL	137.50
20	011701720		135452	2/25/2020	XMAS TREE YARD	137.50
						\$687.50
20	011301310	PTM DOCUMENT SYSTEMS	135453	2/25/2020	ENVELOPES W-2	27.69
						\$27.69
20	011701770	RAY'S OK TIRES INC.	135455	2/25/2020	TIRE RPR ON TRACTOR	100.50
20	011701770		135455	2/25/2020	REPLACE TIRE UNIT#97	117.20
20	011701770		135455	2/25/2020	TRAILER/RPLC 2 TIRES	132.84
20	448008010		135455	2/25/2020	TIRE RPLC SRVC UNIT#2	1,096.37
						\$1,446.91
20	011701710	READY REFRESH BY NESTLE	135456	2/25/2020	12/19-1/18 H2O RENTAL	57.99
20	011701710		135456	2/25/2020	11/19-12/19 H2O RENTA	80.98
						\$138.97
20	011511541	ROBERT MORENO	135443	2/25/2020	2/8/20 BBALL REF	108.00
						\$108.00
20	011701730	SAN GABRIEL VALLEY WATER	135390	2/10/2020	12/27-1/27 1341 SA	22.87
20	011601670		135390	2/10/2020	12/27-1/27 1819 CENTR	183.04
20	011601640		135390	2/10/2020	12/27-1/27 1500 CENTR	183.04
20	011601610		135390	2/10/2020	12/27-1/27 1530 CENTR	183.04
20	011601620		135390	2/10/2020	12/27-1/27 1556 CENTR	183.04
20	011601650		135390	2/10/2020	12/27-1/27 1450 LIDCO	222.77
20	011701710		135390	2/10/2020	12/27-1/27 1415 SANTA	294.65
20	011601650		135390	2/10/2020	12/27-1/27 1450 LIDCO	1,219.87
20	011601660		135390	2/10/2020	12/27-1/27 1402 LERMA	1,233.41
						\$3,725.73
20	011511541	SCMAF-SAN GABRIEL VALLEY	135459	2/25/2020	SCMAF BBALL TOURNAMEN	660.00
						\$660.00
20	011601620	SMARDAN SUPPLY	135460	2/25/2020	AUTO FLUSHER/SCTR	202.38
						\$202.38
20	011501540	SOCAL OFFICE TECHNOLOGIES	135461	2/25/2020	PAPER 4 PLOTTER @REC	105.33
						\$105.33
20	011701740	SOUTHEAST CONSTRUCTION PRODUC	135462	2/25/2020	CREDIT FOR STAPLE GUN	-440.50
20	011601610		135462	2/25/2020	CCOMM CTR SUPPLIES	10.56
20	011701760		135462	2/25/2020	FORMING BOARD STREET	19.69
20	011701750		135462	2/25/2020	TOOL 4 FIELD @SHIVELY	20.30
20	011701710		135462	2/25/2020	PALM TREES 4 XMAS	35.86
20	011701760		135462	2/25/2020	SCREWS 4 ST SIGNS	44.18

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701020	SOUTHEAST CONSTRUCTION PRODUCT	135462	2/25/2020	RAINGEAR 4 FIELD EMPL	44.72
20	011701750		135462	2/25/2020	PLANTER RPR 4 DURFEE	83.93
20	011601650		135462	2/25/2020	PAINT 4 FIELDS @NTP	91.48
20	011701020		135462	2/25/2020	RAINGEAR 4 FIELD EMPL	116.16
20	011701760		135462	2/25/2020	TOOL 4 ST/SIDEWALK RP	126.17
20	011701750		135462	2/25/2020	SAND 4 EROSION CONTRO	275.81
20	011701750		135462	2/25/2020	SAND 4 EROSION CONTRO	275.81
20	011601610		135462	2/25/2020	CONCRETE RPR 4 CCOMM	280.74
20	011701740		135462	2/25/2020	STAPLE GUN 4 BLDG MTC	440.50
20	011701760		135462	2/25/2020	POTHOLE RPR 4 CITYWID	461.30
						\$1,886.71
20	011407020	SPARKLETT'S	135463	2/25/2020	H2O 4 PUBLIC SAFETY	23.06
20	011401100		135463	2/25/2020	H2O 4 PUBLIC SAFETY	23.07
						\$46.13
20	448008010	SRS AUTOMOTIVE	135464	2/25/2020	MINOR SRV #24	154.54
20	011701740		135464	2/25/2020	RPLC OXYGEN SENSOR#97	163.89
20	448008010		135464	2/25/2020	UNIT#16 ENG HOSE	688.43
						\$1,006.86
20	011701760	ST. FRANCIS ELECTRIC, LLC	135465	2/25/2020	DEC 19 SIGNAL MNTC	743.25
20	011701760		135465	2/25/2020	DEC 19 SIGNAL RESPON	8,580.46
						\$9,323.71
20	05	STANDARD INSURANCE D2	135384	2/5/2020	PPE 2/8/20	2,696.90
20	05		135384	2/5/2020	PPE 2/22/20	2,696.90
						\$5,393.80
20	011701750	SUNBELT RENTALS, INC.	135466	2/25/2020	TREE GRINDER RENTAL	353.03
						\$353.03
20	063003020	SUPERIOR WAREHOUSE GROCERS	135467	2/25/2020	TORTILLAS 4 NUTRI PRG	1.64
20	063003020		135467	2/25/2020	TORTILLA 4 NUTRI PRGM	1.64
20	063003020		135467	2/25/2020	TORTILLAS 4 NUTRI PRG	11.71
20	063003010		135467	2/25/2020	TORTILLA 4 NUTRI PRGM	14.81
20	063003010		135467	2/25/2020	TORTILLAS 4 NUTRI PRG	14.81
20	011501540		135467	2/25/2020	SUPPLY 4 AFTERSCHOOL	98.94
20	063003010		135467	2/25/2020	TORTILLAS 4 NUTRI PRG	105.45
						\$249.00
20	011701740	TEMPLE CITY POWER SPORTS	135468	2/25/2020	RPLC IGNITION#K-2	83.21
						\$83.21
20	011701710	THE GAS COMPANY	135391	2/10/2020	1/2-1/30 1415 SANTAA	847.38
						\$847.38
20	011601640	THE ILLINI COMPANIES, INC	135412	2/25/2020	CHEMICAL4POOL 1/2&1/7	26.69
						\$26.69
20	448008010	THE SMOG SPOT	135469	2/25/2020	SMOGGED UNIT#24	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#2	45.00
20	448008010		135469	2/25/2020	SMOGGED UNIT#20	45.00

City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701740	THE SMOG SPOT...	135469	2/25/2020	SMOGGED UNIT#3	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#22	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#13	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#15	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#95	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#007	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT#97	45.00
20	011701740		135469	2/25/2020	SMOGGED UNIT #12	55.00
						\$505.00
20	011301310	TRUSAIC	135423	2/25/2020	FEB 20 ACA RECURRING	1,000.00
						\$1,000.00
20	011701720	ULINE	135471	2/25/2020	BAGS FOR 9X12 DOC PRO	166.74
20	011701720		135471	2/25/2020	TRASH BAGS	234.06
20	011701720		135471	2/25/2020	PAPERBAGS 12X15	261.69
						\$662.49
20	05	WASHINGTON NATIONAL INSURANCE	135385	2/5/2020	PPE 2/8/20	883.23
20	05		135385	2/5/2020	PPE 2/22/20	883.23
						\$1,766.46
20	011601610	WATERLOGIC AMERICAS, LLC	135473	2/25/2020	FEB 20 H2O RENT CCTR	76.94
						\$76.94
20	011701740	WAXIE SANITARY SUPPLY	135474	2/25/2020	JANITORIAL SUPPLIES	272.49
20	011701740		135474	2/25/2020	JANITORIAL SUPPLIES	1,536.10
20	011701740		135474	2/25/2020	JANITORIAL SUPPLIES	2,587.81
						\$4,396.40
20	011701760	WEST COAST ARBORISTS, INC	135475	2/25/2020	STREET TREE PRUNNING	5,787.00
						\$5,787.00
20	448008010	WEST COVINA CDJR	135476	2/25/2020	INSPECT UNIT#16 ENGIN	185.00
						\$185.00
20	011701750	WHITTIER FERTILIZER	135477	2/25/2020	GLOVES 4 MULCH	10.99
20	011701750		135477	2/25/2020	GLOVES 4 MULCH	10.99
20	011701750		135477	2/25/2020	GLOVES 4 MULCH	10.99
20	011701750		135477	2/25/2020	GLOVES 4 MULCH	10.99
20	011701750		135477	2/25/2020	GLOVES 4 MULCH	10.99
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	24.26
20	011701750		135477	2/25/2020	MULCH 4 SANTAANITA	36.30
20	011701750		135477	2/25/2020	MULCH 4 SANTAANITA	48.51
20	011701750		135477	2/25/2020	MULCH FOR SANTAANITA	72.08
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	121.28
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	121.28
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	121.28
20	011701750		135477	2/25/2020	COVER MULCH 4 MEDIANS	121.28
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	121.28
20	011701750		135477	2/25/2020	MULCH 4 SANTAANITA	121.28

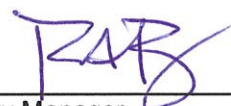
City of South El Monte
Warrant Register
Council Meeting of 2/25/2020

Date: 2/18/2020

Time: 03:08PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
20	011701750	WHITTIER FERTILIZER...	135477	2/25/2020	MULCH 4 DURFEE MEDIAN	122.40
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	122.40
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	122.40
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	122.40
20	011701750		135477	2/25/2020	MULCH 4 DURFEE MEDIAN	122.40
						\$1,575.78
20	011501530	WINNER INTERNATIONAL INC.	135479	2/25/2020	DECOR 4 VDAY LUNCH	69.85
						\$69.85
20	011701750	WINZER	135480	2/25/2020	GRAFFITI REMOVAL	554.46
20	011701750		135480	2/25/2020	GRAFFITI REMOVAL	555.36
						\$1,109.82
20	011501510	YOBANA RAYGOZA COVARRUBIAS	135454	2/25/2020	FEB 20 CS MEETING	100.00
						\$100.00

Report Total 260,943.77


 City Manager



City Council Agenda Report

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

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Maria Cardoso, Senior Executive Assistant

SUBJECT: CITY MANAGER'S WEEKLY INFORMATIONAL ITEMS

SUMMARY: Report on staff activities beginning the week of February 3, 2020 and ending the week of February 13, 2020.

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

ATTACHMENTS:
[Weekly Informational Items](#)



CITY OF SOUTH EL MONTE INTER-OFFICE MEMO

DATE: February 6, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Rachel Barbosa, City Manager *RS for Rachel*

SUBJECT: Weekly Informational Items

The City Manager (CM) attended the League of California Cities City Managers Annual Conference where presentation topics included: Public Private Partnerships, Regional Partnerships on Addressing Homelessness, Independent Contractors and CalPERS benefits, Costing Mindset in Collective Bargaining and more. The CM also attended a working group meeting with representatives from El Monte City School District, Mountain View School District, El Monte Union High School District and First 5 LA to plan two events to promote the Early Development Instrument – a tool that uses data from assesses kindergarteners on their developmental strengths and weakness and uses that data to encourage cities to prioritize community investment and planning in high need areas. The CM and Director of Public Works also attend the Southern California Association of Government's briefing on appealing the States Regional Housing Needs Assessment (RHNA) Allocation Plan requirements.

HUMAN RESOURCES DEPARTMENT

- Accounting Manager (Full-Time): The position opened on February 3rd and closes on February 27th.
- Finance Director (Full-Time): The position opened on December 3rd and closed on January 16th. We received 12 applications. Four applicants were chosen to interview. A candidate was chosen for this position and is currently undergoing background checks.
- Maintenance Aide (Temporary Part-Time): The position opened on December 11th and closed on January 16th. We received six applications. Interviews were held on Tuesday, February 4th. The deadline was extended until February 6th to receive more applicants. Two applicants have been chosen for this position so far and will be undergoing background checks soon.
- Van Driver - Class C (Temporary Part-Time): The position opened on January 15th and closes on February 13th.

CITY CLERK'S OFFICE

March 3, 2020 Presidential Primary Election

In partnership with the Los Angeles County Registrar-Recorder/County Clerk's (RR/CC) office, the City Clerk's office will participate in the Vote by Mail Drop-Off Program. The program began on Monday, February 2, 2020 and will continue to Tuesday, March 3, 2020. This will allow voters to drop off their completed marked vote by mail ballot at City Hall during normal business hours.

The RR/CC provided the City with an official, locked ballot box which will be publicly available at the City Hall during normal business hours. At the close of business, the ballot box will be stored in the City Clerk's office and the RR/CC will pick up and replace the ballot box on a weekly basis.

COMMUNITY DEVELOPMENT DEPARTMENT

Building and Safety

Over the past week, Building and Safety staff assisted 42 individuals with Building and Safety related items.

Code Enforcement

This past week staff logged a total of 17 new Code Enforcement cases into the City's computer system. Attached is a breakdown of those issues.

Public Safety

This past week Public Safety staff responded to 20 computer-generated inquiries regarding concerns over City streets. In addition, Public Safety staff cited 121 individuals, one abandoned vehicle was cited, three red tags and one warning was issued.

Planning

Over the past week, Planning staff assisted the public with inquiries regarding new projects, zoning requirements, code restrictions and planning guidelines. Planning staff continuously assists the front counter, phone messages and emails with general planning questions. In addition, Planning staff has been working on finalizing the updates from HCD regarding ADU's (Item going to Planning Commission Feb 18) and continuing the efforts to finalize the internal pieces needed (Item going to City Council Feb.11) regarding the pending approval of the Housing Element from HCD.

Housing

Housing staff participated in various homeless initiatives meetings, keeping the City involved and engaged in efforts and discussion. Housing staff finalized the flyer and letter for the Commercial Façade Improvement Program that will be sent out by the end of the week.

COMMUNITY SERVICES DEPARTMENT

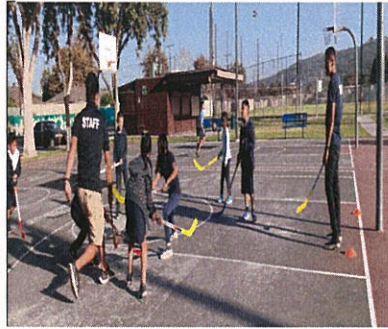
Community Services Commission

The new appointed Community Services Commissioners received the oath of office before the Commission meeting on Tuesday, February 4, 2020. Items discussed during the meeting included a description of the Community Services Department, the role and expectations of a Community Services Commissioner and each Commissioner introduced themselves. Commissioners voted for the Chairperson and Vice Chairperson to serve for a one-year term. Next Commission meeting:

March 3, 2020 at 6:00 p.m. at the Senior Center. (Meeting location change due to a special Planning Commission Meeting being held the same day at the Council Chambers).

After School Programs

During the last week, the children of the Community Center, Mini Center, and New Temple after school programs participated in homework assistance sessions, Valentines crafts, healthy food demonstrations and board game competitions. Some of the sports played throughout the week included basketball, hockey, and basketball.



Recreation Classes

- Lil' Athletes – at Mary Van Dyke Park
Wednesdays and Fridays
Ages 3-5 - 3:30 p.m. - 4:15 p.m.
Ages 6-8 – 4:30 p.m. – 5:15 p.m.
- Basketball – at Community Center
Wednesdays and Fridays
Ages 6-8 – 3:30 p.m. – 4:15 p.m.
Ages 9-12 – 4:30 p.m. – 5:15 p.m.
- Lil' Sluggers – at Mary Van Dyke Park
Tuesdays and Thursdays
Ages 3-4 - 3:30 p.m. to 4:15 p.m.
Ages 5-6 4:30 p.m. to 5:15 p.m.

Sports

Co-Ed Youth Basketball League

- Saturday games for all divisions on February 8, 2020.



T-Ball

- Registration for residents and non-residents is now available until league is filled.

Youth Boxing

- The boxing gym is open Monday thru Friday from 3:00 p.m. to 5:30 p.m. for participants ages 8 to 15 and from 5:30 p.m. to 8:00 p.m. for participants 16 and older.

Contract Classes

Karate

- Karate class is held Monday and Wednesday from 6:00 p.m. to 7:00 p.m. at the Community Center.

Special Events

Census Kickoff Festival/Joseph "JoJo" Diaz Jr. Victory Parade

- On March 7, 2020 the City will be hosting a Census Kickoff festival in conjunction with a Victory Parade for the homegrown Joseph "JoJo" Diaz Jr. The kickoff festival will feature a car show, local youth performers, children's fun zone, food, and informational vendors. The parade will feature local schools and organizations who will join the City to honor the new International Federal Boxing Junior Lightweight Champion. Free JoJo t-shirts will be distributed to the parade spectators.

Reservations for this Week

- Mary Van Dyke Park Community Room, Saturday, February 8, 2020.
- Community Center Gymnasium, Saturday, February 8, 2020.
- Mary Van Dyke Park Community Room, Sunday, February 9, 2020.
- Senior Center Dining Room: Sunday, February 9, 2020.

SENIOR SERVICES

The photo below was taken in front of the SEM Senior Center to encourage senior's participation in the upcoming US Census.



Reasonable Suspicion and Post-Accident Testing Determination

On Friday, SEM Senior Services Staff attended the U.S. Department of Transportation's Reasonable Suspicion and Post-Accident Testing Determination training in Irvine, CA. The training provided staff with strategies to develop and implement post-accident testing policies for 39

transportation services. The training also presented the responsibilities of providers and service agents, training requirements, along with proper recordkeeping and reporting requirements.

Keeping your Brain Healthy

Alzheimer's Los Angeles provided a presentation on strategies for seniors to maintain a healthy brain at the SEM Senior Center. The presenters shared 10 steps that can improve overall brain health for older adults. They also shared tips on changes individuals can make to ensure their brain stays healthy as they age.

Nutrition Program

The South El Monte Senior Center Nutrition Program provides nutritious meals Monday through Friday to individuals who are 60 years of age and older. All meals meet the nutritional requirements of the Federal Older Americans Act. Meals typically include a main entrée, vegetables, fruit, bread, desert, and milk. This week our elderly nutrition program provided 660 congregate meals and 80 homebound meals.

Weekly Activities

Below is a list of programs and activities that are being provided at the South El Monte Senior Center this week.

- Monday
 - Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Live Zumba from 10:00 a.m. – 11:00 a.m.
 - Painting for Old Adults from 12:30 p.m. – 1:30 p.m.
 - English As A Second Language from 1:00 p.m. – 2:45 p.m.
 - Senior Guitar Class from 1:00 p.m. – 2:00 p.m.
- Tuesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - Match Program and CalFresh Presentation by Hunger Action LA at 10:00 a.m.
 - Legal Assistance from 11:00 a.m. – 1:00 p.m.
- Wednesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle of Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - English As A Second Language from 1:00 p.m.– 2:45 p.m.
 - Movie Wednesday ("PS I Love You") at 1:00 p.m.
- Thursday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Senior Market Day from 8:00 a.m. – 1:00 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - Keeping your Brain Healthy by Alzheimer's LA at 10:00 a.m.
 - Knitting Class from 10:00 a.m. – 11:00 a.m.
- Friday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - Technology Class at 12:30 p.m.
 - Tomando Control de su Salud by Partners in Care Foundation at 12:30 p.m.

Senior Clubs

- Super Bingo met on Tuesday at 1:00 p.m. to play Bingo.

- 3L Club held their membership meeting on Thursday at 1:00 p.m., afterwards they played Bingo.

Transportation

This week transportation staff provided 403 rides to members of the community. Trips included but were not limited to transportation services to and from the grocery store, the senior center, and various doctor appointments. Transportation staff also provided pick-up and drop off services for students enrolled in the Recreation Services' After School Program. Below is a categorization of all transportation activities for the week.

- 16 Medical Appointments with 14 return trips
- 6 Shopping Trips with 6 return trips
- 8 Personal Trips with 6 return trips
- 60 Trips to the Senior Center with 51 return trips
- 236 Trips to the City Sponsored After School Program
- 6 Cancellations

CALENDAR OF UPCOMING EVENTS

- Friday, February 14, 2020 – Valentine's Day Luncheon at the SEM Senior Center
- Friday, March 16, 2020 – St. Patrick's Day Luncheon at the SEM Senior Center



Code Weekly Report - February 5, 2020

Number	Case	Topic	Action Note
1	20-0066	Business	Request 7016- Anonymous - There are two businesses operating with out license. F/U: Responded to location and was unable to make contact with business owner. Was advised that owner would be in on February 4.
2	20-0056	Streets, Sidewalks, and Public Places	Request 7251- Anonymous - Couch put on sidewalk F/U: Couch removed by Athens
3	20-0057	Property Maintenance	Graffiti on wall advised owners to repaint F/U: Graffiti removed wall painted
4	20-0058	Health & Safety/Public Nuisance	Request 7252- Anonymous - mattress in front of house I watch person put it against fence looks horrible F/U: Owners removed mattress from sidewalk spoke with resident
5	20-0059	Streets, Sidewalks, and Public Places	Public works assisted in removal of mattress and trees along sidewalk will notify owners of rentals
6	20-0060	Health & Safety/Public Nuisance	Advised resident regarding mattress on sidewalk she resident (yoshi) removed mattress
7	20-0061	Property Maintenance	Conducted exterior drive by did not observe any boxes and or trash
8	20-0062	Business	Business owner came in requesting business license not in city county area
9	20-0063	Streets, Sidewalks, and Public Places	Spoke with resident advising of mattress Resident advised was not aware of who left mattress I also advised left trash service information regarding bulky items
10	20-0064	Streets, Sidewalks, and Public Places	Spoke Sherman owner of property who i advised regarding mattress on sidewalk advised to dispose of bulky items via Athens trash service
11	20-0065	Property Maintenance	Community director requested picture be taken of where recycling center was at
12	20-0067	Health & Safety/Public Nuisance	Spoke with resident regarding mattress on street spoke with Manuel handed Athens flyer F/U: Mattress removed
13	20-0068	Streets, Sidewalks, and Public Places	Advised contractor to remove couch and verified building permits F/U : couch removed
14	20-0069	Health & Safety/Public Nuisance	Advised resident to remove tires along walkway F/U: compliance met
15	20-0070	Property Maintenance	Request 7305- Anonymous - Good morning! Someone called in stating that someone is living in a white car in the driveway at 11413 Broadmead. She said they believe he is also doing drugs in the car and wants to know if we can go out there. Thanks! F/U : Will contact t owner via mail will send letter regarding property maintenance
16	20-0071	Streets, Sidewalks, and Public Places	Referred to public works trees on street
17	20-0072	Streets, Sidewalks, and Public Places	Spoke with owner regarding refrigerator advised to remove of sidewalk and contact Athens see attached photo



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 5, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
N/A	Grant Application	Highway Safety Improvements Program Cycle 9	Grant Application	Project authorization is currently being coordinated with Caltrans.	•The funding application prepared by the Engineering department is approved by Caltrans. City received \$0.60m., with no local match requirement. •The project includes highway safety improvements and enhancements at 11 intersections throughout the City including traffic signal head replacement, pedestrian countdown and push button replacements. •Project estimate is \$0.60m.
292	CIP	Durfee and Thienes Traffic Signal and Lighting Project HSIPL-5352(015)	Fed Grant Closeout		•Project federal closure is completed.
250	CIP	2017/18 CDBG projects (Lerma & Alesia)	Project Closeout	<u>Construction Phase:</u> •Project closeout	•Project was accepted by Council, Notice of Completion was filed.
290	CIP HSIP Cycle 6	Santa Anita and Fern/Elliott Traffic Signal and Lighting Project HSIPL-5352(016)	Construction Phase	<u>Construction Phase (Material Procurement):</u> •Start: End of 2018 <u>Construction Phase (Field Construction):</u> •Start: Late 2019	•Field construction is in progress. Field construction is anticipated to be completed in Spring 2020. •Coordination with SCE for signal activation is in progress.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 5, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
291	CIP HSIP Cycle 6	Thienes/Tyler Traffic Signal Project HSIPL-5352(014)	Fed Grant Closeout	<u>Construction Phase:</u> •Project closeout	•Project was federally closed out.
293	CIP HSIP Cycle 6	Rush/Peck Traffic Signal Project HSIPL-5352(017)	Pre Construction Phase	<u>Construction Phase:</u> •Start: Early 2020 (Material Procurement)	•Construction contract was awarded. •Pre-Con in progress.
294	CIP HSIP Cycle 7	Santa Anita Ave & Klingerman St, Rush St & Central Ave	Design Phase	<u>Design Phase:</u> •Start: November '18	•95% Design submittal is in progress.
N/A	Grant Application	SCAG 2018 Sustainable Communities Program Call for Applications	Grant Application	Application submitted before December 14, 2018 deadline.	•SCAG 2018 Sustainable Communities Program grant preparation was submitted. •The grant involves preparation of a regional corridor plan to improve active transportation along Rosemead Blvd.
TBD	CIP CDBG	CDBG Senior Center Restroom Renovation Project	Preliminary	<u>Design Phase:</u> •Start: May '19 •Complete: Summer '19	•The project bid package will be readvertised to receive more bids for construction (only one bid was received at the bid opening). The first bid opening was in November 2019. Rebid coordination is in progress.
140	CIP	Civic Center Interjurisdictional Bike Path Call for Projects (METRO & Greenway)	Preliminary	TBD	•Finance Department and Public Works Department are working to revise Metro forms to submit for funds extension to 2020.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 5, 2020

PROJECTS					
PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
	CIP	Santa Anita Rule 20A from Fawcett to Tyler	Design Phase	TKE Street/Ped Light Plans for Corridor approved by Council on 4-23-19.	•SCE to complete PS&E package and bid for construction by end of 2019
339 340	Utility Improvements	Sanitary Sewer System	Design Phase	TBD	•Director of Public Works is meeting with design engineer to discuss next steps.
	Development Projects	Tract 72949 Mayan's Development E19	In progress	N/A	Phase 1 Onsite Improvements are being constructed. Pouring onsite curb. Buildings 11, 5, 8, and 9 under construction.
	Development Projects	PM 73087 (10413 Klingerman)	In progress	N/A	•Final map recorded. SIA recorded. Onsite permit issued and under construction.
	Development Projects	Merced Ave 1114, Tr 72012 30 Homes, Kruse	In progress	N/A	First and second Phase offsite improvements complete.
18252-10	Development Projects	2028-2038 Santa Anita Ave	Waiting on Resubmittal	N/A	•Corrections picked up by customer 1/8/20
18252-11	Development Projects	2522, 2526, 2534 Lee Ave	Waiting on Resubmittal	N/A	•Corrections picked up by customer 11/5/18. Waiting for 3rd resubmittal.
18252-12	Development Projects	10841 Klingerman Ave	Waiting on Resubmittal	N/A	•Corrections picked up 5/29/18.
1003	Development Projects	9625-9635 Rush St	Waiting on Resubmittal	N/A	•Corrections picked up by customer 2/5/19. Waiting for resubmittal.
1004	Development Projects	2102 Merced Ave, Grading	Approved	N/A	•Approved on 11/12.
1005	Development Projects	2405 Loma Ave, Final Map	Approved	N/A	•Mylar was submitted for signature. Staff report in progress for 1/28/20.
1006	Development Projects	2516 Edwards	Approved	N/A	•Approved on 9/3/2019 and sent to building dept.
1012	Development Projects	1127 Santa Anita	Waiting on Resubmittal	N/A	•Corrections picked up by customer 1/16/19. Waiting for 2nd resubmittal.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 5, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
1017	Development Projects	11020 Fineview	Waiting on Resubmittal	N/A	•Corrections picked up 5/22/19.
1018	Development Projects	2408 Loma Ave	Approved	N/A	•Approved. Sent to customer.
1019	Development Projects	2102 Merced Ave, Lot Line Adjustment	Approved	N/A	•Approved on 11/12/19. Sent to planning.
1020	Development Projects	2459 Strozier Ave	Under Review	N/A	•Under Review.
1021	Development Projects	2310 Seaman Ave	Approved	N/A	•Approved on 1/21/2020. Sent to Building.
1022	Development Projects	2458 Merced Ave	Under Review	N/A	•Under Review.
1023	Development Projects	2227 Sastre Ave	Under Review	N/A	•Under Review.
1024	Development Projects	2405 Loma Ave, Grading Plan	Waiting on Resubmittal	N/A	•Waiting on resubmittal and fee payment.
1025	Development Projects	Chico Ave and Humbert Ave	Under Review	N/A	•Under Review.
1026	Development Projects	1809 Durfee Ave	Under Review	N/A	•Under Review.
	Development Projects			Plan Check Activity between 1-29-20 and 2-4-20	•Number of plans submitted for plan check: 2
	R/W Review	11034 Thienes - Private Property in Street R/W on Penn Mar	In progress	N/A	City requested a plat of easements on the property prepared by the title company from the Owner to verify existing easements.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 5, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
	Encroachment Permits			Encroachment Permit Activity between 1-29-20 and 2-4-20	•Number of permits issued: 3 •Number of inspections completed: 8



CITY OF SOUTH EL MONTE INTER-OFFICE MEMO

DATE: February 13, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Rachel Barbosa, City Manager *RB*
SUBJECT: Weekly Informational Items

ADMINISTRATION

Regional Housing Trust and Affordable Housing Forum

Homeless Consultant, Richard Corral, attended the SGVCOG **Regional Housing Trust and Affordable Housing Forum** at the Glendora Public Library.

