

Gloria Olmos, Mayor/Chair
Richard Angel, Mayor Pro Tem/ Vice
Chair
Manuel Acosta, Councilmember/
Boardmember
Hector Delgado, Councilmember/
Boardmember
Gracie Retamoza, Councilmember/
Boardmember



Rachel Barbosa, City Manager/
Executive Director
Donna G. Schwartz, City Clerk/
Secretary
Anthony R. Taylor, City Attorney/
General Counsel

CITY OF SOUTH EL MONTE

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

AGENDA

October 26, 2021, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Meeting ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

For both open and closed session each speaker will be limited to five minutes. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. This is the only opportunity for public input except for scheduled public hearing items. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 ext. 3280 or ext. 3220 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-0412

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998

[Agenda Begins on the Following Page]

1. ROLL CALL

Councilmembers: Acosta, Delgado, Retamoza, Mayor Pro Tem Angel and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

Pastor Patricia Garret, Faith Dominion Church

4. PRESENTATIONS

- 4.a.** Presentation of Plaques to Employees; Teacher MaryAnn Garcia and Teacher Teresa Lopez for Years of Service

Teacher MaryAnn Garcia for 44 Years of Dedicated and Outstanding Service to the City of South El Monte and Teacher Teresa Lopez for 40 Years of Dedicated and Outstanding Service to the City of South El Monte.

- 4.b.** Valle Lindo School District Update on Post Covid-19 Return to School

- 4.c.** Presentation on State of the Homelessness in South El Monte

- 4.d.** Sheriff's Department Report for the Month of September

- 4.e.** Code Enforcement and Public Safety Department Report for the Month of September 2021

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

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

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak up to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. With respect to non-public hearing items, speakers shall provide their comments at this time. During public hearing, speakers are encouraged to speak at the time the public hearing item is presented. 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. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR OCTOBER 12, 2021

Staff is requesting approval of the Minutes of the October 12, 2021, Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of October 12, 2021.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-67, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 13, 2021, THROUGH OCTOBER 26, 2021

Authorizing payment of City expenditures for the period of October 13, 2021 through October 26, 2021 totaling \$1,594,389.50

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-67, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-68, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE CALHOME GRANT PROGRAM

In an effort to provide housing assistance to low and very low-income homebuyers and property owners, the City is applying for the grant award of \$4,000,000 in CalHome Program funds for the First-Time Homebuyer Mortgage Assistance (MA) and Accessory Dwelling Unit/Junior Accessory Dwelling Unit (ADU/JADU) programs.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-68, authorizing the City Manager or designee to apply for the HCD CalHome Grant Program in the amount of \$4,000,000 for First-Time Homebuyer Mortgage Assistance and Accessory Dwelling Unit/Junior Accessory Dwelling Unit programs, and if awarded, authorize the City Manager or designee to execute the HCD standard agreement with the State, and approve a not to exceed limit of \$50,000 for loan recipients.

Consent Calendar continued on next page.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-69 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) ET SEQ. FOR THE INITIAL PERIOD OF OCTOBER 26, 2021 THROUGH NOVEMBER 25, 2021

Consideration of Resolution No. 21-69: A Resolution of the City Council of the City of South El Monte proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 26, 2021 through November 25, 2021.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-69 proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 26, 2021 through November 25, 2021.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-70, APPROVING AMENDMENT NO. 7 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

This Amendment will extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021 and it will also extend the use of California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding from September 30, 2021 to June 30, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-70, approving Amendment No. 7 and authorizing the City Manager, or her designee, to execute the same.

8. PUBLIC HEARINGS - None

General Business begins on next page.

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-71, AWARDING PROFESSIONAL SERVICES AGREEMENT TO ACTIVE SAN GABRIEL VALLEY TO PROVIDE PUBLIC ENGAGEMENT AND COMMUNITY ASSESSMENT SERVICES FOR THE RUSH STREET CORRIDOR ENHANCEMENT PLAN

The Rush Street Corridor Enhancement Plan will study and conceptualize the City of South El Monte's Rush Street, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. The resulting plan will help the City create a safe multi-modal corridor that will better connect residents and businesses throughout the City.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-71, awarding a professional services agreement in the amount of \$102,831, to Active San Gabriel Valley (ASGV) to provide public engagement and community assessment services for the Rush Street Corridor Enhancement Plan.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. Mayor Pro Tem Richard Angel

1. Discussion on Hosting a City Employee Family Picnic

12.b. Mayor Gloria Olmos

1. Follow Up on Proposed City Farmers Market

13. CLOSED SESSION - None

14. RECESS COUNCIL MEETING

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

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

16. CALL TO ORDER AND ROLL CALL

Board Members: Acosta, Delgado, Retamoza, Vice Chairperson Angel, and 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. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR SEPTEMBER 28, 2021

Staff is requesting approval of the Minutes of the September 28, 2021 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of September 28, 2021.

19.b. PROPOSED DARK SUCCESSOR AGENCY MEETING DATES

Staff is requesting the Successor Agency Board consider "going dark" on Tuesday, November 23, 2021 due to the Thanksgiving holiday and on Tuesday, December 28, 2021 due to the Christmas holiday.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board "goes dark" on November 23, 2021 and December 28, 2021, due to the Thanksgiving and Christmas holidays.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, November 9, 2021 at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 21st day of October 2021.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: Presentation of Plaques to Employees; Teacher MaryAnn Garcia and Teacher Teresa Lopez for Years of Service

Teacher MaryAnn Garcia for 44 Years of Dedicated and Outstanding Service to the City of South El Monte and Teacher Teresa Lopez for 40 Years of Dedicated and Outstanding Service to the City of South El Monte.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Valle Lindo School District Update on Post Covid-19 Return to School

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: Presentation on State of the Homelessness in South El Monte

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation



**MID-VALLEY
COLLABORATIVE
ON HOMELESSNESS**
ILLUMINATING PATHWAYS HOME

Homeless Services Overview

Baldwin Park, El Monte, South El Monte



AGENDA

1. Scope of Work (MVCH & SEM)
2. Milestones
3. Service Data
4. Pipeline Projects
5. Challenges
6. Solutions
7. Q&A and Next Steps



MVCH Scope of Work: March - Dec 2021

(w/ potential extension to June 2022)

1. Homeless Housing Coordinator (field and site based)
2. Housing Navigation/Case Management (field and site based)
3. 3 Access Points (walk-in & appointment services)
4. Development & Planning Consultant (LeSar)
5. Prevention/Diversion Program (SEM staff)
6. Permanent Housing Capital Improvements (El Monte Homekey Motel Conversion)
7. Motel Vouchers for Interim Housing (USHS & SEM staff)
8. Short-Term Rental Assistance/Rapid Rehousing (USHS & SEM staff)
9. Employment Services (Goodwill SoCal)
10. Landlord Engagement /Incentives (USHS)
11. Showers Program (BP completed)
12. Navigation Center/Lockers (TBD)

Milestones

1. Established 3 SEM Access Points: City Hall, Community Center and Senior Center
2. Hired one full time, field-based, Housing Coordinator (Jacky) and one full time Housing Navigator (Steven) with office hours @ Community Center every Wednesday 2-5PM.
3. Trained approximately 8 city staff
4. Launched Motel Voucher Program & Landlord Engagement
5. Launched Prevention & Diversion Program
6. Completed MVCH branding and developed branded marketing materials
7. Launch MVCH Website and Social Media pages (forthcoming)

Service Data

- LA-HOP (Los Angeles Homeless Outreach Portal): 30 referrals from SEM and 134 total MVCH referrals.
- 42 Unique Persons Referred and/or Linked to Services
- 19 Unique Persons Enrolled in Employment Services
- SEM staff has served 7 clients and provided temporary housing at Sierra Inn, Star Light, Motel 6, and Ramada Inn

SEM Prevention & Diversion Programs

CITY OF SOUTH EL MONTE HOMELESSNESS PREVENTION AND DIVERSION PROGRAM



WHAT'S THE PLAN?

The City of South El Monte along with the cities of Baldwin Park and El Monte are founding members of the Mid-Valley Collaborative on Homelessness (MVCH) and through a partnership with the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles County Homeless Initiative, are working together to more effectively combat homelessness locally. This year, MVCH and South El Monte were awarded Measure H funds as well as SGVCOG funds to implement elements of our city's Homelessness Plan which includes strategies that prevent residents from entering homelessness. With these funds, we can preserve housing, offer emergency and interim housing, assist residents with their utilities and provide grocery cards to meet basic needs. We are thankful to all of our partners for providing the leadership, financial assistance and services so that we may better serve our city's individuals and families at risk of homelessness.

ASSISTANCE WITH



FOOD



UTILITIES



SHELTER



RESOURCES

HOW DO I GET HELP?

Residents in need of assistance will be required to fill out a simple form that can be obtained at one of our three Access Points located at the South El Monte City Hall, Community Center, and Senior Center. The City of South El Monte can immediately provide a basic needs care package donated by the local Tzu Chi Foundation that contains snacks, water, and toiletry items. To receive further assistance, we ask that residents sit down with our Access Point staff to better assess their financial need. MVCH and South El Monte have contracted with Union Station Homeless Services to provide further assistance such as medical services, permanent housing, access to Los Angeles County services and employment opportunities for individuals and families experiencing homelessness.

Employment Services

HOMELESS doesn't need to mean HOPELESS

If you are experiencing homelessness or at risk of becoming homeless, Goodwill Southern California can help! We offer a variety of employment services and resources to get you on a path towards a brighter future.



Programs and Services We Provide Include:

- Housing resources
- Referrals to rental housing assistance
- Food pantry and clothing resources
- Health resources
- Assessment of skills, abilities, aptitudes and needs
- Assistance with unemployment insurance
- Employment opportunities
- Paid work experience to those eligible
- Access to employment services such as the states' job board and labor market information
- Career counseling
- Job search and job placement assistance
- Information on training and education
- Supportive services such as shoes, clothing, tools, union fees, transportation and other expenses for employment barriers
- Resume assistance and interview preparation
- Eligible individuals can obtain more intensive services and training



Contact Us Today To Learn More!

East San Gabriel Valley AJCC
14101 E. Nelson Ave., La Puente 91746
Phone: 626.934.5700

Please submit referrals to:
Elizabeth Galvez
egalvez@goodwillsoocal.org
323.246.2504



WDACS and the Los Angeles County America's Job Centers of California are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. For more information, call 626.934.5700. TTY: 626.934.5777. Goodwill Southern California provides, upon request, reasonable accommodation to ensure equal access to its programs, services and activities. Please contact our staff 72 hours in advance.

A percentage of this WIOA Title 1 Grant Programs funding is partially funded by Workforce Development Division Workforce Development, Aging, and Community Services (WDACS.)

Motel Voucher Program

**Motel Vouchers =
Interim Housing**

- ***Emergency Stay:*** 72 hours to 1 week
- ***Short Term:*** 1 week to 30 days
- ***Medium Term:*** Longer than 30 days

Pipeline Projects

- El Monte City School District (La Loma School Site) - Temporary Housing for Women and Children.
- Back Home Initiative - Construct and Manage Accessory Dwelling Units Free of Charge for Eligible Homeowners as a Solution to Address Housing and Homelessness (SGV Regional Housing Trust & CalHomes)

Challenges

1. City programs may end due to lack of consistent Measure H investment.
2. A reliable source of funding is needed to invests in city staff to coordinate and run programs in partnership with the Coordinated Entry System - CES (e.g. Union Station Homeless Services);
3. Lack of local return from Measure H.
4. The County Board of Supervisors has the sole power to address the above challenges yet have not taken action.

Solutions

1. Ask the County Board of Supervisors to authorize local control reinvestment that provides a predictable revenue source to cities as a function of the PIT homeless count.
2. Using Measure H funds, allow cities to resource city staff to act as the lead on each city's effort to address homelessness in partnership with the County's CES investments.
3. Create regional CoC's (or a version therein) that sets regional goals, addresses regional gaps, develops regional strategies and sets regional budgets.

Q&A and Next Steps

1. Solicit feedback and answer questions
2. Schedule next MVCH update



City Council Agenda Report

Agenda Item No. 4.d.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: Sheriff's Department Report for the Month of September

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. September Crime Statistics

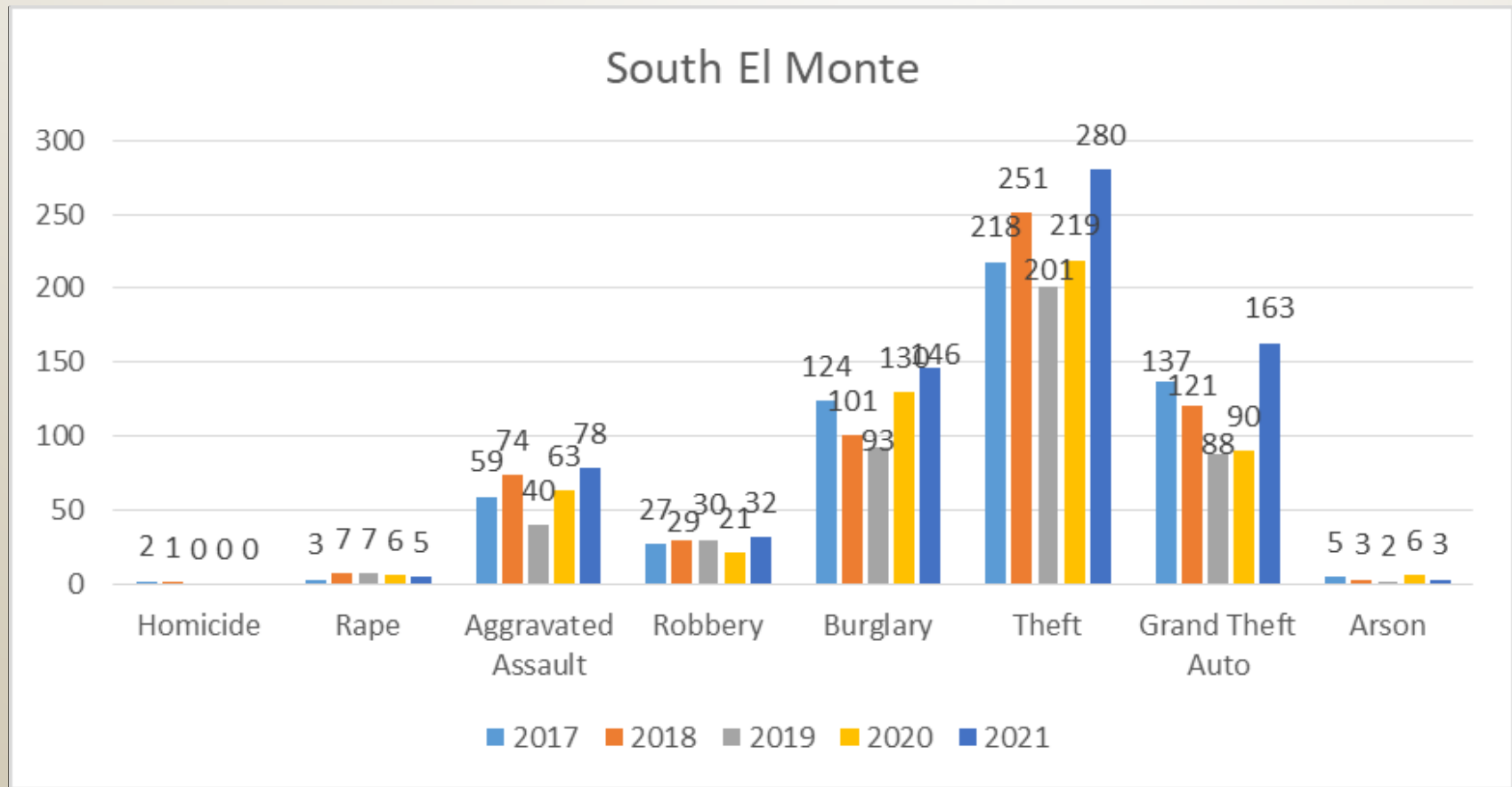
South El Monte September 2021

Crime Statistics



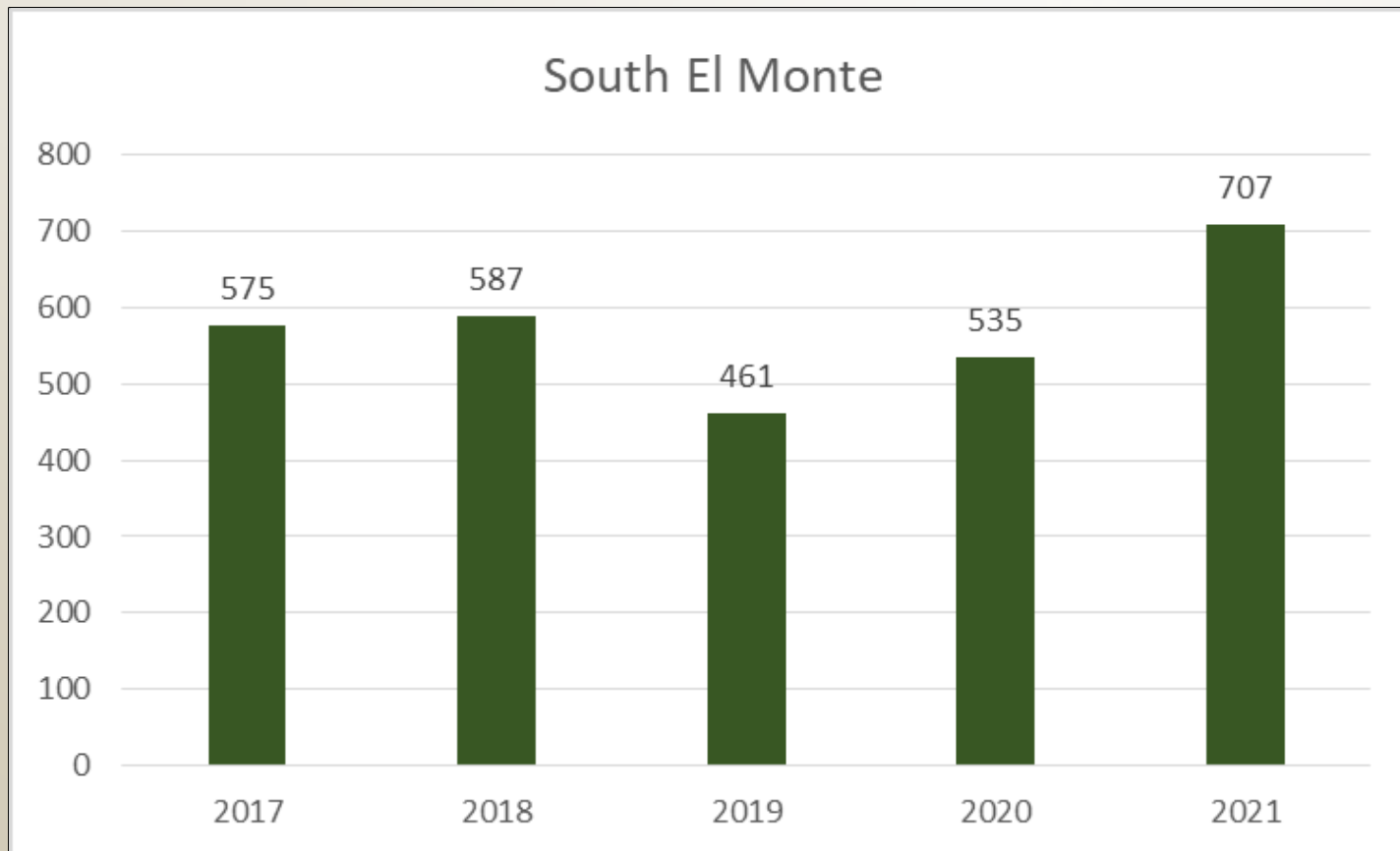
South El Monte

Part I Crime Statistics – September 2021



South El Monte

Part I Crime Statistics – September 2021



South El Monte

Part I Crime Statistics – Monthly Breakdown 2021 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	0	0	0	0	0	0	0	0	0				0
Rape	2	1	1	0	-1	1	2	0	-1				5
Aggravated Assault	13	15	7	3	5	11	9	7	8				78
Robbery	5	1	4	3	3	6	5	3	2				32
Burglary	10	14	19	19	14	21	12	13	24				146
Theft	36	32	38	15	26	47	42	24	20				280
Grand Theft Auto	17	22	13	21	15	20	25	13	17				163
Arson	0	0	0	0	0	1	0	0	2				3
Total	83	85	82	61	62	107	95	60	72	0	0	0	707

South El Monte	
Res Burg	8
Other Burg	138
Petty Theft	80
Grand Theft	102
Theft from Vehicle	98

YTD 9/30

South El Monte	2020	2021
Arrests	1498	1238



City Council Agenda Report

Agenda Item No. 4.e.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: Code Enforcement and Public Safety Department Report for the Month of September 2021

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement/Public Safety Report - September 2021

