

Gloria Olmos, Mayor
Manuel Acosta, Mayor Pro Tem
Richard Angel, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Rachel Barbosa, City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

February 8, 2022, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

(Via Zoom Webinar Only; Due to Covid-19 Pandemic and AB 361, City Council Chambers is Temporarily Closed to the Public)

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

On September 16, 2021, Governor Newsom signed AB 361, which modified the Brown Act to allow for teleconferencing participation at local legislative body public meetings during a proclaimed state of emergency. Pursuant to Government Code Section 54953(e) as amended by AB 361, City Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically available to all members of the public seeking to observe and to address the local legislative body. Public participation will be allowed via the information below.

TO VIEW LIVE MEETING, USE ZOOM LINK BELOW

Join Zoom Meeting (View and/or Participate ONLY during PUBLIC COMMENT)

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

Webinar ID: 865 8171 1880

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

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.(3), 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.

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) 274-4842

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

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

Pastor Charlie Corum, South El Monte Community Outreach

4. PRESENTATIONS - None

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

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

6. PUBLIC COMMENT

Speakers may provide public comments on any matter 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 JANUARY 25, 2022

Staff is requesting approval of Minutes for the January 25, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of January 25, 2022.

CONSENT CALENDAR (CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-08, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 26, 2022, THROUGH FEBRUARY 8, 2022

Authorizing payment of City expenditures for the period of January 26, 2022 through February 8, 2022 totaling \$571,088.34

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-08, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-10, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR CALRECYCLE'S SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

On January 4, 2022, the Department of Resources Recycling and Recovery (CalRecycle) published a Notice of Funding Availability for the SB 1383 Local Assistance Grant Program ("Grant Program"). This non-competitive grant program will provide one-time funding to eligible local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. The City Council must adopt a resolution ratifying the City's submission of an application for the Grant Program, and if awarded, authorization for the City Manager to execute the grant agreement, and take all steps necessary to implement the grant.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-10, ratifying the City's submittal of the Grant Program application, and if awarded, authorization for the City Manager to execute the grant agreement, and take all steps necessary to implement the grant.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-11, 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 PERIOD OF FEBRUARY 8, 2022 THROUGH MARCH 9, 2022

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-11 proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of February 8, 2022 through March 9, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-11, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period of February 8, 2022 through March 9, 2022.

CONSENT CALENDAR (CONTINUED)

7.e. ADOPTION OF ORDINANCE NO. 1255, AMENDING THE ZONING DESIGNATION FOR PROPERTIES LOCATED AT 2727 ROSEMEAD BOULEVARD, 9340-9352 MABEL AVENUE, AND APNS 5281-002-009 AND 5281-002-011

At a regular City Council meeting on Tuesday, January 25, 2022, City Council waived first reading and introduced Ordinance No. 1255, amending the zoning designation for properties located at 2727 Rosemead Boulevard, 9340-9352 Mabel Avenue, and APNs 5281-002-009 and 5281-002-011.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1255.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF CONVERTING EXISTING TENNIS COURT TO A MULTIUSE COURT THAT CAN BE USED FOR TENNIS AND PICKLEBALL

The Community Services Department established a need based on community demand, to add pickleball courts to the existing tennis court located at the Community Center.

RECOMMENDED ACTION: Staff recommends City Council consider the approval of converting the existing tennis court to a multiuse court that can be used for tennis and pickleball.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-12, AUTHORIZING THE JOINT APPLICATION FOR RECEIPT OF AND IMPLEMENTATION OF THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) HOMEKEY ROUND 2 GRANT PROGRAM

The Back Home Initiative (BHI) is a concept born out of our Mid-Valley Collaborative Homeless Team between the cities of South El Monte, El Monte and Baldwin Park. The State Homekey Round 2 grant would fund the BHI program up to 150 ADUs within the three cities. There is no local agency match required for this grant.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-12, approving the joint application with El Monte and Baldwin Park for the State Homekey Round 2 grant to fund the building and maintenance of 150 ADUs.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-13, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KOA CORPORATION TO PREPARE 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. 22-13, awarding a professional services agreement in the amount of \$107,861.80, to KOA Corporation to provide survey of existing conditions, project design and preparation of the Rush Street Corridor Enhancement Plan.

9.d. CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO ADVERTISE NOTICE INVITING BIDS (NIB) FOR THE MERCED AVENUE GREENWAY IMPROVEMENTS PROJECT

The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) and Best Management Practices (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff. Plans, specifications and estimates (referred to as the construction bid package or as the PS&E package) are prepared, and the project is ready to be advertised for construction bids.