The event convened elected officials, city staff, and community leaders to explore innovative housing projects and affordable housing funding mechanisms in California. Speakers and panelists shared innovative building practices, such as bridge housing, modular dwelling units, and micro-community units, and presented on various funding programs that encourage developments of affordable housing units and accessory dwelling units (ADUs).

The forum also featured updates on the San Gabriel Valley Regional Housing Trust (SGVRHT) with remarks from the Trust's author, Senator Susan Rubio. Furthermore, the SGVCOG's lead on the SGVRHT, Caitlin Sims proudly announced that the City of South El Monte was the first SGV city to officially approve the JPA agreement and join the SGVRHT, exciting!

City Staff Attend Valle Lindo School District meeting

City staff made a presentation at the Valle Lindo School District Board Meeting on Wednesday, February 12th regarding the E-Bike Share program and potential sites for placing the E-Bikes. City staff requested approval from the School Board to Station these bikes at New Temple Park and Shively Park as indicated in the attached diagrams. The E-Bike Share program is a regional program overseen by the San Gabriel Valley Council of Governments (SGVCOG) with three participating cities including South El Monte, El Monte and Baldwin Park. There is interest from other San Gabriel Valley cities to join the program. Staff explained to the School Board that this is a 3-year commitment to provide Electronic Bike to the public at key locations around our City. There is a fee for the use of the bike utilizing a cell phone. Mayor Gloria Olmos provided some detail on the proposed fees and that there will be a lower rate for low income riders such as college students. The School Board unanimously approved the request.

HUMAN RESOURCES DEPARTMENT

- Accounting Manager (Full-Time): The position opened on February 3rd and closes on February 27th.
- Finance Director (Full-Time): The position opened on December 3rd and closed on January 16th. We received 12 applications. Four applicants were chosen to interview. A candidate was chosen for this position and is set to start on March 2nd.
- Maintenance Aide (Temporary Part-Time): The position opened on December 11th and closed on January 16th. We received six applications. Interviews are scheduled for Tuesday, February 4th. The deadline was extended until February 6th to receive more applicants. Two applicants have been chosen for this position so far and are undergoing background checks.
- Van Driver - Class C (Temporary Part-Time): The position opened on January 15th and closes on February 13th.

COMMUNITY DEVELOPMENT DEPARTMENT

Building and Safety

Over the past week, Building and Safety staff assisted 29 individuals with Building and Safety related items.

Code Enforcement

This past week staff logged a total of seven new Code Enforcement cases into the City's computer system. Attached is a breakdown of those issues.

Public Safety

This past week Public Safety staff responded to 34 computer-generated inquiries regarding concerns over City streets. In addition, Public Safety staff cited 87 individuals, four red tags and one warning was issued.

Housing

Over the past week, Housing staff assisted the department with records requests, code reports, planning department-CUP file processing. Housing staff assisted the department with administrative tasks that include processing warrants and answering housing inquiries via phone, email and in person/over the counter. Housing staff has been working on the Annual Progress Reports that are due by April 1, 2020.

COMMUNITY SERVICES DEPARTMENT

Recreation Staff Development Training

On Monday, February 11, 2020 recreation staff participated in a staff development training where they were recapped about City policies, department's expectations and recognized the staff who have been outstanding. In addition, to the overview of the policies, staff participated in group activities. The staff development training concluded with a friendly staff volleyball game.

After School Programs

During the last week, the children of the Community Center, Mini Center, and New Temple after school programs participated in outdoor activities such as practicing basketball drills, jumping rope, and jogging around the Mary Van Dyke path. Participants also received homework assistance sessions and continued to work on Valentines crafts. Some of the sports played throughout the week included kickball, flag football, and tennis.



Recreation Classes

- Lil' Athletes – at Mary Van Dyke Park
Wednesdays and Fridays
Ages 3-5 - 3:30 p.m. - 4:15 p.m.
Ages 6-8 – 4:30 p.m. – 5:15 p.m.
- Basketball – at Community Center
Wednesdays and Fridays
Ages 6-8 – 3:30 p.m. – 4:15 p.m.
Ages 9-12 – 4:30 p.m. – 5:15 p.m.
- Lil' Sluggers – at Mary Van Dyke Park
Tuesdays and Thursdays
Ages 3-4 - 3:30 p.m. to 4:15 p.m.
Ages 5-6 4:30 p.m. to 5:15 p.m.

Sports

Co-Ed Youth Basketball League

Saturday games for all divisions on February 22, 2020.

- Playoff Games are scheduled starting the week of February 24th
- Championship games are scheduled on Saturday, February 29, 2020 at South El Monte High School.

T-Ball

- Registration is now closed.
- Staff will work on putting teams together before placing the uniform order.

Youth Boxing

- The boxing gym is open Monday thru Friday from 3:00 p.m. to 5:30 p.m. for participants ages 8 to 15 and from 5:30 p.m. to 8:00 p.m. for participants 16 and older.

Contract Classes

Karate

- Karate class is held Monday and Wednesday from 6:00 p.m. to 7:00 p.m. at the Community Center.

Special Events

Census Kickoff Festival/Joseph "JoJo" Diaz Jr. Victory Parade

- On March 7, 2020 the City will be hosting a Census Kickoff festival in conjunction with a Victory Parade for the homegrown Joseph "JoJo" Diaz Jr. The kickoff festival will feature a car show, local youth performers, children's fun zone, food, and informational vendors. The parade will feature local schools and organizations who will join the City to honor the new International Federal Boxing Junior Lightweight Champion. Free JoJo t-shirts will be distributed to the parade spectators.

Reservations for this Week

- Mary Van Dyke Park Community Room, Saturday, February 15, 2020.
- Mary Van Dyke Park Community Room, Sunday, February 16, 2020.
- Senior Center Dining Room, Saturday, February 15, 2020 – Senator Susan Rubio's Earned Income Tax Credit and DMV workshop from 10 a.m. – 12:00 p.m.
- Senior Center Dining Room: Sunday, February 16, 2020.

City Commissions

Patriotic Commission

- Upcoming February Commission Meeting – Wednesday, February 26, 2020 at 6:00 p.m. at the City Council Chamber.

Community Services Commission

- Upcoming March Commission Meeting – Tuesday, March 3, 2020 at 6:00 p.m. at the Senior Center Dining Room.

SENIOR SERVICES

The photos below were taken during the new Rio Hondo College ESL class and the AARP Senior Safe Driving Course



Staff Trainings

This week, staff attended several conferences and trainings. On Wednesday, staff attended Metro's sub-recipient Title VI training. On Thursday morning, staff attended the Unhoused: Addressing Homelessness in California conference hosted by the USC Sol Price Center for Social Innovation and the USC Schwarzenegger Institute at USC.

Legal Help Workshop

Representatives from Neighborhood Legal Services of Los Angeles County (NLSLA) introduced their free legal services at the SEM Senior Center. They also shared how older adults could access their free services. NLSLA's legal services include assistance with housing, medical insurance and public benefits.

Senior Excursion to Medieval Times

The Senior Services Division organized an excursion to Medieval Times Dinner & Tournament in Buena Park. Seniors traveled back to the Middle Ages with knights, horses, jousting, and swordplay while enjoying a "hands-on" four-course feast.

AARP Senior Safe Driving Course

A group of 19 seniors participated in AARP's Smart Driver Course at the SEM Senior Center. The course serves as a refresher course specifically designed for drivers over 50 and it provides proven driving techniques to help keep older adults safe on the road. Topics included research-based safe driving strategies, effects of medication on driving, how to reduce driver distractions and the proper use of safety belts, air bags, anti-lock brakes and new technology found in cars today.

On the Move Riders Program

Metro representatives came to the SEM Senior Center to promote Metro's On the Move Program. The program connects seniors with peers who can share with them the ins and outs of getting around on public transportation. Seniors also learned how they could use the club to go on trips that range from group sightseeing to one-on-one outings to the store, to the doctor or anywhere else they want to go.

Valentine's Day Luncheon

Staff and volunteers festively decorated the Senior Center's dining room with hearts, balloons, and red tablecloths. Seniors enjoyed a special chicken parmesan lunch with a tossed salad augmented with a sweetheart cake. Festivities included 50/50 raffles, door prizes and live musical entertainment.

Nutrition Program

The South El Monte Senior Center Nutrition Program provides nutritious meals Monday through Friday to individuals who are 60 years of age and older. All meals meet the nutritional requirements of the Federal Older Americans Act. Meals typically include a main entrée, vegetables, fruit, bread, desert, and milk. This week our elderly nutrition program provided 785 congregate meals and 75 homebound meals.

Weekly Activities

Below is a list of programs and activities that are being provided at the South El Monte Senior Center this week.

- Monday
 - Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Live Zumba from 10:00 a.m. – 11:00 a.m.
 - AARP Senior Safe Driving Course from 9:00 a.m. – 1:00 p.m.

- Painting for Old Adults from 12:30 p.m. – 1:30 p.m.
- English as a Second Language from 1:00 p.m. – 2:45 p.m.
- Senior Guitar Class from 1:00 p.m. – 2:00 p.m.
- Tuesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - How to Access Free Legal Services provided by NLSLA at 10:00 a.m.
- Wednesday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - AARP Senior Safe Driving Course from 9:00 a.m. – 1:00 p.m.
 - Principle of Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - English As A Second Language from 1:00 p.m. – 2:45 p.m.
 - Senior Excursion to Medieval Times at 4:45 p.m.
- Thursday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Arthritis Foundation Exercise from 9:00 a.m. – 10:00 a.m.
 - On the Move Riders Program by Metro at 10:00 a.m.
 - Knitting Class from 10:00 a.m. – 11:00 a.m.
- Friday
 - Senior Nutrition Program from 8:30 a.m. – 12:30 p.m.
 - Principle Mind/Body Health for Older Adults from 10:00 a.m. – 11:00 a.m.
 - Valentine's Day Luncheon from 11:30 a.m. – 2:00 p.m.
 - Tomando Control de su Salud by Partners in Care Foundation at 12:30 p.m.

Senior Clubs

- Super Bingo met on Tuesday at 1:00 p.m. to play Bingo.
- Club Latino del Sur El Monte held their membership meeting on Thursday at 1:00 p.m., afterwards they played Bingo.
- Club Latino del Sur El Monte organized a trip for 52 seniors to Pauma Casino in Pauma Valley, CA.

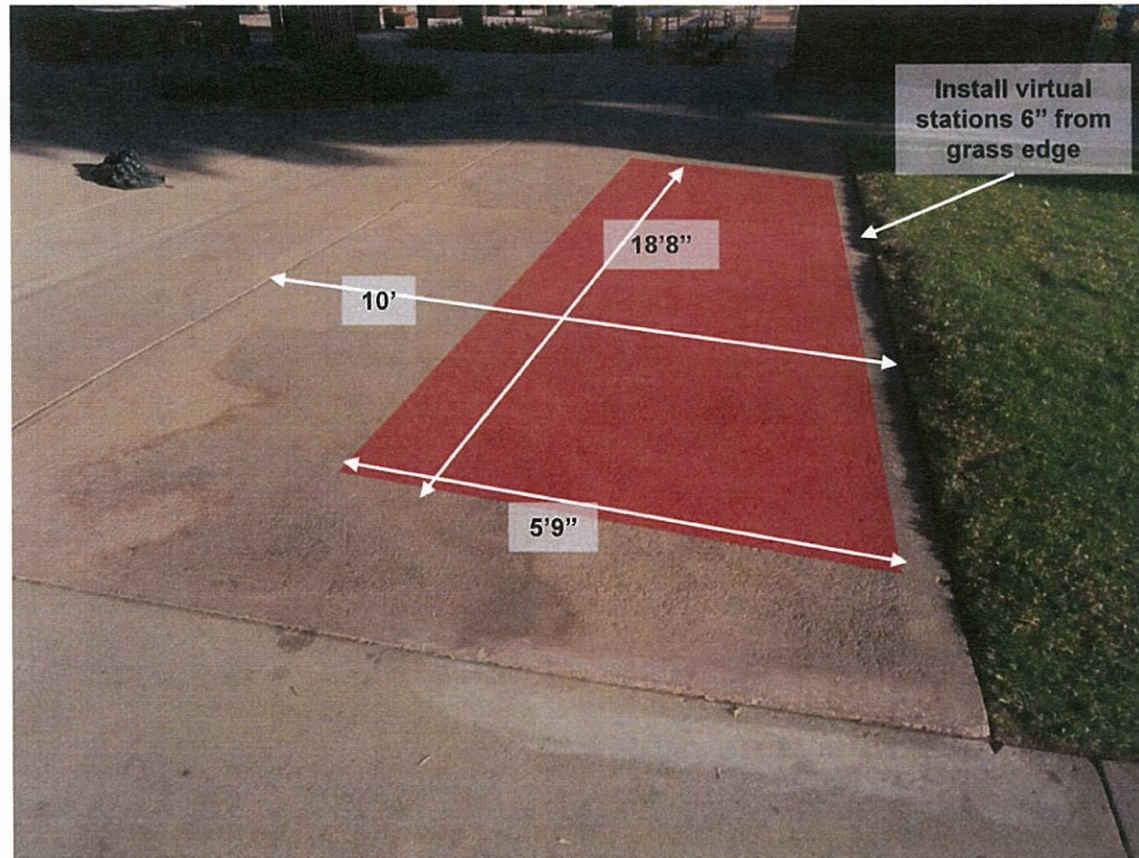
Transportation

This week transportation staff provided 412 rides to members of the community. Trips included but were not limited to transportation services to and from the grocery store, the senior center, and various doctor appointments. Transportation staff also provided pick-up and drop off services for students enrolled in the Recreation Services' After School Program. Below is a categorization of all transportation activities for the week.

- 18 Medical Appointments with 18 return trips
- 3 Shopping Trips with 3 return trips
- 8 Personal Trips with 8 return trips
- 57 Trips to the Senior Center with 57 return trips
- 240 Trips to the City Sponsored After School Program
- 4 Cancellations

CALENDAR OF UPCOMING EVENTS

- Friday, February 14, 2020 – Valentine's Day Luncheon at the SEM Senior Center
- Friday, March 16, 2020 – St. Patrick's Day Luncheon at the SEM Senior Center



- **Location:**
Southeast of Lidcombe Ave,
southwest side of picnic area
- **Type:** Off-street
- **Owner:** Valle Lindo School District
- **Size:** 8 docks

- **Station:** Virtual station, 90-degree
- **Orientation:**
Bikes pull backwards away from grass
- **Installation Notes:**
Install station plates 6" from grass edge.
Install wayfinding panel at edge of sidewalk.

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel

TOOLE
DESIGN

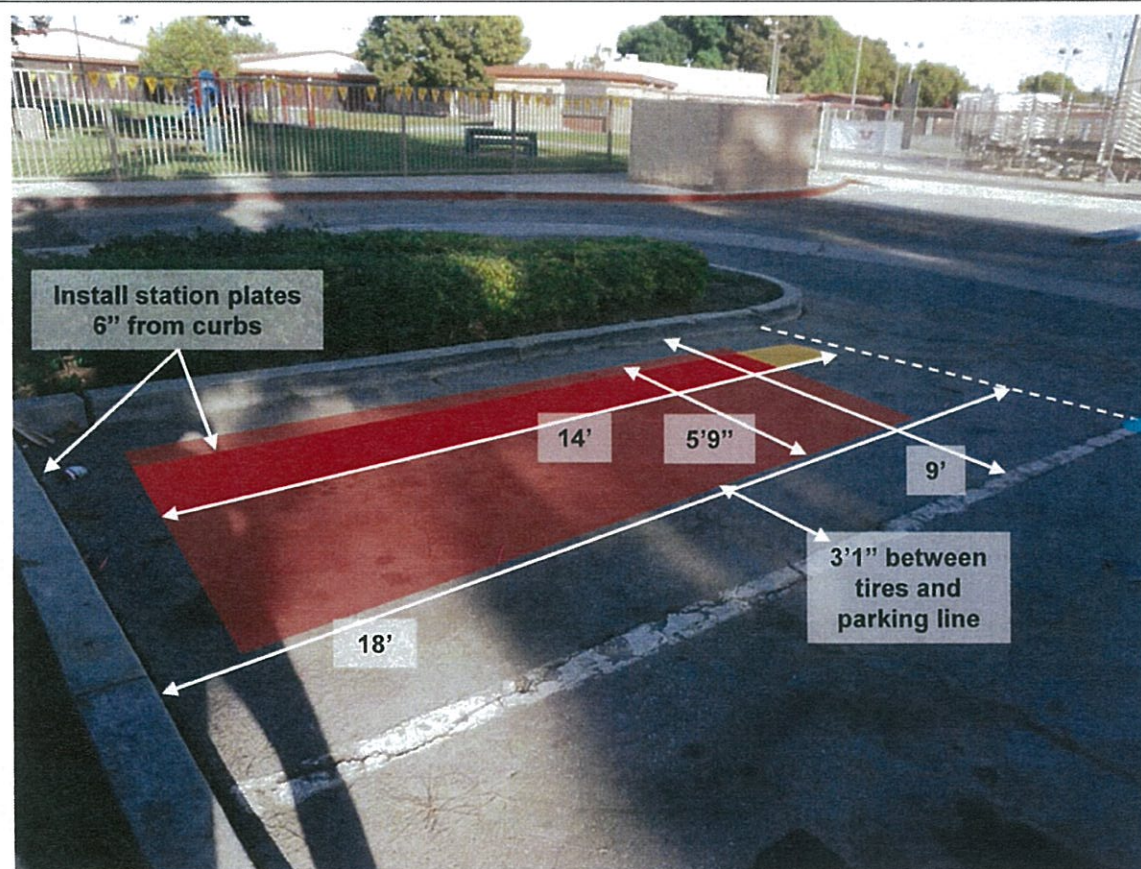


REGIONAL BIKE SHARE
SOUTH EL MONTE

Date: 2/6/2020
Version: 003

Designed: GS
Reviewed:
AV, AW

0211B
New Temple Park



- **Location:**
Southeast side of Lerma Rd, in parking spot at northeast end of lot
- **Type:** Off-street
- **Owner:** Valle Lindo School District
- **Size:** 5 docks + 1 wayfinding panel

- **Station:** Standard station, 90-degree
- **Orientation:**
Bikes pull backwards away from curb.
- **Installation Notes:**
Install station plates 6" from curb.

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel
- Flexible Delineator

TOOLE
DESIGN



REGIONAL BIKE SHARE
SOUTH EL MONTE

Date: 2/10/2020
Version: 001

Designed: JY
Reviewed: AW

0210A
Shiveley Park



Code Weekly Report – February 12, 2020

Number	Case	Topic	Action Note
1	20-0049	Building Code	Received complaint from Public Works Director Rene Salas regarding graffiti at construction site//Responded to location observed graffiti possibly gang affiliated. Made contact with property Manager Jack Owens and advised of the graffiti. Jack Owens had his meeting his crew respond to location and remove graffiti. //Conducted compliance inspection. Graffiti removed
2	20-0001	Building Code	Spoke with owner regarding rear of property maintenance issues advised to set up appointment by 1-8-19 1 pm to re-evaluate maintenance // Met with owner of property Mr Valdez regarding property maintenance issues to rear of property Gave verbal warning to reinspect 1-23-20 // Compliance removed items
3	20-0002	Property Maintenance	Request 7147-Sarah Baker - Property maintenance issues and illegal room additions and garage conversions. // attempt made no contact 1pm 1-3-20 will re try // Sent letter regarding outstanding violation // Owner came in requesting more time to conduct inspection due to work schedule Pending call back // Spoke with resident regarding inspection resident advised can conduct inspection on 1-23-20 at 11 am due work conflict // Met with owner regarding garage conversion 2 storage sheds one utilized as cooking and another as sewing area also attached to garage was additional bedroom unable to inspect will verify permits and advised owner to speak with planning and building dept to obtain proper approvals notice issued // Owner came in 2-6-20 spoke with planning regarding storage sheds and conversion
4	20-0003	Streets, Sidewalks, and Public Places	Request 7042-Juan Garcia - Garage was converted into a apt a few months ago and recently there was a electrical fire inside the converted garage last week we smell a gas leak under the driveway and we notify the gas company This morning there was sewage water coming out from inside the converted garage I feel that's it's not safe for my kids to play around that area I spoke with the owner and said there working to fix the problems it's been getting worse the converted garage has a blue door. I've call twice to code enforcement and no response this will be my last attempt before contacting the mayor // Inspected spoke with son observed middle unit no address son advised was garage will provide the necessary paperwork on 1-8-20 Notice issued tentative providing paperwork // Owner son Daniel and daughter Virginia Floyd came to city hall asking questions regarding notice issued in regards to garage conversation Owners spoke with planning department (Ian McAleese) who informed owners of new state laws which planning has to review prior to giving options on accessory dwelling unit // Owners daughter called requesting extension for 1-28-20 // Resident Jose Daniel and sister came in spoke with planning dept regarding converted garage residents advised and requested more time to see if

		they want to keep or remove converted garage.
5	20-0004 Health & Safety / Public Nuisance	Spoke with manager regarding property maintenance issues along parking lot verbal warning given manager stated will remove by 1-10-20 //Cardboard boxes removed along parking lot
6	20-0005 Property Maintenance	Spoke with property manager of location (Mr Owen) in regards to removal of city trees and pending work on sidewalk Advised to meet at city hall and obtain proper public works approval approvals obtained
7	20-0006 Building Code	Advised homeless lady if needed contacts or help while at bus Lady irate refused help Removed items along sidewalk Then I contacted sheriff Tario who advised if needed assistance she refused and left on her own will
8	20-0007 Property Maintenance	Couches removed spoke with resident
9	20-0008 Health & Safety/ Public Nuisance	Building caught fire First responders responded blocked street
10	20-0009 Health & Safety/ Public Nuisance	Spoke with owner regarding block wall maintenance and transient issues Evicted tenant removed wall cleaned property exterior
11	20-0010 Streets, Sidewalks, and Public Places	Notified sheriff regarding transients



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 12, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
N/A	Grant Application	Highway Safety Improvements Program Cycle 9	Grant Application	Project authorization is currently being coordinated with Caltrans.	- The funding application prepared by the Engineering department is approved by Caltrans. City received \$0.60m., with no local match requirement. - The project includes highway safety improvements and enhancements at 11 intersections throughout the City including traffic signal head replacement, pedestrian countdown and push button replacements. - Project estimate is \$0.60m.
292	CIP	Durfee and Thienes Traffic Signal and Lighting Project HSIPL-5352(015)	Fed Grant Closeout		Project federal closure is completed.
250	CIP	2017/18 CDBG projects (Lerma & Alesia)	Project Closeout	<u>Construction Phase:</u> Project closeout	Project was accepted by Council, Notice of Completion was filed.
290	CIP HSIP Cycle 6	Santa Anita and Fern/Elliot Traffic Signal and Lighting Project HSIPL-5352(016)	Construction Phase	<u>Construction Phase (Material Procurement):</u> - Start: End of 2018 <u>Construction Phase (Field Construction):</u> - Start: Late 2019	- Field construction is in progress. Field construction is anticipated to be completed in Spring 2020. - Coordination with SCE for signal activation is in progress.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 12, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
291	CIP HSIP Cycle 6	Thienes/Tyler Traffic Signal Project HSIPL-5352(014)	Fed Grant Closeout	<u>Construction Phase:</u> •Project closeout	•Project was federally closed out.
293	CIP HSIP Cycle 6	Rush/Peck Traffic Signal Project HSIPL-5352(017)	Pre Construction Phase	<u>Construction Phase:</u> •Start: Early 2020 (Material Procurement)	•Construction contract was awarded. •Pre-Con in progress.
294	CIP HSIP Cycle 7	Santa Anita Ave & Klingerman St, Rush St & Central Ave	Design Phase	<u>Design Phase:</u> •Start: November '18	•95% Design submittal is in progress.
N/A	Grant Application	SCAG 2018 Sustainable Communities Program Call for Applications	Grant Application	Application submitted before December 14, 2018 deadline.	•SCAG 2018 Sustainable Communities Program grant preparation was submitted. •The grant involves preparation of a regional corridor plan to improve active transportation along Rosemead Blvd.
TBD	CIP CDBG	CDBG Senior Center Restroom Renovation Project	Preliminary	<u>Design Phase:</u> •Start: May '19 •Complete: Summer '19	•The project bid package will be readvertised to receive more bids for construction (only one bid was received at the bid opening). The first bid opening was in November 2019. Rebid coordination is in progress.
140	CIP	Civic Center Interjurisdictional Bike Path Call for Projects (METRO & Greenway)	Preliminary	TBD	•Finance Department and Public Works Department are working to revise Metro forms to submit for funds extension to 2020.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 12, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
	CIP	Santa Anita Rule 20A from Fawcett to Tyler	Design Phase	TKE Street/Ped Light Plans for Corridor approved by Council on 4-23-19.	•SCE to complete PS&E package and bid for construction by end of 2019
339 340	Utility Improvements	Sanitary Sewer System	Design Phase	TBD	•Director of Public Works is meeting with design engineer to discuss next steps.
	Development Projects	Tract 72949 Mayan's Development E19	In progress	N/A	Phase 1 Onsite Improvements are being constructed. Pouring onsite curb. Buildings 11, 5, 8, and 9 under construction.
	Development Projects	PM 73087 (10413 Klingerman)	In progress	N/A	•Final map recorded. SIA recorded. Onsite permit issued and under construction.
	Development Projects	Merced Ave 1114, Tr 72012 30 Homes, Kruse	In progress	N/A	First and second Phase offsite improvements complete.
18252-10	Development Projects	2028-2038 Santa Anita Ave	Waiting on Resubmittal	N/A	•Corrections picked up by customer 1/8/20
18252-11	Development Projects	2522, 2526, 2534 Lee Ave	Waiting on Resubmittal	N/A	•Corrections picked up by customer 11/5/18. Waiting for 3rd resubmittal.
18252-12	Development Projects	10841 Klingerman Ave	Waiting on Resubmittal	N/A	•Corrections picked up 5/29/18.
1003	Development Projects	9625-9635 Rush St	Waiting on Resubmittal	N/A	•Corrections picked up by customer 2/5/19. Waiting for resubmittal.
1004	Development Projects	2102 Merced Ave, Grading	Approved	N/A	•Approved on 11/12.
1005	Development Projects	2405 Loma Ave, Final Map	Approved	N/A	•Mylar was submitted for signature. Staff report in progress for 1/28/20.
1006	Development Projects	2516 Edwards	Approved	N/A	•Approved on 9/3/2019 and sent to building dept.
1012	Development Projects	1127 Santa Anita	Waiting on Resubmittal	N/A	•Corrections picked up by customer 1/16/19. Waiting for 2nd resubmittal.