City of South El Monte



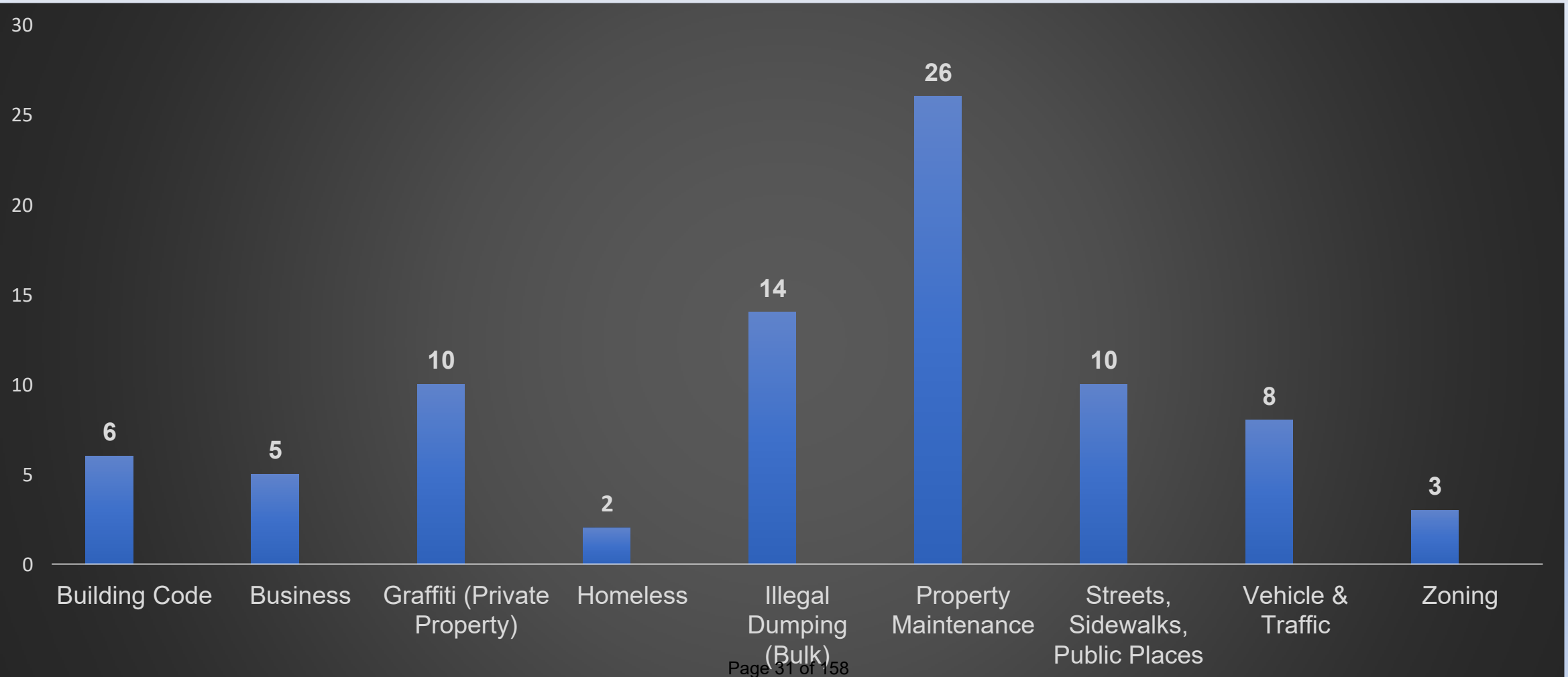
Code Enforcement Report

September 2021 Recap

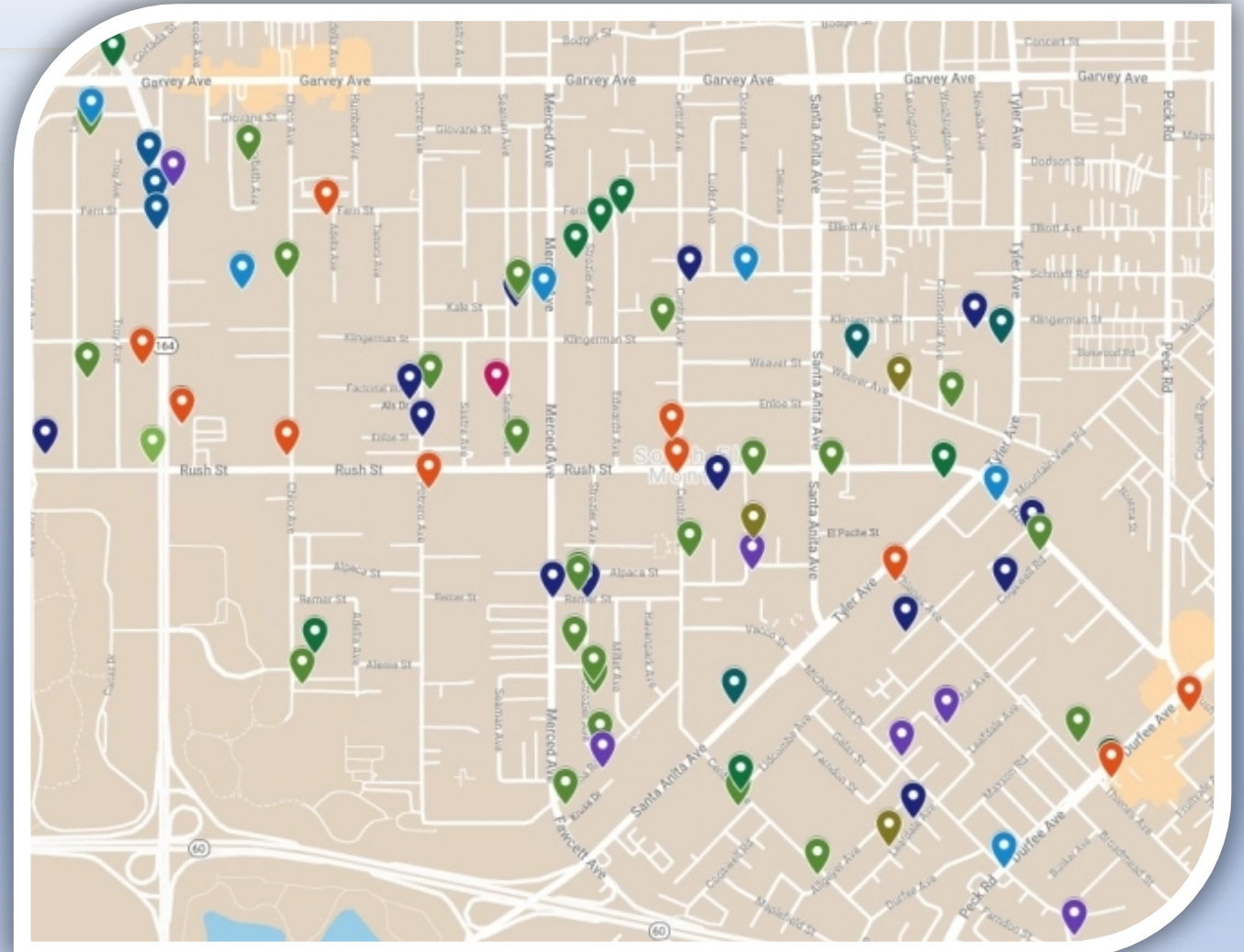
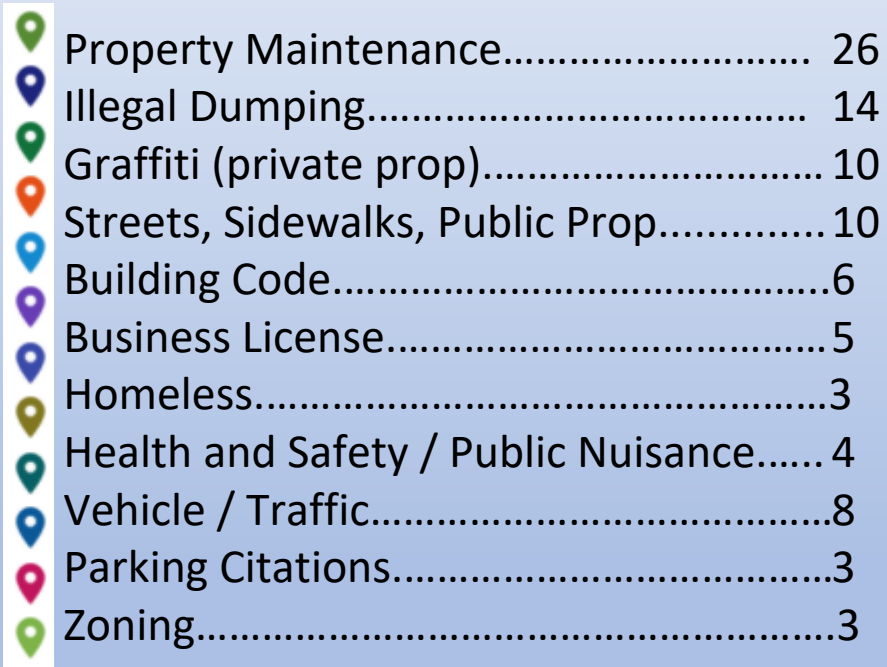
Colby Cataldi, Director
Community Development/Public Works

Code Enforcement Cases

SEPTEMBER – 88

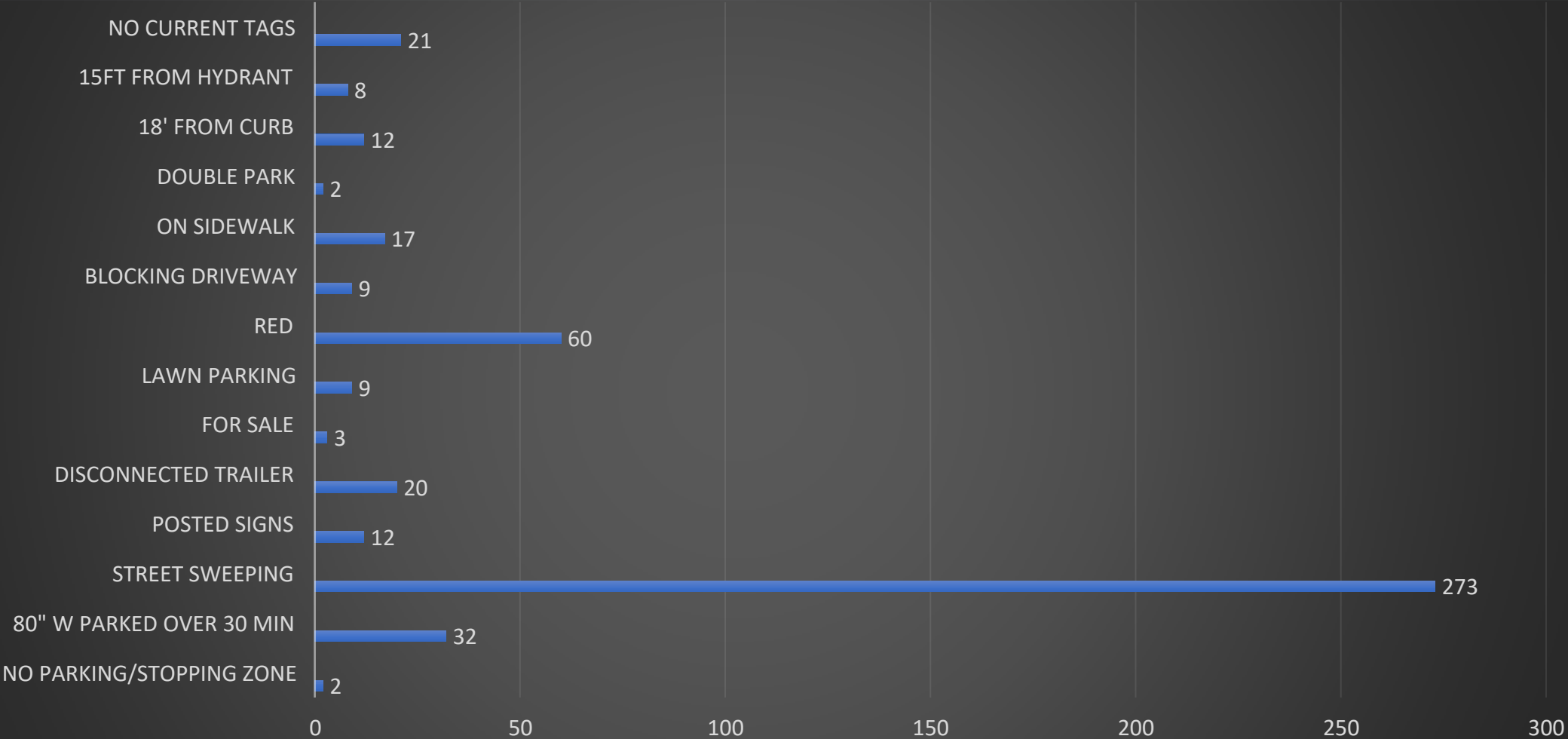


Code Cases by Location

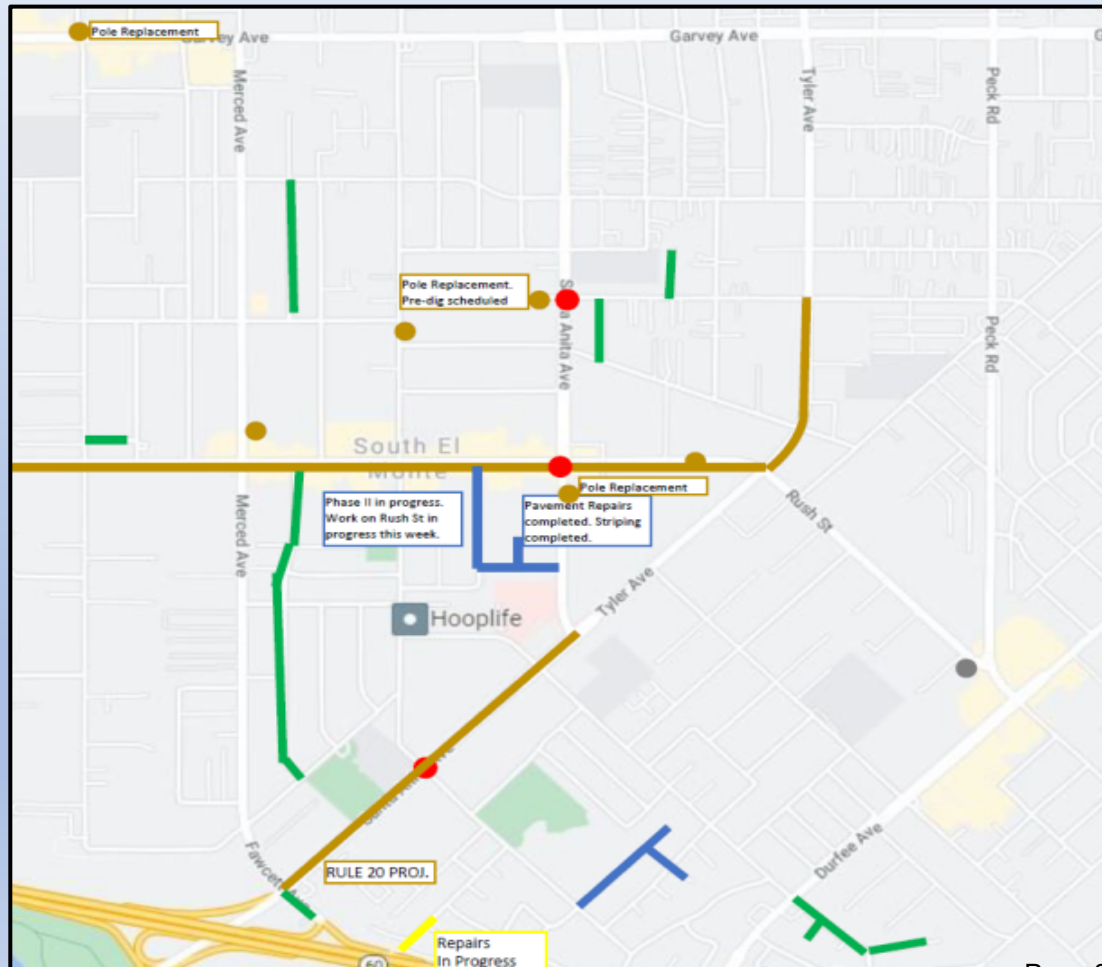


Parking Citations

SEPTEMBER - 480



Work in the Right of Way



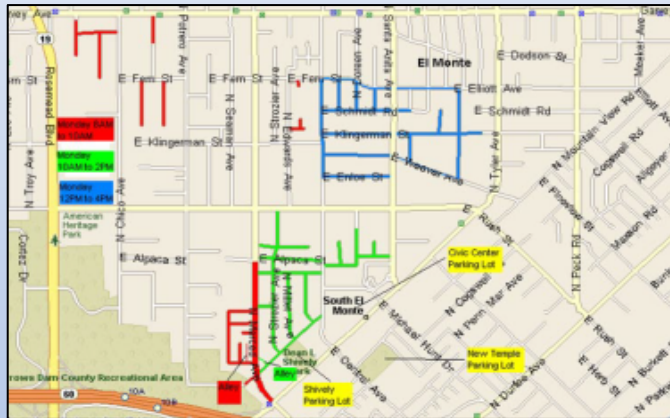
Road Striping Improvements

- Merced (Santa Anita to Fern)
- Rush (Loma to Durfee)
- Garvey (west City limits to Potrero)
- Central (Fern to Durfee)

SCE POLE WORK/POLE REPLACEMENT	
WATER COMPANY MAIN LINE WORK (IN PROGRESS)/REPAIRS	
SEM ROAD REHABILITATION PROJECT (Upcoming)	
TRAFFIC SIGNAL PROJECT	
CHARTER	
ATT	

Street Sweeping - Current Schedule

Monday



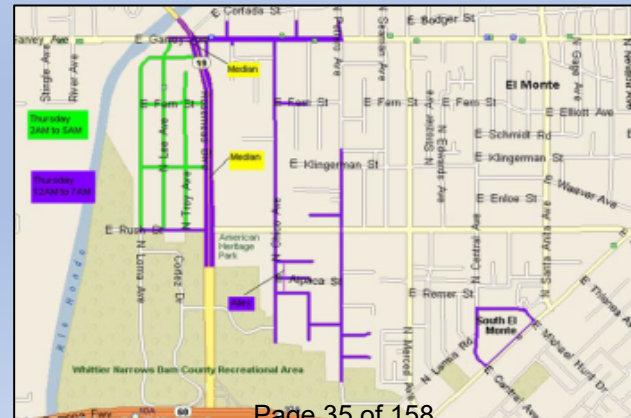
Wednesday



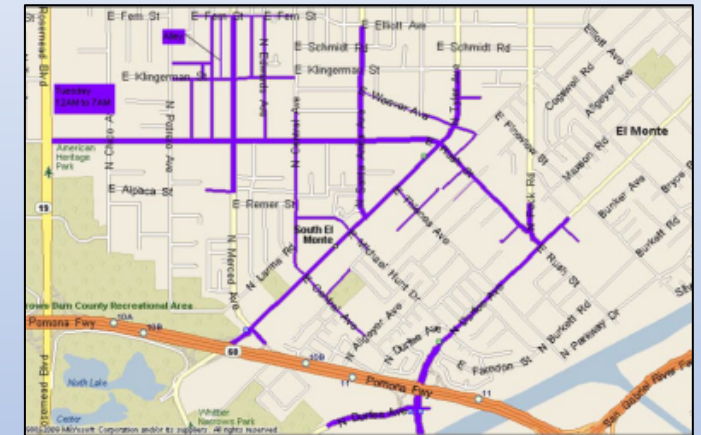
City staff working with Athens to evaluate options to provide a more efficient street sweeping service schedule to minimize impacts to residents.

- Avoid conflicts between sweeper and trash weekly services.
- Consolidate street sweeping services to 2 days per week, instead of 5 days.