Engineering Department Weekly Update

PUBLIC WORKS
CITY OF SOUTH EL MONTE
1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540 FAX (626) 579-2107



February 12, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
1017	Development Projects	11020 Fineview	Waiting on Resubmittal	N/A	•Corrections picked up 5/22/19.
1018	Development Projects	2408 Loma Ave	Approved	N/A	•Approved. Sent to customer.
1019	Development Projects	2102 Merced Ave, Lot Line Adjustment	Approved	N/A	•Approved on 11/12/19. Sent to planning.
1020	Development Projects	2459 Strozier Ave	Under Review	N/A	•Under Review.
1021	Development Projects	2310 Seaman Ave	Approved	N/A	•Approved on 1/21/2020. Sent to Building.
1022	Development Projects	2458 Merced Ave	Under Review	N/A	•Under Review.
1023	Development Projects	2227 Sastre Ave	Under Review	N/A	•Under Review.
1024	Development Projects	2405 Loma Ave, Grading Plan	Waiting on Resubmittal	N/A	•Waiting on resubmittal and fee payment.
1025	Development Projects	Chico Ave and Humbert Ave	Under Review	N/A	•Under Review.
1026	Development Projects	1809 Durfee Ave	Under Review	N/A	•Under Review.
	Development Projects			Plan Check Activity between 2-5-20 and 2-11-20	•Number of plans submitted for plan check: 0
	R/W Review	11034 Thienes - Private Property in Street R/W on Penn Mar	In progress	N/A	City requested a plat of easements on the property prepared by the title company from the Owner to verify existing easements.



Engineering Department Weekly Update

PUBLIC WORKS
 CITY OF SOUTH EL MONTE
 1415 N. SANTA ANITA AVENUE
 SOUTH EL MONTE, CALIFORNIA 91733
 (626) 579-6540 FAX (626) 579-2107



February 12, 2020

PROJECTS

PROJECT ID	PROJECT TYPE	PROJECT NAME	STATUS	PROJECT SCHEDULE	MILESTONES/UPDATES
	Encroachment Permits			Encroachment Permit Activity between 2-5-20 and 2-11-20	•Number of permits issued: 5 •Number of inspections completed: 4



City Council Agenda Report

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

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Rene Salas, Public Works Director

SUBJECT: APPROVE LOCATIONS FOR INSTALLING E-BIKE STATIONS ON CITY PROPERTY

SUMMARY: City Staff has been working with the San Gabriel Valley Coalition of Governments (SGVCOG) and Gotcha Media Holdings, LLC, to identify locations around the City to station E-Bikes. We have identified 6 station sites, two of which are on school property at New Temple Park and Shively Park.

RECOMMENDATION: Staff recommends that the City Council approve the E-Bike Stations located on City property.

FISCAL IMPACT: The six e-bike stations will be funded through the \$4.5 million SGVCOG grant, so there is no financial impact at this time.

DISCUSSION: 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, including the City of South El Monte.

The SGVCOG completed a competitive procurement to select an operator to implement the E-Bike Share pilot program for the local participating jurisdictions. Gotcha Media was the selected operator. Gotcha currently operates at least 48 E-Bike Share systems across the country. Gotcha is implementing a similar regional E-Bike Share program in Northern San Diego county cities of Del Mar, Encinitas, and Solana Beach.

Staff identified 6 station sites for the placement of the E-Bikes and they are as follows;

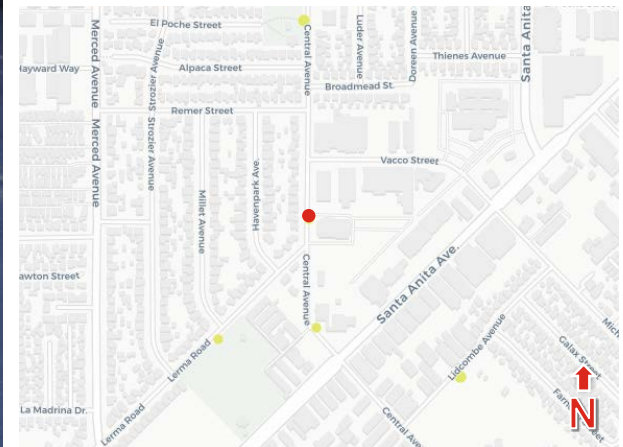
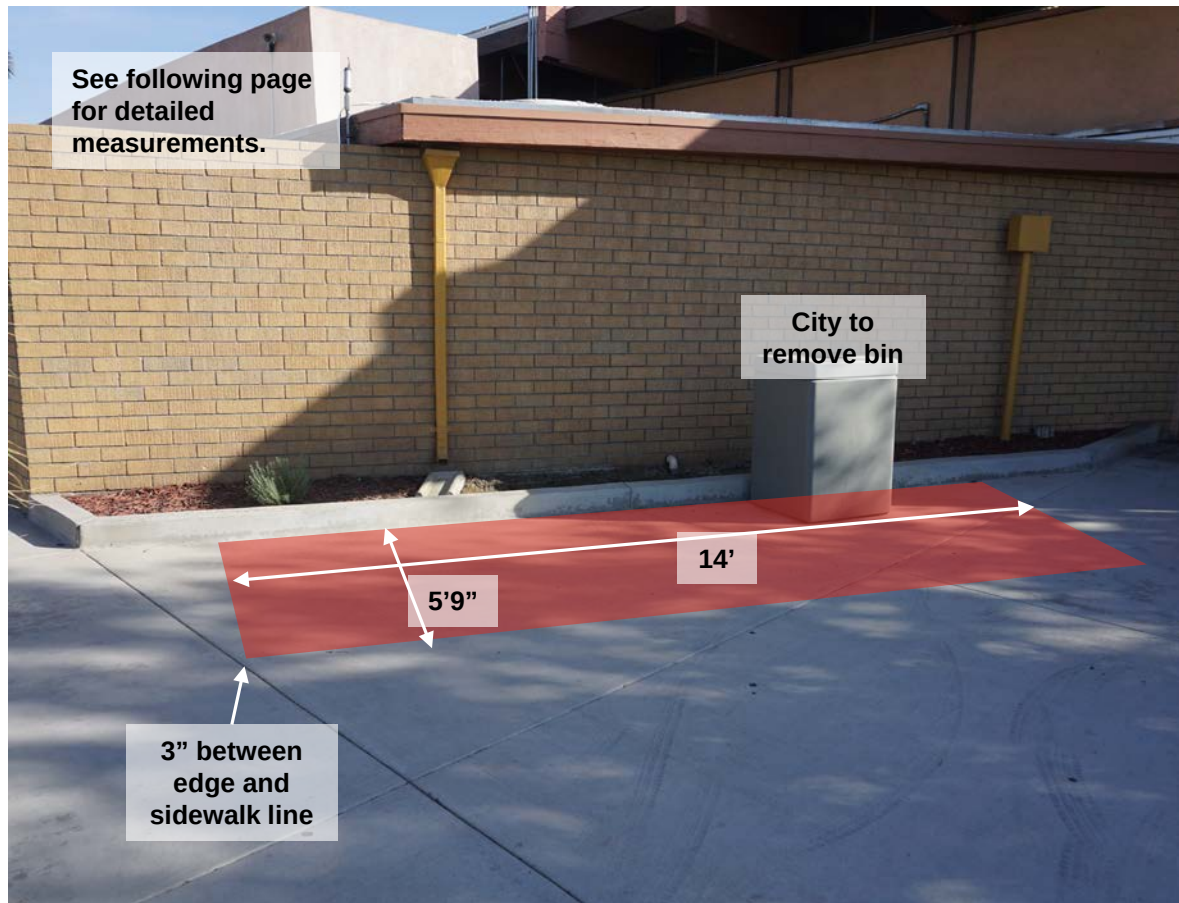
- * West side of Central Ave. south of cross walk to Mary Van Dyke Park
- * Community Center - Northwest corner on east side of Central
- * City Hall walkway, northeast of Central
- * Shively Park, parking lot
- * New Temple Park - Southeast of Lidcombe Ave, southwest side of picnic area
- * Northeast side of Michael Hunt Drive, southeast of Durfee Ave

The attached maps show the foot print of the E-Bike Station for each location above. On February 12, the Valle Lindo School Board approved the E-Bike Stations on school property at New Temple and Shively Park.

Staff is recommending that City Council approve the 6 E-Bike Stations location within the City.

ATTACHMENTS:

[E-Bike South El Monte Site Plans](#)



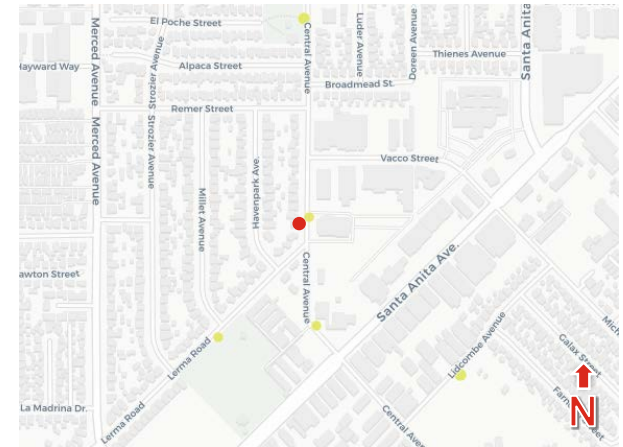
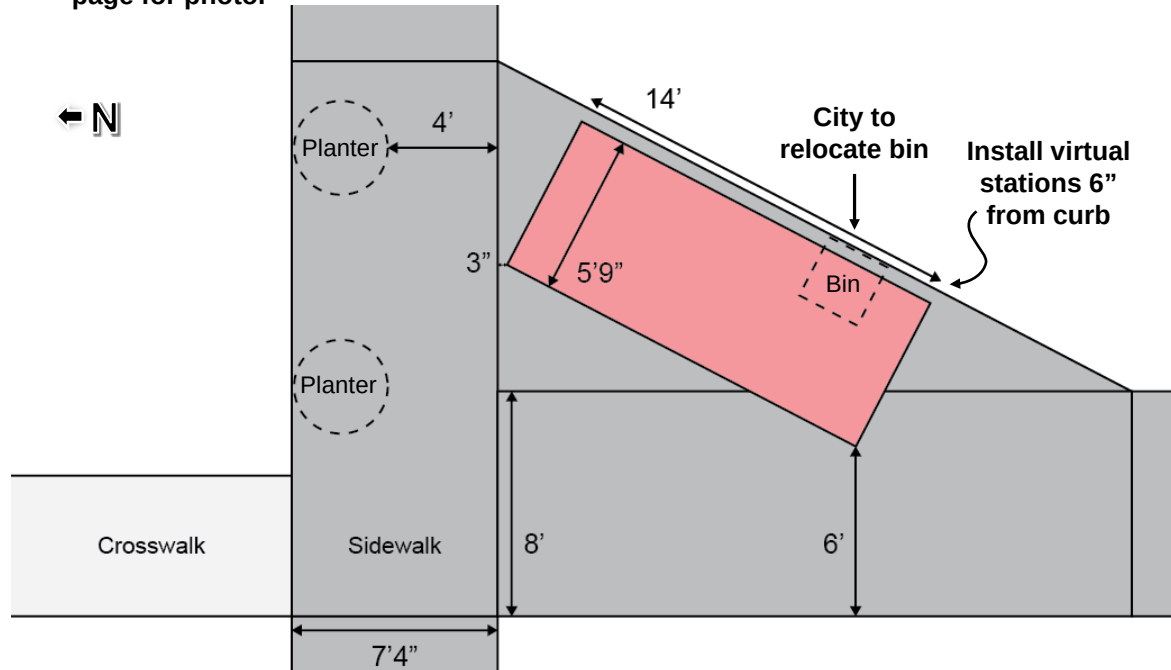
- **Location:**
Northwest corner of South El Monte Community Center, east of Central Ave
- **Type:** Sidewalk
- **Owner:** City of South El Monte
- **Size:** 6 docks

- **Station:** Virtual station, 90-degree
- **Orientation:**
Bikes pull backwards away from wall
- **Installation Notes:**
City to remove bin.

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel

See previous page for photo.

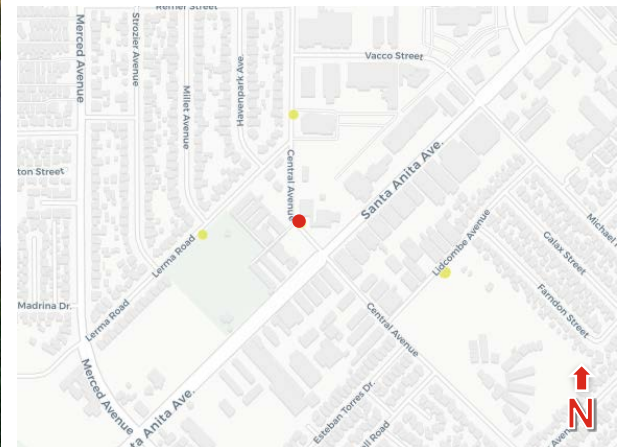
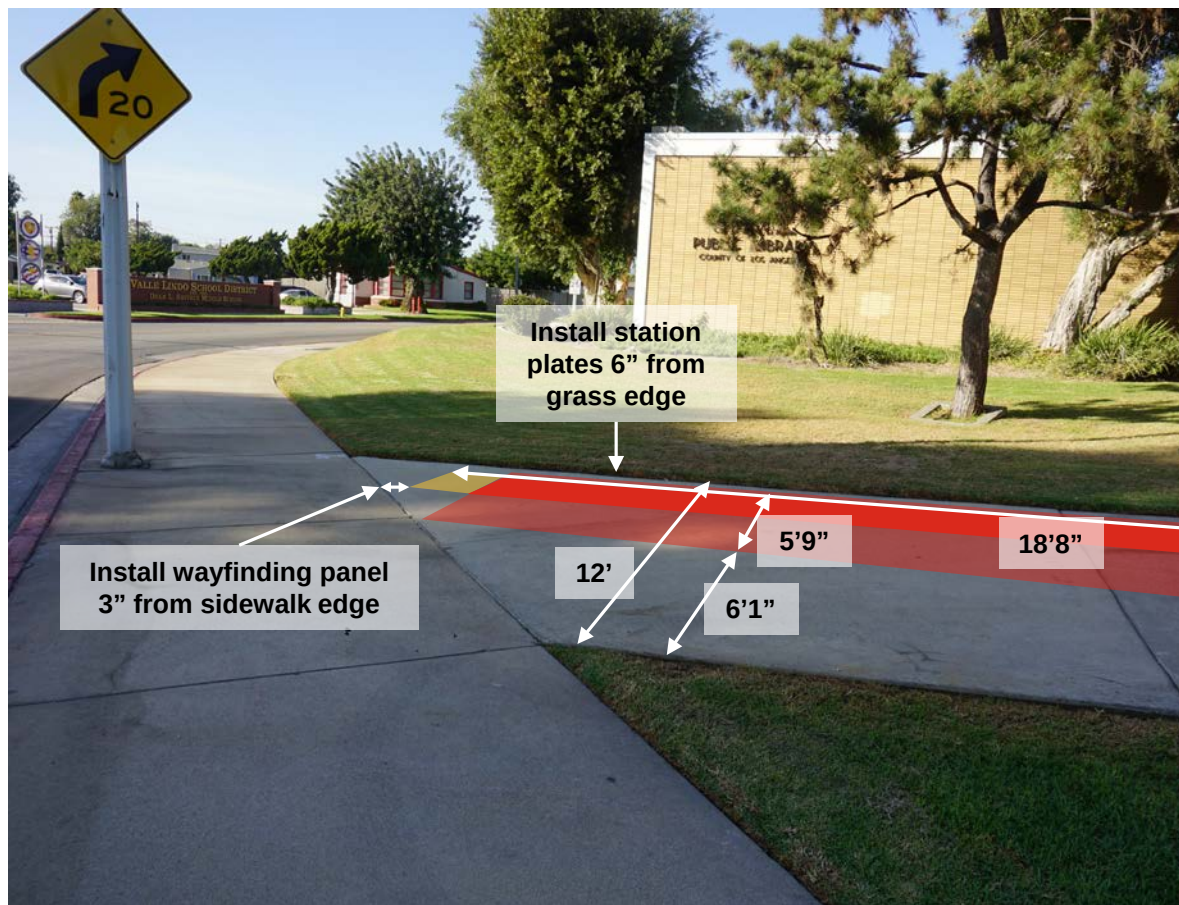


- **Location:**
Northwest corner of South El Monte Community Center, east of Central Ave
- **Type:** Sidewalk
- **Owner:** City of South El Monte
- **Size:** 6 docks

- **Station:** Virtual station, 90-degree
- **Orientation:**
Bikes pull backwards away from wall
- **Installation Notes:**
City to remove bin.

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel

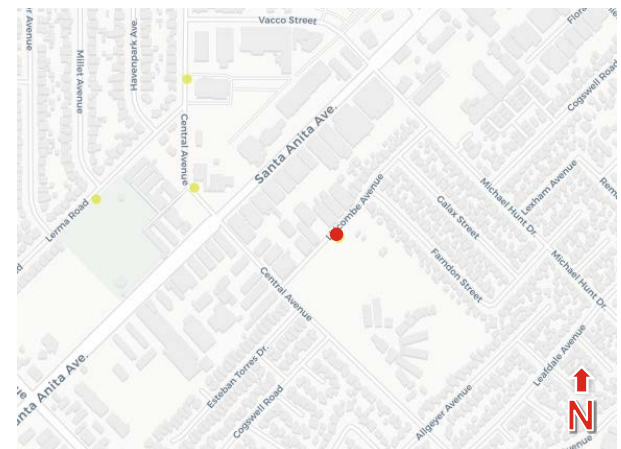
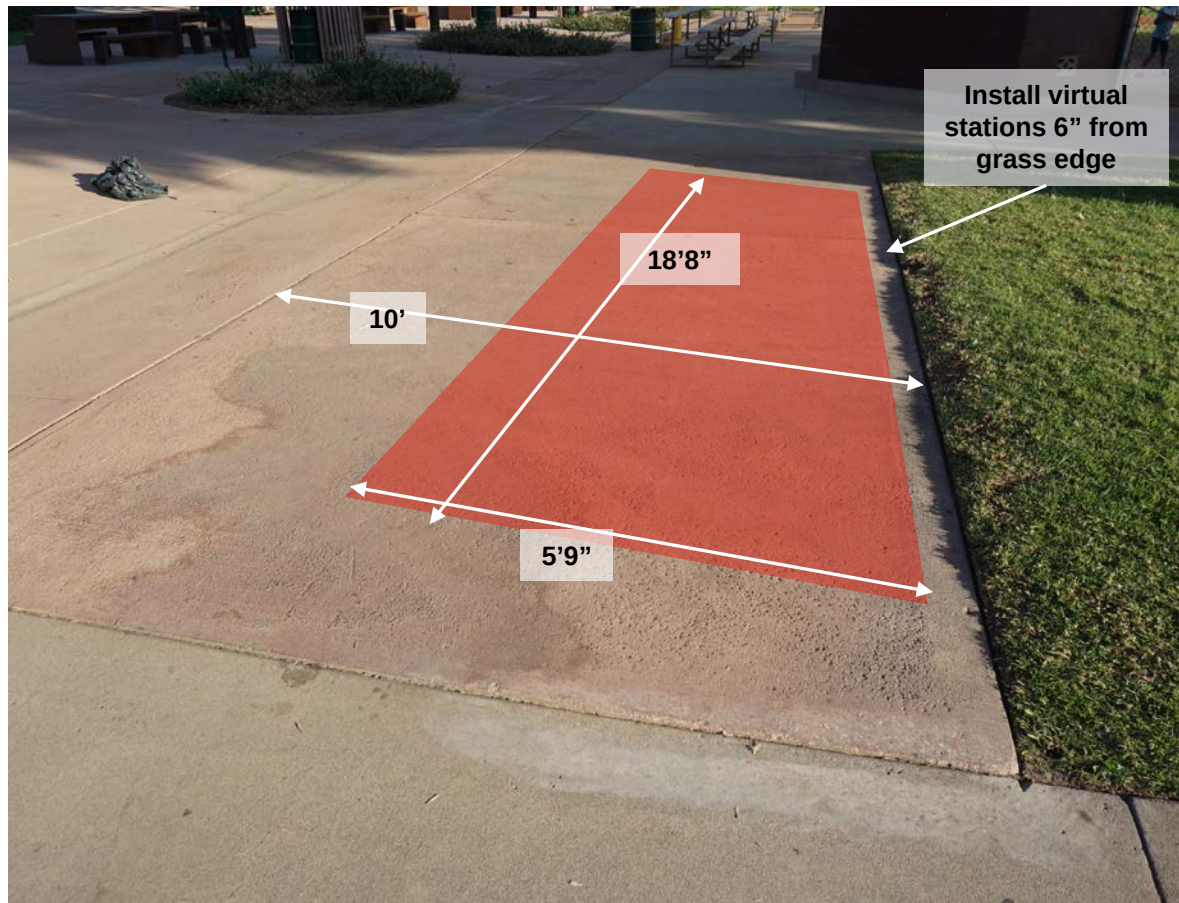


- **Location:**
North side of City Hall walkway,
northeast of Central Ave
- **Type:** Sidewalk
- **Owner:** City of South El Monte
- **Size:** 8 docks + 1 wayfinding panel

- **Station:** Standard station, 90-degree
- **Orientation:**
Bikes pull backwards away from grass
- **Installation Notes:**
Install station plates 6" from grass edge

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel

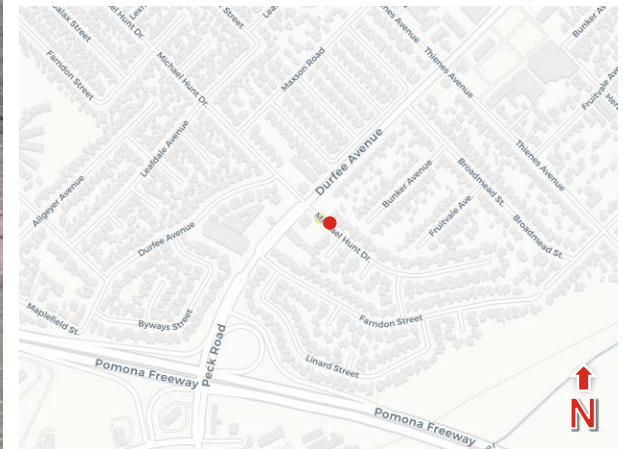
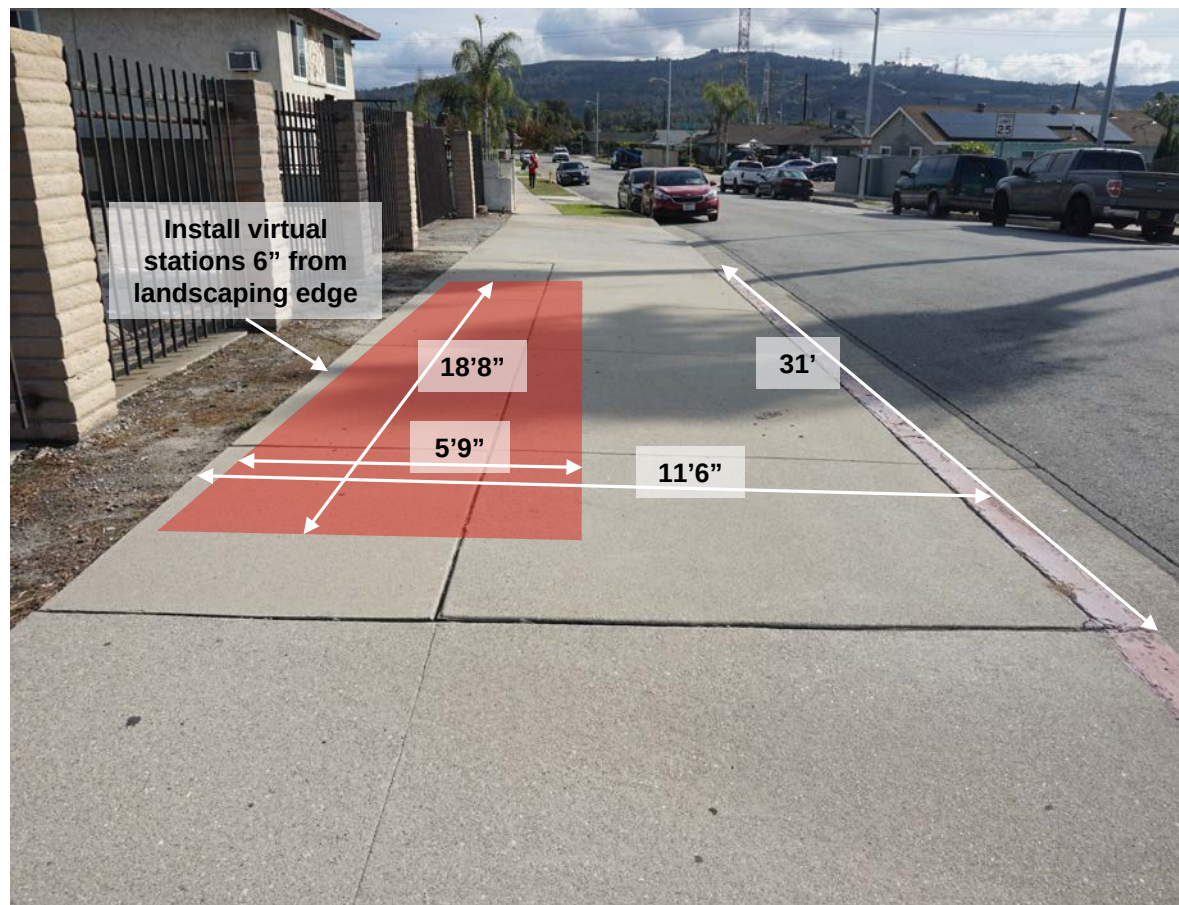


- **Location:**
Southeast of Lidcombe Ave,
southwest side of picnic area
- **Type:** Off-street
- **Owner:** Valle Lindo School District
- **Size:** 8 docks

- **Station:** Virtual station, 90-degree
- **Orientation:**
Bikes pull backwards away from grass
- **Installation Notes:**
Install station plates 6" from grass edge.
Install wayfinding panel at edge of sidewalk.

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel



- **Location:** Northeast side of Michael Hunt Dr, southeast of Durfee Ave
- **Type:** Sidewalk
- **Owner:** City of South El Monte
- **Size:** 8 docks
- **Station:** Virtual station, 90-degree
- **Orientation:** Bikes pull backwards away from fence
- **Installation Notes:** Install station plates 5" from landscaping edge.

LEGEND

- Station Plates
- Bike Overhang
- Wayfinding Panel



City Council Agenda Report

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

DATE: February 25, 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: ADOPT RESOLUTION NO. 20-13, APPROVING A CITY-WIDE SALARY SCHEDULE IN COMPLIANCE WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) REQUIREMENTS

SUMMARY: The City of South El Monte contracts with the CalPERS to provide retirement benefits for its employees. In order to comply with applicable sections of the California Government Code (Government Code), California Code of Regulations (CCR) and the City's contract with CalPERS, as it relates to earnable compensation for purposes of calculating employees retirement benefits, staff is recommending the adoption of a City-wide Salary Schedule. This resolution would not make any changes to salaries for City employees. Instead, it would make available in a single document City salaries already approved by the City Council.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 20-13, approving a city-wide salary schedule in compliance with CalPERS requirements.

FISCAL IMPACT: There is no fiscal impact associated with the adoption of the City-wide Salary Schedule.