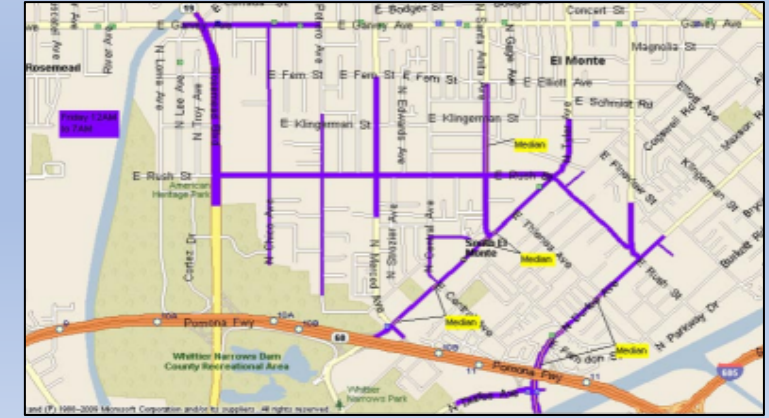
Thursday



Tuesday

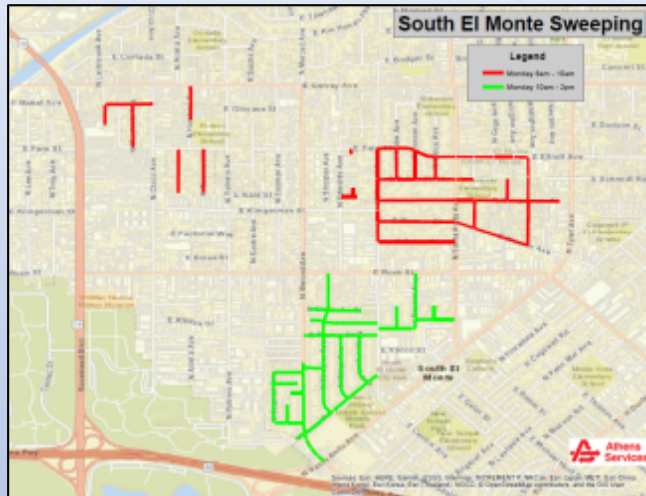


Friday

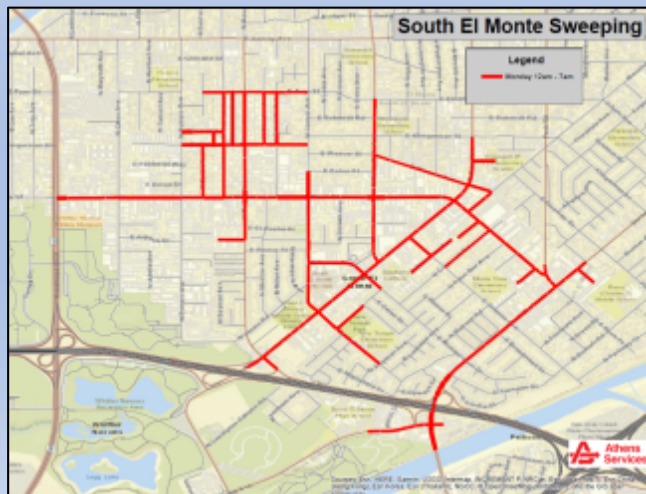


Street Sweeping - Proposed Schedule

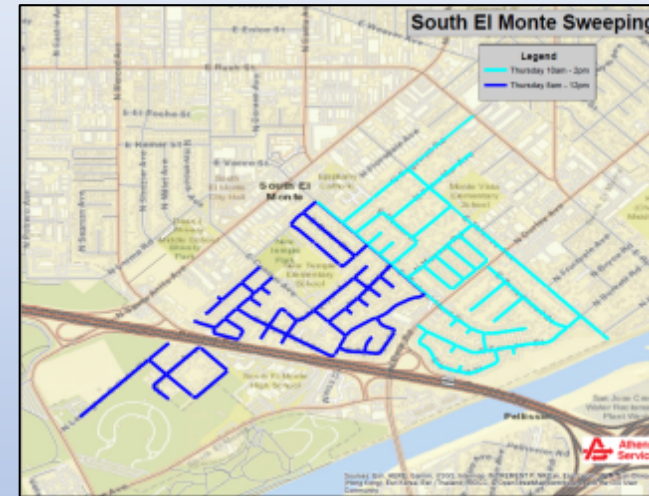
Monday
8AM - 10AM
10AM - 2PM



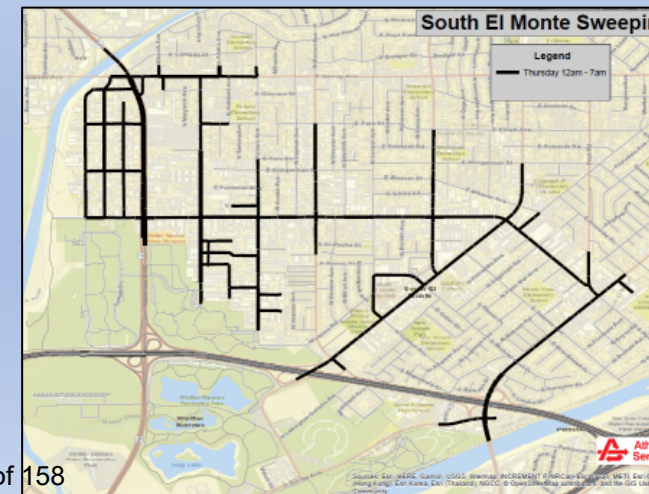
Monday
12AM - 7AM



Thursday
10AM - 2PM
8AM - 12PM

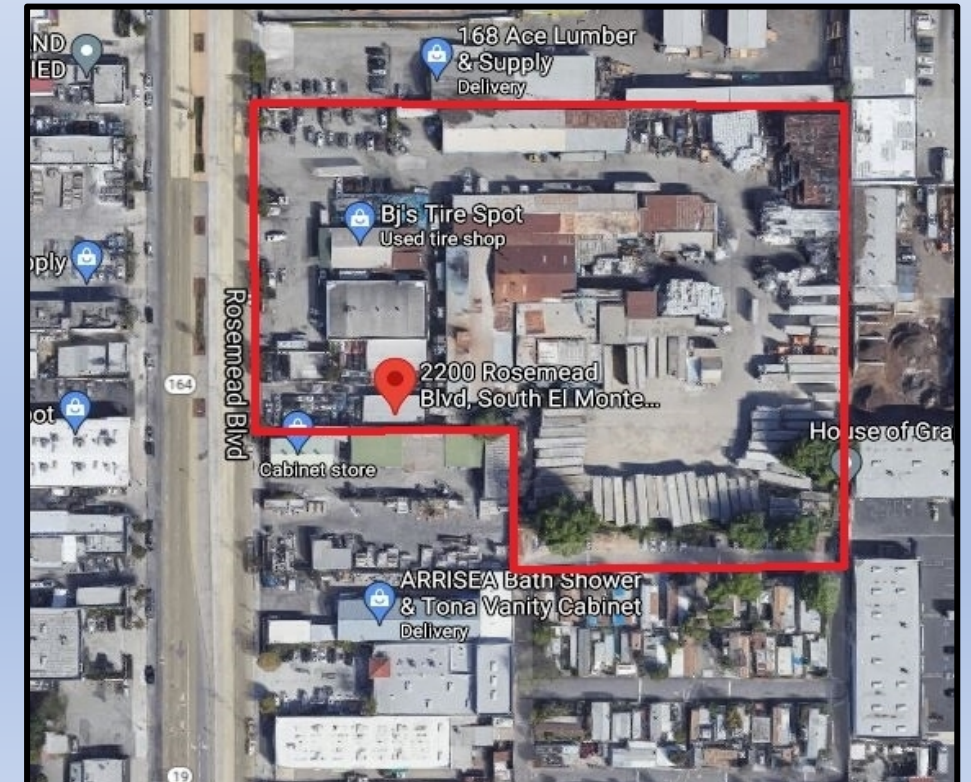


Thursday
12AM - 7AM



Notable Activities

- Rush Street Warehouse Fire:
 - Code Enforcement and Public Safety team executed traffic control measures, including a full street closure of Rush St.
 - materials and oils consistent with cannabis production
 - toxic chemical clean-up completed approx. 1:00 am on 10/21/21
 - LA Impact team is investigating
- Forbes Property
 - daytime and nighttime activity of operating an illegal business
 - citations issued
- Restaurant/Lounge on Garvey
 - Ongoing monitoring and coordination with law enforcement
- 2200 Rosemead Property Demolition of 70,000+ SF (4+ acres)
 - AQMD approval issued
 - City demolition permits issued
 - utility coordination with SoCalGas and SCE to terminate utility connections





City Council Agenda Report

Agenda Item No. 7.a.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR OCTOBER 12, 2021

SUMMARY: Staff is requesting approval of the Minutes of the October 12, 2021, Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Regular City Council Meeting Minutes of October 12, 2021.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. October 12, 2021 Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, October 12, 2021 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:01 PM

PRESENT: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

ABSENT: Councilmember(s): Delgado

STAFF PRESENT: Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; Donna G. Schwartz, City Clerk; Paola Lara, Deputy City Clerk; and Ian McAleese, Assistant Planner.

Zoom webinar was provided for the Public for public comment.

2. PLEDGE OF ALLEGIANCE - Councilmember Gracie Retamoza led the Pledge of Allegiance.

3. INVOCATION – Cesiah Romo, Planning Commissioner, offered the Invocation.

4. PRESENTATIONS

Mayor Olmos announced Item 4.a. would be postponed until the City Council meeting of October 26, 2021 and requested Item 4.b. be moved after items 4.c. and 4.d. Council concurred.

- 4.a.** Presentation of Plaques to Employees; Teacher MaryAnn Garcia and Teacher Teresa Lopez for Years of Service Teacher MaryAnn Garcia for 44 Years of Dedicated and Outstanding Service to the City of South El Monte and Teacher Teresa Lopez for 40 Years of Dedicated and Outstanding Service to the City of South El Monte.

Item 4.a. postponed until the October 26, 2021 City Council meeting.

- 4.b.** Item 4.b. was presented after item 4.d.

City Council received a report from Community Development Director Colby Cataldi who presented a PowerPoint on Capital Improvement Program (CIP) Update including CIP Projects currently in progress, upcoming CIP projects, and CIP projects estimated schedule.

- 4.c.** Mayor Olmos read a proclamation proclaiming October 2021 as Domestic Violence Awareness Month.

4.d. Mayor Olmos read a proclamation proclaiming October 2021 as National Breast Cancer Awareness Month.

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

City Attorney Anthony Taylor read the title of Ordinance No. 1254 for Item 7.d.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to approve the agenda. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

6. PUBLIC COMMENT

Mayor Olmos opened public comment:

1. Elizabeth Evans, Valle Lindo School District Superintendent, thanked the City for supporting the School Board and working with them and the Sheriff's department to ensure student safety during an incident that occurred and announced students were successfully welcomed back to campus.
2. Leo Briones, South El Monte Resident, announced the Brewers Baseball organization held a successful tournament and a donation will be made to City of Hope with the addition of City of South El Monte on the check, and distributed championship rings from the tournament to City Council.
3. Naomi Lopez, Planning Commissioner, requested that the Patriotic Commission be allowed to continue to hold their meetings via zoom to prioritize the Commissioners' health and safety.

Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Retamoza to approve the Consent Calendar. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

- 7.a. Approved Minutes for the Regular City Council Meeting held September 28, 2021
- 7.b. Adopted Resolution No. 21-62, approving warrants for the period of September 29, 2021 through October 12, 2021 totaling \$583,593.22
- 7.c. Approved City Council “go dark” on Tuesday, November 23, 2021 and December 28, 2021.
- 7.d. Adopted Ordinance No. 1254 amending the city of South El Monte’s Municipal Code title 1 “General Provisions,” chapter 1.20 “Posting of Official Notices,” section 1.20.010 “Locations for Posting of Official Notices”

8. PUBLIC HEARINGS:

8.a. GENERAL PLAN UPDATE INCLUDING THE 2021-2029 SIXTH CYCLE HOUSING ELEMENT, PUBLIC HEALTH AND SAFETY ELEMENT AND ENVIRONMENTAL JUSTICE ELEMENT AND ADOPTION OF RESOLUTION NO. 21-63, APPROVING THE NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT

Mayor Olmos opened the public hearing. City Attorney Anthony Taylor read the title of the item.

There being no public comment Mayor Olmos closed the public hearing.

Community Development Director Colby Cataldi introduced Dudek consultants Erika Van Sickel and Asha Bleier, who presented a PowerPoint on City of South El Monte General Plan Amendment: Housing Element, Public Health, Safety & Environmental Justice Element; and CEQA.

Community Development Director Colby Cataldi presented additional information on this item.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to adopt Resolution No. 21-63, approving the Negative Declaration and General Plan Amendment 21-01 including the Housing Element, Health and Safety Element and Environmental Justice Element, as recommended by the Planning Commission for Certification by the Department of Housing and Community Development, as required by State Law. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

9. GENERAL BUSINESS

9.a. CONSIDERATION OF RESOLUTION NO. 21-64, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO THE ENERGY COALITION (TEC) TO PROVIDE PROJECT DESIGN & MANAGEMENT SERVICES; AND ADOPTION OF RESOLUTION NO. 21-65, AWARDING PROFESSIONAL SERVICES AGREEMENT (PSA) TO PASSIVE LOGIC TO PROVIDE PROJECT DESIGN & IMPLEMENTATION SERVICES FOR SOUTH EL MONTE AUTONOMOUS BUILDING CONTROLS RETROFIT PROJECT

Mayor Olmos introduced the Item and Community Development Director Colby Cataldi presented the staff report.

A motion was made by Councilmember Acosta, seconded by Councilmember Retamoza to:

1. Adopt Resolution No. 21-64, awarding professional services agreement to TEC to provide project design and management services, in the amount of \$90,000; and
2. Adopt Resolution No. 21-65, awarding professional services agreement to Passive Logic to provide project design & implementation services, in the amount of \$272,279.

Motion carried 4-0-1 by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

9.b. CONSIDERATION OF RESOLUTION NO. 21-66, AWARDING CONTRACT SERVICES AGREEMENT TO COUNCIL FOR WATERSHED HEALTH TO PROVIDE PROJECT ADMINISTRATION SERVICES FOR MERCED AVENUE GREENWAY PROJECT

Mayor Olmos introduced the Item and Community Development Director Colby Cataldi presented the staff report.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Acosta to adopt Resolution No. 21-66, awarding a contract services agreement to Council for Watershed Health to provide project administration services for the Merced Avenue Greenway Project, in the amount of \$412,447. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Acosta announced he attended the Green Apple Day of Service event.

Councilmember Retamoza nothing to report.

Mayor Pro Tem Angel announced he attended the Green Apple Day of Service event.

Mayor Olmos announced she attended the Green Apple Day of Service event.

11. CORRESPONDENCE - None

11.a. LETTER REQUESTING SPONSORSHIP FROM EPIPHANY CATHOLIC SCHOOL THROUGH A \$500 PLATINUM PACKAGE THAT INCLUDES THE CITY LOGO ON EVENT MATERIAL AND MEDIA ADVERTISING FOR THE 1ST ANNUAL OKTOBERFEST BIKE AND CAR SHOW

Mayor Olmos announced the item.

A motion was made by Councilmember Retamoza, seconded by Mayor Pro Tem Angel to approve a \$500 Platinum Package sponsorship to Epiphany Catholic School for the 1st Annual Oktoberfest Bike and Car Show. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

Mayor Olmos and Councilmember Acosta announced they would each like to make a personal \$500 donation to Epiphany Catholic Church.

11.b. LETTER FROM BREWERS BASEBALL ORGANIZATION REQUESTING TO WAIVE FEES FOR THE LIGHTING AND RENTAL HOURS EXTENSION AT SHIVELY AND NEW TEMPLE PARKS FOR A BASEBALL TOURNAMENT TO RAISE FUNDS FOR CANCER AWARENESS

Mayor Olmos announced the item and Deputy City Manager Rene Salas provided additional information on the request from Mr. Leo Briones for a reimbursement of fees totaling \$450.

A motion was made by Mayor Pro Tem Angel, seconded by Councilmember Retamoza to reimburse Brewers Baseball Organization a total of \$450 for the lighting and rental hours at Shively and New Temple Park for a baseball tournament. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Acosta, Retamoza, Mayor Pro Tem Angel, and Mayor Olmos

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

12. COUNCILMEMBERS' AGENDA

12.a. COUNCILMEMBER HECTOR DELGADO

1. Domestic Violence Awareness Month Community March in October.

Mayor Olmos asked the public to speak up against domestic violence and announced there will be a community march on October 27, 2021 at 6:00 p.m. and additional information will be released to the public as it becomes available.

2. Discussion on Implementing Smart Poles While Edison is Installing LED Light Poles to Save the Cost of Additional Installation

Mayor Olmos requested staff speak with Southern California Edison, who will be installing LED lights, to coordinate the installation of the LED lights at the same time that a consultant will be installing Smart Poles in order to avoid additional installation costs.

Staff was directed to bring back a presentation with details for this project.

3. The Impact of AB 361 on Member In-Person Attendance at City Council and Commission Meetings.

City Attorney Anthony Taylor provided information on new legislature AB 361.

Staff was directed to prepare a resolution to allow City Council and Commissions to remote teleconference under AB 361 and bring back at the next City Council meeting for adoption.

13. CLOSED SESSION - None

14. ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 8:00 p.m. Mayor Olmos adjourned the meeting in memory of Hannah Mesa, South El Monte resident, to a regular meeting on Tuesday, October 26, 2021 at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

Agenda Item No. 7.b.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-67, APPROVING WARRANTS FOR THE PERIOD OF OCTOBER 13, 2021, THROUGH OCTOBER 26, 2021

SUMMARY: Authorizing payment of City expenditures for the period of October 13, 2021 through October 26, 2021 totaling \$1,594,389.50

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-67, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 21-67
- B. Warrants

RESOLUTION NO. 21-67

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF OCTOBER 13, 2021 THROUGH OCTOBER 26,
2021 TOTALING \$1,594,389.50

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 20/21	Hand Typed Warrants	10/13/2021-10/26/2021	138475-138476	\$23,303.25
FY 21/22	Electronic Warrants	10/13/2021-10/26/2021	5163-5175	\$157,721.76
FY 21/22	Hand Typed Warrants	10/13/2021-10/26/2021	138477-138494	\$27,683.36
FY 21/22	Regular Warrants	10/13/2021-10/26/2021		\$1,264,255.83
Payroll	Check	PPE 10/16/2021	27521-27528	\$6,398.98
Payroll	Direct Deposit	PPE 10/16/2021	799283-799382	\$115,026.32

TOTAL EXPENDITURES RESOLUTION NO. 21-67 \$1,594,389.50

PASSED, APPROVED, AND ADOPTED this 26th day of October 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-67, 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 26th day of October 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

City of South El Monte
Warrant Register
Council Meeting of 10/26/2021

Date: 10/20/2021

Time: 12:39PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
21	389009000	ST. FRANCIS ELECTRIC, LLC	138475	10/7/2021	MAY/JUN'21 PDPOLE#293	3,075.75
						\$3,075.75
21	079009000	TRANSTECH ENGINEERING, INC.	138476	10/7/2021	PJT MNGMT APR'21#253	8,880.00
21	011701105		138476	10/7/2021	PJT MNGMT FERN/ELLIOT	270.00
21	389009000		138476	10/7/2021	PJT MNGMT APR'21#294	3,467.50
21	389009000		138476	10/7/2021	PJT MNGMT APR'21#293	7,610.00
						\$20,227.50

Report Total 23,303.25



City Manager

City of South El Monte
Warrant Register
Council Meeting of 10/26/2021

Date: 10/20/2021

Time: 12:41PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	AFLAC WORLDWIDE HEADQUARTERS	5163	10/7/2021	SEPTEMBER 2021	1,463.72
						\$1,463.72
22	011001050	CALPERS	5171	10/19/2021	NOV'21 RETIRED ADMIN	15.58
22	011001050		5171	10/19/2021	NOV'21 ACTIVE ADMIN	155.58
22	011001050		5171	10/19/2021	NOV'21 RETIRED HEALTH	1,287.00
22	05		5171	10/19/2021	NOV'21 ACTIVE HEALTH	62,231.28
						\$63,689.44
22	05	CALPERS RETIREMENT	5172	10/19/2021	PPE10/2/21 PLAN 23047	2,200.55
22	05		5172	10/19/2021	PPE10/2/21 PLAN 685	9,292.21
22	05		5172	10/19/2021	PPE10/2/21 PLAN 27216	9,670.97
22	05		5173	10/19/2021	OCT'21 COUNCIL 27216	115.49
						\$21,279.22
22	05	DEPARTMENT OF THE TREASURY	5164	10/7/2021	PPE 10/2/21 MED	5,551.56
22	05		5164	10/7/2021	PPE 10/2/21 FEDERAL	17,033.83
22	05		5164	10/7/2021	PPE 10/2/21 FICA	23,276.92
						\$45,862.31
22	05	EMPLOYMENT DEVELOPMENT DEPT.	5165	10/7/2021	PPE 10/2 STATE WTHD'G	5,304.72
22	05		5165	10/7/2021	PPE 10/2 TNG WTHD'G	14.35
22	05		5165	10/7/2021	PPE 10/2 UITAX WTHD'G	589.75
						\$5,908.82
22	011701710	HOME DEPOT CREDIT SERVICES	5174	10/19/2021	REPL LENS RETURN #505	-157.29
22	011701710		5174	10/19/2021	OAK PLYWOOD RFND#505	-74.93
22	011701710		5174	10/19/2021	METAL TRIM/CEMENT RTN	-50.03
22	011701720		5174	10/19/2021	SURVEILLANCE SIGNS	6.02
22	011701710		5174	10/19/2021	HOLE COVER PLUGS #505	7.22
22	011601650		5174	10/19/2021	TOTE BOX	16.40
22	011701710		5174	10/19/2021	GORILLA GLUE #505	17.45
22	011701760		5174	10/19/2021	BUSH SHELTER	21.87
22	011701710		5174	10/19/2021	CHAMBER DOOR LOCK#505	24.06
22	011701710		5174	10/19/2021	CHAMBER CLEAN SUP#505	58.80
22	011701740		5174	10/19/2021	COPPERTOP/BATTERIES	61.06
22	011601650		5174	10/19/2021	PAINTS/NTP	62.85
22	011701710		5174	10/19/2021	BIRCH PLYWOOD #505	75.95
22	011701710		5174	10/19/2021	CHALL CHAMBER SUP#505	93.17
22	011701710		5174	10/19/2021	RED OAK PLYWOOD #505	95.17
22	011701710		5174	10/19/2021	CHALL CHAMBER SUP#505	111.27
22	011701710		5174	10/19/2021	CHALL CHAMBER SUP#505	140.50
22	011511543		5174	10/19/2021	PROPANE TANKS SPL EVT	141.06
22	011701710		5174	10/19/2021	CHALL CHAMBER SUP#505	141.19
22	011701710		5174	10/19/2021	CHALL CHAMBER SUP#505	178.11
22	011701710		5174	10/19/2021	CHALL CHAMBER SUP#505	262.75
22	011701710		5174	10/19/2021	PIN NAIL/COUP KIT#505	268.95
22	011701760		5174	10/19/2021	DRILL SET	272.66
22	011701710		5174	10/19/2021	CHALL PROJECT SUP#505	304.34
22	011511543		5174	10/19/2021	SPECIAL EVENTS SUP	309.96

City of South El Monte
Warrant Register
Council Meeting of 10/26/2021

Date: 10/20/2021

Time: 12:41PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$2,388.56
22	011701710	QUADIENT LEASING USA, INC.	5175	10/19/2021	METER MACHINE POSTAGE	2,000.00
						\$2,000.00
22	011701710	SAM'S CLUB DIRECT	5166	10/7/2021	CHALL CHAMBER TV	2,082.77
22	011701710		5166	10/7/2021	CHALL SUPPLIES	5.02
22	011001010		5166	10/7/2021	CONCERT FOOD 4 STAFF	71.50
22	011501530		5166	10/7/2021	GRANDPARENT DAY SUP	75.28
22	011501530		5166	10/7/2021	GRANDPARENT DAY SUP	99.76
22	011501540		5166	10/7/2021	AFTER SCHOOL PRGM SUP	138.49
22	011701710		5166	10/7/2021	CHALL SUPPLIES	213.63
22	011701710		5166	10/7/2021	CHALL SUPPLIES	274.70
22	011501540		5166	10/7/2021	AFTER SCHOOL PRGM SUP	284.75
22	011701710		5166	10/7/2021	CHALL CHAMBER TV	1,329.80
						\$4,575.70
22	021701760	SOUTHERN CALIFORNIA EDISON	5170	10/19/2021	8/10-9/30STREET LIGHT	1,768.28
						\$1,768.28
22	05	STANDARD INSURANCE D2	5167	10/7/2021	OCT'21 DENTAL	5,892.32
						\$5,892.32
22	05	STATE DISBURSEMENT UNIT	5168	10/7/2021	PPE 10/2 CASE 0980438	150.00
22	05		5168	10/7/2021	PPE 10/2 CASE 1457313	603.50
22	05		5168	10/7/2021	PPE 10/2 CASE 2135289	646.15
						\$1,399.65
22	05	WASHINGTON NATIONAL INSURANCE CO	5169	10/7/2021	OCT'21 LIFE INSURANCE	1,493.74
						\$1,493.74

Report Total 157,721.76


City Manager

City of South El Monte
Warrant Register
Council Meeting of 10/26/2021

Date: 10/20/2021

Time: 12:40PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	01	AJISEN USA, INC.	138483	10/13/2021	IW PERMIT OVERPAYMENT	408.10
						\$408.10
22	01	BALI CONSTRUCTION	138484	10/13/2021	IW PERMIT OVERPAYMENT	504.90
						\$504.90
22	05	CALIFORNIA TEAMSTERS LOCAL 911	138477	10/7/2021	OCT'21 MISC	460.00
22	05		138477	10/7/2021	OCT'21 ADMIN	1,140.00
						\$1,600.00
22	011001010	CITY OF MONTEBELLO	138485	10/13/2021	10/14 STATE OF CITY	180.00
						\$180.00
22	011001050	EPIPHANY CATHOLIC SCHOOL	138491	10/19/2021	BIKE/CAR SHOW SPONSOR	500.00
						\$500.00
22	011101110	FELIPE RIVERA	138489	10/13/2021	10/13ETCH/CATCH EVENT	285.01
						\$285.01
22	01	FINISH KARE PRODUCTS, INC.	138486	10/13/2021	IW PERMIT OVERPAYMENT	408.10
						\$408.10
22	01	INTERNATIONAL MEDICATION SYSTEMS	138487	10/13/2021	1755 TYLER IW OVERPAY	205.70
22	01		138487	10/13/2021	10641EL POCHE IW OVPY	205.70
22	01		138487	10/13/2021	1910 SANTA IW OVERPAY	205.70
22	01		138487	10/13/2021	1930 SANTA IW OVERPAY	205.70
22	01		138487	10/13/2021	10665EL POCHE IW OVPY	205.70
22	01		138487	10/13/2021	10650 RUSH IW OVERPAY	205.70
22	01		138487	10/13/2021	1920 SANTA IW OVERPAY	205.70
22	01		138487	10/13/2021	10630EL POCHE IW OVPY	205.70
22	01		138487	10/13/2021	1886 SANTA IW OVERPAY	205.70
						\$1,851.30
22	011701770	JCB FINANCE, PROG. BANK OF THE WES	138492	10/19/2021	OCT'21 TRACTOR LEASE	1,695.76
						\$1,695.76
22	05	NATIONWIDE RETIREMENT SOLUTIONS	138478	10/7/2021	PPE 10/2/21	6,652.50
						\$6,652.50
22	05	PATRICIA LEYVA	138488	10/13/2021	PPE100221-PAYROLL	100.00
						\$100.00
22	011401430	REGISTER-RECORDER/COUNTY CLERK	138479	10/7/2021	1513LEAFDALE RCRD FEE	12.00
22	011401430		138479	10/7/2021	10358 WEAVER RCRD FEE	12.00
						\$24.00
22	011701730	SAN GABRIEL VALLEY WATER	138480	10/7/2021	8/17-9/16 2620 RSMD	132.17
22	011701730		138480	10/7/2021	8/17-9/16 2464 RSMD	144.35
22	011701730		138480	10/7/2021	8/25-9/24 1450 LIDCOM	296.58
22	011701730		138490	10/13/2021	8/25-9/24 1341 SANTA	36.86
22	011701730		138490	10/13/2021	10/1-11/1 1415 SANTA	69.87
22	011701730		138490	10/13/2021	10/1-11/1 1900 CENTRA	104.80
22	011701730		138490	10/13/2021	8/25-9/24 1556 CENTRA	360.97
22	011701730		138490	10/13/2021	8/25-9/24 1530 CENTRA	465.24
22	011701730		138490	10/13/2021	8/25-9/24 1819 CENTRA	618.15

City of South El Monte
Warrant Register
Council Meeting of 10/26/2021

Date: 10/20/2021

Time: 12:40PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701730	SAN GABRIEL VALLEY WATER...	138490	10/13/2021	8/25-9/24 1415 SANTA	729.37
22	011701730		138490	10/13/2021	8/25-9/24 1500 CENTRA	857.96
22	011701730		138490	10/13/2021	8/25-9/24 1402 LERMA	3,502.73
22	011701730		138490	10/13/2021	8/25-9/24 1450 LIDCOM	3,690.85
22	011701730		138493	10/19/2021	9/9-10/7 1903 DURFEE	132.17
22	011701730		138493	10/19/2021	9/9-10/7 2018 DURFEE	219.63
22	011701730		138493	10/19/2021	9/9-10/7 1926 DURFEE	256.08
						\$11,617.78
22	05	STANDARD INSURANCE	138481	10/7/2021	OCT'21 LIFE & AD&D	1,040.60
22	05		138482	10/7/2021	OCT'21 LIFE AD&D SUPP	500.45
						\$1,541.05
22	011101100	STATE CONTROLLER'S OFFICE	138494	10/19/2021	OFFSET RFND INCOM TAX	314.86
						\$314.86

Report Total 27,683.36


City Manager

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011301330	ADVANCED MICROCOMPUTING CONCEP	138502	10/26/2021	OCT'21 CLOUD SVCS#505	750.00
22	011301330		138502	10/26/2021	OCT'21 OFFICE 365	3,748.80
22	011301330		138502	10/26/2021	OCT'21 MANAGED SVCS	11,880.00
						\$16,378.80
22	011001030	ALESHIRE & WYNDER, LLP	138504	10/26/2021	AUG'21 ADDITIONAL SVC	159.00
22	011001030		138504	10/26/2021	AUG'21 SUCCESSOR AGEN	185.50
22	011001030		138504	10/26/2021	AUG'21 CODE ENFORCE	236.50
22	011001030		138504	10/26/2021	AUG'21 HOUSING	238.50
22	011001030		138504	10/26/2021	AUG'21 ADDITIONAL SVC	1,356.50
22	011001030		138504	10/26/2021	AUG'21 REIMBURSABLE	2,649.00
22	011001030		138504	10/26/2021	AUG'21 PLANNING	3,678.01
22	011001030		138504	10/26/2021	AUG'21 PW ENGINEERING	4,475.50
22	011001030		138504	10/26/2021	AUG'21 GENERAL	6,094.00
						\$19,072.51
22	011501540	AMAZON CAPITAL SERVICES, INC	138505	10/26/2021	AFTER SCHOOL PRGM SUP	40.75
22	011701740		138505	10/26/2021	2 MINI FLASH LIGHTS	72.66
22	011501540		138505	10/26/2021	AFTER SCHOOL PRGM SUP	125.62
22	011701710		138505	10/26/2021	BANKER BOXES #505	143.30
22	011501540		138505	10/26/2021	AFTER SCHOOL SUP RFND	-33.04
22	011501540		138505	10/26/2021	AFTER SCHOOL PRGM SUP	1,389.10
						\$1,738.39
22	011701020	ANTONIO REYES	138546	10/26/2021	2021 BOOT ALLOWANCE	50.00
						\$50.00
22	011701020	ARAMARK UNIFORM SERVICES, INC	138506	10/26/2021	ADMIN UNIFORMS	142.87
						\$142.87
22	011511543	ARTHUR DELGADO	138517	10/26/2021	HARVEST FEST PERFORM	300.00
						\$300.00
22	011301330	AT&T	138507	10/26/2021	9/10-10/9 BAN 1051741	436.25
22	011301330		138507	10/26/2021	9/7-10/6 BAN 1034751	26.58
22	011301330		138507	10/26/2021	9/7-10/6 BAN 1034746	23.40
22	011301330		138507	10/26/2021	8/28-9/27 BAN 1034753	23.40
22	011301330		138507	10/26/2021	9/7-10/6 BAN 1034747	23.95
22	011301330		138507	10/26/2021	9/2-10/1 BAN 1034750	23.09
22	011301330		138507	10/26/2021	9/6-10/5 BAN 1034754	23.40
22	011301330		138507	10/26/2021	9/7-10/6 BAN 1034748	23.40
						\$603.47
22	021701760	ATHENS SERVICES	138495	10/26/2021	OCT'21 SWEEPER SVCS	5,831.83
						\$5,831.83
22	011701770	AUTOZONE	138508	10/26/2021	#95RPLC PRESSURE HOSE	22.19
22	448008010		138508	10/26/2021	#6 RPLC FLOOR MATS	61.05
22	011701770		138508	10/26/2021	#97 RPLC STEERIN HOSE	63.24
22	011701770		138508	10/26/2021	#97 RPLC DOOR LATCH	117.90
22	011701770		138508	10/26/2021	#95RPLC PRESSURE HOSE	36.86
						\$301.24

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22	011511541	BROTHERS AWARDS & TROPHIES	138510	10/26/2021	ADULT BBALL TROPHIES	158.40
						\$158.40
22	011601610	BSN SPORTS	138511	10/26/2021	BBALL COURT TAPES	79.46
						\$79.46
22	011201210	CALIFORNIA NEWSPAPERS PARTNERSH	138553	10/26/2021	9/2 PUBLISH NOTICE	1,406.00
22	011201210		138553	10/26/2021	9/2 PUBLISH NOTICE	254.00
						\$1,660.00
22	389009000	CALPROMAX ENGINEERING, INC.	138512	10/26/2021	STOP NOTICES #293	1,821.08
22	389009000		138512	10/26/2021	RUSH/PECK SIGNAL#293	4,977.23
22	409009000		138512	10/26/2021	STOP NOTICES #293	16,389.70
22	409009000		138512	10/26/2021	RUSH/PECK SIGNAL#293	44,795.09
						\$67,983.10
22	011501510	CESIAH ROMO	138547	10/26/2021	OCT'21 COMM SVCS MTG	100.00
						\$100.00
22	011701770	CHINCHAS AUTO BODAY	138513	10/26/2021	#15 DRIVER SIDE RPR	2,852.60
						\$2,852.60
22	011301460	CITY OF DOWNEY	138514	10/26/2021	FY21/22 ANIMAL CTRL#2	51,324.00
						\$51,324.00
22	011001050	CONCENTRA	138516	10/26/2021	NEW HIRES PHYSICAL	412.00
						\$412.00
22	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFICE	138518	10/26/2021	SEPT'21 FINGERPRINT	96.00
						\$96.00
22	063003020	DRIFTWOOD DAIRY, INC	138520	10/26/2021	10/7 MILK/BREAD NUTR	11.28
22	063003020		138520	10/26/2021	9/30 MILK/BREAD NUTR	14.50
22	063003020		138520	10/26/2021	10/4 MILK/BREAD NUTR	18.64
22	063003010		138520	10/26/2021	10/7 MILK/BREAD NUTR	101.58
22	063003010		138520	10/26/2021	9/30 MILK/BREAD NUTR	130.51
22	063003010		138520	10/26/2021	10/4 MILK/BREAD NUTR	167.84
						\$444.35
22	011401430	DUDEK	138521	10/26/2021	SEPT'21 HOUSE ELEMENT	25,945.33
						\$25,945.33
22	011701480	E. TSENG & ASSOCIATES, INC.	138522	10/26/2021	FY20/21 CAL RECYC RPT	7,500.00
						\$7,500.00
22	689009020	ECOLANE USA, INC.	138523	10/26/2021	DISPCH SFTW SETUP#414	30,870.00
						\$30,870.00
22	011701770	EL MONTE ORNAMENTAL SUPPLY, INC.	138524	10/26/2021	GATE REMOTES	104.74
22	011701720		138524	10/26/2021	CUTOFF WHEEL/YARD	77.18
22	011601640		138524	10/26/2021	LIGHT POLES CAPS	3.53
						\$185.45
22	011701750	EWING IRRIGATION	138525	10/26/2021	RSMD MEDIAN UPGRADES	805.77
						\$805.77

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22	011301310	FEDEX	138526	10/26/2021	WINDSTREAM DOC DELIVE	43.50
						\$43.50
22	011501510	GERARDO DIAZ	138519	10/26/2021	OCT'21 COMM SVCS MTG	100.00
						\$100.00
22	011701770	GOT PROPANE INC	138527	10/26/2021	9/28 FORKLIFT PROPANE	39.65
22	011701770		138527	10/26/2021	9/24 FORKLIFT PROPANE	40.22
						\$79.87
22	011701750	GRANT'S TRUE VALUE HARDWARE	138528	10/26/2021	IRRIGATION STOCK SUP	42.11
22	011601670		138528	10/26/2021	MVD SIGNS PARTS	51.21
22	011601610		138528	10/26/2021	RPLC SCREWS/NUTS/BOLT	10.47
22	011701710		138528	10/26/2021	AV ROOM UPGDE SUP#505	22.92
						\$126.71
22	011501510	HELIODORO DUARTE, JR	138529	10/26/2021	OCT'21 COMM SVCS MTG	100.00
						\$100.00
22	011601610	HIGH SPEED ROOTER & PLUMBING INC	138531	10/26/2021	CAM MAINLINE CLEANOUT	2,615.00
						\$2,615.00
22	063003020	HUNTINGTON CULINARY	138532	10/26/2021	9/28-10/1 FRZN MEALS	182.90
22	063003020		138532	10/26/2021	10/5-10/8 FRZN MEALS	188.80
22	063003010		138532	10/26/2021	9/28-10/1 FRZN MEALS	5,784.80
22	063003010		138532	10/26/2021	10/5-10/8 FRZN MEALS	6,020.00
						\$12,176.50
22	011701770	HYDRAULICS & GASKETS	138533	10/26/2021	BS2 RPLC COUPLER HOSE	45.20
						\$45.20
22	011701720	INDUSTRIAL PIPE & STEEL	138534	10/26/2021	GLOVES & FLAT BARYARD	31.97
						\$31.97
22	011701710	INNER-COOL CORP	138535	10/26/2021	A/C PREVENTIVE SVCS	680.00
22	011601620		138535	10/26/2021	AC#1 MOTOR RPLC/SCTR	819.84
22	011601620		138535	10/26/2021	FREEZER REPAIR/SCTR	2,249.61
						\$3,749.45
22	011501510	ISRAEL ALACIO	138503	10/26/2021	OCT'21 COMM SVCS MTG	100.00
						\$100.00
22	021701760	JHM SUPPLY	138496	10/26/2021	RSMD MEDIAN IRRIG RPR	295.26
						\$295.26
22	255505510	JOHN L. HUNTER AND ASSOCIATES, INC.	138536	10/26/2021	AUG'21 USED OIL RECYC	757.50
22	709009020		138536	10/26/2021	AUG'21 NPDES PRGM	4,797.50
22	011701475		138536	10/26/2021	AUG'21 INDUST WASTE	5,730.00
						\$11,285.00
22	011601670	JOHNSTONE SUPPLY	138537	10/26/2021	ICE MACHINE RPR/MVD	91.19
22	011601670		138537	10/26/2021	ICE MACHINE COIL/MVD	99.48
						\$190.67
22	021701760	L.A. COUNTY DEPT OF PUBLIC WORKS	138497	10/26/2021	2ND QTR ST LIGHT MTNC	43,715.00

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						\$43,715.00
22	011101110	L.A. COUNTY SHERIFF'S DEPT.	138538	10/26/2021	JUL'21 EQUIPMENT/SUP	387.50
22	011101110		138538	10/26/2021	JUL'21 GRANT DEPUTY	17,051.33
22	011101110		138538	10/26/2021	JUL'21 LIABILITY INS	46,312.68
22	011101110		138538	10/26/2021	JUL'21 LAW ENFORCEMNT	403,973.00
						\$467,724.51
22	011501540	LAUREN HERNANDEZ	138530	10/26/2021	SEPT'21 ZUMBA CLASS	220.50
						\$220.50
22	363603600	LESAR DEVELOPMENT CONSULTANTS	138563	10/26/2021	JUN'21 HOMELESS PRGM	501.20
						\$501.20
22	01	MARIA ROSALES	138548	10/26/2021	10/9 MVD DEPOSIT RFND	50.00
						\$50.00
22	01	MARTHA VALENZUELA	138558	10/26/2021	10/2 MVD DEPOSIT RFND	50.00
						\$50.00
22	011601650	MCMaster-CARR SUPPLY CO.	138539	10/26/2021	GRIPPIN JAW RETRIEVER	135.64
22	011701710		138539	10/26/2021	ACRYLIC 4 CHAMBER#505	241.64
						\$377.28
22	011301310	MMASC	138540	10/26/2021	MEMBSHIP RENEWAL-HIGA	90.00
						\$90.00
22	011301310	NBS	138541	10/26/2021	SEP'21 CONSULTING SVC	1,942.50
22	011301310		138541	10/26/2021	JUL'21 CONSULTING SVC	2,050.00
						\$3,992.50
22	011201210	OFFICE DEPOT	138543	10/26/2021	OFFICE SUPPLIES	108.06
22	011201210		138543	10/26/2021	OFFICE SUPPLIES	97.01
						\$205.07
22	079009000	ONYX PAVING COMPANY INC.	138544	10/26/2021	8/1-9/30 ST REHAB#253	198,917.30
22	399009000		138544	10/26/2021	8/1-9/30 ST REHAB#253	251,243.23
						\$450,160.53
22	011701020	PHAT NGUYEN	138542	10/26/2021	2021 BOOT ALLOWANCE	50.00
						\$50.00
22	011701770	RAY'S OK TIRES INC.	138545	10/26/2021	BOBCAT RPLC 4 TIRES	948.86
						\$948.86
22	011701720	SAFETY-KLEEN SYSTEMS, INC.	138549	10/26/2021	CLARIFIER PUMP SYSTEM	2,025.00
						\$2,025.00
22	515105100	SGV REGIONAL HOUSING TRUST	138550	10/26/2021	FY21/22 MEMBERSHIP	5,045.00
22	363603600		138564	10/26/2021	FY21/22 MEMBERSHIP	5,045.00
						\$10,090.00
22	011701710	SMARDAN SUPPLY	138551	10/26/2021	RESTROOM BASEMENT RPR	31.99
						\$31.99
22	021701760	SOUTHEAST CONSTRUCTION PRODUCT	138498	10/26/2021	BACKFLOW SUP/RSMD BLV	42.50
22	021701760		138498	10/26/2021	SMALL TOOLS-SANTA/CEN	117.20