DISCUSSION: On April 13, 2011, the CalPERS Board of Administration adopted regulation requirements for public employers in regards to the availability of pay schedules for public employees, which became effective August 10, 2011. CCR Title 2, Section 570.5 and amendments to CCR Section 571, subsection (b), require that City Council, or governing body, adopt and approve a pay schedule that meets the following criteria:

- (1) Identifies the position title for every employee position;

- (2) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (3) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (4) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (5) Indicates an effective date and date of any revisions;
- (6) Is retained by the employer and available for public inspection for not less than five years; and
- (7) Does not reference another document in lieu of disclosing the pay rate.

Due to the importance of ensuring that employee's earnings are accurately reported to CalPERS for the calculation of retirement benefits, staff believes it is essential that the City implement a pay schedule that meets the criteria noted above. Otherwise, CalPERS could potentially determine that the reported earnings fail to meet the definition of pay rate as describe in Public Employees Retirement Law (PERL) Government Code Section 20636, and will use its discretion to calculate retirement benefits for employees.

The City Council approves all salary and benefit schedules and/or adjustments for all positions, to include position titles and pay rates/ranges for each bargaining unit, unrepresented employee groups and the City Manager. While the approved Memorandum of Understandings (MOU) for the bargaining units, resolutions, contracts, agreements and respective amendments note the approved position titles and pay rates, the existing government codes and regulations does not permit referencing another document in lieu of disclosing the pay rate for each position. Approving and adopting a City-wide Salary Schedule will consolidate all of this information into one document for fiscal years 2018-2020. Any position title and/or pay rate adjustments or changes would trigger an amendment to this City-wide Salary Schedule for City Council review and consideration.

ATTACHMENTS:

[Attachment A - Resolution No. 20-13](#)

[Attachment B - City-wide Salary Schedule](#)

ATTACHMENT A

RESOLUTION NO. 20-13

A RESOLUTION OF THE CITY OF SOUTH EL MONTE CITY COUNCIL
APPROVING A PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY
SCHEDULE AS REQUIRED BY CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM (CALPERS)

WHEREAS, the City of South El Monte ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual payrate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to adopt a publicly available pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby approves:

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

SECTION 2. That the City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

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

PASSED, APPROVED AND ADOPTED this 25th day of February, 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. 20-13, 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 25th day of February, 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
SALARY SCHEDULE
Effective July 1, 2018
EXECUTIVE FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
City Manager	N/A	\$ 15,000				
Assistant City Manager	N/A	\$ 13,333				
Deputy City Manager	N/A	\$ 10,325	\$ 10,841	\$ 11,383	\$ 11,952	\$ 12,550
City Clerk	N/A	\$ 9,259				
Community Development Director	N/A	\$ 9,825	\$ 10,316	\$ 10,832	\$ 11,373	\$ 11,942
Finance Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Public Works Director	N/A	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective July 1, 2019
EXECUTIVE FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
City Manager	N/A	\$ 15,000				
Assistant City Manager	N/A	\$ 13,333				
Deputy City Manager	N/A	\$ 10,325	\$ 10,841	\$ 11,383	\$ 11,952	\$ 12,550
City Clerk	N/A	\$ 9,723				
Community Development Director	N/A	\$ 9,825	\$ 10,316	\$ 10,831	\$ 11,373	\$ 11,942
Finance Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Public Works Director	N/A	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680

Current City Clerk Rate

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective February 25, 2020
EXECUTIVE FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
City Manager	N/A	Per Contract and Separate Resolution				
Assistant City Manager	N/A	Not filled at this time				
Deputy City Manager	N/A	\$ 10,325	\$ 10,841	\$ 11,383	\$ 11,952	\$ 12,550
City Clerk	N/A	\$ 7,919	\$ 8,336	\$ 8,775	\$ 9,237	\$ 9,723
Community Development Director	N/A	\$ 9,825	\$ 10,316	\$ 10,832	\$ 11,373	\$ 11,942
Finance Director	N/A	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
Public Works Director	N/A	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective July 1, 2018
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Manager	56	\$ 7,203	\$ 7,563	\$ 7,941	\$ 8,338	\$ 8,755
Accounting Specialist	40	\$ 4,746	\$ 4,984	\$ 5,233	\$ 5,495	\$ 5,769
Accounting Technician	40	\$ 4,287	\$ 4,502	\$ 4,727	\$ 4,963	\$ 5,211
Administrative Assistant	34	\$ 3,960	\$ 4,158	\$ 4,366	\$ 4,584	\$ 4,813
Administrative Technician	38	\$ 3,979	\$ 4,118	\$ 4,387	\$ 4,606	\$ 4,837
Community Services Manager	56	\$ 6,456	\$ 6,778	\$ 7,116	\$ 7,472	\$ 7,846
Executive Assistant	36	\$ 4,532	\$ 4,758	\$ 4,997	\$ 5,246	\$ 5,508
Personnel Analyst	46	\$ 5,185	\$ 5,444	\$ 5,716	\$ 6,002	\$ 6,302
Senior Executive Assistant	42	\$ 5,168	\$ 5,426	\$ 5,699	\$ 5,983	\$ 6,281
Accountant	44	\$ 4,930	\$ 5,175	\$ 5,435	\$ 5,705	\$ 5,990
Administrative Clerk Public Safety	26	\$ 2,975	\$ 3,124	\$ 3,280	\$ 3,445	\$ 3,617
Assistant Planner	44	\$ 4,912	\$ 5,158	\$ 5,416	\$ 5,688	\$ 5,972
Building Maintenance Supervisor	46	\$ 5,398	\$ 5,668	\$ 5,952	\$ 6,250	\$ 6,562
Clerical Assistant	20	\$ 2,850	\$ 2,993	\$ 3,143	\$ 3,230	\$ 3,465
Code Enforcement Officer	35	\$ 4,515	\$ 4,740	\$ 4,978	\$ 5,226	\$ 5,489
Code Enforcement Supervisor	40	\$ 5,113	\$ 5,368	\$ 5,637	\$ 5,918	\$ 6,213
Comm. Dev. Executive Assistant	36	\$ 4,532	\$ 4,758	\$ 4,997	\$ 5,246	\$ 5,508
Community Services Secretary	36	\$ 4,027	\$ 4,228	\$ 4,439	\$ 4,660	\$ 4,894
Communications Coordinator	33	\$ 4,333	\$ 4,507	\$ 4,680	\$ 4,853	\$ 5,027
Department Clerk	32	\$ 3,872	\$ 4,066	\$ 4,269	\$ 4,482	\$ 4,705
Deputy City Clerk	37	\$ 4,703	\$ 4,939	\$ 5,186	\$ 5,445	\$ 5,717
Driver Class B	22	\$ 2,652	\$ 2,785	\$ 2,924	\$ 3,070	\$ 3,224
Equipment Mechanic	34	\$ 4,204	\$ 4,414	\$ 4,634	\$ 4,866	\$ 5,110
Finance Clerk	32	\$ 3,448	\$ 3,515	\$ 3,690	\$ 3,875	\$ 4,069
Grants Coordinator	35	\$ 4,547	\$ 4,774	\$ 5,013	\$ 5,264	\$ 5,527
Landscape Supervisor	46	\$ 5,169	\$ 5,427	\$ 5,699	\$ 5,983	\$ 6,282
License Enforcement Officer	32	\$ 3,348	\$ 3,515	\$ 3,690	\$ 3,875	\$ 4,069
Maintenance Worker I	26	\$ 3,504	\$ 3,679	\$ 3,863	\$ 4,057	\$ 4,260
Maintenance Worker II	39	\$ 4,181	\$ 4,390	\$ 4,610	\$ 4,840	\$ 5,083
Office Assistant	18	\$ 3,151	\$ 3,310	\$ 3,475	\$ 3,649	\$ 3,831
Public Safety Officer	25	\$ 2,828	\$ 2,970	\$ 3,119	\$ 3,275	\$ 3,439
Public Works Analyst	44	\$ 4,912	\$ 5,158	\$ 5,416	\$ 5,688	\$ 5,972
Public Works Supervisor	48	\$ 5,357	\$ 5,518	\$ 5,684	\$ 5,854	\$ 6,030
Receptionist	18	\$ 2,866	\$ 3,010	\$ 3,161	\$ 3,319	\$ 3,485
Recreation Coordinator	34	\$ 3,962	\$ 4,160	\$ 4,368	\$ 4,586	\$ 4,816
Recreation Specialist	22	\$ 2,751	\$ 2,887	\$ 3,033	\$ 3,184	\$ 3,344
Recreation Supervisor	48	\$ 5,084	\$ 5,338	\$ 5,605	\$ 5,885	\$ 6,180

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective July 1, 2018
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Senior Accountant	51	\$ 5,814	\$ 6,105	\$ 6,410	\$ 6,730	\$ 7,067
Senior Building Inspector	56	\$ 6,056	\$ 6,359	\$ 6,677	\$ 7,010	\$ 7,361
Senior Center Receptionist	18	\$ 2,851	\$ 2,994	\$ 3,144	\$ 3,301	\$ 3,466
Senior Services Specialist	22	\$ 2,751	\$ 2,887	\$ 3,033	\$ 3,184	\$ 3,344
Senior Services Supervisor	48	\$ 5,255	\$ 5,518	\$ 5,794	\$ 6,084	\$ 6,388
Street Supervisor	46	\$ 5,169	\$ 5,427	\$ 5,699	\$ 5,983	\$ 6,282

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective June 24, 2019
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Manager	56	\$ 7,419	\$ 7,790	\$ 8,180	\$ 8,589	\$ 9,018
Accounting Specialist	40	\$ 4,888	\$ 5,133	\$ 5,390	\$ 5,660	\$ 5,943
Accounting Technician	40	\$ 4,416	\$ 4,636	\$ 4,868	\$ 5,111	\$ 5,367
Administrative Assistant	34	\$ 4,078	\$ 4,282	\$ 4,496	\$ 4,721	\$ 4,957
Administrative Technician	38	\$ 4,098	\$ 4,303	\$ 4,518	\$ 4,744	\$ 4,981
Community Services Manager	56	\$ 6,650	\$ 6,982	\$ 7,331	\$ 7,698	\$ 8,083
Executive Assistant	36	\$ 4,668	\$ 4,901	\$ 5,146	\$ 5,403	\$ 5,673
Personnel Analyst	46	\$ 5,341	\$ 5,608	\$ 5,888	\$ 6,182	\$ 6,491
Senior Executive Assistant	42	\$ 5,323	\$ 5,589	\$ 5,868	\$ 6,161	\$ 6,469
Accountant	44	\$ 5,078	\$ 5,332	\$ 5,599	\$ 5,879	\$ 6,173
Administrative Clerk Public Safety	26	\$ 3,064	\$ 3,217	\$ 3,378	\$ 3,547	\$ 3,724
Assistant Planner	44	\$ 5,060	\$ 5,313	\$ 5,579	\$ 5,858	\$ 6,151
Building Maintenance Supervisor	46	\$ 5,560	\$ 5,838	\$ 6,130	\$ 6,437	\$ 6,759
Clerical Assistant	20	\$ 2,935	\$ 3,082	\$ 3,236	\$ 3,398	\$ 3,568
Code Enforcement Officer	35	\$ 4,650	\$ 4,883	\$ 5,127	\$ 5,383	\$ 5,652
Code Enforcement Supervisor	40	\$ 5,266	\$ 5,530	\$ 5,807	\$ 6,097	\$ 6,402
Comm. Dev. Executive Assistant	36	\$ 4,668	\$ 4,901	\$ 5,146	\$ 5,403	\$ 5,673
Community Services Secretary	36	\$ 4,148	\$ 4,355	\$ 4,573	\$ 4,802	\$ 5,042
Communications Coordinator	33	\$ 4,463	\$ 4,686	\$ 4,920	\$ 5,166	\$ 5,424
Department Clerk	32	\$ 3,988	\$ 4,188	\$ 4,397	\$ 4,617	\$ 4,848
Deputy City Clerk	37	\$ 4,844	\$ 5,087	\$ 5,341	\$ 5,608	\$ 5,888
Driver Class B	22	\$ 2,732	\$ 2,868	\$ 3,011	\$ 3,162	\$ 3,320
Equipment Mechanic	34	\$ 4,330	\$ 4,547	\$ 4,774	\$ 5,013	\$ 5,264
Finance Clerk	32	\$ 3,551	\$ 3,729	\$ 3,915	\$ 4,111	\$ 4,317
Grants Coordinator	35	\$ 4,683	\$ 4,918	\$ 5,164	\$ 5,422	\$ 5,693
Landscape Supervisor	46	\$ 5,324	\$ 5,591	\$ 5,871	\$ 6,165	\$ 6,473
License Enforcement Officer	32	\$ 3,448	\$ 3,620	\$ 3,801	\$ 3,991	\$ 4,191
Maintenance Worker I	26	\$ 3,609	\$ 3,790	\$ 3,980	\$ 4,179	\$ 4,388
Maintenance Worker II	39	\$ 4,306	\$ 4,522	\$ 4,748	\$ 4,985	\$ 5,234
Office Assistant	18	\$ 3,246	\$ 3,408	\$ 3,578	\$ 3,757	\$ 3,945
Public Safety Officer	25	\$ 2,913	\$ 3,059	\$ 3,212	\$ 3,373	\$ 3,542
Public Works Analyst	44	\$ 5,059	\$ 5,312	\$ 5,578	\$ 5,857	\$ 6,150
Public Works Supervisor	48	\$ 5,518	\$ 5,794	\$ 6,084	\$ 6,388	\$ 6,707
Receptionist	18	\$ 2,952	\$ 3,100	\$ 3,255	\$ 3,418	\$ 3,589
Recreation Coordinator	34	\$ 4,081	\$ 4,285	\$ 4,499	\$ 4,724	\$ 4,960
Recreation Specialist	22	\$ 2,834	\$ 2,975	\$ 3,124	\$ 3,280	\$ 3,444
Recreation Supervisor	48	\$ 5,236	\$ 5,498	\$ 5,773	\$ 6,062	\$ 6,365

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective June 24, 2019
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Senior Accountant	51	\$ 5,988	\$ 6,288	\$ 6,602	\$ 6,932	\$ 7,279
Senior Building Inspector	56	\$ 6,238	\$ 6,550	\$ 6,878	\$ 7,222	\$ 7,583
Senior Center Receptionist	18	\$ 2,937	\$ 3,083	\$ 3,237	\$ 3,399	\$ 3,569
Senior Services Specialist	22	\$ 2,834	\$ 2,975	\$ 3,124	\$ 3,280	\$ 3,444
Senior Services Supervisor	48	\$ 5,413	\$ 5,683	\$ 5,967	\$ 6,265	\$ 6,578
Street Supervisor	46	\$ 5,324	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective July 1, 2019
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Manager	56	\$ 7,493	\$ 7,868	\$ 8,261	\$ 8,674	\$ 9,108
Accounting Specialist	40	\$ 4,937	\$ 5,184	\$ 5,443	\$ 5,716	\$ 6,001
Accounting Technician	40	\$ 4,460	\$ 4,683	\$ 4,917	\$ 5,163	\$ 5,421
Administrative Assistant	34	\$ 4,119	\$ 4,325	\$ 4,541	\$ 4,769	\$ 5,007
Administrative Technician	38	\$ 4,139	\$ 4,346	\$ 4,564	\$ 4,792	\$ 5,031
Community Services Manager	56	\$ 6,716	\$ 7,052	\$ 7,405	\$ 7,775	\$ 8,164
Executive Assistant	36	\$ 4,715	\$ 4,950	\$ 5,198	\$ 5,458	\$ 5,731
Personnel Analyst	46	\$ 5,394	\$ 5,664	\$ 5,947	\$ 6,244	\$ 6,556
Senior Executive Assistant	42	\$ 5,376	\$ 5,645	\$ 5,927	\$ 6,224	\$ 6,535
Accountant	44	\$ 5,129	\$ 5,385	\$ 5,654	\$ 5,937	\$ 6,234
Administrative Clerk Public Safety	26	\$ 3,095	\$ 3,250	\$ 3,412	\$ 3,583	\$ 3,762
Assistant Planner	44	\$ 5,110	\$ 5,366	\$ 5,634	\$ 5,916	\$ 6,212
Building Maintenance Supervisor	46	\$ 5,615	\$ 5,896	\$ 6,191	\$ 6,500	\$ 6,826
Clerical Assistant	20	\$ 2,965	\$ 3,113	\$ 3,269	\$ 3,432	\$ 3,604
Code Enforcement Officer	35	\$ 4,697	\$ 4,932	\$ 5,178	\$ 5,437	\$ 5,709
Code Enforcement Supervisor	40	\$ 5,319	\$ 5,585	\$ 5,864	\$ 6,157	\$ 6,465
Comm. Dev. Executive Assistant	36	\$ 4,715	\$ 4,950	\$ 5,198	\$ 5,458	\$ 5,731
Community Services Secretary	36	\$ 4,189	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,092
Communications Coordinator	33	\$ 4,508	\$ 4,733	\$ 4,970	\$ 5,218	\$ 5,479
Department Clerk	32	\$ 4,028	\$ 4,229	\$ 4,441	\$ 4,663	\$ 4,896
Deputy City Clerk	37	\$ 4,893	\$ 5,137	\$ 5,394	\$ 5,664	\$ 5,947
Driver Class B	22	\$ 2,759	\$ 2,897	\$ 3,042	\$ 3,194	\$ 3,353
Equipment Mechanic	34	\$ 4,373	\$ 4,592	\$ 4,822	\$ 5,063	\$ 5,316
Finance Clerk	32	\$ 3,587	\$ 3,766	\$ 3,954	\$ 4,152	\$ 4,360
Grants Coordinator	35	\$ 4,730	\$ 4,967	\$ 5,215	\$ 5,476	\$ 5,750
Landscape Supervisor	46	\$ 5,378	\$ 5,647	\$ 5,929	\$ 6,225	\$ 6,537
License Enforcement Officer	32	\$ 3,483	\$ 3,657	\$ 3,840	\$ 4,031	\$ 4,233
Maintenance Worker I	26	\$ 3,645	\$ 3,827	\$ 4,019	\$ 4,220	\$ 4,431
Maintenance Worker II	39	\$ 4,349	\$ 4,567	\$ 4,795	\$ 5,035	\$ 5,287
Office Assistant	18	\$ 3,278	\$ 3,442	\$ 3,614	\$ 3,795	\$ 3,985
Public Safety Officer	25	\$ 2,942	\$ 3,090	\$ 3,244	\$ 3,406	\$ 3,577
Public Works Analyst	44	\$ 5,110	\$ 5,365	\$ 5,634	\$ 5,915	\$ 6,211
Public Works Supervisor	48	\$ 5,573	\$ 5,852	\$ 6,144	\$ 6,452	\$ 6,774
Receptionist	18	\$ 2,982	\$ 3,131	\$ 3,287	\$ 3,452	\$ 3,624
Recreation Coordinator	34	\$ 4,122	\$ 4,328	\$ 4,544	\$ 4,771	\$ 5,010
Recreation Specialist	22	\$ 2,862	\$ 3,005	\$ 3,155	\$ 3,313	\$ 3,479
Recreation Supervisor	48	\$ 5,289	\$ 5,553	\$ 5,831	\$ 6,122	\$ 6,428

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective July 1, 2019
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Senior Accountant	51	\$ 6,048	\$ 6,351	\$ 6,668	\$ 7,002	\$ 7,352
Senior Building Inspector	56	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293	\$ 7,658
Senior Center Receptionist	18	\$ 2,966	\$ 3,114	\$ 3,270	\$ 3,433	\$ 3,605
Senior Services Specialist	22	\$ 2,862	\$ 3,005	\$ 3,155	\$ 3,313	\$ 3,479
Senior Services Supervisor	48	\$ 5,467	\$ 5,740	\$ 6,027	\$ 6,328	\$ 6,645
Street Supervisor	46	\$ 5,377	\$ 5,646	\$ 5,928	\$ 6,225	\$ 6,536

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective September 22, 2019
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accounting Manager	56	\$ 7,793	\$ 8,183	\$ 8,592	\$ 9,021	\$ 9,472
Accounting Specialist	40	\$ 5,135	\$ 5,392	\$ 5,661	\$ 5,944	\$ 6,241
Accounting Technician	40	\$ 4,638	\$ 4,870	\$ 5,114	\$ 5,369	\$ 5,638
Administrative Assistant	34	\$ 4,284	\$ 4,498	\$ 4,723	\$ 4,959	\$ 5,207
Administrative Technician	38	\$ 4,305	\$ 4,520	\$ 4,746	\$ 4,984	\$ 5,233
Community Services Manager	56	\$ 6,985	\$ 7,334	\$ 7,701	\$ 8,086	\$ 8,490
Executive Assistant	36	\$ 4,903	\$ 5,148	\$ 5,406	\$ 5,676	\$ 5,960
Personnel Analyst	46	\$ 5,610	\$ 5,890	\$ 6,185	\$ 6,494	\$ 6,819
Senior Executive Assistant	42	\$ 5,591	\$ 5,871	\$ 6,164	\$ 6,473	\$ 6,796
Accountant	44	\$ 5,334	\$ 5,601	\$ 5,881	\$ 6,175	\$ 6,483
Administrative Clerk Public Safety	26	\$ 3,219	\$ 3,380	\$ 3,549	\$ 3,726	\$ 3,912
Assistant Planner	44	\$ 5,315	\$ 5,580	\$ 5,859	\$ 6,152	\$ 6,460
Building Maintenance Supervisor	46	\$ 5,840	\$ 6,132	\$ 6,439	\$ 6,761	\$ 7,099
Clerical Assistant	20	\$ 3,083	\$ 3,237	\$ 3,399	\$ 3,569	\$ 3,748
Code Enforcement Officer	35	\$ 4,885	\$ 5,129	\$ 5,386	\$ 5,655	\$ 5,938
Code Enforcement Supervisor	40	\$ 5,532	\$ 5,808	\$ 6,099	\$ 6,404	\$ 6,724
Comm. Dev. Executive Assistant	36	\$ 4,903	\$ 5,148	\$ 5,406	\$ 5,676	\$ 5,960
Community Services Secretary	36	\$ 4,357	\$ 4,575	\$ 4,803	\$ 5,044	\$ 5,296
Communications Coordinator	33	\$ 4,688	\$ 4,922	\$ 5,168	\$ 5,427	\$ 5,698
Department Clerk	32	\$ 4,189	\$ 4,399	\$ 4,619	\$ 4,849	\$ 5,092
Deputy City Clerk	37	\$ 5,088	\$ 5,343	\$ 5,610	\$ 5,891	\$ 6,185
Driver Class B	22	\$ 2,869	\$ 3,013	\$ 3,163	\$ 3,321	\$ 3,488
Equipment Mechanic	34	\$ 4,548	\$ 4,776	\$ 5,015	\$ 5,265	\$ 5,529
Finance Clerk	32	\$ 3,730	\$ 3,917	\$ 4,112	\$ 4,318	\$ 4,534
Grants Coordinator	35	\$ 4,919	\$ 5,165	\$ 5,424	\$ 5,695	\$ 5,980
Landscape Supervisor	46	\$ 5,593	\$ 5,872	\$ 6,166	\$ 6,474	\$ 6,798
License Enforcement Officer	32	\$ 3,622	\$ 3,803	\$ 3,993	\$ 4,193	\$ 4,402
Maintenance Worker I	26	\$ 3,791	\$ 3,981	\$ 4,180	\$ 4,389	\$ 4,608
Maintenance Worker II	39	\$ 4,523	\$ 4,750	\$ 4,987	\$ 5,236	\$ 5,498
Office Assistant	18	\$ 3,409	\$ 3,580	\$ 3,759	\$ 3,947	\$ 4,144
Public Safety Officer	25	\$ 3,060	\$ 3,213	\$ 3,374	\$ 3,543	\$ 3,720
Public Works Analyst	44	\$ 5,314	\$ 5,580	\$ 5,859	\$ 6,152	\$ 6,460
Public Works Supervisor	48	\$ 5,796	\$ 6,086	\$ 6,390	\$ 6,710	\$ 7,045
Receptionist	18	\$ 3,101	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,769
Recreation Coordinator	34	\$ 4,287	\$ 4,501	\$ 4,726	\$ 4,962	\$ 5,210
Recreation Specialist	22	\$ 2,976	\$ 3,125	\$ 3,281	\$ 3,445	\$ 3,618
Recreation Supervisor	48	\$ 5,500	\$ 5,775	\$ 6,064	\$ 6,367	\$ 6,685

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective September 22, 2019
FULL-TIME EMPLOYEES
(Expressed in monthly rates)

<u>JOB TITLE</u>	<u>SALARY RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Senior Accountant	51	\$ 6,290	\$ 6,605	\$ 6,935	\$ 7,282	\$ 7,646
Senior Building Inspector	56	\$ 6,552	\$ 6,880	\$ 7,224	\$ 7,585	\$ 7,964
Senior Center Receptionist	18	\$ 3,085	\$ 3,239	\$ 3,401	\$ 3,571	\$ 3,749
Senior Services Specialist	22	\$ 2,976	\$ 3,125	\$ 3,281	\$ 3,445	\$ 3,618
Senior Services Supervisor	48	\$ 5,685	\$ 5,970	\$ 6,268	\$ 6,582	\$ 6,911
Street Supervisor	46	\$ 5,592	\$ 5,872	\$ 6,166	\$ 6,474	\$ 6,798

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective January 1, 2018
PART-TIME EMPLOYEES

(Expressed in per hour rates/Minimum Wage \$11.00/hr.)

JOB TITLES	A	B	C	D	E
Assistant Pool Manager	14.31	14.99	15.72	16.48	16.77
Boxing Instructor	18.68	19.59	20.55	21.55	22.60
Boxing Trainer	11.00	11.50	12.03	12.58	13.16
Business License Clerk	15.74	16.50	17.31	18.14	19.02
Clerk	13.63	14.29	14.97	15.70	16.46
Code Enforcement Officer	15.97	16.74	17.56	18.41	19.49
College Worker(Intern)	15.65	16.41	17.21	18.04	18.92
Community Development Secretary	22.33	23.45	24.62	25.85	27.14
Crossing Guard	11.36	11.88	12.42	12.99	13.59
Crossing Guard Supervisor	14.06	14.74	15.46	16.21	16.99
Deputy City Clerk	27.13	28.49	29.91	31.41	32.98
Equipment Mechanic	18.71	19.62	20.58	21.58	22.63
Housing Program Coordinator	30.93	32.62	34.29	35.96	37.62
Lifeguard	11.85	12.42	13.01	13.64	14.30
Maintenance Aide	11.61	12.17	12.75	13.37	14.01
Newspaper Intern	20.00	20.20	20.40	20.60	20.81
Park Attendant	11.61	12.17	12.75	13.37	14.01
Pool Manager	16.05	16.83	17.65	18.51	19.41
Public Safety Officer	16.66	17.67	18.68	19.69	20.70
Recreation Leader	11.00	11.50	12.03	12.58	13.16
Recreation Specialist	14.56	15.27	16.00	16.78	17.60
Senior Recreation Leader	12.32	12.91	13.53	14.19	14.87
Van Driver -Class B	11.61	12.17	12.75	13.37	14.01
Van Driver -Class C	11.00	11.50	12.03	12.58	13.16
WSI Lifeguard	13.04	13.67	14.33	15.01	15.74

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective January 1, 2019
PART-TIME EMPLOYEES

(Expressed in per hour rates/Minimum Wage \$12.00/hr.)