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22	011601650	SOUTHEAST CONSTRUCTION PRODUCT	138552	10/26/2021	PLASTER SAND/NTP	41.01
						\$200.71
22	011401100	SPARKLETT'S	138554	10/26/2021	SEPT'21 WATER P-SFTY	33.95
22	011407020		138554	10/26/2021	SEPT'21 WATER CODE	33.95
						\$67.90
22	021701760	ST. FRANCIS ELECTRIC, LLC	138499	10/26/2021	SEPT'21 MTNC TRAFFIC	771.00
						\$771.00
22	021701760	SUNBELT RENTALS, INC.	138500	10/26/2021	9/29CONCRETE MIX RENT	355.61
						\$355.61
22	363603600	SUPERIOR WAREHOUSE GROCERS	138565	10/26/2021	HOMELES PRGM FOOD SUP	13.48
						\$13.48
22	011001050	TAG/AMS, INC.	138555	10/26/2021	ANNUAL RENEWAL FEE	300.00
						\$300.00
22	011601640	THE ILLINI COMPANIES, INC	138515	10/26/2021	10/5 CHEMICAL DELIVER	198.19
22	011601640		138515	10/26/2021	10/5 CHEMICAL DELIVER	230.81
22	011601640		138515	10/26/2021	8/31 CHEMICAL DELIVER	233.17
						\$662.17
22	011301330	TIME WARNER CABLE	138556	10/26/2021	10/7-11/6INTERNET SVC	99.43
						\$99.43
22	011301330	TYLER TECHNOLOGIES, INC.	138557	10/26/2021	AP/GL CONVERSION	2,250.00
22	011301330		138557	10/26/2021	9/13-9/24INCODE CONF	4,030.00
22	011301330		138557	10/26/2021	9/3-9/16 INCODE CONF	4,290.00
						\$10,570.00
22	011501510	VALERIE BECHTOLD	138509	10/26/2021	OCT'21 COMM SVCS MTG	100.00
						\$100.00
22	011601610	WATERLOGIC AMERICAS, LLC	138559	10/26/2021	9/30-10/29 WATER SVCS	38.59
						\$38.59
22	011701740	WAXIE SANITARY SUPPLY	138560	10/26/2021	TRASH BAGS/ALL BLDG	906.77
22	011701740		138560	10/26/2021	JANITORIAL SUPPLIES	77.86
						\$984.63
22	021701760	WHITTIER FERTILIZER	138501	10/26/2021	DURFEE MEDIANS MULCH	476.28
22	021701760		138501	10/26/2021	DURFEE MEDIANS MULCH	555.66
22	021701760		138501	10/26/2021	DURFEE MEDIANS MULCH	555.66
22	011701750		138561	10/26/2021	MULCH FOR RSMD BLVD	952.56
22	011701750		138561	10/26/2021	MULCH FOR RSMD BLVD	952.56
						\$3,492.72
22	011511543	WINNER INTERNATIONAL INC.	138562	10/26/2021	SPECIAL EVENTS SUP	592.45
						\$592.45

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Report Total 1,264,255.83



City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-68, AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (HCD) FOR THE CALHOME GRANT PROGRAM

SUMMARY: In an effort to provide housing assistance to low and very low-income homebuyers and property owners, the City is applying for the grant award of \$4,000,000 in CalHome Program funds for the First-Time Homebuyer Mortgage Assistance (MA) and Accessory Dwelling Unit/Junior Accessory Dwelling Unit (ADU/JADU) programs.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-68, authorizing the City Manager or designee to apply for the HCD CalHome Grant Program in the amount of \$4,000,000 for First-Time Homebuyer Mortgage Assistance and Accessory Dwelling Unit/Junior Accessory Dwelling Unit programs, and if awarded, authorize the City Manager or designee to execute the HCD standard agreement with the State, and approve a not to exceed limit of \$50,000 for loan recipients.

FISCAL IMPACT: No impact to the City's General Fund. All program funds are provided by the State grant.

DISCUSSION: The California Department of Housing and Community Development has announced the availability of approximately \$57 million in State CalHome program funds from the Affordable Housing Bond Act Trust Fund of 2018 to fund Local Public Agencies or Nonprofit Corporations for eligible activities under the CalHome program. In order to remain eligible to apply for CalHome funds, the City Council must approve the submission of the application prior to the application due date of November 22, 2021.

The purpose of CalHome funds is to support existing homeownership programs aimed at low and very low-income households, and moderate-income households which are impacted by disasters. The goal is to increase homeownership, to encourage neighborhood revitalization and sustainable development and maximize the use of

existing housing stock. The City will apply for the First-Time Homebuyer Mortgage Assistance program (\$2,000,000) and the ADU/JADU improvement program (\$2,000,000). Each program will have a cap of \$50,000 per application and assist no less than 40 applicants.

ATTACHMENT(S):

- A. Resolution No. 21-68
- B. 2021 CalHome Program NOFA

ATTACHMENT A

RESOLUTION NO. 21-68

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
HEREBY AUTHORIZING THE SUBMITTAL OF AN
APPLICATION TO THE CALIFORNIA STATE DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT FOR
FUNDING UNDER THE CALHOME PROGRAM; THE
EXECUTION OF A STANDARD HUD AGREEMENT IF
SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS
THERE TO; AND ANY RELATED DOCUMENTS NECESSARY
TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, the CalHome program's purpose is to support existing homeownership programs aimed at low and very low-income households, and moderate-income households which are impacted by disasters; and

WHEREAS, the City of South El Monte wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on **September 21, 2021** for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of South El Monte wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$4,000,000.

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

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

SECTION 2. The City Council hereby authorizes City Staff to submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on September 21, 2021 which will request a funding allocation for the following activities:

1. ADU/JADU Assistance (including construction, repair, reconstruction, or rehabilitation of ADUs or JADUs) in the amount of \$2,000,000; and
2. First-Time Homebuyer Mortgage Assistance Program for the grant amount of \$2,000,000 located in the City of South El Monte.

SECTION 3. If the application for funding is approved, the City of South El Monte hereby agrees to use the CalHome funds for eligible activities in the manner presented in the

application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of South El Monte acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

SECTION 4. The City Council of the City of South El Monte authorizes the City Manager or her designee to execute in the name of the City of South El Monte the application, the Standard Agreement, and any subsequent amendments of modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED, APPROVED AND ADOPTED this 26th day of October 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-68 was passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held on October 26, 2021 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Ave, Suite 670
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



September 21, 2021

MEMORANDUM FOR: POTENTIAL APPLICANTS

FROM:


Jennifer Seeger, Deputy Director^(OBJ)
Division of State Financial Assistance

SUBJECT:

**CalHome Program
Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$57 million in state CalHome program funds to Local Public Agencies or Nonprofit Corporations for eligible activities under the CalHome program. Of the funds available, \$20 million is reserved for mobilehome assistance in a mobilehome or manufactured home community.

The primary objective of the CalHome Program is to enable low and very-low income households to become or remain homeowners through grants to local public agencies and nonprofit corporations for direct first-time homeowner and housing rehabilitation assistance (including mobilehome units in parks). Additionally, providing funds for homebuyer counseling, self-help mortgage assistance, loans to developers for real property acquisition and site development for homeownership development projects and technical assistance for self-help homeownership.

Eligibility and Distribution of Funding

To be eligible for funding under the 2021 NOFA, all outstanding reports due during the past two years under any previously awarded CalHome award, including CalHome Disaster Assistance funding awards, must be submitted to the Department prior to the application due date. Current status of outstanding reports can be obtained by sending an inquiry to CalHomereports@hcd.ca.gov.

The 2021 NOFA includes geographic targets of up to 45 percent of available funds for Southern California, up to 30 percent for Northern California and up to 15 percent for rural applications (see page 2, Table 1). Of the total funds available under the NOFA, the Department shall target 10 percent of total funds, to the extent there are eligible applications, to Federally Recognized and Special Government Entities.

The Department will rate applications in accordance with [2019 Final CalHome Program Guidelines](#), Section 7755, subdivision (b). CalHome program funds will be allocated through a competitive process based on the merits of the application.

Application Submittal and Award Timeframes

Application materials must be submitted electronically through the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>.

The application instructions and portal will be available beginning November 8, 2021. Applicants must upload and submit all application materials to the Department's website no later than **5:00 p.m. Pacific Standard Time on November 22, 2021. Tribal applicants must upload and submit all application materials to the Department's website no later than 5:00 p.m. Pacific Standard Time on December 14, 2021.**

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. Applications that do not meet the filing deadline requirements will not be eligible for funding.

Webinar(s)

The Department will hold one recorded live webinar to review the NOFA and application. The recorded webinar will be posted on the CalHome program webpage.

For the webinar date and time, please go to the Department's website at <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>. Please contact CalHome@hcd.ca.gov for registration.

Technical Assistance to Tribal Entities

The Department will provide technical assistance for this round of application submissions for Tribal NOFA Applicants. Technical assistance requests and questions should be directed to CalHome@hcd.ca.gov.

To receive information on the webinar and other updates, please subscribe to the CalHome listserv. [http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html].

If you have any questions, please contact Mauro Lara, CalHome Program Manager, at (916) 263-1168 or CalHome@hcd.ca.gov.

Attachment

CALHOME PROGRAM

2021 Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

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Phone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>

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September 14, 2021

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CALHOME PROGRAM NOTICE OF FUNDING AVAILABILITY

I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce that it is accepting applications for funds from the CalHome program. The Department is making approximately \$57 million available to fund Local Public Agencies, Nonprofit Corporations, and Federally Recognized and Special Government Entities, for the following activities within the CalHome program:

- First-Time Homebuyer Mortgage Assistance (including the purchase of a home with an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU))
- Owner-Occupied Rehabilitation Assistance (including Rehabilitation of Manufactured Housing not on a permanent foundation, and construction, repair, or Rehabilitation of ADUs or JADUs)
- Technical Assistance for Self-Help Housing Projects
- Technical Assistance for Shared Housing Programs
- ADU/JADU Assistance (including construction, repair, or Rehabilitation of ADUs or JADUs)
- Homeownership Development Project Loans (including Predevelopment Costs and carrying costs during construction related to ADUs and JADUs)

The NOFA shall have a set aside of \$20 million of the available \$57 million for mobilehome assistance in a mobilehome or manufactured home community, to the extent there are eligible applications, any remaining funds will be applied to the general fund.

The NOFA shall have geographic targets of up to 45 percent of available funds for Southern California, up to 30 percent for Northern California, and up to 15 percent for rural jurisdictions. Of the total funds available under the NOFA, the Department shall target 10 percent (i.e., \$5.7 million) of total funds, to the extent there are eligible applications, to Federally Recognized and Special Government Entities.

NOFA release	September 21, 2021
Application portal available	November 8, 2021
Application due date	November 22, 2021, by 5:00 p.m.
Tribal Application due date	December 14, 2021 by 5:00 p.m.
Award announcements	February 2022

B. Program Summary and Authorizing Legislation

This NOFA is subject to the requirements of the CalHome program as authorized by Chapter 6, commencing with Section (§) 50650) of Part 2 of Division 31 of the California Health & Safety Code (HSC) (Statute). The purpose of the CalHome program is to support existing homeownership programs aimed at low-, very low-, and moderate-income households. The goal is to increase homeownership, encourage neighborhood

revitalization and sustainable development, and maximize the use of existing housing stock.

Chapter 365, (commencing with § 5400) of Part 16 of Division 31, HSC, 2017 (SB 3), which was adopted by voters on November 6, 2018, as Proposition 1, provided funding for the CalHome program and authorized the Department to administer the program through the Guidelines. These Guidelines were explicitly exempt from the requirements of the Administrative Procedures Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the California Government Code) and were adopted on November 27, 2019 (Guidelines).

This NOFA will be governed by the November 27, 2019 [CalHome Program Final Guidelines](#). Applications must be completed pursuant to the Guideline requirements.

II. Program requirements

The following is provided as a summary and is not to be considered a complete representation of the entirety of the eligibility, threshold, and other requirements or terms and conditions of the CalHome program. References should be made to all applicable Statutes and Guidelines, which shall in all events control.

A. Eligible Applicants

Table 1 – Eligibility Requirements for Local Public Agencies and Nonprofit Corporations

	Local Public Agencies	Nonprofit Corporation
Geographic Eligibility	A Local Public Agency shall only be eligible to apply for an award of CalHome funds for a Local Program or project located within its jurisdictional boundaries. A Local Public Agency may hire nonprofit and for-profit consultants located and/or registered within or outside its jurisdictional boundaries, including other counties within the state. Out-of-county consultants shall meet the same requirements as in-county consultants. Local Public Agencies may establish a consortium (provided there is a Memorandum of Understanding between the parties) with a single administrator. One Local Public Agency shall apply on behalf of other entities in a consortium and may serve all jurisdictions. (Guidelines Section 7717, subd. (a)(1)).	A Nonprofit Corporation shall only be eligible to apply for an award of CalHome funds for a program or project if it has developed a project or operated a housing program in California within the past two years, or if the Nonprofit Corporation has an existing 523 Self-Help Technical Assistance Grant Agreement with the United States Department of Agriculture (Guidelines Section 7717, subd. (a)(2)).

Geographic Targets and Set-Asides	To the extent the Department receives sufficient eligible applications, funds will be allocated based on the following targets: • up to 45 percent of funds to Southern California including Kern, San Luis Obispo, San Bernardino, and all other counties to the south • up to 35 percent to Northern California (all other counties) • up to 15 percent to rural (as defined in Guidelines Section 7716 subdivision bbb) Additionally, of the total funds available: • Approximately 10% are set-aside for tribal entities • Approximately \$20 million for mobilehome assistance in a mobilehome or manufactured home community.
Eligible Applicants by Eligible Activity Type	
Mortgage Assistance Experience	Applicants or their Administrative Subcontractors shall have successfully administered a homebuyer program for a <u>minimum of two years within the four years</u> immediately preceding the application (Guidelines Section 7728).
Housing Rehabilitation Experience	Applicants or their Administrative Subcontractors shall have successfully administered a local Owner-Occupied Rehabilitation Program for a <u>minimum of two years within the four years</u> immediately preceding the application (Guidelines Section 7732).
Technical Assistance for Self-Help Housing Projects Experience	Applicants shall have successfully completed a <u>minimum of two Self-Help, new construction projects within the four years</u> immediately preceding the application (Guidelines Section 7736).
Technical Assistance for Shared Housing Program Experience	Applicants or their Administrative Subcontractors shall have successfully administered a Shared Housing program for renters or homeowners for a <u>minimum of two years</u> immediately preceding the application (Guidelines Section 7739).
Accessory Dwelling Units/Junior Accessory Dwelling Units Program Experience	Applicants or their Administrative Subcontractors shall have successfully administered a local Owner-Occupied Rehabilitation Program, new construction development involving multiple Homeownership units (including single-family subdivisions), or an ADU/JADU program for a <u>minimum of two years within the four years</u> immediately preceding the application (Guidelines Section 7742).
Homeownership Development Project Experience	Applicants shall have successfully developed a <u>minimum of two similar projects within the last four years</u> and the Applicant shall have staff that will be committed to the proposed project that possess the knowledge, skills, and ability to perform the tasks required in a Homeownership Development Project (Guidelines Section 7746).

Applicants (Guidelines Section 7716, subd. (h)) shall also demonstrate the following requirements, as applicable (Guidelines Section 7717, subd. (b)):

1. Local Public Agencies

- a. Sufficient organizational stability and capacity to administer the Local Programs and/or projects. This requirement may be satisfied through documents such as

organizational charts, resumes, statements of qualifications, or other documentation, as specified in the application. If applicable, the Applicant shall also provide a Loan Servicing Plan.

- b. Sufficient organizational stability by demonstrating that the Applicant has operated as a housing developer or housing program administrator for a minimum of two years immediately prior to the date of application. A Local Public Agency may subcontract with an Administrative Subcontractor to qualify under the organizational stability and experience requirements.

2. Nonprofit Corporations

- a. Sufficient organizational stability and capacity to administer the Local Programs and/or projects. This requirement may be satisfied through documents such as organizational charts, resumes, statements of qualifications, or other documentation, as specified in the application. If applicable, the Applicant shall also provide a Loan Servicing Plan.
- b. Sufficient organizational stability by demonstrating that the Applicant has operated as a housing developer or housing program administrator for a minimum of two years immediately prior to the date of application.
- c. Proof that the Nonprofit Corporation is a corporation whose exempt purpose for the two years immediately prior to the date of application included the activity for which it is applying.
- d. Proof that the Nonprofit Corporation is financially stable to the reasonable satisfaction of the Department. Financial stability may be demonstrated through audited financial statements, or other documentation submitted with the application for funding.

3. Federally Recognized and Special Government Entities

An Applicant that is any of the following:

- a. It meets the definition of Indian Tribe under Section 4103 of Title 25 of the United States Code (USC) (means any Indian Tribe, band, nation, or other organized group or community of Indians that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act (25. USC 450 et seq.). 25 USC 4103(13)(B).

If not a federally recognized Tribe, either:

- a. It is listed in the Bureau of Indian Affairs Office of Federal Acknowledgement petitioner list pursuant to Section 82.1 of Title 25 of the Code of Federal Regulations. ([Office of Federal Acknowledgment \(OFA\) | Indian Affairs \(bia.gov\)](#))
- b. It is an Indian Tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of consultation pursuant to Section 65352.3 of the Government Code; and proposes a project on land that satisfies the following:
 - (1) Located in Indian country as defined by 18 USC 1151, or
 - (2) Located on fee land.

Applicants that were previously awarded CalHome Grants shall submit all outstanding reports from the past two years to the Department by the application date. Failure to submit the reports by the application date will result in the Applicant being ineligible for a CalHome award under this NOFA (Guidelines Section 7717, subd. (c)). Applicants may email: CalHomeReports@hcd.ca.gov to obtain status on previous reports.

B. Eligible activities

The Department is making CalHome funds available as Grants to eligible Local Public Agencies and Nonprofit Corporations for the following activities:

- 1. First-Time Homebuyer Mortgage Assistance** (including the purchase of homes with ADUs or JADUs) (commencing with Guidelines Section 7728) for Loans to Households at or below 80 percent of Area Median Income (AMI) (HSC § [50052.5, subd. \(b\)](#)).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7725, subd. (a)(1)).

Homebuyer Education (Guidelines Section, 7729 subd. (b)) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.

- 2. Owner-Occupied Rehabilitation Assistance** (including repair, full reconstruction, or the addition of an ADU or JADU) (commencing with Guidelines Section 7732) for Loans to Households at or below 80 percent of AMI (in compliance with HSC § [50052.5, subd. \(b\)](#)).

Manufactured Housing is also eligible, including replacement of a Manufactured House, whether located in a Mobilehome Park or elsewhere (Guidelines Sections 7716, subd. (s)(3) and 7733, subd. (e)).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7725, subd. (a)(2)).

- 3. Technical Assistance for Self-Help Housing Projects** (commencing with Guidelines Section 7736) in which the Applicant organization will be directly providing the services required in Guidelines Section 7738.

Homebuyer Education (Guidelines Section 7729, subd. (b)) will be reimbursed in the form of a Grant from the Department to the Recipient in an amount not to exceed \$250 per assisted unit.

- 4. Technical Assistance for Shared Housing Programs** (commencing with Guidelines Section 7739) to operators of Shared Housing Programs that will directly provide match services where the providers are homeowners who occupy their homes as their principal place of residence.

- 5. ADU/JADU Programs** (commencing with Guidelines Section 7742) for Loans for ADU/JADU construction, reconstruction, repair, or Rehabilitation to Households at or below 80 percent of AMI (in compliance with HSC § [50052.5, subd. \(b\)](#)).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7725, subd. (a)(3)).

- 6. Homeownership Development Project Loans** (Guidelines Section 7746) for conditional awards of development Loans to the Applicants to be used for land acquisition, Predevelopment Costs, and on-site improvements, including costs related to ADUs and JADUs (unit construction is not an eligible expense).

CalHome funds, for the purposes of this activity, can only be used as gap financing (Guidelines Section 7749).

Note: Proposed projects are ineligible to receive CalHome funds if construction work has begun or will begin prior to the date the Department executes the Standard Agreement, as defined in Guidelines Section 7716, subd. (jjj) (Standard Agreement) with the Recipient and all conditions have been satisfied. Construction work includes grading, site preparation (with the exception of demolition or clearing properties), or site improvements intended for public dedication (Guidelines Section 7718, subd. (c)).

C. Compliance requirements

Recipients funded pursuant to this NOFA shall meet the following requirements:

1. First-Time Homebuyer Mortgage Assistance

- a. Recipients shall comply with the Local Program administration requirements listed in Guidelines Section 7730.
- b. Recipients shall comply with the underwriting requirements listed in Guidelines Section 7731 and any other additional program requirements. Recipients may use the most recent median sales price, by county, posted at the California Association of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>. However, if prices have significantly changed, Recipients may request Department approval to use different limits based on a local calculation of median values (Guidelines Section 7731, subd. (b)).

2. Owner-Occupied Rehabilitation Assistance

- a. All assisted units shall have After-Rehabilitation Values (Guidelines Section 7716, subd. (f)) at or below the current local median sales price of a single-family home (Guidelines Section 7734, subd. (a)). Recipients may use the most recent median sales price, by county, posted at the California Association of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>. However, if prices have significantly changed, Recipients may request Department approval to use

different limits based on a local calculation of median values (Guidelines Section 7735, subd. (b)).

- b. Recipients shall comply with the Local Program administration requirements listed in Guidelines Section 7734.
- c. Recipients shall comply with the underwriting and construction requirements listed in Guidelines Section 7735 and any other additional program requirements.