JOB TITLE	A	B	C	D	E
Assistant Pool Manager	15.31	15.99	16.72	17.48	17.77
Boxing Instructor	19.68	20.59	21.55	22.55	23.60
Boxing Trainer	12.00	12.50	13.03	13.58	14.16
Business License Clerk	16.74	17.50	18.31	19.14	20.02
Clerk	14.63	15.29	15.97	16.70	17.46
Code Enforcement Officer	16.97	17.74	18.56	19.41	20.49
College Worker(Intern)	16.65	17.41	18.21	19.04	19.92
Community Development Secretary	22.33	23.45	24.62	25.85	27.14
Crossing Guard	12.36	12.88	13.42	13.90	14.59
Crossing Guard Supervisor	15.06	15.74	16.46	17.21	17.99
Deputy City Clerk	27.13	28.49	29.92	31.41	32.98
Equipment Mechanic	19.71	20.62	21.58	22.58	23.63
Housing Program Coordinator	30.93	32.62	34.29	35.96	37.62
Lifeguard	12.85	13.42	14.01	14.64	15.30
Maintenance Aide	12.61	13.17	13.75	14.37	15.01
Newspaper Intern	20.00	20.20	20.40	20.60	20.81
Park Attendant	12.61	13.17	13.75	14.37	15.01
Pool Manager	17.05	17.83	18.65	19.51	20.41
Public Safety Officer	17.66	18.67	19.68	20.69	21.70
Recreation Leader	12.00	12.50	13.03	13.58	14.16
Recreation Specialist	15.56	16.27	17.00	17.78	18.60
Senior Recreation Leader	13.32	13.91	14.53	15.19	15.87
Van Driver -Class B	12.61	13.17	13.75	14.37	15.01
Van Driver -Class C	12.00	12.50	13.03	13.58	14.16
WSI Lifeguard	14.04	14.67	15.33	16.01	16.74

CITY OF SOUTH EL MONTE
SALARY SCHEDULE
Effective January 1, 2020
PART-TIME EMPLOYEES

(Expressed in per hour rates/Minimum Wage \$13.00/hr.)

JOB TITLE	A	B	C	D	E
Assistant Pool Manager	16.31	16.99	17.72	18.48	18.77
Boxing Instructor	20.68	21.59	22.55	23.55	24.60
Boxing Trainer	13.00	13.50	14.03	14.58	15.16
Business License Clerk	17.74	18.50	19.31	20.14	21.02
Clerk	15.63	16.29	16.97	17.70	18.46
Code Enforcement Officer	17.97	18.74	19.56	20.41	21.49
College Worker(Intern)	17.65	18.41	19.21	20.04	20.92
Community Development Secretary	23.33	24.45	25.62	26.85	28.14
Crossing Guard	13.36	13.88	14.42	14.90	15.59
Crossing Guard Supervisor	16.06	16.74	17.46	18.21	18.99
Deputy City Clerk	27.63	28.99	30.42	31.91	33.48
Equipment Mechanic	20.71	21.62	22.58	23.58	24.63
Housing Program Coordinator	31.43	33.12	34.79	36.46	38.12
Lifeguard	13.85	14.42	15.01	15.64	16.30
Maintenance Aide	13.61	14.17	14.75	15.37	16.01
Newspaper Intern	20.50	20.70	20.90	21.10	21.31
Park Attendant	13.61	14.17	14.75	15.37	16.01
Pool Manager	18.05	18.83	19.65	20.51	21.41
Public Safety Officer	18.66	19.67	20.68	21.69	22.70
Recreation Leader	13.00	13.50	14.03	14.58	15.16
Recreation Specialist	16.56	17.27	18.00	18.78	19.60
Senior Recreation Leader	14.32	14.91	15.53	16.19	16.87
Van Driver -Class B	13.61	14.17	14.75	15.37	16.01
Van Driver -Class C	13.00	13.50	14.03	14.58	15.16
WSI Lifeguard	15.04	15.67	16.33	17.01	17.74



City Council Agenda Report

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

DATE: February 25, 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: ADOPT RESOLUTION 20-12, APPROVING BUILDING INSPECTION FEES FOR THE MAYANS PROJECT TO REFLECT THE RATES IN PLACE PRIOR TO OCTOBER 2017 AND TO WAIVE THE DEVELOPMENT FEE AND UTILIZE AN HOURLY RATE ON BOTH ON SITE AND OFF SITE ENGINEERING INSPECTION FEES

SUMMARY: The Mayans Project is a mix-used 77-unit development currently being constructed at 1124 and 1204 Santa Anita Avenue. City Council approved the developer, Mayans Development's, request for a waiver and reduction for certain fees being charged during the construction phase of the Mayans Project. The request included the following: (1) a waiver of the 1% Valuation Development Fee which is \$150,000; (2) a reduction in Building Inspection Fees to reflect the rates in the pre-October 2017 fee schedule; and (3) utilization of an hourly rate on both On-Site and Off-Site Engineering Inspection Fees.

RECOMMENDATION: Staff recommends City Council adopt Resolution 20-12, approving Building Fees for the Mayans Project to reflect the rates in place prior to October 2017 and to waive the Development Fee, and utilize an hourly rate on both On-Site and Off-Site Engineering Inspection Fees.

FISCAL IMPACT: The total proposed fee reduction amounts is estimated at \$236,979.85.

DISCUSSION: Staff has assembled the following information based on what Mayans has paid in Project Fees so far and what is owed in Project Fees for the 77 unit development, see attachment B.

Mayans has paid a total of \$60,111.35 in Building Inspection Fees on the three buildings currently under construction, which equates to 17 housing units. The remaining Building Fees for the 60 units is estimated at \$87,000 and is to be paid in phases prior to the construction of each building. Mayans requested that the Building Inspection Fees be reduced to reflect the rates in the pre-October 2017 fee schedule based on the argument that the financial plan for the Mayans Project was based on the previous rates when the plan check began in 2016. This would cause the Building Inspection Fees to be reduced from \$87,000 to \$64,422.83.

The 1% of the total Valuation for the Development Fee was estimated at \$192,071.05, and Mayans has paid a total of \$42,071.05 to the City for the three buildings under construction. Mayans requested that the City waive the entirety of the remaining \$150,000 in Development Fees.

Additionally, Mayans requested that the City to adjust the Engineering Inspection Fees to an hourly rate, which would reduce the outstanding balance for the On-Site Engineering Inspection Fee from \$63,193.83 to \$20,000 and the Off-Site Engineering Inspection Fee from \$31,208.85 to \$15,000.

The total Quimby Fee will remain the same at \$176,511.25. Mayans has paid \$25,215.89 in Quimby Fees for the 11 units under construction.

Mayans has also paid the City a total of \$194,952.11 in Building Plan Check Fees and \$34,808.05 in Engineering Plan Check Fees.

When factoring in the reduction of the Building Inspection Fees to the rates in the pre-October 2017 fee schedule, the waiver of the remaining \$150,000 in Development Fees, and the adjustment of the Engineering Inspection Fees, the amount Mayans owes in Project Fees will be reduced from \$482,698.04 to \$245,718.19]. The total fee reduction would be \$236,979.85(\$22,577.17 in Building Inspection Fees, \$150,000 in Development Fees, and \$64,402.68 in Engineering Inspection Fees) .

The fees not shown in the attached summary are the Inspection Fees for Mechanical, Electrical, Plumbing and Fire Sprinklers. These fees will also be based on the pre-October 2017 fee schedule.

Mayans requested these reductions and waivers due to the Mayans Project experiencing hardship due to unforeseen circumstances and expenses on the project, which include Mayans paying \$900,000 in remediation costs before construction began and a notification from the State of California informing Mayans that a low income housing grant of \$2.5 million for the project was no longer available. Mayans is committed to providing the 12 affordable units as promised. However, Mayans may require an adjustment to a lower number due to funding short falls to cover expenses.

Staff recommends City Council adopt Resolution 20-12 approving the Building Inspection Fees for the Mayans Project to reflect the rates in the pre-October 2017 fee schedule,

waiver of the remaining \$150,000 in Development Fees, and utilization of an hourly rate for both On-Site and Off-Site Engineering Inspection Fees.

ATTACHMENTS:

[Attachment A- Resolution 20-12](#)

[Attachment B - Mayans Project Fees](#)

RESOLUTION NO. 20-12

A RESOLUTION OF THE CITY OF SOUTH EL MONTE TO WAIVE THE DEVELOPMENT FEE, ADJUST THE ENGINEERING INSPECTION FEES AND REDUCE THE BUILDING INSPECTION FEES RELATED TO THE MAYANS PROJECT

RECITALS

WHEREAS, the Mayans project is a mixed-use 77-unit development currently being constructed at 1124 and 1204 Santa Anita Avenue, South El Monte, CA 91733 (the “Mayans Project” or “Project”).

WHEREAS, the Mayans Project has experienced hardship due to unforeseen circumstances and expenses, which include the developer of the Mayans Project, Mayans Development, (“Mayans”) paying \$900,000 in remediation costs prior to construction and a notification from the State of California informing Mayans that a low income housing grant of \$2.5 million for the project was no longer available.

WHEREAS, Mayans pays various fees on the Mayans Project for including, but not limited to Engineering and Building Drawing Plan Checks, Development Fees, and Engineering and Building Inspection Fees and Quimby Fees on construction activity currently underway (“Project Fees”).

WHEREAS, to date Mayans has paid a total of \$359,861.45 in Project Fees, which includes \$194,952.11 in Building Plan Check Fees, \$34,808 in Engineering Plan Check Fees, \$60,111.35 in Building Inspection Fees, \$42,071.05 in Development Fees, \$1,703 in Engineering Inspection Fees, and \$25,215.89 in Quimby Fees. The total Building Inspection Fees and Development Fees paid equates to 17 housing units.

WHEREAS, Mayans still owes an estimated \$482,698.04 in Project Fees, which includes an estimated \$94,402.68 in Engineering Inspection Fees, and an estimated \$87,000.00 in Building Inspection Fees and \$151,295.36 in Quimby Fees, and \$150,000.00 in Development Fees. The Development Fee is based on 1% of the total valuation of the remaining 60 units.

WHEREAS, Mayans now requests the City waive the entirety of the \$150,000 remaining in Development Fees, to adjust the On-Site and Off-Site Engineering Inspection Fees to an hourly rate, and to reduce the Building Inspection Fees to reflect the rates in the pre-October 2017 fee schedule due to the fact the financial plan for the Mayans Project was developed when the plan check began in 2016, so that Mayans can complete the affordable housing units as originally promised.

WHEREAS, the On-Site Engineer Inspection Fee would be reduced from \$63,193.82 to \$20,000 and the Off-Site Engineer Inspection Fee would be reduced from \$31,208.85 to \$10,000 if an hourly rate is utilized.

WHEREAS, the Building Inspection Fees would be reduced from an estimated \$87,000 to \$64,422.83 if the pre-October 2017 fee schedule rates are used.

WHEREAS, when factoring in the waiver of the remaining \$150,000 in Development Fees, the adjustment of the Engineering Inspection Fees, and the reduction of the Building Inspection Fees to the rates in the pre-October 2017 fee schedule, the amount Mayans owes in Project Fees will be reduced from an estimated \$482,698.04 to \$245,718.19. The total fee reduction would be estimated at \$236,979.85 (\$22,577.17 in Building Inspection Fees, \$150,000 in Development Fees, and \$64,402.68).

WHEREAS, at the February 11, 2020 City Council Meeting the City Council discussed Mayans' request to the City to waive the remaining \$150,000 in Development Fees, to adjust the On-Site and Off-Site Engineering Inspection Fees to utilize an hourly rate, and to reduce the Building Inspection Fees to the pre-October 2017 fee schedule.

WHEREAS, the City Council the now desires to waive the entirety of the \$150,000 remaining in Development Fees, to adjust the On-Site and Off-Site Engineering Inspection Fees to utilize an hourly rate, and to reduce the Building Inspection Fees to the pre-October 2017 fee schedule.

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

SECTION 1. The Mayans Project is a mixed-use 77-unit development currently being constructed at 1124 and 1204 Santa Anita Avenue, South El Monte, CA 91733.

SECTION 2. The City waives the entirety of the \$150,000 remaining in Development Fees.

SECTION 3. The City adjusts the On-Site and Off-Site Engineering Inspection Fees to utilize an hourly rate, which reduces the outstanding balance for the On-Site Engineering Inspection Fee from \$63,193.83 to \$20,000 and the Off-Site Engineering Inspection Fee from \$31,208.85 to \$10,000.

SECTION 4. The City reduces the Building Inspection Fees to the pre-October 2017 fee schedule, which adjusts the amount owed from an estimated \$87,000 to an estimated \$64,422.83. The actual amount owed by Mayans would be determined by the City at the time Mayans seeks to pull the building permit based on the pre-October 2017 rates.

SECTION 5. After the waiver and reduction of the fees as mentioned above, the total amount owed by Mayans in Project Fees is estimated at \$245,718.19.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 25th day of February, 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. _____, 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 _____th day of February, 2020, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: None

Rose Juarez, City Clerk

ATTACHMENT B

Mayans Project Fees

Mayans Project Fees on 77 units	Fee Amount	Paid	Owed to City	Owed w/Adjusted
Engineering Plan Check - Drawings	\$34,808.05	11/15/2016		
Building Plan Check - Drawings	\$50,000.00	11/8/2018		
Building Plan Check - Drawings	\$144,952.11	7/17/2019		
Building Fee 6-Plex	\$19,911.95	7/18/2019		-\$11,531.14
Building Permit Fee - 5-Plex	\$18,755.43	12/12/2019		-\$11,267.30
Building Fee 6-Plex	\$21,443.97	12/12/2019		-\$12,601.71
Building Fee on remaing 60 units Estimated at \$1,450 per unit	\$87,000.00		\$87,000.00	
Development Fee - 1% of Val. 6-Plex A Building	\$14,285.03	7/18/2019		credit
Development Fee - 1% of Val. 5-Plex Building	\$12,661.98	12/12/2019		credit
Development Fee - 1% of Val. 6-Plex A Building	\$15,124.04	12/12/2019		credit
Development Fee for - 1% Val. on remaining 60 units at \$2,500 per unit	\$150,000.00		\$150,000.00	\$0.00
Engineering On Site Inspections	\$63,193.83		\$63,193.83	\$20,000.00
Engineering Off Site Inspection	\$31,208.85		\$31,208.85	\$10,000.00
Engineering Off site Sewer Inspection	\$1,703.00	5/20/2019		
Quimby Fee for 11 units	\$25,215.89	12/17/2019		
Quimby Fees for 66 units	\$151,295.36		\$151,295.36	
		Paid	Owed	Owed w/ adjustment
		\$358,861.45	\$482,698.04	\$190,824.16



City Council Agenda Report

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

DATE: February 25, 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: ADOPT RESOLUTION NO. 20-14, APPROVAL OF THE
EMPLOYMENT AGREEMENT FOR FINANCE DIRECTOR

SUMMARY: Adoption of Resolution No. 20-14, consenting to the appointment of Karen Aceves as Finance Director and approving an employment agreement between the City of South El Monte and Karen Aceves.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-14, approving an employment agreement with Karen Aceves and consenting to her appointment as Finance Director.

FISCAL IMPACT: The Finance Director position was budgeted for fiscal year 2019-2020. The starting rate that Ms. Aceves will receive is \$11,025 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 Finance Director is an essential member of the City's Executive Management Team and reports directly to the City Manager. This position will direct and participate in the development and implementation of citywide and departmental goals, objectives, policies, procedures, and priorities related to the areas of finance. The Finance Director will oversee grant administration, business licensing, central purchasing, data processing, and the City's budget. Additionally, the Finance Director will be responsible for administering the Information Technology contract. For further information on the agreement between the City and Karen Aceves, see Attachment B.

ATTACHMENTS:

Attachment A - Resolution 20-14

Attachment B - Finance Director Employment Agreement

ATTACHMENT A

RESOLUTION NO. 20-14

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL
MONTE AND KAREN ACEVES FOR THE POSITION OF FINANCE
DIRECTOR

WHEREAS, it is the desire of the Interim City Manager of the City of South El Monte (hereinafter the "City") to appoint an individual to serve in the at-will position of Finance Director; 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, 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 Finance Director; and

WHEREAS, Karen Aceves (“Employee”) has the required level of education, experience, skills, and expertise to serve as the Finance Director of the City; and

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

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

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of Finance Director professional services to the City through an employment 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 Karen Aceves as Finance Director and approves the employment agreement between the City and Karen Aceves, substantially in the form attached to the agenda report that accompanied this item. The Interim 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 February 25, 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. 20-14 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 25th day of September 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

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This Finance Director EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 25th day of February 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Karen Aceves, 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 Finance Director beginning on March 2, 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, 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 Finance Director; and

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

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

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

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

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of Finance Director 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 Finance Director for the City to perform the functions and duties of the Finance Director position as set forth in Chapter 2.40 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 Finance Director, 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 Finance Director 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 Finance Director.

1.4 Employment Status. Upon appointment to the Finance Director 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 Eleven Thousand Twenty-Five Dollars (\$11,025.00) 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 Finance Director. 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 March 2, 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 March 1, 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

Finance Director 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 Finance Director. Upon appointment to the Finance Director 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 Finance 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 PEPPRA "New" member, and accordingly is covered by the 2% @ 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for New members as determined by CalPERS, which amount is currently 6.75%.

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 Finance Director. 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:

Karen Aceves
[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

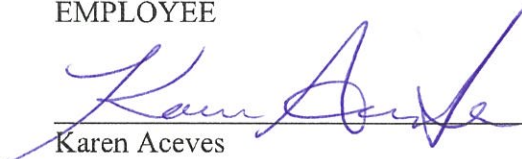
ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE



Karen Aceves

EXHIBIT “A”

The Finance Director, under the supervision of the City Manager, will plan, organize, and administer the activities of the Finance Department; will establish appropriate systems, policies and procedures for effective operation of departmental functions to include but not limited to data processing, business licensing, central purchasing, and grant administration; directs the development and preparation of the City’s annual budget; IT oversight; and performs related duties as required.

EXAMPLE OF DUTIES

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

- A. Direct the fiscal management program of the City.
- B. Prepare the City’s operating and capital budget as directed by the City Manager.
- C. Analyze cash flows to ensure the City can meet all budgetary and financial obligations.
- D. Evaluate the City’s financial needs and recommend and implements solutions.
- E. Develop and recommend short- and long-term strategic fiscal plans for the City’s financial goals.
- F. Oversee various accounting functions such as payroll, accounts payable/receivables, general ledger or journals, and purchases.
- G. Establish procedures and practices to ensure compliance with governmental accounting practices.
- H. Ensure accounting systems have necessary audit trails and security controls.
- I. Direct the finance team members, plans, prioritizes and assigns tasks and projects.
- J. Supervise, train, counsel, and evaluate employees.
- K. Prepare financial statements and reports; interpret laws, rules regulations and guidelines for financial procedures.
- L. Establish procedures for and supervise the billing and collecting of City license fees, prepare reports to federal and state agencies.
- M. Attend City Council meetings.
- N. Serve as City Treasurer.
- O. Provide oversight of City contract for information technology.
- P. Perform other duties as requested by the City Manager.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Extensive knowledge of municipal financial planning, accounting, and auditing;
- Ability to Research and prepare complex reports;
- Establish and maintain effective relationships with the City Council and other public officials;
- Plan, organize, and direct the work of the finance team;
- Represent the City in a variety of meetings;
- Communicate clearly and concisely, both orally and in writing;
- Analyze unusual situations and resolve them through application of management principles and finance practices;
- Develop a comprehensive budget to meet future City needs/services; and
- Deal constructively with conflict and develop effective resolutions.

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 Karen Aceves, an individual (hereinafter referred to as “EMPLOYEE”).

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Finance Director effective March 2, 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: _____
Karen Aceves

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.h.**

DATE: February 25, 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: ADOPT RESOLUTION NO. 20-16, APPROVING THE CONTRACT EXTENSION WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR CLOUD BACKUP SERVICES FOR AN ADDITIONAL THREE YEARS IN AN AMOUNT NOT-TO-EXCEED \$27,000 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$45,000, AND APPROVING AN APPROPRIATIONS REQUEST FOR FISCAL YEAR (FY) 2019/20 IN THE AMOUNT OF \$2,250

SUMMARY: On June 14, 2017, the City issued a Request for Proposal (RFP) for cloud backup services and received three proposals by the July 16, 2017 deadline. On March 27, 2018, the City Council awarded a contract to AMC for cloud backup services (Services) for a term of two years in an amount not-to-exceed \$18,000. Staff now seeks to extend the contract with AMC for three additional years, and increase the Contract Sum accordingly.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-16, approving the contract extension with AMC for cloud backup services for an additional three years in an amount not-to-exceed \$27,000 for a total not-to-exceed contract amount of \$45,000, and to approve an appropriations request for FY 2019/20 in the amount of \$2,250.

FISCAL IMPACT: In the Agreement, AMC charged a monthly service fee of \$750 based on 5TB of data storage for an annual amount of \$9,000. Annual service costs are not expected to rise during the additional three-year contract extension, as we do not foresee a need to increase the amount of storage space.

This action item, therefore, approves an additional \$27,000 in compensation for AMC to continue to provide the Services for the extended three-year term, including Services that will be provided during the remainder of FY 2019/20 (April 2020 through June 2020). This action item further approves an appropriations request of \$2,250 from the General Fund to account for the Services that will be provided for the months of April 2020 through June 2020. This appropriation covers the remainder of the cost of the Services for FY 2019/20. Funding for the Services for upcoming fiscal years will be appropriately budgeted for in their respective budget years.

DISCUSSION: The Services were implemented to ensure that data on the City's servers is backed up and recoverable in the event that the data becomes unavailable due to server malfunctions, data breaches, accidental deletions, or other situations that result in lost data. AMC was selected to provide these Services as their proposal, in response to the RFP issued in 2017, effectively answered questions listed within the RFP, demonstrated a clear understanding of the City's data storage needs, and their service costs were the most competitive in comparison to other proposals received.

At the February 11, 2020 City Council Meeting, the City Council approved a three-year contract extension with AMC to continue to provide I.T. Services. Subsequent to this action, staff deemed AMC to be the most suitable choice to continue to provide the Services to the City, as they have the most current knowledge and understanding of our data storage needs. Staff will issue a new RFP for the Services prior to the end of the proposed three-year contract extension, ending in March of 2023. This will ensure the City secures related services at the lowest possible costs, at that time.

Staff recommends that the City Council adopt Resolution No. 20-16, approving the contract extension with AMC for the Services for an additional three years in an amount not-to-exceed \$27,000 for a total not-to-exceed contract amount of \$45,000, and to approve an appropriations request for FY 2019/20 in the amount of \$2,250.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:

[Attachment A - Resolution No. 20-16](#)

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

[Attachment C - Agreement for Cloud Back Up Services](#)

ATTACHMENT A

RESOLUTION NO. 20-16

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO EXTEND THE CONTRACT WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR CLOUD BACKUP SERVICES FOR AN ADDITIONAL TERM OF THREE YEARS IN AN AMOUNT NOT-TO-EXCEED \$27,000 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$45,000, AND APPROVING AN APPROPRIATIONS REQUEST FOR FY 2019/20 IN THE AMOUNT OF \$2,250 TO COMPENSATE AMC FOR SERVICES PROVIDED

WHEREAS, on March 28, 2018, the City entered into a two-year agreement (“Agreement”) with Advanced Microcomputing Concepts (“AMC”) to provide cloud backup services (“Services”); and

WHEREAS, the City and AMC now desire to amend the Agreement to extend the Term of the Agreement until March 28, 2023, and increase the compensation terms to fund the Services for the additional three-year period, equating to \$27,000, for a total not-to-exceed contract amount of \$45,000; and

WHEREAS, an appropriation of \$2,250 from the General Fund for FY 2019/20 is required to compensate AMC and account for the services they will provide during the months of April 2020 through June 2020.

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 to the Agreement in substantially the form attached as Attachment B to the February 25, 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 \$2,250 from the General Fund for FY 2019/20 to compensate AMC for services provided.

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

PASSED, APPROVED AND ADOPTED this 25th day of February 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. 20-16 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on February 25, 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 **ADVANCED MICROCOMPUTING CONCEPTS, INC.**, a California corporation (“Consultant”) is effective as February 25, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 28, 2018 (“Agreement”) whereby Contractor agreed to provide cloud backup services (“Services”) until March 28, 2020 for a Maximum Compensation of \$18,000.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement until March 28, 2023, and increase the Maximum Compensation to \$45,000 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 ~~struckthrough~~ 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 28, ~~2023~~~~2020~~, unless earlier terminated as provided in Section 12 of this Agreement or extended.”

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 Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall City pay Consultant an amount in excess of ***\$45,000*** ~~\$18,000~~ (the “Maximum Compensation”).

c. Exhibit B, Approved Fee Schedule, is hereby replaced in its entirety with Exhibit B, First Amended - Approved Fee Schedule, attached hereto.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

Advanced Microcomputing Concepts, Inc., a California corporation

By: _____
Name: Anthony Chiappetta
Title: President

By: _____
Name:
Title:

Address:
550 W. Cienega Avenue, Suite H
San Dimas, California 91773

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

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

EXHIBIT B
FIRST AMENDED
APPROVED FEE SCHEDULE

Consultant shall provide the Services at the following rates:

Service Period	Current Rate	# of Terabytes	Monthly Svc Costs*	Annual Svc Costs*
March 28, 2018 through March 28, 2019	\$150.00	5	\$750.00	\$9,000.00
March 28, 2019 through March 28, 2020	\$150.00	5	\$750.00	\$9,000.00
March 28, 2020 through March 28, 2021	\$150.00	5	\$750.00	\$9,000.00
March 28, 2021 through March 28, 2022	\$150.00	5	\$750.00	\$9,000.00
March 28, 2022 through March 28, 2023	\$150.00	5	\$750.00	\$9,000.00
Total				\$45,000.00

*Should the City exceed the number of Terabytes for any given year, Consultant will continue to charge the flat rate for each Terabyte. Additional Terabytes above the cap and the accompanying additional charge must be authorized in writing by the City Manager, Finance Director, or their designee. Any charge associated with additional Terabytes shall not exceed the Maximum Compensation.

ATTACHMENT C

RESOLUTION NO. 18-27

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY AND ADVANCED MICROCOMPUTING CONCEPTS, INC. TO
PROVIDE CLOUD BACKUP SERVICES

RECITALS

A. The City issued a Request for Proposals (RFP) for Cloud Backup Services on June 14, 2017.

B. The City received three proposals by the RFP's due date.

C. Following the review of the received proposals, the reviewing panel, which consisted of the Interim Finance Director, Planning Assistant, and Former Network Engineer/Senior Technician, conferred and agreed that Advanced Microcomputing Concepts, Inc. ("AMC") is the best qualified and lowest costing vendor that can provide Cloud backup Services for the City.

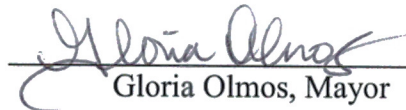
D. Funding for AMC's Cloud Backup Services will be allocated from the "Contract Services - Professional" (01-130-1330-5215) account under the Management Information Systems Division.

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

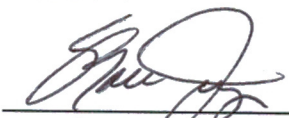
SECTION 1. The City Council hereby approves the certain agreement ("Agreement") between the City and AMC, dated March 28, 2018, attached as Attachment B to the accompanying staff report dated March 27, 2018, which includes all tasks requested in the RFP. The City Council hereby authorizes and directs the City Manager to execute the Agreement. The agreement shall not exceed the amount of \$18,000, and shall be for a term of two years with an expiration date of March 28, 2020.

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

PASSED, APPROVED AND ADOPTED this 27th day of March, 2018.