3. Technical Assistance for Self-Help Housing Projects

- a. Recipients shall comply with the Technical Assistance requirements listed in Guidelines Section 7738 and any other additional program requirements.

4. Technical Assistance for Shared Housing Programs

- a. Recipients shall comply with the program administration requirements listed in Guidelines Section 7741.

5. ADU/JADU Assistance

- a. Recipients shall comply with the Local Program administration requirements listed in Guidelines Section 7744 and any other additional program requirements.
- b. Recipients shall comply with the underwriting and construction requirements listed in Guidelines Section 7745 and any other additional program requirements.

6. Homeownership Development Project Loans

- a. Recipients shall comply with the Site Control requirements listed in Guidelines Section 7748.
- b. Recipients shall comply with the development requirements listed in Guidelines Section 7752 and any other additional program requirements. Recipients may use the most recent median sales price, by county, posted at the California Association of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>. However, if prices have significantly changed, Recipients may request Department approval to use different limits based on a local calculation of median values (Guidelines Section 7731, subd. (b)).

D. Funding amounts and limits

- 1. Minimum and Maximum Application Amounts.** The minimum application amount for any single activity or program (except if the activity or program is Technical Assistance for Self-Help Housing Projects or Technical Assistance for Shared Housing Programs) is \$500,000. The minimum application amount for any single activity or program (if the activity/program is Technical Assistance for Self-Help Housing Projects or Technical Assistance for Shared Housing Programs) is \$100,000. If applying for more than one activity, the minimum application amount for those activities is \$600,000.

The maximum application amount for one or more activities is \$5 million. If applying only for Technical Assistance for Self-Help Housing Projects, the maximum

application amount is \$500,000. If applying only for Technical Assistance for Shared Housing Programs, the maximum application amount is \$300,000.

2. Minimum and maximum per-unit funding limits

a. Grant Activities

For the purposes of this NOFA, the minimum and maximum amount of funding to individual Borrowers will be:

First-Time Homebuyer Assistance, including for Mortgage Assistance provided as a part of a Homeownership Development Project Loan

The maximum Loan amount by an award recipient to an eligible Borrower will be 40 percent of the Borrower's purchase price for the property, up to a maximum of \$100,000. The minimum Loan to a Borrower will be not less than \$1,000.

Where an Applicant is applying to perform a Homeownership Development Project Loan with a Self-Help Housing component, the Applicant may additionally apply for Technical Assistance of \$15,000 per-unit in addition to the Loan amount requested in the application for the Homeownership Development Project.

Owner-Occupied Rehabilitation Assistance

The maximum Loan amount by an award recipient to an eligible Borrower will be \$100,000 unless the home is in need of reconstruction. If the home is in need of reconstruction, the maximum Loan amount will be \$150,000. The minimum Loan to a Borrower will be not less than \$1,000.

ADU/JADU Assistance

The maximum Loan amount by an award recipient to an eligible Borrower for ADU/JADU construction will be \$100,000. The minimum Loan to a Borrower will be not less than \$1,000.

b. Loan Activities

Homeownership Development Project

The maximum per-unit Loan amount for Homeownership Development Project Loans will be \$100,000. As discussed above, if an Applicant is applying to fund a Homeownership Development Project with a Self-Help Housing Project, the Applicant may additionally apply for Technical Assistance of \$15,000 per-unit on top of the application amount requested for a Homeownership Development Project.

c. Funding limits for Technical Assistance

The minimum Technical Assistance Grant to a Recipient will be not less than \$1,000. For the purposes of this NOFA, the maximum CalHome Grant per-unit will be:

Technical Assistance for Self-Help Housing Projects

The maximum per-unit Grant amount will be \$15,000. All expenses shall be documented.

Technical Assistance for Shared Housing Programs

The maximum activity amount for Shared Housing Programs is established in Section (D)(1) of this NOFA.

E. Eligible uses of funds

1. Mortgage Assistance and Rehabilitation Loans to Eligible Households

Funds provided to CalHome Recipients shall be used by individual Households (Guidelines Section 7720) at or below 80 percent of the AMI (HSC § [50052.5, subd. \(b\)](#)). AMI limits are updated annually and are available on the Department's [website](#).

- a. Financial assistance provided to qualified individual homeowners for Mortgage Assistance shall be in the form of deferred payment Loans, repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the Loan maturity date, whichever occurs first (HSC § 50650.3, subd. (c)(1)). The Loan shall be up to a 30-year term (Guidelines Section 7726, subd. (c)(5-6)). The interest rate is set by the Recipient at up to 3 percent simple interest per annum (Guidelines Section 7726, subd. (d)). Borrowers (Guidelines Section 7716, subd. (k)) shall occupy units as their principal place of residence for the term of the Loan (Guidelines Section 7720, subd. (d)). If the Borrower will occupy an ADU or JADU, then residents of the primary unit shall not be considered as part of the Household receiving CalHome funding. Loans shall also be made in a manner consistent with the purposes described in Section II. B., Eligible Activities, as well as with the CalHome Guidelines and applicable Statutes.

Recipients shall comply with the Homeowner/Homebuyer Loan-to-Value Limits for Mortgage Assistance CalHome program Loans defined in Guidelines Section 7727.

2. Owner-Occupied Rehabilitation Loans to Eligible Households

Funds provided to CalHome Recipients shall be used by individual Households (Guidelines Section 7720) at or below 80 percent of the AMI (HSC § 50052.5, subd. (b)). AMI limits are updated annually and are available on the Department's [website](#).

- a. Financial assistance provided to qualified individual homeowners for Owner-Occupied Rehabilitation shall be in the form of deferred payment loans, repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the loan maturity date, whichever occurs first (HSC § 50650.3(c)(1)). The Loan shall be up to a 30-year term (Guidelines Section 7726, subd. (c)(5-6)). The interest rate is set by the Recipient up to 3 percent simple interest per annum (Guidelines Section 7726, subd. (d)). Borrowers must occupy units as their principal place of residence for the term of the loan (Guidelines Sections 7716, subd. (k) and 7720, subd. (c)). If the Borrower will occupy an ADU or JADU, then residents of the primary unit shall not be considered as part of the Household receiving CalHome funding (Guidelines Section 7720).
- b. Recipients shall comply with the Homeowner/Homebuyer loan-to-value limits for Owner-Occupied Rehabilitation CalHome program loans defined in Guidelines Section 7727.
- c. Financial assistance provided to individual Households to rehabilitate, repair, or replace Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable loan, which must also be made in a manner consistent with the Regulations and Statutes. The loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower.
- d. Financial assistance provided to individual Households to rehabilitate, repair, or replace Manufactured Housing located in a Mobilehome Park and not permanently affixed to a foundation shall be in the form of a secured forgivable loan, which shall also be made in a manner consistent with the Guidelines and applicable Statutes (HSC § 50650.3, subd. (c) and Guidelines Section 7733 subd. (e)).

Note: The Loan shall be due and payable in 20 years, with 10 percent of the original principal to be forgiven annually for each additional year beyond the 10th year that the home is owned and continuously occupied by the Borrower (HSC § 50650.3, subd. (c)).

Pursuant to HSC § 50650.3(c)), not more than 10 percent of the funds available in a given fiscal year shall be used for financial assistance in the form of secured forgivable loans.

3. ADU/JADUs. Funds in support of an ADU/JADU Program shall be used for:

- a. Construction, reconstruction, repair, conversion, or Rehabilitation
- b. Structural modifications to the existing home necessary to accommodate an ADU or a JADU
- c. Building permits and other related government fees, including all fees necessary to build and occupy the ADU/JADU
- d. Consulting services which are directly related to construction, such as appraisal, architectural, or engineering services
- e. Non-recurring loan costs
- f. CalHome Activity Delivery Fees

4. **Technical Assistance for Self-Help Housing Projects.** Recipients shall comply with the eligible costs for Self-Help Technical Assistance defined in Guidelines Section 7737.
5. **Technical Assistance for Shared Housing.** Recipients shall comply with the eligible costs for Shared Housing Technical Assistance defined in Guidelines Section 7740.
6. **Homeownership Development Project Loans.** Homeownership Development Project Loans will be funded pursuant to the development Loan terms specified in Guidelines Section 7750. The portion of a development Loan which is used to provide Mortgage Assistance to qualified First-Time Homebuyers is converted to a Grant. Recipients shall comply with the development Loan-to-Value Limits defined in Guidelines Section 7751.

Homeownership Development Projects must have a minimum of five units (Guidelines Section 7753).

Note: Projects are only eligible if construction work has not begun prior to the date that the Department awards a commitment of program funds. Construction work includes: (1) site improvements intended for public dedication, (2) site preparation, and (3) grading (Guidelines Section 7718, subd(c)).

7. Activity Delivery Fees

Mortgage Assistance Loans. The Department may provide funding to cover Activity Delivery Fees (ADFs) of up to 10 percent of the total award. Up to 5 percent of the total award may be provided within 90 days after the execution of the Standard Agreement for program development expenses, and up to 5 percent of the total award may be reimbursed on a per-Loan basis. The per-Loan reimbursement maximum will be 5 percent of the total award divided by the estimated number of Loans to be made under the contract.

Owner-Occupied Rehabilitation Loans. The Department may provide funding to cover ADFs of up to 20 percent of the total award. Up to 10 percent of the total award may be provided within 90 days after the execution of the Standard Agreement for program development expenses, and up to 10 percent of the total award may be reimbursed on a per-Loan basis. The per-Loan reimbursement maximum will be 10 percent of the total award divided by the estimated number of Loans to be made under the contract.

ADU/JADU Loans. The Department may provide funding to cover ADFs of up to 20 percent of the total award. Up to 10 percent of the total award may be provided within 90 days after the execution of the Standard Agreement for program development expenses, and up to 10 percent of the total award may be reimbursed on a per-Loan basis. The per-Loan reimbursement maximum will be 10 percent of the total award divided by the estimated number of Loans to be made under the contract.

Applicants need to provide documentation verifying their Activity Delivery expenses. This requirement may be satisfied through documents such as invoices, receipts, time tracking, or other documentation of valid program expenses.

F. Eligibility and threshold evaluation criteria

Applications will not be considered for funding unless the application is received by the deadline as stated in this NOFA and demonstrates compliance with all CalHome program Statutes and Guidelines, including the following conditions:

1. The Applicant meets geographic restrictions per CalHome Guidelines (Guidelines Section 7717 subd. (a))
2. The Applicant is an eligible Local Public Agency or Nonprofit Corporation (Guidelines Section 7717)
3. The Applicant has complied with reporting requirements (Guidelines Section 7717, subd. (c))
4. The activity is eligible (Guidelines Section 7718)
5. The proposed use of funds is eligible (Guidelines Section 7719)
6. The Applicant meets the eligibility requirements for the activity or activities for which they are applying:
 - a. First-Time Homebuyer Mortgage Assistance (Guidelines Section 7728)
 - b. Owner-Occupied Rehabilitation Assistance (Guidelines Section 7732)
 - c. Technical Assistance for Self-Help Housing Projects (Guidelines Section 7736)
 - d. Technical Assistance for Shared Housing Programs (Guidelines Section 7739)
 - e. ADU/JADU Assistance (Guidelines Section 7742)
 - f. Homeownership Development Project Loans (Guidelines Section 7746)
7. The application is complete (Guidelines Section 7754)
8. The application shall be on the Department forms and cannot be altered or modified by the Applicant
9. The application is signed by the party authorized in a complete and proper resolution (Guidelines Section 7754)
10. The Applicant does not have any unresolved audit findings for prior the Department or federally funded housing or community development projects or programs (Guidelines Section 7755)
11. The Applicant has no pending lawsuits that would impede the implementation of the program (Guidelines Section 7755)

G. Rating

Evaluation criteria. All eligible Applicants that have met eligibility and threshold requirements shall receive a minimum score of 55 points to be considered for funding (Guidelines Section 7755, subd. (b)). All applications passing eligibility and threshold criteria will be evaluated on the following factors (Table 2). If there are more eligible Applicants than can be funded, the Department will award funding by descending order of points. For more detail on each of the rating factors, please see Appendix A and Guidelines Section 7755, subd. (b).

Evaluation Criteria	Maximum Points
Capability	40
Community Need	15
Feasibility	25
Community Revitalization	10
Volunteer Labor, Self-Help Labor or Youth Construction Skills Training Program	10
Total	100

Applicants may apply to fund up to two programs (First-Time Homebuyer Mortgage Assistance Program, Owner-Occupied Rehabilitation Program, Shared Housing Program, and/or ADU/JADU Program) in a single application. Each program will be scored separately; therefore, an Applicant applying to fund two programs will have two separate scores. The two scores will be averaged into one score.

Applicants may apply to fund a Homeownership Development Project with or without a Self-Help Housing Project. If the Homeownership Development Project proposes to do a Self-Help Housing Project, the Applicant may additionally apply for Technical Assistance funding. Applicants cannot apply to fund both a program and a project (Guidelines Section 7753, subd (a)) in a single application. However, Applicants may submit separate applications for programs and projects. In addition, Applicants may submit separate applications to apply for multiple projects.

Applicants cannot apply for more than the maximum application amount of \$5 million across all applications submitted per a CalHome funding round. Applicants can only apply for one assisted county per application.

Applicants may serve as Administrative Subcontractors for localities. However, Applicants cannot serve as Administrative Subcontractors in the areas where they are awarded CalHome funds to develop a CalHome program or a project. Applicants are required to provide Service Area Maps with their applications.

1. Performance penalty

Applicants that have previously received a CalHome Grant will be reviewed for performance (Guidelines Section 7755, subd. (c)).

Failure to have expended at least 95 percent of the most recently awarded Grant by the 36th month of the prior CalHome contract (with the exception of funds awarded under the April 11, 2018, CalHome Disaster Assistance NOFA and May 3, 2019, CalHome Disaster Assistance NOFA) may result in a five (5) point penalty deduction from the score of the application (Guidelines Section 7759, subd. (a)(1)(B)).

An Applicant with any project currently in the Department's compliance resolution unit shall not be eligible to apply (Guidelines Section 7717, subd. (b)(1)).

III. State requirements

A. Climate adaptation

[Executive Order B-30-15](#) addressing the need for climate adaptation ordered that:

1. All state agencies with jurisdiction over sources of greenhouse gas emissions shall implement measures, pursuant to statutory authority, to achieve reductions of greenhouse gas emissions to meet the 2030 and 2050 greenhouse gas emissions reductions targets.
2. State agencies shall take climate change into account in their planning and investment decisions and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives.

In response to Governor Gavin Newsom's Executive Order, the Department strongly encourages CalHome Recipients to implement CalHome funded activities in a manner that reduces greenhouse gas emissions and adapts to climate change.

For additional information and guidance, please contact Nuin Tara-Key with the Governor's Office of Planning and Research at Nuin-Tara.Key@opr.ca.gov.

IV. Application procedures and deadline

A. Application packaging and submittal

The application form is available on the Department's website under the CalHome program, <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>.

Application materials must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grantsfunding/active-funding/lhtf.shtml>. The application instructions and submittal portal will be available beginning November 8, 2021. The Department no longer requires a hardcopy submittal of the Application Workbooks or supplemental documentation.

Applicants must upload all application materials to the Department's website no later than 5:00 p.m. Pacific Standard Time on November 22, 2021 with the exception of Tribal applications, which are due no later than 5:00 p.m. Pacific Standard Time on December 14, 2021.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted. Applications that do not meet the filing deadline will not be eligible for funding.

B. Application webinar

The Department will hold a live, recorded webinar to review the CalHome NOFA and application. The recorded webinar will be posted on the CalHome program webpage. For the webinar date and time, please go to the Department's website at <http://www.hcd.ca.gov/grants-funding/active-no-funding/calhome.shtml>. Please contact CalHome@hcd.ca.gov for webinar registration.

C. Disclosure of application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473, Statutes of 1968). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

V. Appeal and award process

A. Appeals

Pursuant to Guidelines Section 7755, subd. (d), Applicants will be subject to the appeal process as detailed in this NOFA:

1. Basis of appeals

- a. Upon being noticed in writing that its application is incomplete, fails threshold requirements, or has a reduced preliminary point score, Applicants may appeal these decisions pursuant to Section V of this NOFA. Upon receipt of the Department's notice that an application has been determined to be incomplete, fail threshold, or have a reduction to the preliminary point score, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.
- b. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
- c. Prior program NOFAs: The appeal process provided herein applies solely to the Department decisions made in this NOFA and does not apply to any decisions made respecting any previously issued NOFAs or decisions to be made respecting future NOFAs.

2. Appeal process and deadlines

- a. Process: In order to lodge an appeal, Applicants shall submit to the Department, by the deadline set forth in subsection (b) below, a written appeal that states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant shall provide a detailed reference to the area or

areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Department either via email at CalHome@hcd.ca.gov or at the following address:

California Department of Housing and Community Development
Division of State Financial Assistance
Program Design and Implementation Section
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833

The Department will accept appeals electronically to the email address listed above. The email time stamp must be prior to the appeal deadline.

- b. Filing Deadline: Appeals shall be received by the Department no later than five (5) business days from the date of the Department's eligibility, threshold review, or determination letters, representing the Department's decision made in response to the application.

3. Decision

Any request to amend the Department's decision shall be reviewed for compliance with the Statute, the Guidelines, this CalHome NOFA, and any subsequent clarifying documents, each of which as may have been amended from time to time. It is the Department's intent to render its decision in writing within 15 business days of receipt of the Applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

4. Effectiveness

In the event that the Statute, regulations, or Guidelines governing this program contain an existing process for appealing the Department decisions with respect to NOFA awards made under such programs, then this section shall be inapplicable, and all appeals shall be governed by such existing authority.

B. Awards

Awards made by the Department shall not be deemed final until such time as the Department has resolved any appeals filed by Applicants pursuant to the appeal process provided for in Section V. A. hereof. At such time as the Department has completed the appeal process and made its determinations, it will issue the final awards and post notification thereof on the Department's website.

VI. Standard Agreements and release of funds

A. Standard Agreements

Recipient(s) will enter into a Standard Agreement with the Department. The Standard Agreement will contain relevant state contracting and program requirements, specific information about the award, the work to be performed, a project/program timeline, and any special conditions required to make the project feasible (Guidelines Sections 7752, subd. (a)(4) and 7756, subd. (a)(12)).

The Recipient(s) shall remain a party to the Standard Agreement for the agreement's entire term.

The Standard Agreement allows a maximum of 36-months from the date of the award letter to expend funds (Guidelines Section 7759, subd. (a)(1)). The Department may exercise its reasonable discretion to disencumber funds or to grant an extension of time for completion (Guidelines Section 7759, subd. (d)). Any extensions are subject to any and all applicable encumbrances, deadlines, and limitations, including, but not limited to, HSC § 54006, subd. (g). Documentation to support the Recipient's expenditure of funds shall be received prior to the contract expiration date. The Standard Agreement expires at the end of 42 months from the award letter date, unless extended. Recipients remain subject to the terms of the 20-year Monitoring Agreement (Guidelines Section 7756, subd. (b)).

B. Release of funds

Funds shall not be obligated to a Borrower prior to the date a Standard Agreement contract is fully executed between the Recipient and the Department. Funds will be released after the Standard Agreement execution, and after the Department has reviewed and approved the following Recipient submissions (Guidelines Section 7756, subd. (a)(5)):

1. Loan Servicing Plan (Guidelines Section 7723, subd. (a))
2. Program Guidelines
3. Loan document templates
4. Reuse Agreement with verification of established Reuse Account (Guidelines Section 7724)
5. Fully executed 20-year Monitoring Agreement (Guidelines Section 7756, subd. (b))
6. If a Recipient contracts with a third party for the above functions, the Recipient shall submit the original contract and any amendments for the Department review.

Funds may be requested as either a reimbursement or as an advance. Pursuant to Guidelines Section 7757, subd. (a), advances may include, but are not limited to, any of the following:

1. Homeownership Development Project Loan disbursements
2. Advances of up to 25 percent of the award for Self-Help and Shared Housing Technical Assistance
3. Advances for Owner-Occupied Rehabilitation or ADU/JADU Programs up to the Recipient's anticipated volume of closed Loans for the following 60-day period
4. Advances to escrow for Mortgage Assistance Loans

All Recipients shall reconcile advances within 90 days. Documentation showing at least two-thirds of the funds previously released for program activities were expended shall be submitted to the Department before another advance request will be processed. Recipients shall also consistently complete quarterly performance reports and be up to date on their submissions before another advance request will be processed (Guidelines Section 7758, subd. (a)).

VII. Other terms and conditions

A. Right to modify or suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties via listserv and will post the revisions to the CalHome website. Subscription to the CalHome listserv is available at https://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

B. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand any and all applicable state and federal laws, regulations, and Guidelines pertaining to CalHome. By applying under this NOFA, Applicants acknowledge and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

APPENDIX A

RATING FACTORS

The list below is a summary. For more specific information, please refer to Guidelines Section 7755, subd. (b).