Gloria Olmos, Mayor

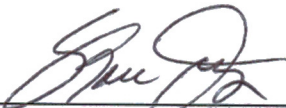
ATTEST:


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. 18-27, 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 27th day of March, 2018, and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: Delgado
ABSTAIN: None



Rose Juarez, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated March 28, 2018 ("Effective Date") and is between the City of South El Monte, a California municipal corporation ("City") and Advanced Microcomputing Concepts, Inc. a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

- A. City issued Request for Proposals Cloud Backup Services on June 14, 2017, seeking proposals for an independent contractor to provide Cloud Backup Services.
- B. Consultant submitted a proposal in response to the RFP.
- C. City desires to utilize the services of Consultant as an independent contractor to provide Cloud Backup Services to assist the City in maintaining its data in accordance with the City's retention schedule.
- D. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- E. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. **Consultant's Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (also referred herein as the "Services" or "Scope of Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement. Consultant shall not perform any additional services unless the City Council or the City Representative, if applicable, authorizes the additional services in writing prior to Consultant's performance of the additional services.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Anthony Chiappetta, President (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through March 28, 2020, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Consultant's Services provided under this Agreement, City shall pay Consultant the total sum of \$18,000 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the

amount due. City shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not, without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. 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 thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 7 into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful

misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) **General liability insurance.** Vendor 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.

2) **Automobile liability insurance.** Vendor 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 Vendor arising out of or in connection with Work 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.

3) **Umbrella or excess liability insurance.** Vendor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4) **Cyber Liability Insurance.** Consultant/Contractor shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a claims-made basis, Consultant/Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract.

5) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, a Workers' Compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Consultant and Consultant's employees, agents

or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Consultant shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information related to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. If the City Manager or his/her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Jennifer E. Vasquez
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733
Telephone: 626-579-6540

If to Consultant:
Attn: Anthony Chiappetta
Advanced Microcomputing Concepts, Inc.
550 W. Cienega Avenue, Suite H
San Dimas, California 91773
Telephone: 877-715-5262

With a courtesy copy to:

Quinn M. Barrow, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Telephone: (213) 626-8484
Email: qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry,

age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may

withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, the Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days South El Monte City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under

or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of South El Monte.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

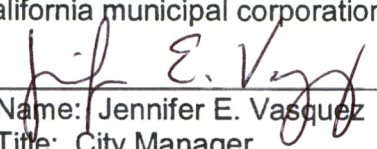
32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of South El Monte,
a California municipal corporation

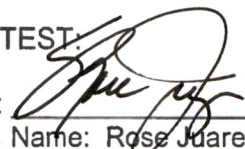
By: 
Name: Jennifer E. Vasquez
Title: City Manager

Consultant:

Advanced Microcomputing Concepts, Inc.
a California Corporation

By: 
Name: Anthony Chiappetta
Title: President

ATTEST:

By: 
Name: Rose Juarez, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
Richards, Watson & Gershon

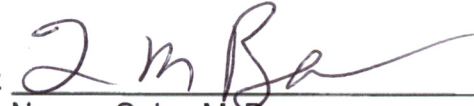
By: 
Name: Quinn M. Barrow
Title: City Attorney

EXHIBIT A
SCOPE OF SERVICES



City of South El Monte RFP – Cloud Backup Services



Advanced Microcomputing Concepts, Inc.
550 W. Cienega Ave. Suite H | San Dimas, Ca 91773

CONTENTS

Section One	2
Qualifications	3
Section 2	4
End Point Requirements.....	4
Server Requirements.....	7
Section 3.....	9
Section 4.....	10

SECTION ONE

Cloud backup and disaster recovery services have been a part of AMC Managed IT Services for over a decade. We fully manage the solution for our clients and leverage a best in class partner to provide the best levels of backup, disaster recovery and legal compliance. For cloud backup services, we leverage Infracore. They are recognized as a leader in Cloud Backup Services by Gartner:

Magic Quadrant

Figure 1. Magic Quadrant for Disaster Recovery as a Service



Source: Gartner (June 2017)

Infrascale worked directly with AMC in order to respond to the Cloud Services RFP for the City of South El Monte and the technical answers to the RFP are included in the sections below.

QUALIFICATIONS

Implementation Support

Can your organization provide a complete turnkey onsite implementation or collaborate on installing and deploying the product into a backup solution? Provide information on consultant services that cover this service.

Remote Infrascale-assisted Installation, configuration and support is included with Infrascale cloud backup.

Customer Support

Must have a toll free customer support line and an online support facility – 24 hours, seven days per week

Infrascale has 24x7 toll free support with a 2 hour Service Level Agreement.

Training

Can your organization provide training to the technical staff here at the City of South El Monte with documentation and workbook solutions? Training will include the installation and support with an overall understanding of backup/recovery methods. Provide details on your training methodology that meet this requirement.

Yes, ongoing Infrascale platform training is included at no additional cost.

Software Updates

Provide the policy that governs software releases delivered and their frequency. How are mandatory updates distributed to your customer base and what is included in your software maintenance fees?

Software upgrades are included in the service. When an update becomes available we will push it out via the Dashboard.

Technical Documentation

Provide technical documentation for support staff including system overviews, design, flowcharts, and file layouts.

In the interest of keeping this RFP response under 25 pages, all Technical Documents can be provided on request.

User Manuals

Provide complete set of user manuals for all software applications to document and explain product features and functions.

User guide(s) can be accessed through the Partner Dashboard in the KnowledgeBase section, at the bottom of the page. This can be provided upon request in an effort to keep this RFP response under 25 pages.

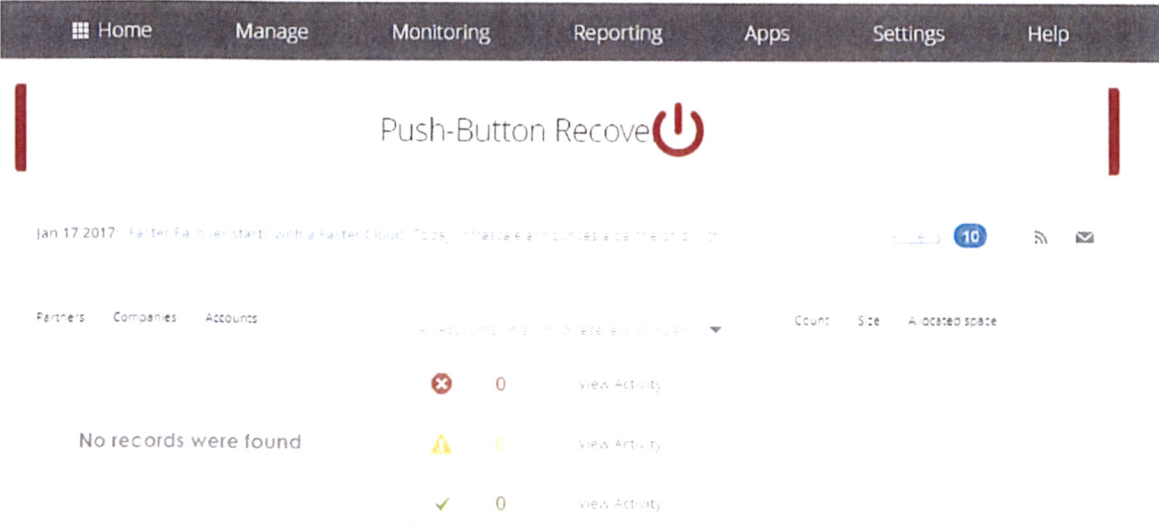
SECTION 2

END POINT REQUIREMENTS

A product with a Centralized Management Console allowing admins to specify backup timing and security settings.

Infrascale Centralized Dashboard/Management Console is customizable to show different key reporting metrics. You can manage all Infrascale Data Protection products from single pane of glass remotely. This is a web-hosted console accessible on any device from anywhere in the world with an internet connection. It can use remote policies to influence data selection, backup timing and permission settings, to name a few.

Infrascale Dashboard is our centralized management console (web-based).



The ability to backup data to multiple target locations; the product must support multiple targets: public, private a hybrid base cloud.

You can choose to backup to Infracale's CJIS compliant cloud, your cloud, or public cloud (AWS, Azure, Google)

Must be able to store and track files in libraries and personal folders needed to backup or restore regardless of whether the endpoint is either onsite or remotely connected. Explain your products source-side compression and the network and CPU throttling to limit the impact on CPU cycles work.

The product has the native ability to back up personal folders by providing administrative credentials to the dashboard configuration, allowing not only for personal files to be backed up, for the device to perform backups through running as a service even if the user is not logged in (Not the same as Wake-On-LAN. Device must be powered on). There are three types of backup operation. 1. No compression, backup data is sent RAW. 2. Local Cache based compression. The solution will shrink the data to as small as possible before transit.. 3. Hybrid. It will still create a cache, but will also perform raw transfer to balance out performance overall. CPU impact is minimal. Agent is designed to run on a dual core system with 4GB of RAM. We are simply collecting the changes and uploading them to the cloud in an incremental forever fashion.

City Staff requires the ability to perform self-restores of their file, object or data to their own endpoint device. We need a demonstration of the interface, how it works, and the safeguards including but not limited to identity and access management.

Live Demonstration of the console is recommended and available per request to schedule.

Only the admins can push protected data, application, images, and specific configurations to either a new or existing endpoint. Identify the security feature, product and services use in this Data Migrating Process.

Admins can use an MSI in conjunction with a Group Policy Object within Active Directory to push out to systems based on security preference. After this, admins will have the ability to apply policies, change backup schedules, and remove protection/upgrade protection at will.

Product must be certified to support MS Window and Apple P/S endpoint devices.

Infracale Cloud Backup supports Windows and OSX/iOS devices.

End-to-end encryption data is protected on the device, during transit and at rest. How does this work? Please advise with details about type of encryption with encryption scheme.

Encryption in transit and at rest (256-bit AES encryption); Private Key encryption.

Product must support online initial full backup, daily backup, and backup to local disk or onsite or external cloud based storage. Explain how Block-level data de-duplication is handled by your product during the process.

Product has the ability to send File/Folder data directly to the cloud, and create bare metal backups either locally or to the cloud. Compression happens locally, and account based deduplication happens at time of backup. After the initial upload, only changed blocks are sent to the cloud.

The product must have a Solid Active Directory integration; to leverage groups, tools and processes to better manage the connection from user to endpoint. Must have useful dashboard, monitoring/reporting across the environment in real time with offline restore support.

AD support is supported with Group Policy Integrations. Additional ADFS integration is also on the roadmap.

The product and services must have the capability of providing backup data check-sum and file size verification process. In addition, the product and services must have capability of notifying the user and super user, with any failure in the backup process.

Full notification suite will alert user of backup failures based on email address configured to receive alerts. We also allow for ConnectWise integration for additional reporting capabilities. The product measures data by size as well as file count. All checksums are done automatically both locally and in the cloud.

Product that can restore files, email archive and SharePoint files, personal storage table back to its original device or support a bare metal restore for an endpoint being migrate.

File/folder level recovery comes native with the solution. You have the ability to add Bare Metal Recovery (speak to your sales rep). Database-level recovery for Exchange is native with the ability to add Exchange Granular Recovery license.

How can our existing network technologies enhance endpoint connectivity and can your product leverage our network capacity during backup service?

The agent has the ability to perform network throttling and upload limiting on this own. The agent also has the ability to work over LAN or WAN based connections. It will eventually have to communicate over the WAN to get to the cloud, unless you are attempting to create local backups for BMR purposes. In this case, we will take full advantage of the local network speeds, as well as the storage media the backup is being written to.

SERVER REQUIREMENTS

Virtualization is becoming an ever larger part of our core server infrastructure; the vendor must support and demonstrate how their solution works in backup and restore procedures in our virtual infrastructure environments.

Simply install an agent on the guest machines and it will work like a physical machine. There are no differences in procedure nor in deployment.

Show how the solution fits into our data management system including activities such as archiving, disaster recovery and storage resource & tape management.

Our end point protection can natively do local backups of files and folder, baremetal, SQL and Exchange. These same services can be replicated to the cloud. When backing up locally, one may push said data to an external storage device for later removal and replacement as the disk fills.

The product should demonstrate capabilities to function with our current backup targets (a disk array) but also provide information on its support for a wide variety of targets – disk and emerging cloud options.

'Private clouds' can be built to accommodate personal storage space onsite. Alternatively, one may utilize the CJIS Compliant Infrascala cloud. Further, public clouds such as Google Cloud Services, AWS, Azure, etc. Regarding what it can back up, as long as it's Windows, Mac, iOS or Android, we can pick it up regardless of what disk it sits on.

Demonstrate how data de-duplication is implemented in the backup product – host, the target device and the target device post process. Can this product eventually replace off-site tape storage?

Deduplication is automated. It happens locally by comparing current block sets of the file before and after the shadowcopy is taken. Once this is done, the blocks are delivered to the cloud. This product is the natural evolution of offsite storage. It's in another datacenter away from any major collateral damage of a disaster on your home site, while still being immediately and granularly accessible. No need to request older tapes for recoveries nor is there a need to wait for shipping times. You are only limited by your own bandwidth.

How is restore granularity structured in your product – how is the restore of a single document in a SharePoint data store managed? This must be demonstrated as part of the functional requirement.

Individual files and folders can be easily recovered from VM's as well as physical machines. Granular recovery of SharePoint is not currently a feature of the product

Demonstrate how the product can leverage array side data availability features such as storage snapshots. If the vendor has replication/snapshot functionality in software, demonstrate how it is more efficient than what we have in hardware.

Our Endpoint Protection scans files before backups allowing us to only spend time backing up changed files and thus only their changed blocks. While this is essentially identical to shadow copy services (snapshots) we take that a step further and are able to replicate only those blocks to the cloud. This results in not only faster recovery time objectives but better recovery point objectives as well. By monitoring change rates, the only blocks we ever truly interact with are the new ones.

Demonstrate the management console for the product showing how usability is balanced with robust capabilities.

A demo can be provided upon request to demonstrate the usability and power of the UI.

Must be able to support the full, incremental and differential backup cycles.

Subsequent true fulls can be initiated manually. Generally, the endpoint protection software is doing constant differentials/synthetic fulls as we piece the data back together upon recovery request. This allows us to have a single baseline and a truncated block set. When blocks are request, the underlying baseline (and dependencies) are automatically built in to the recovered files. This gives the effect of constantly taking a full, while storing only incremental block changes.

Is this product made aware of the City of South El Monte's database structure and can it be tailored into the peculiar requirements for executing efficient backups and restores for these databases?

We can accommodate any database requirements you may have. Exchange and SQL are natively supported, and the product offers the ability to run scripts for any non-supported applications. (Infrascale only provides the ability to inject the scripts. We will not write scripts for unsupported applications. We do have a template specifically written for Oracle RMAN backups that can be provided upon request).

Product supports virtual, physical and private cloud storage systems and enhances data protection and efficiency in restoration.

Details of this are provided above regarding support of public/private cloud deployments.

The product must take advantage of cloud base infrastructure using either public private or a hybrid method of cloud snapshots to back up to and restore.

Details of this are provided above regarding hybrid, private, and public deployments.

Detailed map indicating the technical requirements that the product will support. Detailing the application, data, server layer, the transport layer.

If a document is provided detailing your internal infrastructure, we should be able to create documentation around this. We also can provide generic architecture of how our product is ideally deployed.

Cloud based solution – product must cover site to site replication cloud and private), central management and local and remote recovery.

All of these actions would be supported from the Partner Dashboard.

Support for public or external cloud storage an integrated part of the on-premises targeted storage architecture within the City of South El Monte. Show us how this requirement can be setup.

We can also provide support for our products software if it exists in public cloud entities. The aforementioned cloud providers should be contacted if cloud related services are interrupted.

Vendor must demonstrate how environments can be restored at the system, data store, and individual object (file) level – we are assessing how your product restores granularity works under a cloud premise.

This can be shown during a product demonstration.

SECTION 3

AMC will work with the City Staff to discover and identify all data, then establish a backup schedule that ensures both data integrity and security for any and all data to be backed up to the cloud. This will include regular testing of backups to ensure that the data is useable in case of recovery.

As part of this RFP, Exchange email database backups are done into perpetuity from the day of the first backup.

As a secondary backup that provides fast and easy recovery, AMC Managed Services also includes a cloud based Email Security and Archiving Solution that provides an additional level of

backup, legal hold and easy to use eDiscovery of all email. The emails can be kept for up to a period of 10 years at no additional charge.

In the interest of keeping this RFP under 25 pages, a detailed schedule along with the time required for each step can be provided by AMC the Infrascale Deployment Team.

SECTION 4

This proposal is offered in conjunction with AMC Managed IT Services and unfortunately cannot be offered via AMC without AMC providing Managed IT Services for the City of South El Monte. AMC provides all management, reporting and daily maintenance as part of the Centralized Services component of its Managed Services. By having the service come from the same provider of IT services, there are less vendors required to work together and manage for the City – this equates to a dramatic cost savings for the City.

The service is offered at a flat fee of \$150 per Terabyte of actual data on the servers, laptops and devices that are being backed up. This price includes the **CJIS compliant** cloud storage and unlimited version history and retention.

Based on the City's current data of 4TB and projected 10% increase per year, it is recommended to budget for 5 TB of space for the first year. This equates to a fee of \$750 per month or \$9000 annually.

AMC is willing to execute the contract and accepts the contractual requirements of the City of South El Monte.

EXHIBIT B
APPROVED FEE SCHEDULE

backup, legal hold and easy to use eDiscovery of all email. The emails can be kept for up to a period of 10 years at no additional charge.

In the interest of keeping this RFP under 25 pages, a detailed schedule along with the time required for each step can be provided by AMC the Infrascala Deployment Team.

SECTION 4

This proposal is offered in conjunction with AMC Managed IT Services and unfortunately cannot be offered via AMC without AMC providing Managed IT Services for the City of South El Monte. AMC provides all management, reporting and daily maintenance as part of the Centralized Services component of its Managed Services. By having the service come from the same provider of IT services, there are less vendors required to work together and manage for the City – this equates to a dramatic cost savings for the City.

The service is offered at a flat fee of \$150 per Terabyte of actual data on the servers, laptops and devices that are being backed up. This price includes the **CJIS compliant** cloud storage and unlimited version history and retention.

Based on the City's current data of 4TB and projected 10% increase per year, it is recommended to budget for 5 TB of space for the first year. This equates to a fee of \$750 per month or \$9000 annually.

AMC is willing to execute the contract and accepts the contractual requirements of the City of South El Monte.



City Council Agenda Report

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

DATE: February 25, 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: ADOPT RESOLUTION NO. 20-17, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR THE PURCHASE AND INSTALLATION OF MICROSOFT SOFTWARE LICENSES, UPGRADE TO A PLAN WITH ADDED SOFTWARE CAPABILITIES WITH NO INCREASE IN COST, AND TO ADD AN ELEVATED SECURITY PLAN EQUATING TO \$13,248 IN ANNUAL SERVICE COSTS, INCREASING COMPENSATION TERMS FROM \$90,000 TO \$105,456 TO ACCOUNT FOR THE ADDED SECURITY PLAN

SUMMARY: The City's I.T. services provider, AMC, is consistently assessing the City's needs, gauging its usage of respective service products, including Microsoft licenses, and identifying optimal cyber security service plans to better withstand potential cyber security threats. In such, AMC has identified an alternate Microsoft Enterprise Software Plan and an enhanced cyber security service plan that better suits the needs of the City.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-17, approving Amendment No. 1 to the Agreement with AMC for the purchase and installation of Microsoft Software Licenses, to upgrade to a plan with added software capabilities and with no increase in cost, and to add an elevated security plan equating to \$13,248 in annual service costs, increasing compensation terms from \$90,000 to \$105,456 to account for the added security plan.

FISCAL IMPACT: Service costs for existing services are billed monthly and are based on a per user rate, equating to \$28.78 per user, with an approximate amount of 80 users. A

total of \$30,000 is budgeted annually for the respective licenses. AMC has identified an alternate service plan, packaged with more apt applications and software programs, with an equivalent user rate fee. Therefore, costs associated with this upgrade will have no added fiscal impact.

The fiscal impact associated with the addition of an enhanced cyber security service plan will increase annual service costs by \$13,248. Similar to the software plan, costs are based on a per user rate, equating to \$13.80 per user, with an approximate amount of 80 users. Expenditures for this service were accounted for in the approved FY 2019/20 Adopted Budget and will be budgeted accordingly in upcoming fiscal years.

DISCUSSION: The purchasing of licensed software must be obtained through licensed distributors in which, in late 2018, AMC was one of three vendors sought to provide quotes. The two competing vendors quoted nearly \$100-\$6,000 higher in annual service costs and required the City to guarantee a minimum of 80 users per month, even in months in which we wouldn't reach capacity, and further required licenses to be purchased in increments of 5 should we ever require to exceed the approximated 80 users. AMC, on the other hand, was the least costing service provider, offered the flexibility to add and delete users on an as-needed basis, and would only bill the City for the actual amount of users. On November 13, 2018, the City Council awarded a contract to AMC to purchase and install Microsoft Office 365 Licensing Software, for a term of 32 months (November 2018 through June 2021), at an amount not-to-exceed \$30,000 per fiscal year. Staff now seeks to amend the agreement with AMC to upgrade existing software.

Microsoft offers multi-tiered package plans with varying software programs, applications, and features. Per AMC's recommendations, staff aims to switch from a top-tiered plan to a mid-level tiered plan packaged with more apt applications, software programs, and security features. Although a mid-level plan, it is an upgraded level type that is generally provided at approximately \$3 more per user. However, AMC has committed to providing this service at the same costs associated with the existing plan.

Additionally, staff also aims to subscribe to Microsoft's most robust mobility and security plan, to further enhance its cyber security efforts and to better withstand potential cyber security threats. As noted within the Fiscal Impact Section, this added service will increase annual expenditures by \$13,248. Still, with cyber threats being the new norm, protecting the City's data and technology infrastructure is invaluable.

Staff, therefore, recommends that the City Council adopt Resolution No. 20-17, approving Amendment No. 1 to the Agreement with AMC for the purchase and installation of Microsoft Software Licenses, to upgrade to a plan with added software capabilities and with no increase in cost, and to add an elevated security plan equating to \$13,248 in annual service costs, increasing compensation terms from \$90,000 to \$105,456 to account for the added security plan.

Agenda Item Prepared By: Monica Heredia, Public Works Analyst

ATTACHMENTS:
[Resolution No. 20-17](#)

ATTACHMENT A

RESOLUTION NO. 20-17

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH ADVANCED MICROCOMPUTING CONCEPTS (AMC) FOR THE PURCHASE AND INSTALLATION OF MICROSOFT SOFTWARE LICENSES TO UPGRADE TO A PLAN WITH ADDED SOFTWARE CAPABILITIES AND TO ADD AN ELEVATED CYBER SECURITY SERVICE PLAN, INCREASING COMPENSATION TERMS FROM \$90,000 TO \$105,456.

WHEREAS, the City has entered into a thirty-two month agreement (“Agreement”) with AMC to provide Microsoft Software provision and installation Services with a Maximum Compensation of \$90,000; and

WHEREAS, the City and AMC now desire to amend the Agreement to upgrade existing software licenses and add an elevated cyber security service plan, increasing the Maximum Compensation to \$105,456; and

WHEREAS, by upgrading existing software and installing an enhanced security service plan, the City will better position itself to withstand potential cyber security threats and work within a service plan that better suits its needs.

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 , subject to approval and amendment by the City Attorney. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 1.

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

PASSED, APPROVED AND ADOPTED this 25th day of February 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. 20-17 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on February 25, 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.j.**

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

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

SUBMITTED BY: Andres Gonzalez, Senior Services Supervisor

SUBJECT: ADOPT RESOLUTION NO. 20-18, APPROVING
AMENDMENT NO. 7 TO THE AGREEMENT WITH THE
COUNTY OF LOS ANGELES FOR THE ELDERLY
NUTRITION PROGRAM SERVICES

SUMMARY: On July 1, 2016, a four-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the "County") and the City of South El Monte (the "City") was entered into to assist with the funding for the City's Elderly Nutrition Program Services (the "Agreement"). This Amendment will increase the allocated baseline funding from \$185,191 to \$229,361 resulting in an increase of \$44,170 for Fiscal Year (FY) 2019-20 only.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-18, approving Amendment No. 7 to the Agreement and authorize the City Manager to execute Amendment No. 7.

FISCAL IMPACT: The Amendment to the Agreement will bring the total cost to an amount not-to-exceed \$229,361 for FY 2019-20, an increase from FY 2018-19 Maximum Annual Subaward Sum. This will include \$202,867 from Title III C-1, \$25,324 from Title III C-2 and \$1,170 from Title III B.

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

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

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

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

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

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

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

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

Amendment No. 7 to the Agreement is requested by the County to confirm the FY 2019-20 Maximum Annual Subaward Sum.

ATTACHMENTS:

[Attachment A - Resolution 20-18](#)

Attachment B - Amendment No. 7

Attachment C - ENP Allocation Letter

ATTACHMENT A

RESOLUTION NO. 20-18

A RESOLUTION OF THE CITY OF SOUTH EL MONTE APPROVING AMENDMENT NO. 7 TO THE CURRENT COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES

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

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

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

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

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

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

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

WHEREAS, the City and County determined that an amendment (“Amendment No. 7”) to the Agreement is necessary to allocate baseline funding in the amount of \$229,361 during Fiscal Year 2019-20.

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

SECTION 1: The City Council hereby authorizes and directs the City Manager to execute Amendment No. 7 in substantially the form attached as Attachment A to the February 25, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 7.

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

PASSED, APPROVED AND ADOPTED this 25th day of February, 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. 20-18 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 25th day of February, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rose Juarez, City Clerk

ATTACHMENT B

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

AMENDMENT SEVEN

This Amendment is made and entered into by and between

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

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

and

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

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

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program Services Subaward Number ENP162010 Subaward Period July 1, 2016 – June 30, 2020" dated July 1, 2016, and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward for the following purposes: 1) allocate Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) Additional Funding in the amount of \$170, which shall be reimbursed

to Subrecipient in exchange for additional defined and contracted ENP Title III B Services to be provided by Subrecipient during Fiscal Year (FY) 2019-20; 2) allocate OAA Title III C-1 (Nutrition Services) Additional Funding in the amount of **\$25,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Title III C-1 Services to be provided by Subrecipient during FY 2019-20; 3) allocate OAA Nutrition Services Incentive Program (NSIP) Additional Funding in the amount of **\$17,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted Congregate Meal Services to be provided by Subrecipient during FY 2019-20; 4) allocate OAA NSIP Additional Funding in the amount of **\$2,000** which shall be reimbursed to Subrecipient in exchange for additional defined and contracted Home Delivered Meal Services to be provided by Subrecipient during FY 2019-20; and, 5) provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence **upon execution by all parties.**
- II. Paragraph 5.0 (Subaward Sum), Subparagraph 5.2.6 is deleted in its entirety and replaced as follows:

5.2.6 Subaward Sum Year 4 Funding Source(s)

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

- 5.2.6.4 OAA Title III C-2 (Nutrition Services) original baseline funds available for use for Supervisorial District 1 for contracted ENP Title III C-2 Services identified in the "Fiscal Year 2019-20 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020: **\$23,324**
- 5.2.6.5 OAA Title III B (Supportive Services and Senior Centers) Additional Funding available for use for Supervisorial District 1 for contracted ENP Title III B Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$170**
- 5.2.6.6 OAA Title III C-1 (Nutrition Services) Additional Funding available for use for Supervisorial District 1 for contracted ENP Title III C-1 Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$25,000**
- 5.2.6.7 OAA NSIP Additional Funding available for use for Supervisorial District 1 for Congregate Meal Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$17,000**
- 5.2.6.8 OAA NSIP Additional Funding available for use for Supervisorial District 1 for Home Delivered Meal Services as identified in the "Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2): **\$2,000**

III. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.4 is deleted in its entirety and replaced as follows:

5.3.4 Federal Award Identification Number (FAIN)

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

- IV. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.7 is deleted in its entirety and replaced as follows:

5.3.7 Amount of Federal Funds Obligated by this Action:

- 5.3.7.1 Original Subaward: \$169,091
- 5.3.7.2 Amendment One: \$169,091
- 5.3.7.3 Amendment Two: \$169,091
- 5.3.7.4 Amendment Three: \$16,100
- 5.3.7.5 Amendment Four: \$8,292
- 5.3.7.6 Amendment Five: \$185,191
- 5.3.7.7 Amendment Six: \$0
- 5.3.7.8 Amendment Seven: \$44,170

- V. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.8 is deleted in its entirety and replaced as follows:

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

- 5.3.8.1 Subaward Sum Year 1: \$169,091

5.3.8.2 Subaward Sum Year 2: \$169,091

5.3.8.3 Subaward Sum Year 3: \$193,483

5.3.8.4 Subaward Sum Year 4: \$229,361

- VI. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.9 is deleted in its entirety and replaced as follows:

5.3.9 Total Amount of Federal Award (Maximum Subaward Sum): \$761,026

- VII. Paragraph 5.0 (Subaward Sum), Subparagraph 5.3.10 is deleted in its entirety and replaced as follows:

5.3.10 Federal Award Project Description

5.3.10.1 July 1, 2016- June 30, 2017: Federal Title IIIB 3BAL16-16 and 3BAL17-16; Federal Title III C1 C1AL16-16 and C1AL17-16; Federal Title III C2 C2AL16-16 and C2AL17-16

5.3.10.2 July 1, 2017- June 30, 2018: Federal Title IIIB 3BAL17-17 and 3BAL18-17; Federal Title III C1 C1AL17-17 and C1AL18-17; Federal Title III C2 C2AL17-17 and C2AL18-17

5.3.10.3 July 1, 2018- June 30, 2019: Federal Title IIIB 3BAL18-18 and 3BAL19-18; Federal Title III C1 C1AL18-18 and C1AL19-18; Federal Title III C2 C2AL18-18 and C2AL19-18

5.3.10.4 July 1, 2019 – June 30, 2020: Federal Title IIIB 3BSL19-19 and 3BSL20-19; Federal Title III C1 3C1L19-19 and 3C1L20-19; Federal Title III C2 3C2L19-19 and 3C2L20-19; NSIP C1 NC1L19-19 and NC1L20-19; and NSIP C2 NC2L19-19 and NC2L20-19

- VIII. Paragraph 5.0 (Subaward Sum), Subparagraph 5.10.4.6 is added as follows:

5.10.4.6 Upon County's prior approval, Subrecipient may use FY 2019-20 Additional Funding as reimbursement for Over-Service during FY 2019-20. For purposes of this Amendment, Over-Service is defined as contracted Services provided by Subrecipient for which Subrecipient has not been reimbursed. Such reimbursement shall be made to Subrecipient at the approved unit rate that was in effect during the period for which the Over-Service occurred, contingent upon availability of funding.

- IX. "Exhibit W1 (Budget for Title III C-1 Program Services) Amendment 7 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit W1 (Budget for Title III C-1 Program Services)", and is incorporated herein by reference.
- X. "Exhibit W2 (Budget for Title III C-2 Program Services) Amendment 7 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit W2 (Budget for Title III C-2 Program Services)", and is incorporated herein by reference.
- XI. "Exhibit W3 (Budget for Title III B Program Services) Amendment 7 {FY 2019-20 Additional Baseline Funding}" is added, is an addendum to "Exhibit W3 (Budget for Title III B Program Services)", and is incorporated herein by reference.
- XII. "Exhibit X1 (Mandated Program Services for Title III C-1 Program) Amendment 7 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit X1 (Mandated Program Services for Title III C-1 Program)", and is incorporated herein by reference.
- XIII. "Exhibit X2 (Mandated Program Services for Title III C-2 Program) Amendment 7 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit X2 (Mandated Program Services for Title III C-2 Program)", and is incorporated herein by reference.
- XIV. "Exhibit X3 (Mandated Program Services for Title III B Program) Amendment 7 {FY 2019-20 Additional Funding}" is added, is an addendum to "Exhibit X3 (Mandated Program Services for Title III B Program)", and is incorporated herein by reference.
- XV. The " Fiscal Year 2019-20 Additional Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward shall remain in full force and effect.

//
//
//
//
//
//
//
//
//
//
//
//

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

COUNTY OF LOS ANGELES

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

SUBRECIPIENT

 City of South El Monte
 Subrecipient's Legal Name

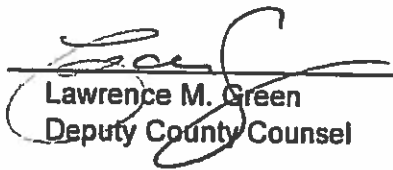
 ENP162010
 Subaward Number

By _____ Date _____
 Name of Authorized
 Representative

 Title

Approved as to Form:

OFFICE OF COUNTY COUNSEL
 Mary C. Wickham, County Counsel

By  _____
 Lawrence M. Green
 Deputy County Counsel

By _____ Date _____
 Name of Authorized
 Representative

 Title

 Signature

ATTACHMENT C



lacounty.gov

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

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street • Los Angeles, CA 90020
Tel: 213-738-2600 • Fax: 213-487-0379



wdacs lacounty.gov

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

February 7, 2020

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

FISCAL YEAR 2019-20 ADDITIONAL FUNDING ALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Vasquez:

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

- Purpose: Subrecipient shall utilize Additional Funding to provide additional defined and contracted ENP Title III B, Title III C-1, and Title III C-2 Services during Fiscal Year (FY) 2019-20.
- Subaward Number: ENP162010
- Amendment Number: Seven
- Subaward Term: July 1, 2019 through June 30, 2020
- Additional Funding (Subaward Sum Year 4 (SSY4)): \$44,170
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2019 through June 30, 2020 (consistent with California Department of Aging contract number AP-1920-19, Amendment 2)
- Minimum Required Match Contribution (Match Cash/Match In-Kind): fifteen percent (15%) of SSY4 for OAA Title III B, Title III C-1, and Title III C-2
- Funding Source(s), Service Category(ies), and Unit Rate(s): Attachment 1 (FY 2019-20 Elderly Nutrition Program Additional Funding Allocation for City of South El Monte)
- Supervisorial District(s): 1

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

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

CFDA Number	CFDA Title	Federal Grantor Agency
93.044	Special Programs for the Aging – Title III, Part B (Grants for Supportive Services and Senior Centers)	U.S. Department of Health and Human Services Administration for Community Living
93.045	Special Programs for the Aging – Title III, Part C (Nutrition Services)	U.S. Department of Health and Human Services Administration for Community Living
93.053	Nutrition Services Incentive Program	U.S. Department of Health and Human Services Administration for Community Living

Execution of Amendment

The attached Amendment must be executed with Subrecipient. In order to ensure timely execution of this Amendment, please adhere to the following:

- The Authorized Representative shall complete, sign and date the signature page of this Amendment on behalf of Subrecipient.
- An electronic copy of the signature page must be received by County no later than 5:00 p.m. on Friday, February 14, 2020. Please use the following address to submit this document: ipanosian@wdacs.lacounty.gov

Next Steps

In order to complete the Amendment process, Subrecipient must complete the attached Budget and Mandated Program Services Exhibits using the funding allocations noted in Attachment 1 (FY 2019-20 Elderly Nutrition Program Additional Funding Allocation for City of South El Monte). Please electronically submit these Exhibits by 5:00 p.m. on Friday, February 21, 2020 to the following address: ipanosian@wdacs.lacounty.gov.

Please note that the Additional Funding will be reflected in the GetCare System when the final Exhibits are approved by County.

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

Thank you.

Carol Domingo 

Carol Domingo, Program Manager
Contracts Management Division

Attachment

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

Attachment 1

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

Funding Source	Service Category	Unit Rate		NSIP Rate	Allocation Amount			Supervisory District(s)
		7/1/2019-12/31/2019 1/31/2020	2/1/2020-6/30/2020		Cash (Other)	Cash (NSIP)	Total	
Older Americans Act (OAA) Title III C-1	American Meals	\$4.60	\$5.24	\$0.71	\$25,000	\$17,000	\$42,000 ¹	1
	Ethnic Meals							
Older Americans Act (OAA) Title III C-2	Hot Meals	\$4.45	\$5.07	\$0.71		\$2,000	\$2,000 ²	
	Frozen Meals							
	Emergency Meals	\$5.65	\$6.44	\$0.71				
Older Americans Act (OAA) Title III B	Telephone Calls	\$0.60	\$0.68		\$170		\$170 ³	
Total Additional Funding							\$44,170	
Total Original Baseline (Refer to FY 2019-20 Original Baseline Funding Allocation Letter)							\$185,191	
Total Subaward Sum Year 4 (Additional Funding and Original Baseline)							\$229,361	

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

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

³ Complete One (1) Budget and (1) MPS for III B Program Services reflecting the Allocation Amount (Total).



City Council Agenda Report

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

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Jayson Perez, Recreation Coordinator

SUBJECT: FACILITY RESERVATION FEE WAIVER AMENDMENT
REQUESTED BY SOUTH EL MONTE NATIONAL LITTLE
LEAGUE

SUMMARY: The South El Monte National Little League is requesting an amendment to the City Council approved Fee Waiver granted at the December 3, 2019 City Council meeting.

RECOMMENDATION: Staff recommends that the City Council discuss and review the fee waiver amendment request by the South El Monte National Little League, and if approved, appropriate the additional funds in the amount of \$5,077.50 from the general fund budget and extend the usage of New Temple Park Snack Bar until July 31, 2020.

FISCAL IMPACT: The Facility Rental fees are based on a "Resident" status under the Council-approved City Facility Reservation Regulations and Fees Schedule of 2018.

Should the City Council approve the Fee Waiver amendment request, the City would appropriate \$5,077.50 from the General Fund Budget.

DISCUSSION: On December 3, 2019, the City Council approved the Fee Waiver request by South El Monte National Little League for the use of New Temple Park Fields from February 3, 2020 to July 31, 2020 and the use of the New Temple Park Snack Bar from February 3, 2020 to July 17, 2020. The approved Fee Waiver covered the rental of the facilities, however, South El Monte National Little League is responsible to pay the non-waived fees which include the field lights, staff time, and damage deposits.

The South El Monte National Little League is requesting the City Council to waive an additional half of the amount owed for the the use of lights in the amount of \$5,077.50. In addition, the South El Monte National Little League is requesting to extend the reservation of the snack bar to until until July 31, 2020.

During fiscal year 2019-2020 budget discussion, the City Council directed staff to include facility rental fees only for fee waiver request presented for City Council's considerations.

ATTACHMENTS:

[South El Monte National Little League Letter](#)



National Little League of South El Monte

P.O. BOX 9134 SOUTH EL MONTE, CA 91733
INCORPORATED 1961 PHONE (626) 444-8959

South El Monte City Council
1415 North Santa Anita Avenue
South El Monte, CA 91733

February 20, 2020

Dear South El Monte City Council,

National Little League of South El Monte would like to express our appreciation for all the support received throughout the years. Many members of our community have benefited with such great memories created playing on our fields while representing our city.

We are reaching out to request your assistance once more. This season we have been presented with a new cost which has never been placed upon us. Being that the league was given no time to adjust the registration cost to help cover the new fee for park lighting, we would like to request your consideration in waving this fee.

National Little League of South El Monte thanks you for all your support.

Best regards,

National Little League of South El Monte
President, Christopher Torres

A handwritten signature in black ink, appearing to read "Chris Torres", written over the printed name.



City Council Agenda Report

Agenda
Item No.
Urgent
Item

DATE: February 25, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rachel Barbosa, City Manager

CC: Anthony R. Taylor, City Attorney

SUBJECT: URGENCY ITEM TO CONSIDER A FIVE SIGNATURE LETTER TO METRO IN OPPOSITION TO THE STAFF RECOMMENDATION TO WITHDRAW THE SR60 ALTERNATIVE OF THE EASTSIDE EXTENSION AND ALLOCATE ALL MEASURE R FUNDING TOWARDS WHITTIER LINE

SUMMARY: At the San Gabriel Valley Council of Government's (COG) Governing Board meeting on Thursday, February 20, 2020, a conversation regarding an item being considered by the Metro Board of Directors at this Thursday's meeting to withdraw the SR 60 and Combined Alternatives of the Eastside Extension Transit Corridor Phase 2 (Eastside Ext.) from further consideration and study and allocate all Measure R funding towards the Whittier alignment resulted in a request for COG staff to generate a letter in opposition to the recommendation.

RECOMMENDATION: Staff recommends that the City Council approve the urgency item request to allow all five councilmembers to sign the opposition letter.

FISCAL IMPACT: There is no fiscal impact to the City's General Fund with the approval and submission of this letter.

DISCUSSION: In 2007, Metro issued a Request for Proposals to study alternatives for a new LA Metro Rail route.

In 2009, Metro conducted an analysis of 47 transit connections along the Eastside Extension Transit Corridor Phase 2 Project and produced the 2009 Alternatives Analysis that identified two build alternatives: the SR 60 and the Washington Blvd Light Rail Transit Corridors.

In November 2014, the Metro board motioned to conduct a Technical Study of the two build alternatives which resulted in the determination that an additional technical investigation would be needed to address major concerns along both lines, and staff was directed to study the feasibility of operating both lines.

After 10 community meetings along both routes, 30 briefings with both SR60 and Washington Blvd Coalitions, 70 stakeholder briefings with residents, elected officials, chambers, and businesses and two tours of the Santa Monica and Monrovia maintenance facilities, Metro staff re-initiated a study of three alternatives: the SR60, the Washington Line and a combined alternative.

The estimated cost of the Eastside Extension is detailed in the chart below:

ALIGNMENT	2017 Base Year Dollar			
	COST (Billions)		COST/MILE (Millions)	
	LOW	HIGH	LOW	HIGH
	Column A	Column B	Column C	Column D
SR60 Alt.	\$2.27	\$2.69	\$324	\$384
Washington Alt.	\$4.24	\$4.40	\$482	\$500
Combined Concept	\$6.30	\$6.90	\$399	\$437

Funding for the Eastside Ext. was included in Metro's Expenditure Plan and was included in the Los Angeles County Tax Measures R and M. Measure R funding includes \$635 million for each line (total of \$1.27 billion) and Measure M includes \$6 billion for both line alternatives, with one line to break ground in 2029 and the other in 2053.

At the upcoming Metro Board meeting on Thursday, February 27, 2020, Metro staff will recommend to withdraw the SR 60 and Combined Alternatives of the Eastside Ext. from further consideration and study and allocate all Measure R funding towards the Whittier alignment.

The SGVCOG submitted a letter requesting to delay the item, however Metro CEO, Phil Washington sent a response late today that indicates the item will not be delayed. A legal opinion indicated that the funds may stay with the project rather than remain in the region is also attached. This has enormous impact not only for this project but for all Measure R and M funds.

The SGVCOG is requesting support on the opposition of this item of major significance to the region. Attached is a copy of a letter that was submitted by the SGVCOG to Metro CEO, Phil Washington, his recent response letter, Measure R supporting documents and the 5-signature letter from the City of South El Monte Council.

ATTACHMENTS:

- A. Letter to Metro Chairman of the Board, Mayor James Butts
- B. Letter to Metro CEO Phil Washington from the SGVCOG
- C. Letter to SGVCOG from Metro CEO Phil Washington
- D. Measure R Supporting Documents



CITY OF SOUTH EL MONTE

1415 N. SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540



February 24, 2020

James Butts
Chair, Board of Directors
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza,
Los Angeles, CA 90012-2952

Re: Gold Line Eastside Extension Phase II

Dear Metro Chair and Board of Directors:

We write in opposition to the Metro staff recommendation in support of the Washington Boulevard alignment. Metro's recommendation contradicts the "Five-Point Plan" that was incorporated in Metro's 2008 Resolution calling for the Special Election in 2008. This Resolution was submitted to the Los Angeles County Registrar-Recorder / County Clerk, and the Los Angeles County Board of Supervisors. The Five-Point Plan is the sole document that includes the listing of projects by subregion. The plain meaning of this Resolution indicates that all Measure R revenue assigned to this project is dedicated to the San Gabriel Valley.

If the staff recommendation is adopted, The Gateway subregion will have four light-rail lines; Blue, Green, West Santa Ana Branch and Eastside Phase II. The San Gabriel Valley will only have the Gold Line to Claremont, which still has not been fully funded by Metro.

The Measure R information campaign mirrored the Five-Point Plan by including the Eastside Phase II extension exclusively within the San Gabriel Valley subregion. Unlike the Eastside Phase II Extension, some projects, e.g. the Exposition Boulevard Light Rail, were listed in multiple subregions within the Measure R Five-Point Plan. Again, the plain meaning is that the Eastside Phase II extension Measure R funds were assigned exclusively to the San Gabriel Valley.

It is well known that Metro is struggling with construction costs. For example, the Gold Line Foothill Extension to Claremont was projected to cost \$1.097 billion in Measure M. After receiving bids, the cost increased to \$1.407 billion. In July 2019, in accordance with Metro's Unified Cost Management Policy, staff recommended shortening the segment to Pomona and using San Gabriel Valley subregional funds to close the remaining gap. The Westside Purple Line Segment 3 Measure M projection of \$1.98 billion for the 2.6 mile segment increased to \$3.222 billion. Unlike within the San Gabriel Valley, Metro has neither requested subregional funds, nor shortened the segment.

We acknowledge the challenges associated with the Route 60 alignment, however, the Washington alignment also had significant challenges, some of which Metro proposes to overcome by constructing a 3-mile subway segment below Atlantic Boulevard. Given Metro staff's disregard for the commitment Metro made to San Gabriel Valley voters in Measure R, we are concerned Metro will seize all Measure M funds for Eastside Phase II extension, in order to have sufficient funds to complete the line all the way to Whittier.

Although the plain meaning of the Measure R Five-Point Plan indicates all Measure R funds belong to the San Gabriel Valley, we are aware that, in July 2008, Metro presented charts of funding by subregion showing the Measure R Eastside Phase II extension costs evenly split between the San Gabriel Valley and Gateway subregions. If the Metro Board chooses to split the Measure R funding, the initial segment in Gateway might be curtailed by one or two miles, but the highly transit dependent San Gabriel Valley Cities along Route 60 could initiate and construct bus rapid transit improvements with Measure R funds that are to be allocated by 2038, the conclusion of the Measure R 30-year funding period.

Sincerely,

GLORIA OLMOS, Mayor

GRACIE RETAMOZA, Mayor Pro Tem

RICHARD ANGEL, Councilmember

HECTOR DELGADO, Councilmember

MANUEL ACOSTA, Councilmember



February 21, 2020

OFFICERS

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Becky Shevlin

3rd Vice President
Tim Hephburn

MEMBERS

Alhambra

Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Cañada Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

First District, LA County
Unincorporated Communities

Fourth District, LA County
Unincorporated Communities

Fifth District, LA County
Unincorporated Communities

SGV Water Districts

Mr. Phillip A. Washington, Chief Executive Officer
Los Angeles Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop 99-25-1
Los Angeles, CA 90012-2952

RE: EASTSIDE TRANSIT CORRIDOR PHASE 2

Dear Mr. Washington,

At this month's meeting of the San Gabriel Valley Council of Governments' (SGVCOG) Transportation Committee, there was a presentation from Metro staff on proposed recommendations related to the Eastside Transit Corridor Phase 2. Based on that presentation, it is our understanding that the Metro Board of Directors will consider the following actions at its meeting on February 27:

- Proceeding with the California Environmental Quality Act (CEQA) only for the project's environmental process;
- Withdrawing the SR 60 and Combined Alternatives from further consideration in the environmental study;
- Preparing a feasibility study independent from the Eastside Transit Corridor Phase 2 project to evaluate other options that better serve the needs of the San Gabriel Valley; and
- Approving the Eastside Transit Corridor Phase 2 Title VI Service Equity Analysis.

The recommendation to remove the SR 60 alignment from further consideration has wide-ranging impacts on a number of communities in the San Gabriel Valley. Furthermore, Metro staff's recommendation to allocate all Measure R funding towards the Whittier alignment, does not adhere to Metro's Five-Point Plan that was incorporated within Metro's July 2008 Resolution calling for the Measure R election, is inconsistent with information that was presented to the SGVCOG in 2008 when Measure R was being developed and has the effect of creating an imbalanced and unfair allocation of Measure R funding.

Given the significance of this proposed action, several representatives from communities in the San Gabriel Valley would like to attend the Metro Board meeting where this item is discussed and provide public comment. At the SGVCOG Governing Board in February 20, I was directed to request that Metro delay action on this item for one month in order to allow interested parties attend.

I appreciate your time and consideration of this matter. If you have any questions, please contact me at mcreter@sgvcog.org or 626-457-1800.

Sincerely,

Marisa Creter
Executive Director

CC: Metro Board of Directors

San Gabriel Valley Council of Governments
1000 South Fremont Avenue, Unit #42 ♦ Alhambra, California 91803

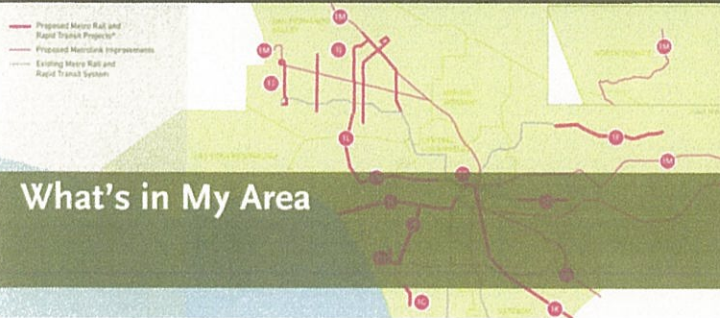


Los Angeles County
Metropolitan Transportation Authority

Metro.net

Text Only

NEWS & MEDIA
PROJECTS & STUDIES
BUSINESS INFO
METRO STORE
JOBS
ABOUT US



What's in My Area

METRO TRIP PLANNER

RAIL EXPANSION
1

STREET IMPROVEMENTS
2

TRAFFIC REDUCTION
3

PUBLIC TRANSPORTATION
4

QUALITY OF LIFE
5

METRO'S FIVE-POINT PLAN PROJECTS BY SUBREGION

FIND OUT MORE

INTERNET ARCHIVE
Wayback Machine

http://www.metro.net/measurer/region.html

13 captures
14 Sep 2008 - 19 Oct 2015

JUL OCT DEC
01
20

- | | |
|--|---|
| City of Los Angeles
1-A Exposition Boulevard Light Rail Transit
1-B Crenshaw Transit Corridor (project acceleration)
1-C Regional Connector: Links Local Rail Lines
1-D Westside Subway Extension
1-H Green Line Extension to Los Angeles International Airport
1-I San Fernando Valley North-South Rapidways: Canoga Corridor (project acceleration)
1-J San Fernando Valley East North-South Rapidways (project acceleration)
1-K West Santa Ana Branch Corridor
1-L San Fernando Valley I-405 Corridor Connection
1-O Eastside Light Rail Access (Gold Line)
3-A I-5 Capacity Enhancement: SR-134 to SR-170 | South Bay Cities
1-B Crenshaw Transit Corridor (project acceleration)
1-C Regional Connector: Links Local Rail Lines
1-G Green Line Extension: Redondo Beach Station to South Bay Corridor
1-H Green Line Extension to Los Angeles International Airport
3-E I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements: South Bay
Arroyo Verdugo
3-A I-5 Capacity Enhancement: SR-134 to SR-170
3-K Highway Operational Improvements in Arroyo Verdugo Subregion
Las Virgenes/Malibu
3-L Highway Operational Improvements in Las Virgenes and Malibu Subregion |
| Westside Cities
1-A Exposition Boulevard Light Rail Transit
1-C Regional Connector: Links Local Rail Lines
1-D Westside Subway Extension | Regionwide Programs
1-M Metrolink Capital Improvement Projects (Los Angeles County)
1-N Metro Rail Capital Projects
2-A Signal Synchronization
2-B Major Street Resurfacing & Pothole Repair
2-C Traffic Monitoring Programs
2-D Bicycle Programs
2-E Pedestrian Improvement Program
2-F Safer Bus Stops
2-G Traffic Demand Management
4-A Rapid Bus Improvements
4-B Express Bus Improvements
4-C Local Bus Improvements
4-D Improved Service for Seniors
4-E Improved Service for the Disabled
4-G Increased Bus Service to Rail Stations
4-H Expanding Community-based Shuttle Service
5-E Countywide Soundwall Construction
5-F Metro and Municipal Regional Clean Fuel Bus Capital Facilities and Rolling Stock |
| Gateway Cities
1-C Regional Connector: Links Local Rail Lines
1-K West Santa Ana Branch Corridor
3-B I-5 Capacity Enhancement: I-605 to Orange County Line
3-C I-5/Carmenita Rd. Interchange Improvement
3-G SR-710 South and/or Early Action Projects
3-J I-605 Corridor "Hot Spot" Interchanges
5-C Burlington Northern Santa Fe (BNSF) Grade Separations in Gateway Cities | San Gabriel Valley
1-C Regional Connector: Links Local Rail Lines
1-E Gold Line Eastside Extension
1-F Gold Line Foothill Light Rail Transit Extension
3-M SR-710 North Gap Closure (Tunnel)
5-D Alameda Corridor East Grade Separations Phase II |
| North Los Angeles County
3-D I-5/SR-14 Capacity Enhancement
3-F I-5 North Capacity Enhancements: SR-14 to Kern County Line (Truck Lanes)
3-H SR-138 Capacity Enhancements
3-I High Desert Corridor (Environmental) | Regionwide Benefits
4-F Fare Equity
5-A Alternative to High Gas Prices
5-B Job Stimulus |



WHAT'S IN MY AREA?

View proposed Measure R by Subregion



FREQUENTLY ASKED QUESTIONS

Get Answers To All The Most Commonly Asked Questions.



BALLOT LANGUAGE, EXPENDITURE PLAN & ORDINANCE



PROJECT INDEX

Listing of Measure R



REPORTS

Read the reports

1-E Gold Line Eastside Extension - listed under San Gabriel Valley, not Gateway



NEWS & MEDIA

PROJECTS & STUDIES

BUSINESS INFO

METRO STORE

JOBS

ABOUT US

METRO TRIP PLANNER

Measure R & Metro's Five-Point Plan Project Index

RAIL EXPANSION

1

STREET IMPROVEMENTS

2

TRAFFIC REDUCTION

3

PUBLIC TRANSPORTATION

4

QUALITY OF LIFE

5

PROJECT INDEX

FIND OUT MORE

Measure R is a half-cent sales tax to fund transportation projects throughout LA County.

RAIL EXPANSION

- | | |
|--|---|
| 1-A Exposition Boulevard Light Rail Transit: Culver City to Santa Monica | 1-I San Fernando Valley North-South Rapidways: Canoga Corridor (project acceleration) |
| 1-B Crenshaw Transit Corridor (project acceleration) | 1-J San Fernando Valley East North-South Rapidways (project acceleration) |
| 1-C Regional Connector: Links Local Rail Lines | 1-K West Santa Ana Branch Corridor |
| 1-D Westside Subway Extension (to be opened in segments) | 1-L San Fernando Valley I-405 Corridor Connection |
| 1-E Gold Line Eastside Extension | 1-M Metrolink Capital Improvement Projects (Los Angeles County) |
| 1-F Gold Line Foothill Light Rail Transit Extension | 1-N Metro Rail Capital Projects |
| 1-G Green Line Extension: Redondo Beach Station to South Bay Corridor | 1-O East Light Rail Access (Gold Line) |
| 1-H Green Line Extension to Los Angeles International Airport | |

STREET IMPROVEMENTS

- | | |
|---|--|
| 2-A Signal Synchronization | 2-E Pedestrian Improvement Program |
| 2-B Major Street Resurfacing & Pothole Repair | 2-F Safer Bus Stops |
| 2-C Traffic Monitoring Programs | 2-G Traffic Demand Management |
| 2-D Bicycle Programs | |

TRAFFIC REDUCTION

- | | |
|--|---|
| 3-A I-5 Capacity Enhancement: SR-134 to SR-170 | 3-G I-710 South and/or Early Action Projects |
| 3-B I-5 Capacity Enhancement: I-605 to Orange County Line | 3-H SR-138 Capacity Enhancements |
| 3-C I-5/Carmenita Rd Interchange Improvement | 3-I High Desert Corridor (environmental) |
| 3-D I-5/SR-14 Capacity Enhancement | 3-J I-605 Corridor "Hot Spot" Interchanges |
| 3-E I-405, I-110, I-105, SR-91 Ramp/Interchange Improvements: South Bay | 3-K Highway Operational Improvements in Arroyo Verdugo Subregion |
| | 3-L Highway Operational Improvements in Las Virgenes and Malibu Subregion |
| 3-F I-5 North Capacity Enhancements: SR-14 to Kern County Line (Truck Lanes) | 3-M SR-710 North Gap Closure |



INTRODUCTION

Background on Measure R



WHAT'S IN MY AREA?