Criteria Defined	Maximum Points
Capability to operate the proposed program, administer and conduct the Self-Help Technical Assistance Project, or develop the type of Homeownership Project proposed in the application: • Number of Mortgage Assistance units assisted within the last four years: ▪ 2 – 5 ~ 20 points ▪ 6 – 10 ~ 30 points ▪ 11 or more ~ 40 points • Number of Rehabilitation/Reconstructed units assisted within the last four years: ▪ 2 – 5 ~ 20 points ▪ 6 – 10 ~ 30 points ▪ 11 or more ~ 40 points • Number of Self-Help, new construction units within the last four years: ▪ 2 – 10 ~ 20 points ▪ 11 – 20 ~ 30 points ▪ 21 or more ~ 40 points • Number of Shared Housing units assisted within the last two years: ▪ 2 ~ 20 points ▪ 3 – 4 ~ 30 points ▪ 5 or more ~ 40 points • Number of ADU/JADU or Rehabilitation/Reconstructed units assisted within the last four years: ▪ 2 – 5 ~ 20 points ▪ 6 – 10 ~ 30 points ▪ 11 or more ~ 40 points • Number of Homeownership Development Projects within the last four years: ▪ 2 ~ 20 points ▪ 3 – 4 ~ 30 points ▪ 5 or more ~ 40 points	40

Community Need in a geographic area for the proposed Local Program or project will be based on the following factors:

For Mortgage Assistance Programs, Technical Assistance for Self-Help Housing Projects, Technical Assistance for Shared Housing Programs, ADU/JADU Programs, and Homeownership Development Project Loans:

- Housing affordability in the geographic area: The ratio of the current median sales price of a single-family home to the AMI for a 4-person Household in the county in which the CalHome program or project is located. The current median sales price is the most recent available from the California Association of Realtors as of the NOFA date, and the AMI is updated on an annual basis by the Department;
- Percent of renter Households that are low income: The percent of Households in renter-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD Comprehensive Housing Affordability Strategy U.S. Census Bureau American Community Survey (HUD CHAS) data;
- Percent of renter Households occupying overcrowded housing: The percent of renter-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data; and
- Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data.

For Rehabilitation Programs:

- Age of the housing stock: The percent of owner-occupied housing units over 30 years old, as reported in the most recent U.S. Census Bureau American Community Survey (ACS) data;
- Percent of homeowner Households that are in poverty: The percent of families in owner-occupied housing with incomes below the federal poverty line, as reported in the most recent ACS data;
- Percent of homeowner Households that are low income: The percent of Households in owner-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD CHAS data; and
- Percent of homeowner Households occupying overcrowded housing: The percent of owner-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data.

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Feasibility in a geographic area for the proposed Local Program or project will be based on the following factors:

For Mortgage Assistance Programs:

- Affordability of Homeownership relative to renting: The ratio of median Monthly Housing Costs for owner-occupied housing units with a Mortgage, to median Monthly Housing Costs for renter-occupied housing units, as reported in the most recent ACS data;
- Availability of homes for sale relative to the proposed lending activity: The ratio of the following:
 - The number of home sales in the previous year priced below *either* the current median sales price of a single-family home in the county in which the CalHome program is located, *or* \$500,000, whichever is less;
 - The number of Loans that the Applicant expects to provide in the program;
 - The Applicant will provide home sales information based on publicly available real estate transactions data (e.g., Zillow.com, Redfin.com).

For Owner-Occupied Rehabilitation Programs and ADU Programs:

- Age of the housing stock: The percent of owner-occupied housing units over 30 years old, as reported in the most recent ACS data; and
- Percent of homeowner Households occupying overcrowded housing: The percent of owner-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data.

For Technical Assistance for Shared Housing Programs:

- Incidence of severe cost burden for low-income renters: The percent of Households in renter-occupied housing units spending 50 percent or more of income on housing expenses, as reported in the most recent HUD CHAS data; and
- Rental vacancy rate: The percent of rental housing units that are currently vacant, as reported in the most recent HUD CHAS data.

For Technical Assistance for Self-Help Housing Programs and Homeownership Development Project Loans:

- The readiness of the project development to proceed as evidenced by the status of local government approvals, project financing commitments, and resolution to impediments to development;
- Evidence of ability to serve Low- and Very Low-Income Households pursuant to the Mortgage Assistance underwriting requirements stated in Section 7731, as evidenced by the development budget and proposed unit sales prices; and
- Affordability of Homeownership relative to renting: The ratio of median Monthly Housing Costs for owner-occupied housing units with a

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Mortgage, to median Monthly Housing Costs for renter-occupied housing units, as reported in the most recent ACS data. • Availability of homes for sale relative to the proposed lending activity. The ratio of the following: ○ The number of home sales in the previous year priced below <i>either</i> the current median sales price of a single-family home in the county in which the CalHome program is located, <i>or</i> \$500,000, whichever is less; to ○ The number of Loans that the Applicant expects to provide in the program. ○ The Applicant will provide home sales information based on publicly available real estate transactions data (e.g., Zillow.com, Redfin.com).	
Contributes to Community Revitalization as defined in Section 7716(l), or meets a legislatively mandated priority for funds allocated to the CalHome program, or develops a Rehabilitation program that addresses climate adaptation or resiliency consistent with the Hazard Mitigation Plan or the Safety Element of the General Plan adopted by the jurisdiction in which the program will be offered.	10
Volunteer Labor, Self-Help Labor, or Youth Construction Skills Training Program: Applicants applying for Homeownership Development Project, Self-Help Technical Assistance Homeownership Projects, or a Mortgage Assistance Local Program for new construction housing or acquisition with substantial Rehabilitation, when the Recipient is acquiring and substantially rehabilitating properties for sale to first-time homebuyers, will receive up to 10 points to the extent that: • The Applicant utilizes Volunteer Labor or Self-Help Construction labor, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided; or • The Applicant utilizes labor provided by youth participating in a construction skills training program, where a minimum of five hundred (500) hours of on-site construction labor per assisted unit is provided. The five hundred (500) hours of construction training labor shall be provided by the 16- to 24-year-old program participants; • 15 percent of units to be developed include an ADU or a JADU; • Homeownership development projects are located in a High-Resource or Highest-Resource area, as identified on the TCAC/Department Opportunity Area Map.	10
MAXIMUM TOTAL POINTS	100

For the Applicants who already received CalHome funds, up to five (5) points may be deducted for failure to meet CalHome Program Performance Goals pursuant to Section 7759 in the Guidelines.



City Council Agenda Report

Agenda Item No. 7.d.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-69 PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) ET SEQ. FOR THE INITIAL PERIOD OF OCTOBER 26, 2021 THROUGH NOVEMBER 25, 2021

SUMMARY: Consideration of Resolution No. 21-69: A Resolution of the City Council of the City of South El Monte proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 26, 2021 through November 25, 2021.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-69 proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 26, 2021 through November 25, 2021.

FISCAL IMPACT: None.

DISCUSSION: In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using remote/virtual platforms to comply with health orders. Since that time, several other Executive Orders have issued that further modified the requirements related to the conduct of teleconferenced meetings and the right of public participation therein during the state of emergency. The Executive Orders collectively operated to remove certain requirements for teleconferenced meetings, including that each teleconference location be accessible to the public, and that members of the public be able to address the legislative body at each teleconference location.

The Executive Orders allowed the City Council and each of the City's legislative bodies, commissions, and committees subject to the Brown Act to modify how meetings were conducted to protect the health and safety of the legislative bodies, staff, and the public, while ensuring the transparency and accessibility for open and public meetings. However, those executive orders expired on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond to the timing of expiration of the executive orders.

AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings during a state of emergency proclaimed by the Governor that includes the City, provided that one of the following three criteria is met with respect to the meeting:

- i) State or local officials have imposed or recommended measures to promote social distancing; or
- ii) The legislative body is meeting for the purpose of determining, by majority vote, whether as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- iii) The legislative has previously determined, by majority vote, that, as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees.

Initial Findings

The proclaimed statewide declaration of emergency related to COVID-19 remains in effect. Accordingly, if just one of the three foregoing criteria are met, then the City can conduct meetings remotely pursuant to Government Code § 54953(e) as amended by AB 361, subject to compliance with certain alternative noticing and public participation requirements as detailed below, and in doing so are excused from compliance with the onerous requirements referenced above that would otherwise apply to remote teleconferenced meetings under Government Code § 54953(b)(3).

Findings For Continued Reliance on AB 361 (Future Meetings, if needed)

After 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
 1. The state of emergency continues to impact the ability of the members to meet safely in person; or
 2. State or local officials continue to impose recommended measures to promote social distancing.

Rules For Public Participation Under AB 361

If a public agency invokes AB 361, the alternative notice and participation requirements for teleconferenced meetings are as follows:

1. No physical location is required for public attendance or public comment. However, the public must be able to access and participate in the meeting through a call-in or an internet-based service, and instructions for how to participate must appear in the posted notices or agenda;
2. Teleconferenced meetings must protect the statutory and constitutional rights of the parties and the public;
3. Legislative bodies may allow public comments to be submitted prior to a meeting, but must also allow the public to participate in real time through call-in or internet-based service. A legislative body cannot require public comments be submitted in advance of the meeting;
4. If there is any disruption of the call-in or internet-based service, the legislative body must suspend the meeting and take no further action until the problem is fixed;
5. When providing a public comment period, whether after each item or during a general comment period, a legislative body must allow reasonable time for members of the public to comment, and must also include reasonable time for members to register with the third-party internet website or online platform (e.g, Zoom), if applicable.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (e.g., wildfires) and the City Council can make at least one of the enumerated findings.

In light of the continuing COVID-19 emergency, and the continued threats to health and safety posed by indoor meetings with large attendance, staff recommends adoption of the proposed resolution making the findings required to initially invoke AB 361. Doing so will allow the meetings of the City Council and each of the City's legislative bodies to continue to occur by teleconference, without adhering to the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply absent invocation of AB 361.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

ATTACHMENT(S):

- A. Resolution No. 21-69

RESOLUTION NO. 21-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, FOR THE INITIAL PERIOD OF OCTOBER 26, 2021 THROUGH NOVEMBER 25, 2021

WHEREAS, the City Council of the City of South El Monte is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act); and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, also on March 4, 2020, the County of Los Angeles followed suit and declared the existence of a state of emergency for the County of Los Angeles; and

WHEREAS, on March 12, 2020, out of an abundance of caution to protect the health, safety, and welfare of the community, the Mayor of the City of South El Monte proclaimed a local emergency due to the public health threat caused by COVID-19; and

WHEREAS, the Mayor's proclamation found that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 20-24, ratifying the proclamation of a local emergency in response to COVID-19; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing, County officials are requiring masking in an effort to slow the continuously high level of transmission of COVID-19 throughout Los Angeles County, and the Centers for Disease Control and Prevention (“CDC”) continue to recommend physical distancing; and

WHEREAS, the Council hereby finds that such emergency conditions now exist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Council hereby finds that the state of emergency due to the COVID-19 virus and the conditions related thereto has caused, and will continue to cause, conditions of extreme peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and thereby affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City, and ratifies the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, the Council hereby finds that, as a consequence of the existing local emergency, the legislative bodies of the City shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Council affirms that the City will allow for observation and participation by Councilmembers, members of the City’s legislative bodies, and the public by allowing public participation and comment in real time via Zoom or by telephone, as well as allowing limited in-person attendance for certain legislative bodies of the City, as will be duly indicated in the agendas of the legislative bodies, respectively, in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated herein Resolution by reference.

Section 2. The Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City, and affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative bodies in person with no limitations to attendance would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance, and that the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing in connection with the COVID-19 emergency, as required by Government Code section 54953(e) *et seq.*

Section 5. The City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings via teleconference in accordance with Government Code section 54953(e) *et seq.* and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 25, 2021, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act) of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 26th day of October 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-69, 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 26th day of October 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.e.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-70, APPROVING AMENDMENT NO. 7 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: This Amendment will extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021; and It will also extend the use of California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding from September 30, 2021 to June 30, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-70, approving Amendment No. 7 and authorizing the City Manager, or her designee, to execute the same.

FISCAL IMPACT: There is no additional budget impact resulting from approval of Amendment No.7.

DISCUSSION: On July 1, 2020, a one-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”).

The City has provided lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively “Programs”) for more than 20 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers 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.

The County contributes to the City's Elderly Nutrition Program Services, which, offers lunch meals to seniors and provides an important opportunity for social contact and targets seniors most in need. The Congregate Meals Program serves meals in a group setting at the South El Monte Senior Center and meals are coordinated with other social services such as transportation, educational presentations, health screenings, recreation and wellness programs. This valuable program not only delivers a nutritious meal daily, but also serves as a mechanism to check up on the client, thereby providing an additional safety inspection and furthering the ability for him or her to continue to age in place.

At the request of Los Angeles County Department of Workforce Development, Aging and Community Services (WDACS) and in response to the California Safer at Home Initiative, the Congregate Meal Program has been suspended. The Home-Delivered Meals Program has been extended to serve every eligible South El Monte senior citizen age sixty (60) years and above. The Agreement will allow these key services to continue while complying with the requirements of the Safer at Home Initiative.

On October 13, 2020, the City Council approved an amendment ("Amendment No. 1") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000, to increase the baseline funding from \$209,000 to \$288,000 during Fiscal Year 2020-21 only.

On October 27, 2020, the City Council approved an amendment ("Amendment No. 2") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only.

On November 2020, the City council approved an amendment ("Amendment No. 3") to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000, to increase the baseline funding from \$309,000 to \$404,000 during Fiscal Year 2020-21 only.

On March 23, 2021, the City Council approved an amendment ("Amendment No. 4") to the Agreement to allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$65,000, increasing the baseline funding from \$404,000 to \$469,000 during FY 2020-21 only.

On June 22, 2021, the City Council approved amendment ("Amendment No.5") to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of \$216,000 for the Elderly Nutrition Program during FY 2021-22 only.

On September 14, 2021, the City Council approved amendment ("Amendment No.6") to the Agreement to allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of \$57,033, increasing the baseline funding from \$216,00 to \$273,033 during FY 2021-22 only.

The Amendment No. 7 will do the following: (1) Extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021; and extend the use of California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding from September 30, 2021 to June

30, 2022. (2) provide for the other miscellaneous changes.

Staff report was prepared by Andrés González, Senior Services Supervisor.

ATTACHMENT(S):

- A. Resolution No. 21-70
- B. Amendment No. 7

ATTACHMENT A

RESOLUTION NO. 21-70

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL APPROVING AMENDMENT NO. 7 TO THE
COUNTY OF LOS ANGELES COMMUNITY AND SENIOR
SERVICES AGREEMENT FOR THE ELDERLY NUTRITION
PROGRAM SERVICES FOR FISCAL YEAR 2021-2022

WHEREAS, on June 23, 2020, 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 one-year term commencing July 1, 2020 through June 30, 2021; and

WHEREAS, on October 13, 2020, the City Council approved an amendment (“Amendment No. 1”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$79,000, to increase the baseline funding from \$209,000 to \$288,000 during Fiscal Year 2020-21 only; and

WHEREAS, on October 27, 2020, the City Council approved an amendment (“Amendment No. 2”) to the Agreement to allocate Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$21,000, to increase the baseline funding from \$288,000 to \$309,000 during Fiscal Year 2020-21 only; and

WHEREAS, on November 10, 2020, the City Council approved an amendment (“Amendment No. 3”) to the Agreement to allocate Supplemental Federal Coronavirus Aid, Relief, and Economic Security Act Funding in the amount of \$95,000, to increase the baseline funding from \$309,000 to \$404,000 during Fiscal Year 2020-21 only; and

WHEREAS, on March 23, 2021, the City Council approved an amendment (“Amendment No. 4”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$65,000, to increase the baseline funding from \$404,000 to \$469,000 during fiscal year 2020-21 only; and

WHEREAS, on June 22, 2021, the City Council approved amendment (“Amendment No. 5”) to the Agreement to allocate Older Americans Act (“OAA”) baseline funding in the amount of \$216,000 for the Elderly Nutrition Program during FY 2021-22 only; and

WHEREAS, on September 14, 2021, the City Council approved amendment (“Amendment No. 6”) to the Agreement to allocate supplemental California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding in the amount of \$57,033, to increase the baseline funding from \$216,000 to \$273,033 during fiscal year 2021-22 only; and

WHEREAS, the City and County determined that an amendment (“Amendment No. 7”) to the Agreement is necessary to the Agreement to extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021; and to also extend the use of California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding from September 30, 2021 to June 30, 2022; and

WHEREAS, the City Council now desires to approve Amendment No. 7 to the Agreement to: (1) Extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021; and extend the use of California Department of Aging (“CDA”) Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding from September 30, 2021 to June 30, 2022. (2) provide for the other changes set forth in Amendment No. 7, which is attached to the staff report accompanying this Resolution as Attachment B.

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

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

SECTION 2: The City Council hereby authorizes and directs the City Manager or her designee to execute Amendment No. 7 in substantially the form attached as Attachment B to the October 26, 2021 staff report accompanying this Resolution. The Council further directs the City Manager or her designee to take all actions necessary to effectuate Amendment No. 7.

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

PASSED, APPROVED AND ADOPTED this 26th day of October, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-70 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 26th day of October, 2021 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**ELDERLY NUTRITION PROGRAM (ENP)
SUBAWARD NUMBER ENP202110
SUBAWARD PERIOD JULY 2020 – JUNE 2022**

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
510 South Vermont Avenue, 11th Floor
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 (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2022" dated July 1, 2020, 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 to extend the use of Families First Coronavirus Response Act (FFCRA) funds to December 31, 2021; and

WHEREAS, it is the intent of the parties to also amend this Subaward to extend the use of California Department of Aging (CDA) Coronavirus Aid, Relief, and Economic Security (CARES) Act funds to June 30, 2022; and

WHEREAS, it is the intent of the parties to amend this Subaward to 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. Subparagraph 5.1.4 is deleted in its entirety and replaced as follows:

5.1.4 Subaward Sum Year 2 Funding Source(s)

5.1.4.1 The Subaward Sum Year 2 for 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.

5.1.4.2 Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) original baseline funds

5.1.4.2.1 Subaward Sum: **\$1,000**

5.1.4.2.2 Service Area: Supervisorial District 1

5.1.4.2.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)

5.1.4.2.4 Allocation Letter: Fiscal Year 2021-22
Baseline Funding Allocation for Elderly
Nutrition Program Services

5.1.4.3 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.4.3.1 Subaward Sum: **\$193,000**

5.1.4.3.2 Service Area: Supervisorial District 1

- 5.1.4.3.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)
- 5.1.4.3.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.4.4 OAA Title III C-2 (Nutrition Services) original baseline funds
 - 5.1.4.4.1 Subaward Sum: **\$22,000**
 - 5.1.4.4.2 Service Area: Supervisorial District 1
 - 5.1.4.4.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with California Department of Aging contract number AP-2122-19)
 - 5.1.4.4.4 Allocation Letter: Fiscal Year 2021-22 Baseline Funding Allocation for Elderly Nutrition Program Services
- 5.1.4.5 CDA CARES Act Funds for ENP Congregate Meal Services
 - 5.1.4.5.1 Subaward Sum: **\$57,033**
 - 5.1.4.5.1.1 Subrecipient shall expend these funds before utilizing OAA Title III C-1 (Nutrition Services) funds for ENP Congregate Meal Services
 - 5.1.4.5.2 Service Area: Supervisorial District 1
 - 5.1.4.5.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with CDA Program memo No. 20-13 (Corrected) issued on July 16, 2020)
 - 5.1.4.5.4 Allocation Letter: Fiscal Year 2020-21 Funding Reallocation for Elderly Nutrition Program Services

III. Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN)

5.10.4.1 July 1, 2020 – June 30, 2021: 2001CAOASS-00; 2001CAOACM-00; 2001CAOAHD-00; 2001CAOANS-00; 2001CACMC2-00; 2001CAHDC2-00; 2001CAHDC3-00; SLT0198; 2001CASSC3-00; and, 2001CAFCC3-00

5.10.4.2 July 1, 2021 – June 30, 2022: 2101CAOASS-01; 2101CAOACM-01; 2101CAOAHD-01; 2101CAOANS-01; 2001CAHDC3-00; 2001CASSC3-00; and, 2001CAFCC3-00

IV. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action:

5.10.7.1 Original Subaward: \$209,000

5.10.7.2 Amendment One: \$79,000

5.10.7.2.1 Federal CARES Act Funds: \$15,000

5.10.7.2.2 CDA CARES Act Funds: \$64,000

5.10.7.3 Amendment Two: \$21,000

5.10.7.4 Amendment Three: \$95,000

5.10.7.5 Amendment Four: \$65,000

5.10.7.6 Amendment Five: \$216,000

5.10.7.7 Amendment Six: \$57,033

5.10.7.8 Amendment Seven: \$0

V. Subparagraph 5.10.10 is deleted in its entirety and replaced as follows:

5.10.10 Federal Award Project Description

5.10.10.1 July 1, 2020 - June 30, 2021: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; Federal Title IIIC1 CRCM and Federal Title IIIC2 CRHD; CARES Title IIIC2 HDC3; and, Federal Title IIIE 3EFL

5.10.10.2 July 1, 2021 – June 30, 2022: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title

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

ENP202110
Subaward Number

By _____ Date _____
Name of Authorized
Representative

Title

Approved as to Form:

Signature

OFFICE OF COUNTY COUNSEL

Rodrigo A. Castro-Silva, County Counsel

By _____
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized
Representative

Title

Signature



City Council Agenda Report

Agenda Item No. 9.a.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-71, AWARDING PROFESSIONAL SERVICES AGREEMENT TO ACTIVE SAN GABRIEL VALLEY TO PROVIDE PUBLIC ENGAGEMENT AND COMMUNITY ASSESSMENT SERVICES FOR THE RUSH STREET CORRIDOR ENHANCEMENT PLAN

SUMMARY: The Rush Street Corridor Enhancement Plan will study and conceptualize the City of South El Monte's Rush Street, as a redesigned multi-modal corridor that engages the surrounding neighborhoods to participate in active modes of transportation. The resulting plan will help the City create a safe multi-modal corridor that will better connect residents and businesses throughout the City.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 21-71, awarding a professional services agreement in the amount of \$102,831, to Active San Gabriel Valley (ASGV) to provide public engagement and community assessment services for the Rush Street Corridor Enhancement Plan.

FISCAL IMPACT: The project will be partially funded by the California Air resources Board (CARB) Grant funds and a local match requirement in the amount of \$7,904.38 in Measure M funds. Council previously approved the grant agreement and funding on April 27, 2021.

DISCUSSION: In August 2020, the City, in partnership with ASGV, submitted an Implementation of Planning and Capacity Building Grant Proposal for the Sustainable Transportation Equity Project (STEP).

In October 2020, the City received a grant award from CARB in the amount of \$205,108.50 (plus a required resource contribution of \$7,904.38) for the STEP grant for the Rush Street Corridor Enhancement Plan.

On April 27, 2021, the City Council approved a Grant Agreement for the CARB Sustainable Transportation Equity Project grant award.

The Rush Street Corridor Enhancement Plan will conceptualize and design Rush Street as a rejuvenated multimodal corridor that engages surrounding neighborhoods to participate in active transportation modes of travel. Rush Street is a major east-west arterial road running through the heart of the City of South El Monte, providing connections to schools, businesses, and other important destinations. The resulting plan will help the City create a safe multi-modal corridor that will connect residents and businesses throughout the City.

The project will examine traffic calming strategies, including but not limited to: protected bike lanes, dedicated rapid transit lanes, smart bus stops, and ADA improvements. These improvements are necessary to increase pedestrian safety, augment the City's existing bicycle network, and help improve public transit quality along Rush Street, all of which align with existing State and regional goals of reducing single-occupant motor vehicle trips and improving safety for all roadway users.

As the sub-applicant, ASGV worked directly with the City of South El Monte in a joint effort to complete the grant proposal. ASGV will also be responsible for providing certain tasks on this project. Specifically, ASGV will facilitate and coordinate public engagement and the identification of needs, assist with the selection of a sub-consultant, and track and report data throughout the completion of this project.

Therefore, staff recommends that the City Council direct the City Manager or designee to execute a Professional Services Agreement (Attachment B) with ASGV to begin implementation of the project.

ATTACHMENT(S):

- A. Resolution No. 21-71
- B. Professional Services Agreement

Attachment A

RESOLUTION NO. 21-71

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING PROFESSIONAL SERVICES AGREEMENT TO
ACTIVE SAN GABRIEL VALLEY TO PROVIDE PUBLIC
ENGAGEMENT AND COMMUNITY ASSESSMENT
SERVICES FOR THE RUSH STREET CORRIDOR
ENHANCEMENT PLAN

WHEREAS, in August 2020, the City, in partnership with Active San Gabriel Valley (ASGV), submitted an Implementation of Planning and Capacity Building Grant Proposal for the Sustainable Transportation Equity Project (STEP); and

WHEREAS, in October 2020, the City received a grant award from California Air Resources Board (CARB) in the amount of \$205,108.50 (plus a required resource contribution of \$7,904.38) for the Rush Street Corridor Enhancement Plan; and

WHEREAS, the Grant Agreement for the CARB Sustainable Transportation Equity Project grant award was approved by City Council on April 27, 2021; and

WHEREAS, in its proposal, the City listed Active San Gabriel Valley as a sub-grantee to implement the proposal; and

WHEREAS, the City needs to enter into an agreement with Active San Gabriel Valley in order to implement the project.

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

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

SECTION 2. The City Council hereby authorizes the City Manager or designee to execute a professional services agreement with Active San Gabriel Valley in the amount of \$102,831. The Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 26th day of October, 2021.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

01257.0001/746633.2

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 21-71 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 26th day of October, 2021, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

ACTIVE SAN GABRIEL VALLEY

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
ACTIVE SAN GABRIEL VALLEY**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2021 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and Active San Gabriel Valley, a 501(c)3 non-profit corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City submitted a proposal for the California Air Resources Board’s (“CARB”) Sustainable Transportation Equity Project (“STEP”) grant for the South El Monte Rush Street Corridor Enhancement Plan. City’s Proposal is attached hereto as **Exhibit A**.

B. The City was selected as a Grantee; and City and the CARB entered into a Grant Agreement on May 12, 2021. The Grant Agreement is attached hereto as **Exhibit B**.

C. In the City’s proposal, the City listed Active San Gabriel Valley (“Active SGV”) as a sub-grantee to implement the proposal.

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

E. The Parties desire to formalize sub-grantee Active SGV’s performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents,

plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Two Thousand, Eight Hundred Thirty-One

Dollars (\$102,831) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for one (1) additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

David Diaz
(Name)

Executive Director
(Title)

Wess Reutinmann
(Name)

Special Programs Director
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be the Community Development Director or such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City

Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of

uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other

appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

ACTIVE SAN GABRIEL VALLEY, a nonprofit corporation

By: _____
Name: David Diaz _____
Title: Chief Executive Officer _____

By: _____
Name: Wes Reutimann _____
Title: Secretary _____

**Address: 10900 Mulhall St.
El Monte, California, 91731**

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

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

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Proposal Administration:

- A. The Consultant’s key project personnel, in collaboration with California Air Resources Board (“CARB”) Project Liaison, shall plan, conduct, and attend an initial meeting with CARB staff following execution of this Agreement. Topics for discussion may include, but not be limited to, the following:
 - a. Project tasks, timelines, and milestones
 - b. Project design and community engagement, outreach, and education activities
 - c. Content and format for quarterly reports and final reports
 - d. Schedule for ongoing coordination meetings
 - e. Participant surveys and reporting
 - f. Other items as necessary
- B. Consultant shall hold at least quarterly coordination and review meetings with the CARB Project Liaison to discuss project status, as well as a final meeting, or conference call pending CARB Project Liaison approval shall be held at the conclusion of the project. The Consultant’s key project personnel will participate in meetings with CARB staff. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Consultant and should contain:
 - a. Agenda for the meeting with online meeting information provided prior to the meeting
 - b. Discussion of project activities, deliverables, schedule, and milestones
 - c. Discussion of any difficulties encountered since the last project update
 - d. Concerns or questions requiring resolution from CARB
 - e. Notification of any pending disbursement requests.
- C. Consultant shall coordinate the next project coordination meeting to coordinate with other CARB projects (e.g., Access Clean California formerly One Stop Shop, Clean Mobility Options Voucher Pilot Program) where appropriate and as requested by CARB.
- D. Consultant shall coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure tab of the City’s STEP Grant Proposal application. This must include:
 - a. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The

Consultant is responsible for keeping CARB informed of progress on the project

- b. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
 - c. Accessible public meetings to share progress and receive feedback on project implementation and design
 - d. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
 - e. Incentivize participation of all project partners, including Community Partners, appropriately.
- E. Consultant shall be in regular communication with all subcontractors, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Consultant is responsible for keeping CARB informed of progress on the project.
- F. Consultant shall be in regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design.
- G. Consultant shall hold accessible public meetings to share progress and receive feedback on project implementation and design and provide updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project.
- H. Consultant shall appropriately incentivize participation of all project partners, including Community Partners.
- I. Consultant shall directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents.
- J. Consultant shall ensure that funded activities focus on engaging community residents located or involved in the STEP Community.
- K. Consultant shall use community engagement methods recommended in the Community Inclusion Guidance.
- L. Consultant shall develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.

- M. Consultant shall conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents.
- N. Consultant shall focus on engaging hard-to-reach residents whose interests have historically been under-represented.
- O. Consultant shall ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly, if timeline allows.
- P. Consultant shall develop plans for community engagement activities, either as part of the Status Reports or as stand-alone plans.
- Q. Consultant shall ensure that all community engagement plans have been approved by CARB prior to implementation.
- R. Consultant shall conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes.
- S. Consultant shall ensure that funded activities focus on reaching out to or educating community residents located or involved in the STEP Community.
- T. Consultant shall use outreach and education methods recommended in the Community Inclusion Guidance.
- U. Consultant shall conduct outreach and education activities that meet the needs of the residents, such as translating materials and creating events at times that are convenient to community residents.
- V. Consultant shall ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- W. Consultant shall develop plans for outreach and education activities, either as part of the Status Reports or as stand-alone plans.
- X. Consultant shall ensure all outreach, education, and press materials and outreach and education plans have been approved by CARB and adhere to the California Climate Investments guidelines, as identified in Exhibit A, Section B of this Grant Agreement, prior to implementation.
- Y. Consultant shall develop Policies and Procedures Manuals. Such documents and process flow charts should describe the Consultant's administrative actions for evaluating and processing project participants and data gathering and reporting for all aspects of the project. Examples include, but are not limited to:

- a. Organizational charts
 - b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - c. Community engagement, outreach, and education
 - d. Participant information
 - e. Data collection and reporting
 - f. Develop and maintain accounting procedures to track expenditures by:
 - g. Grant Agreement number
 - h. Fiscal year
 - i. Funding source
 - j. Provisions to protect against conflict of interest
 - k. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.
 - l. Provisions to protect personally identifiable information.
- Z. Consultant shall establish and maintain records on items that include, but are not limited to, participants and events as follows:
- a. Identify participant data that are confidential and develop measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential.
 - b. Record the physical address and census tracts of each event location.
 - c. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.
 - d. Develop and enforce security measures to safeguard project database(s).
 - e. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - f. Retain files during the term of the Agreement plus three years after the Term expires.
 - g. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.
- AA. Consultant shall document and track expenditures, as defined in Exhibit A, Section G of the Grant Agreement.
- BB. Consultant shall, as defined in Exhibit A, Section I of the Grant Agreement, report on and assess progress throughout project implementation via the participant and project metrics identified in Appendix H, Status Reports, and the Final Report. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' potential future impacts on behavior change, vehicles miles traveled, and equity.

- CC. Consultant shall develop plans for the collection of data, either as part of the Status Reports or as stand-alone plans, and carry out those plans using appropriate metrics and tools. Ensure that all data collection plans have been approved by CARB.
- DD. Consultant shall coordinate with CARB to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, Consultant shall collect participant metrics prior to launch of a new project, midway through a project, and at the end for Final Report reporting.
- EE. Consultant shall track and report metrics, such as, but not limited to, the information outlined in Appendix H of the Grant Solicitation Package in Exhibit D and report these data at least quarterly.
- FF. Consultant shall participate in third-party research projects as requested by CARB.
- GG. Consultant shall submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis, if necessary, to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Section I of the Grant Agreement.
- HH. Consultant shall submit a Final Report within 90 days of CARB receiving the draft Final Report or by August 5, 2024, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by May 5, 2024, whichever comes first.
- II. Consultant shall implement the project defined in the City's Grant Proposal. Any modifications to or additional design of the project shall be approved by CARB and incorporate community decision making.
- JJ. Project design may include a combination of the elements described in Appendix E of the Grant Solicitation Package in Exhibit D.
- KK. The Consultant's project shall meet applicable State laws and STEP's objectives, which includes addressing a community-identified transportation need, supporting increasing access to key destinations, facilitating or achieving GHG emission reductions.
- LL. The Consultant's project shall meet all requirements specified in Appendix E of the Grant Solicitation.

- MM. The Consultant's project shall meet applicable requirements of statutes; applicable State law; the FY 2019-20 Funding Plan; the FY 2019-20 STEP Planning and Capacity Building Grant Solicitation; this Grant Agreement; and all Attachments, Exhibits, and Appendices to the Grant Agreement.

Community Engagement

- NN. Consultant shall actively engage community residents throughout the project period to ensure that the design, implementation, and resulting plan reflect and address the needs and preferences of residents; direct and lead outreach efforts; develop and implement a community engagement methodology (based on best practices identified in the STEP Community Inclusion Guidance as well as direct experience of project team members) that will directly and actively engage community residents throughout project implementation to ensure that project design and implementation meet the needs of the residents.
- OO. Consultant shall develop Stakeholder Engagement Plan to communicate with project stakeholders to achieve their support for the project.
- PP. Consultant shall draft and prepare agenda for community public meeting/workshop.
- QQ. Consultant shall hold 3 public workshops to inform the community about the project's status and accomplishments, and solicit feedback that will be integrated into the study/plan.
- RR. Consultant shall facilitate and coordinate public engagement and the identification of needs.
- SS. Consultant shall hold several listening sessions for residents within the ¼ mile radius around the Rush Street corridor to evaluate the success of community engagement activities.
- TT. Consultant shall reach out to community participants who are willing to spend more time discussing their feedback to proposed projects via phone calls and direct mailers.
- UU. Consultant shall prepare and distribute community engagement feedback survey to identify current multimodal transportation needs of the community particularly bus and active transportation options (walking and cycling).
- VV. Consultant shall distribute the survey at the public workshops and online, and well as send out direct mailers to hard-to-reach local businesses and residents within the ¼ mile of Rush Street corridor.

- WW. Consultant shall analyze and disaggregate data from survey respondents and post the results of the online surveys on the webpages or on a webpage dedicated to the STEP Rush Street Corridor Report.
- XX. Consultant shall introduce the Rush Street Enhancement Plan project to the public, define project parameters, inform the community of project opportunities and constraints.
- YY. Consultant shall organize and coordinate with Community Based Organizations (CBO) in 3 community workshops - 1 workshop every three months (via online platform if COVID-19 social distancing guidelines are still in place) and post the workshop summaries online.
- ZZ. Consultant shall provide the translated presentation materials to residents who attend listening sessions and focus groups.
- AAA. Consultant shall present the possible streetscape maps and design alternatives and gather the information from the meeting and prepare it for dissemination.
- BBB. Consultant shall prepare multi-pronged, multi-lingual Community Engagement Outreach Materials, such as printing outreach materials, fliers, and brochures.
- CCC. Consultant shall design digital engagement tools such as website, social media, newsletter, video board, and advertisements.
- DDD. Consultant shall translate education material into Spanish, Vietnamese, and Tagalog.
- EEE. The City shall oversee the contract to a consultant that will be selected work on the Rush St. corridor plan and provide administrative support to the Consultant on their community engagement work
- FFF. Consultant shall prepare PowerPoint presentation, workshop summary, photos, and exhibits.
- GGG. Consultant shall track and maintain outreach and education activities in disaggregated formats by basic demographic data (e.g., gender, race/ethnicity, age, income).
- HHH. Consultant shall hold several listening sessions for residents within the ¼-mile radius around the Rush Street corridor to groundtruth their findings from outreach and education activities.

Develop a Request for Proposal (RFP) and Select Consultant

- III. Develop a scope of work and Request for Proposals (RFP). Issue the RFP, evaluate proposals, and determine the most qualified Consultant(s) following its regular procurement process and any applicable competitive procurement requirements. Award a contract to the successful Consultant and will conduct a kick-off meeting with the Consultant and the Project Team to discuss the tasks, timeline, and Stakeholder Engagement Plan (see Task 2.1)
- JJJ. Participate in the development of an RFP to solicit proposals from consultants who will coordinate and be responsible for various other tasks as part of the scope of services.
- KKK. Participate in the RFP process, which may include RFP advertisement, responding to questions from consultants, and conducting the virtual pre-proposal meetings to provide clarification during the advertisement.
- LLL. Participate in proposal reviews and interviews with high ranked consultants (if needed), conduct contract negotiations with the selected consultant.

Data Tracking and Reporting

- MMM. Consultant shall maintain data collection from (surveys, questionnaires, etc.) throughout the community engagement, outreach, and education tasks.
- NNN. Consultant shall track, analyze, review, and disaggregate data collected throughout the project period and use the collected data for the evaluation of the outreach effort, and to develop the Corridor Enhancement Plan.
- OOO. Consultant shall report the data collected to CARB quarterly basis.

Project Close-Out

- PPP. Consultant shall prepare the project closeout documents including the staff report, finalized corridor enhancement plan, final reports, project summary/lessons learned, photos, and other closeout documents.
- QQQ. Consultant shall submit a final close-out to CARB.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
 - A. Reports as applicable to the tasks
 - B. Correspondence describing tasks and finding

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
 - A. Regular e-mail updates
 - B. Verbal updates by phone or in person, as requested by the City
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the Services:
 - A. David Diaz, Executive Director
 - B. Wesley Reutimann, Special Programs Director
 - C. Amy J. Wong, Program Specialist
 - D. Andrew Fung Yip, Program Specialist
 - E. Andrea Jaramillo, Communications Manager
 - F. Adriana Pinedo, Community Engagement Specialist
 - G. Carly Curiel, Community Engagement Specialist
 - H. Francisco Ojeda, Outreach Associate

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

	TASK	SUB- BUDGET
A - MM	Proposal Administration	\$14,400.00
NN- HHH	Community Engagement	\$67,450.98
III-LLL	Develop (RFP) and Select Consultant	\$3,000.00
MMM- OOO	Data Tracking and Reporting	\$4,324.68
PPP- QQQ	Project Close-out	\$13,655.31
	Total Cost	\$102,831

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1. (Not applicable.)**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

	TASK	<u>DEADLINE DATE</u>
AA - MM	Proposal Administration	11/1/2023
NN- HHH	Community Engagement - Develop Stakeholder Engagement Plan	11/1/2021
UU- WW	Community Engagement - Survey	12/30/2021
XX - AAA	Community Engagement – Public Workshops	9/1/2022
BBB - DDD	Community Engagement – Prepare materials for Community Outreach	9/1/2022
EEE- HHH	Community Engagement - Administration	9/1/2022
III- LLL	Develop an RFP and select consultant	1/31/2022
MMM- OOO	Data Tracking and Reporting	11/1/2023
PPP- QQQ	Project Close-out	11/1/2023

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

Deliverable dates will be communicated and decided between the City and the Consultant.

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



City Council Agenda Report

Agenda Item No. 12.a.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Mayor Pro Tem Richard Angel

1. Discussion on hosting a City Employee Family Picnic

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.b.

DATE: October 26, 2021

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Mayor Gloria Olmos

1. Follow up on Proposed City Farmers Market

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: October 26, 2021

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR
AGENCY MEETING MINUTES FOR SEPTEMBER 28, 2021

SUMMARY: Staff is requesting approval of the Minutes of the September 28, 2021 Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of September 28, 2021.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. September 28, 2021 Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, September 28, 2021 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

Pursuant to Government Code Section 54952.3, Board Members do not receive any compensation or stipend for attending the Successor Agency meeting

16. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 8:28 p.m.

PRESENT: Board Member(s): Acosta, Delgado (via zoom), Retamoza, Vice Chair Angel, and Chair Olmos.

STAFF PRESENT: Rachel Barbosa, Executive Director; Donna G. Schwartz, Secretary; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; and Paola Lara, Deputy City Clerk.

Pursuant to Government Code Section 54953, Subdivision (B) and Governor Newsom's Executive Order N-25-20, dated March 12, 2020, and Executive Order N-29-20, dated March 17, 2020, Zoom Webinar was provided for the Public.

17. APPROVAL OF AGENDA

A motion was made by Vice Chair Angel, seconded by Board Member Acosta to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Delgado, Retamoza, Vice Chair Angel, and Chair Olmos.

NAYS: None

18. PUBLIC COMMENTS

Chairperson Olmos opened public comment, there being none, closed public comment.

19. CONSENT CALENDAR

A motion was made by Board Member Acosta, seconded by Board Member Retamoza to approve the Consent Calendar. Motion carried 5-0, by the following vote:

AYES: Board Member(s): Acosta, Delgado, Retamoza, Vice Chair Angel,
and Chair Olmos.

NAYS: None

19.a. Approved the Regular Successor Agency Meeting Minutes of July 27,
2021.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:30 p.m. Chair Olmos
adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair



Successor Agency Agenda Report

Agenda Item No. 19.b.

DATE: October 26, 2021

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK SUCCESSOR AGENCY MEETING DATES

SUMMARY: Staff is requesting the Successor Agency Board consider "going dark" on Tuesday, November 23, 2021 due to the Thanksgiving holiday and on Tuesday, December 28, 2021 due to the Christmas holiday.

RECOMMENDED ACTION: Staff recommends the Successor Agency Board "goes dark" on November 23, 2021 and December 28, 2021, due to the Thanksgiving and Christmas holidays.

FISCAL IMPACT:

DISCUSSION: Each year the Successor Agency takes a recess and does not hold a second meeting in the months of November and December. If there is a need, a special meeting can be held during either month.

ATTACHMENT(S):

None