View proposed Measure R by Subregion



FREQUENTLY ASKED QUESTIONS

Get Answers To All The Most Commonly Asked Questions.



BALLOT LANGUAGE, EXPENDITURE PLAN & ORDINANCE



PROJECT INDEX

Listing of Measure R



REPORTS

Read the reports

Link reads:
"1-E Gold Line Eastside Extension* Extends Metro Gold Line farther east from the Pomona/Atlantic Station."

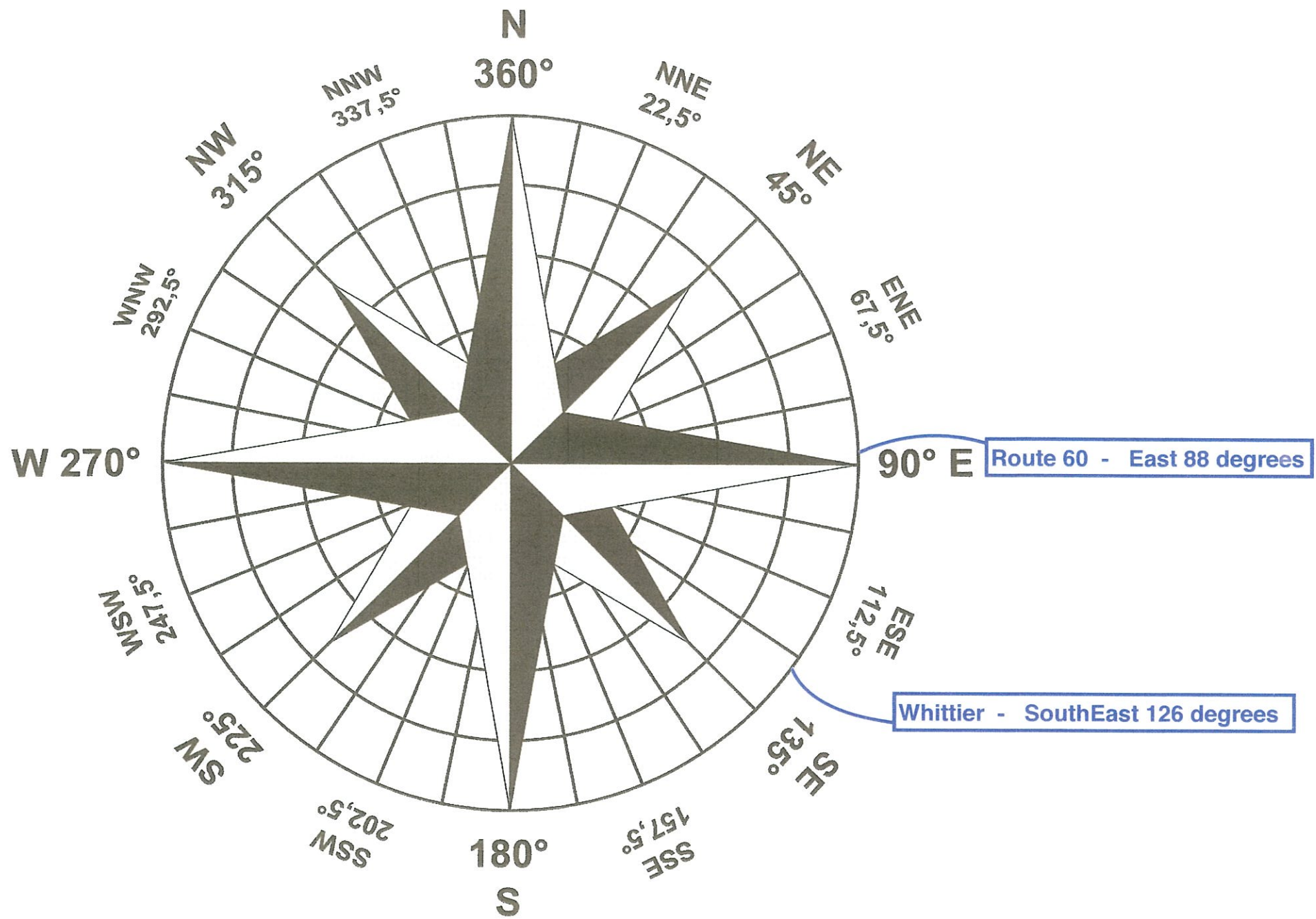
PUBLIC TRANSPORTATION

4-A	Rapid Bus Improvements	4-F	Fares
4-B	Express Bus Improvements	4-G	Increased Bus Service to Rail Stations
4-C	Local Bus Improvements	4-H	Expanded Community-based Shuttle Services
4-D	Improved Service for Seniors	4-I	Increased Local Transit Funding
4-E	Improved Service for the Disabled		

QUALITY OF LIFE

5-A	Alternative to High Gas Prices	5-D	Alameda Corridor East Grade Separations Phase II
5-B	Job Stimulus	5-E	Countywide Soundwall Construction
5-C	Burlington Northern Santa Fe Grade Separations in Gateway Cities	5-F	Metro and Municipal Regional Clean-fuel Bus Capital Facilities and Rolling Stock

EASTSIDE TRANSIT CORRIDOR PHASE 2



Proposed One-Half Cent Sales Tax for Transportation
30 Years, 2009 - 2038
Subregional Project Comparison
(\$ in millions)

ATTACHMENT B
DRAFT

	Potential Project Totals and Subregional Equity Data	New Sales Tax Funds	City of Los Angeles*	Westside Cities (non-LA City)*	Gateway Cities	San Gabriel Valley	South Bay Cities	North Los Angeles County	Arroyo Verdugo/ Las Virgenes/ Malibu
1	Subtotal Transit Projects	\$ 13,790	\$ 7,459	\$ 1,981	\$ 1,232	\$ 1,911	\$ 1,208	\$ -	\$ -
2	Subtotal Highway Projects	\$ 7,630	\$ -	\$ -	\$ 2,513	\$ 1,611	\$ 1,408	\$ 1,140	\$ 958
3	Total Potential Projects	\$ 21,420	\$ 7,459	\$ 1,981	\$ 3,745	\$ 3,522	\$ 2,616	\$ 1,140	\$ 958
4	Transit projects % of total		34.8%	9.2%	5.7%	8.9%	5.6%	0.0%	0.0%
5	Highway projects % of total		0.0%	0.0%	11.7%	7.5%	6.6%	5.3%	4.5%
6	Total % of projects		34.8%	9.2%	17.5%	16.4%	12.2%	5.3%	4.5%
7	Population % of subregions total (2004 data per LRTP)		35.4%	2.1%	19.2%	18.3%	14.6%	6.0%	4.3%
8	2004 Population per Draft 2008 LRTP		3,485,873	204,071	1,887,345	1,803,803	1,434,206	593,659	426,740
9	Population per square mile per Draft 2008 LRTP		7,370	9,685	8,366	5,228	7,824	238	1,920
10	Number of jobs per Draft 2008 LRTP		1,826,440	121,610	786,655	749,774	633,849	193,425	254,612
11	Number of jobs % of subregions total		40.0%	2.7%	17.2%	16.4%	13.9%	4.2%	5.6%
12	Number of jobs per square mile		3,861	5,772	3,487	2,173	3,458	77	1,145
13	Project Sales Tax Dollars per Capita (not in millions)		\$ 2,140	\$ 9,706	\$ 1,984	\$ 1,952	\$ 1,824	\$ 1,920	\$ 2,245

* City of LA column includes Westside, Central LA, and San Fernando Valley subregions except that Beverly Hills, Culver City, Santa Monica, and West Hollywood are in the Westside Cities column.

** Escalation allowance calculated based on proportionate share of sales tax dollars for projects. Additional escalation allowances may be funded from other Long Range Transportation Plan funds. Actual need for allowances will vary based on project scheduling and funding strategies.

*** Accelerated Long Range Transportation Plan project.

This Document prepared by Metro

**Proposed One-Half Cent Sales Tax for Transportation
30 Years, 2009 - 2038
Subregional Project Comparison**

**ATTACHMENT B
DRAFT**

(\$ in millions)

	Potential Project (project definition depends on final environmental process)	New Sales Tax Funds	City of Los Angeles*	Westside Cities (non-LA City)*	Gateway Cities	San Gabriel Valley	South Bay Cities	North Los Angeles County	Arroyo Verdugo/ Las Virgenes/ Malibu
1	Connect the Pasadena & Eastside Gold Lines with Long Beach & Exposition lines (AB 2321 min. \$160 M)	\$ 160	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32		
2	Exposition Blvd Light Rail Transit (AB 2321 min. \$925 M)	\$ 925	\$ 573.5	\$ 351.5					
3	Gold Line Eastside Light Rail Access (AB 2321 min. \$30 M)	\$ 30	\$ 30						
4	Crenshaw Boulevard Corridor - project acceleration (AB 2321 minimum \$236 M)***	\$ 1,207	\$ 821				\$ 386		
5	East Los Angeles Corridor	\$ 1,271			\$ 635.5	\$ 635.5			
6	East San Fernando Valley North-South Corridors - project acceleration (AB 2321 minimum -see below line 11)***	\$ 68	\$ 68						
7	Gold Line Foothill Extension (AB 2321 minimum \$328 M)	\$ 735				\$ 735			
8	Green Line to Los Angeles International Airport Corridor	\$ 200					\$ 200		
9	Green Line to South Bay Corridor	\$ 272					\$ 272		
10	San Fernando Valley Canoga Corridor - project acceleration (AB 2321 minimum \$100 M for San Fernando Valley North-South Rapidways)***	\$ 182	\$ 182						
11	San Fernando Valley I-405 Corridor Connection	\$ 1,000	\$ 1,000						
12	West Santa Ana Branch Corridor	\$ 240			\$ 240				
13	Westside Subway Corridor - to be opened in segments (AB 2321 minimum \$900 M)	\$ 4,074	\$ 2,909	\$ 1,165					
14	Escalation Allowance for lines 5 through 14 - to be based on year of construction**	\$ 3,426	\$ 1,844	\$ 432	\$ 324	\$ 508	\$ 318	\$ -	\$ -
15	TOTAL TRANSIT PROJECTS	\$ 13,790	\$ 7,459	\$ 1,981	\$ 1,232	\$ 1,911	\$ 1,208	\$ -	\$ -
16	% of Total Transit	100.0%	54.1%	14.4%	8.9%	13.9%	8.8%	0.0%	0.0%

**Proposed One-Half Cent Sales Tax for Transportation
30 Years, 2009 - 2038
Subregional Project Comparison**

**ATTACHMENT B
DRAFT**

(\$ in millions)

	Potential Project (project definition depends on final environmental process)	New Sales Tax Funds	City of Los Angeles*	Westside Cities (non-LA City)*	Gateway Cities	San Gabriel Valley	South Bay Cities	North Los Angeles County	Arroyo Verdugo/ Las Virgenes/ Malibu
18									
19	Alameda Corridor East Grade Separations (AB 2321 minimum \$200 M)	\$ 400				\$ 400			
20	BNSF Grade Separations in Gateway Cities	\$ 35			\$ 35				
21	High Desert Corridor (environmental)	\$ 33						\$ 33	
22	I-5 / SR-14 Capacity Enhancement (AB 2321 min \$91 M)	\$ 91						\$ 91	
23	I-5 Capacity Enhancement from I-605 to Orange County Line (AB 2321 minimum \$265 M)	\$ 265			\$ 265				
24	I-5 Capacity Enhancement from SR-134 to SR-170 (AB 2321 minimum \$272 M)	\$ 272							\$ 272
25	I-5 Carmenita Road Interchange Improvement (AB 2321 minimum \$138 M)	\$ 138			\$ 138				
26	Highway Operational Improvements in Arroyo Verdugo subregion	\$ 170							\$ 170
27	Highway Operational Improvements in Las Virgenes/Malibu Subregion	\$ 175							\$ 175
28	I-405, I-110, I-105, and SR-91 Ramp and Interchange Improvements (South Bay)	\$ 906					\$ 906		
29	I-5 North Truck Lanes	\$ 410						\$ 410	
30	I-605 Corridor "Hot Spot" Interchanges	\$ 590			\$ 590				
31	I-710 North Gap Closure (tunnel)	\$ 780				\$ 780			
32	I-710 South and/or Early Action Projects	\$ 590			\$ 590				
33	SR-138	\$ 200						\$ 200	
34	Escalation Allowance for lines 26 through 33 - to be based on year of construction**	\$ 2,575	\$ -	\$ -	\$ 895	\$ 431	\$ 502	\$ 406	\$ 341
35	TOTAL HIGHWAY PROJECTS (not including Soundwalls)	\$ 7,630	\$ -	\$ -	\$ 2,513	\$ 1,611	\$ 1,408	\$ 1,140	\$ 958
36	% of Total Highway	100.0%	0.0%	0.0%	32.9%	21.1%	18.5%	14.9%	12.6%

**Proposed One-Half Cent Sales Tax for Transportation
30 Years, 2009 - 2038
Subregional Project Comparison**
(\$ in millions)

**ATTACHMENT B
DRAFT**

Notes:

1. Potential projects in multiple subregions are divided proportionately by mileage.
2. The LRTP assumes that an annual average of \$80 million in discretionary federal funds can be achieved through FY 2025. An expenditure plan based on this analysis would assume that the new sales tax will leverage an additional \$40 million per year, for a total of \$120 million per year in Federal funds through FY 2038.
3. An expenditure plan based on this analysis would assume that an average of \$35 million per year in additional State funds would be leveraged for transit projects through FY 2038.
4. Public/Private partnerships or other funding arrangements will be necessary to accomplish many highway projects in the analysis because substantial funds remain to be identified to achieve the full scope of the projects contemplated.
5. Transit projects assume a 3% local funding contribution from non-Metro sources.
6. Consistent with Metro's draft 2008 Long Range Transportation Plan, the expenditure plan has an average annual sales tax growth assumption of 3.89%.
7. Since the Exposition Light Rail Transit project is fully funded in the LRTP, the expenditure plan would assume that the freed-up funds would be available to fund other projects, such as the Regional Connector project in downtown Los Angeles.
8. Accomplishing subregional equity in the analysis was made possible by lowering the escalation allowance assumptions for all projects to 4% for the first five years (from the previous 7.5% and 5.0% in those years). The change to a lower escalation allowance is consistent with very recent statewide construction project trends reported to us by Caltrans for projects exceeding \$50 million.



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza,
Los Angeles, CA 90012-2952

Phillip A. Washington
Chief Executive Officer
213.922.7555 Tel
213.922.7447 Fax
washingtonp@metro.net

February 25, 2020

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1000 South Fremont Avenue, Unit #42
Alhambra, CA 91803

RE: Eastside Transit Corridor Phase 2

Dear Ms. Creter,

Thank you for your letter dated February 21, 2020 regarding the Eastside Phase Transit Corridor Phase 2 Project. Metro staff is currently undertaking the lengthy process of preparing a Reinitiated/ Supplemental EIS/EIR and evaluating three project alternatives. As a part of this process, staff has identified significant issues and constraints with the SR 60 and Combined Alternatives. The recommendations to be considered by the Board on Thursday, February 27, are informed by the technical findings contained in the SR 60 and Combined Alternatives Issues and Constraints Report and are independent from the project's funding plan. The Board's approval would prioritize the project in order to achieve acceleration goals. Narrowing the project's alternatives and streamlining the environmental study to a CEQA-only process would focus work on the most viable project alternative – Washington Alternative. Upon Board approval, the project team will immediately update the Draft EIR according to CEQA and evaluate the Washington Alternative.

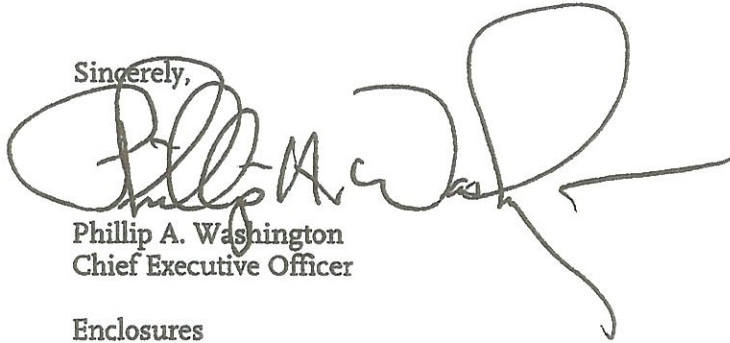
Metro staff is cognizant of the San Gabriel Valley Council of Governments' (COG's) concerns about the funding commitments as outlined in Measure R. The Board report commits Metro staff to review the funding obligations as stipulated in Measures R and M. Subsequently, staff would report back in six months or sooner with an update to the Board on short- and long-term solutions for the SR 60 corridor cities and San Gabriel Valley. Meanwhile, County Counsel recently reviewed the operative language in the Measures R and M sales tax ordinances. Included with this letter is County Counsel's findings.

In order to communicate these recommendations in advance of this week's Metro Board meeting, staff held a briefing with elected officials and representatives of the affected corridor cities on 01/29/2020 and three community meetings in early February. Additionally, staff presented to the San Gabriel Valley COG Transportation Committee on two occasions: 01/16/2020 and 02/20/2020, among other outreach efforts.

Currently, the project is at a crucial stage of developing the Reinitiated/Supplemental EIS/EIR and the Board's decision on the staff recommendations for this project will have a significant impact on the scope and scale of the work moving forward. Delaying the Board's decision would effectively

place the environmental and design work on hold. This runs contrary to the Board's push to accelerate the four pillar projects, of which this is one. The recommendations being considered are critical to achieving the proposed project acceleration. Therefore, staff plans to proceed with the recommendations to the Board on February 27. However, the Board has the discretion to delay the action if they so choose.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Phillip A. Washington', with a long horizontal stroke extending to the right.

Phillip A. Washington
Chief Executive Officer

Enclosures

cc: Metro Board of Directors



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

MARY C. WICKHAM
County Counsel

February 21, 2020

TELEPHONE
(213) 974-1801
FACSIMILE
(213) 626-7446
TDD
(213) 633-0901

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE
ATTORNEY-CLIENT AND/OR THE ATTORNEY
WORK PRODUCT PRIVILEGES

TO: BOARD OF DIRECTORS

FROM: CHARLES M. SAFER 
Assistant County Counsel
Transportation Division

RE: Measures R and M: Sales Tax Revenues Allocated to Gold
Line Eastside Extension

Summary

A question has been raised regarding Measures R and M sales tax revenues identified for the Gold Line Eastside Extension project in the San Gabriel Valley and Gateway Cities subregions. The question is whether funding for this project would remain in both subregions if the project is constructed in only one subregion. After reviewing the operative language in the Measures R and M sales tax ordinances, we believe that funds allocated to this project are not geographically restricted by subregional designation, if any, in the ordinance and may be used to construct the project solely in the San Gabriel Valley or Gateway Cities subregion within the project area.

Discussion

Both Measures R and M include an expenditure plan which identifies the amount of sales tax revenues allocated for the Gold Line Eastside Extension. The Measure R expenditure plan provides \$1.271B for the project but does not identify a subregion for any Measure R projects, whereas the Measure M expenditure plan does include a subregional designation for each project. Moreover, in the Measure M expenditure plan, some projects are identified on two separate lines with separate allocations of sales tax revenues and subregional designations, e.g., the BRT Connector Orange/Red Line to Gold Line, Sepulveda Pass Transit Corridor (both Phases 1 and 2), Gold Line Eastside Extension (One Alignment), West Santa Ana Transit Corridor, and Crenshaw Northern Extension. Regardless of the distinction between Measures R and M, and notwithstanding the dual references in the Measure M expenditure plan to the same project, the allocations in both expenditure plans are for specific projects, not subregions.

Therefore, the entire \$1.271B of Measure R funds for the Gold Line Eastside Extension may be spent to construct the project in either the San Gabriel Valley or Gateway Cities subregion.

In the Measure M expenditure plan, the Gold Line Eastside Extension (One Alignment) project is on line 24 (Gateway Cities Subregion) and line 25 (San Gabriel Valley Subregion), with each line showing \$543M in Measure M funding. Notwithstanding the separate line entries, the Gold Line Eastside Extension is a single project with an allocation of \$1.086B in Measure M funds. Exercising its statutory discretion, the Board may approve any environmentally cleared alignment for this project and authorize the expenditure of up to \$1.086B in Measure M sales tax revenues. Similarly, in later decades (or sooner if accelerated), a second alignment of the Gold Line Eastside Extension may be approved and funded by the Board with \$2.89B of Measure M revenues as provided on line 44 of the Measure M expenditure plan.

There is no requirement in either Measures R, M, or their respective enabling law, that any amount of sales tax revenue for the Gold Line Eastside Extension be allocated to the San Gabriel Valley or Gateway Cities subregion. Essentially, the ordinances provide sales tax revenues for the *project*. A basic rule of statutory construction is called the "plain meaning rule," which means giving words their ordinary meaning. Therefore, if a statute's language is clear and unambiguous, the court will not engage in further statutory construction analysis. The language controls, and the court has nothing to interpret or construe. If a statute is unclear, courts may look to external aids. *Halbert's Lumber, Inc v. Lucky Stores, Inc.*, 6 Cal. App. 4th 1233, 1238 (1972). In the cases of Measures R and M, the language of both the enabling statutes and the ordinances themselves are clear and unambiguous. Thus the language of the statutes and ordinances control, and there is no need to consider extrinsic sources or materials to interpret the ordinances.

CMS:lal

c: Phillip Washington
Nadine Lee
James de la Loza
Laurie Lombardi
Richard Clarke
Bryan Pennington



City Council Agenda Report

**Agenda
Item No.
11.a.**

DATE: February 25, 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 EPIPHANY CATHOLIC SCHOOL REQUESTING SPONSORSHIP FOR THEIR 60TH DIAMOND GALA CELEBRATION ON MARCH 21, 2020

SUMMARY: Epiphany Catholic School is a 501(c)(3) Non-Profit institution, the school depends on fundraisers to supplement the full cost of education for deserving students in South El Monte and are looking to raise \$80,000.

RECOMMENDATION: Staff recommends the City Council review the request from Epiphany Catholic School for the Annual Diamond Gala and choose the \$500 Flapper Level. Previous action taken by the City Council is to adhere to a \$500 limit.

FISCAL IMPACT: The City Council approved a limit of \$500 for the FY 19/2020 for ten organizations servicing the City that would be funded out of the Community Promotion account. The City Council has sponsored five organizations thus far.

DISCUSSION: Epiphany Catholic School has been committed to helping students thrive through excellence in education for 60 years in the City of South El Monte.

ATTACHMENTS:
[Request Letter](#)



EPIPHANY CATHOLIC SCHOOL

Faith, Community, & Academic Excellence

February 3, 2020

Dear Friends of Epiphany,

ADMINISTRATION

Gabriela Negrete, Principal

Patricia Pol, Vice Principal

STAFF

Yolanda Medina

Gabriella Negrete

Rebecca Pol

Patricia Pol

Christopher Alaniz

Jennifer Portillo

Angie Yamashiro

Guadalupe Baldenebro

Arlene Valdez

Ashley Santillan

Maria Montoya

Sister ClaraLuz, EFMS

Epiphany Catholic School, located in the City of South El Monte, has been committed to helping students thrive through excellence in education for 60 years. We strive to help all children reach their full potential academically, socially, and spiritually. Our Roman Catholic faith-based teachings prepare our students to become well rounded, productive citizens, and life-long learners who will make a difference in their parishes, communities, and in the world. We cannot provide this standard of education without the generous support from our donors.

In order to best provide excellence in education for our students, we count on several fundraisers a year to maintain an affordable tuition rate. We also fundraise to purchase educational materials and update technology. This year our goal is to raise \$80,000 to update our reading program for our Transitional Kinder (TK) and 6 through 8; as well as history and science textbooks for grades Kinder to 8th to meet the California Common Core Standards and the Next Generation Science Standards.

In recognition of the school's anniversary, we are preparing for a 60th Diamond Gala celebration in March 21,2020.

Epiphany Catholic School is a 501(c)(3) non-profit institution. It is under the jurisdiction of the Department of Catholic Schools of the Archdiocese of Los Angeles. It is a member of the National Catholic Education Association and is fully accredited by the Western Association of Schools and Colleges and The Western Catholic Education Association. In order to maintain the affordability of Epiphany Catholic School, it is necessary to raise funds to supplement the full cost of education for our deserving students. That is why it is so important for us to solicit public support in our fund-raising efforts.

On behalf of the students, faculty and myself, we thank you for your support. We look forward to hearing from you soon. Should you have any questions please contact me through the school office (626) 758-1094.

Sincerely,

Gabriela Negrete (Class of 1986)
Principal

Patricia Marin (Class of 1986)
Parent and Gala Chair

Whoever sows sparingly will also reap sparingly, and whoever sows generously will also reap generously.

2 Cor 9:6

10915 Michael Hunt Drive South El Monte, CA 91733 * (626) 758-1094 * eschool213@aol.com

60th Diamond Anniversary Gala Sponsorship

Diamond Level - \$1000 and up

Exclusive advertising at the event, advertising in the event program and a full page ad in the yearbook.

Cat's Meow Level - \$750 - \$999

Advertising at the event, advertising in the event program and a half page ad in the yearbook.

Flapper Level - \$500 - \$749

Advertising at the event, advertising in the event program and a quarter page ad in the yearbook.

Prohibition Level - \$250 - \$499

Advertising at the event, advertising in the event program and a business card size ad in the yearbook.

The Bee's Knees - \$100 - \$249 OR Raffle/Auction Item

Advertising in the event program and a business card size ad in the yearbook.

Sponsor Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____

Email: _____

Desired Sponsorship Level: _____

Amount enclosed: _____

Authorized By: _____

Please pay by check only.

Payable to:

Epiphany Catholic School

Attention: Gabriela Negrete

10915 Michael Hunt Drive, So. El Monte, CA 91733

Please return no later than Mar. 18th, 2020.

Whoever sows sparingly will also reap sparingly, and whoever sows generously will also reap generously.

2 Cor 9:6

10915 Michael Hunt Drive South El Monte, CA 91733 * (626) 758-1094 * eschool213@aol.com



Successor Agency Agenda Report

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

DATE: February 25, 2020

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Rose Juarez, City Clerk

SUBJECT: MINUTES

SUMMARY: Staff seeks Board approval of the Minutes of the January 28, 2020 Regular meeting.

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

FISCAL IMPACT: None.

ATTACHMENTS:

[Minutes](#)

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

CALL TO ORDER AND ROLL CALL

Chairperson Olmos called the meeting to order at 9:57 p.m.

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

ABSENT: Commissioner Delgado.

Also present: (General Counsel) Anthony R. Taylor, (Executive Director) Rachel Barbosa, (Secretary) Rose Juarez, and (Public Works Director) Rene Salas.

APPROVAL OF AGENDA

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

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

NAYS: None.

ABSENT: Commissioner: Delgado.

PUBLIC COMMENTS

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

CONSENT CALENDAR

a. MINUTES

Staff seeks Agency Board approval of the Minutes of the Regular Meeting of October 22, 2019.

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

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

NAYS: None.

ABSENT: Commissioner: Delgado.

EXECUTIVE DIRECTOR'S AGENDA None.

ADJOURNMENT

There being no further business coming before this body, Chairperson Olmos adjourned the meeting at 9:58 p.m.

Rose Juarez, Secretary

Gloria Olmos, Chairperson