RECOMMENDED ACTION: Staff recommends City Council authorize advertising the Notice Inviting Bids (NIB) for the Merced Avenue Greenway Improvements Project.

9.e. PRESENTATION ON ANALYSIS OF REFINANCING THE CALPERS UNFUNDED PENSION LIABILITY

The City's Financial Advisor, Kosmont Transaction Services, developed an analysis that shows the City can achieve \$1.5 million in cash flow savings. This is based upon financing the existing CalPERS unfunded pension liability with debt. The proceeds collected from the debt issuance will be used to fund the CalPERS unfunded pension liability.

RECOMMENDED ACTION: Staff is seeking authorization to proceed with bond financing of the CalPERS unfunded pension obligation.

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

11.a. LETTER FROM THE MONTEBELLO BREWERS BASEBALL CORPORATION REQUESTING A LONG TERM RESERVATION, APPROVAL TO HOST THREE BASEBALL TOURNAMENTS, AND FEE WAIVER FOR THE USE OF FIELDS AT NEW TEMPLE AND SHIVELY PARK

The Montebello Brewers Baseball Corporation (MBBC) are requesting a long-term facility reservation from February to December 2022, approval of three (3) baseball tournaments, and a reservation fee waiver for the use of the New Temple Park fields and Shively Park fields Monday through Friday from 6:00 p.m. to 8:30 p.m. and Saturdays and Sundays from 8:00 a.m. to 6:00 p.m. to host scheduled practices, games, and tournaments.

RECOMMENDED ACTION: Staff recommends City Council discuss and take action on the request by the MBBC for a long-term reservation, approval to host three (3) baseball tournaments and fee waiver in the total amount of \$63,625.00

12. COUNCILMEMBERS' AGENDA

12.a. Mayor Pro Tem Manuel Acosta

1. Identify, Submit and Approve Permits for Various Community Organizations and their Annual Events.
2. Report on Feasibility of Opening the Aquatic Center in March (at minimum start water aerobics and lap swim program in the mornings).
3. Feasibility of Starting the Monthly Community Bike Rides on Saturday Mornings Beginning in March.

12.b. Councilmember Hector Delgado

1. Consideration of Developing an Inclusionary Housing Component into our City Code to Allow for more Affordable Opportunities for our Community.

13. CLOSED SESSION - None

14. ADJOURNMENT

Tuesday, February 22, 2022, 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 3rd day of February 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 7.a.

DATE: February 8, 2022

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 JANUARY 25, 2022

SUMMARY: Staff is requesting approval of Minutes for the January 25, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of January 25, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. January 25, 2022 Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 25, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:02 PM

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

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

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

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

3. INVOCATION – Paola Lara, Deputy City Clerk for the City of South El Monte, offered the Invocation.

4. PRESENTATIONS:

- 4.a.** Mayor Olmos and City Council presented plaques to City Employees for their 5, 10, and 30 years of service with the City of South El Monte.
- 4.b.** Mayor Olmos and City Council presented “Certificates of Recognition” to the 2021 Holiday Home Decorating Contest Winners for the categories: Most Animated, Most Holiday Spirit, Best Use of Lights, and Best Overall.
- 4.c.** Mayor Olmos and City Council presented a plaque to Retired Chief Coronne Jacob for her 32 years of service with the Los Angeles County Sheriff’s Department.
- 4.d.** City Council received a report from the Sheriff’s Department and discussed matters concerning law enforcement in the city for the month of December.
- 4.e.** City Council received a report from Community Development Director Colby Cataldi on Code Enforcement and Public Safety activities for the month of December.

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

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Retamoza to approve the agenda. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Amanda Mejia, Athens Services, thanked the City and staff for working with them and offered her assistance to the City.

There being no one else wishing to speak, Mayor Olmos closed public comment.

7. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Retamoza to approve the Consent Calendar. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

- 7.a. Approved Minutes for the Regular City Council Meeting held January 11, 2022.

- 7.b. Adopted Resolution No. 22-07, approving warrants for the period of January 12, 2022, through January 25, 2022, totaling \$1,178,920.23

8. PUBLIC HEARINGS

- 8.a. **CONTINUED FROM THE REGULAR CITY COUNCIL MEETING OF JANUARY 11, 2022 - CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-05, ADOPTING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT AND APPROVE ORDINANCE NO. 1255 FOR A PROPOSED ZONE CHANGE AND AFFORDABLE HOUSING AGREEMENT; AND RESOLUTION NO 22-09 AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT REGARDING AFFORDABLE HOUSING UNITS**

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor read the title of the Ordinance and announced the public hearing had previously been opened and closed at the January 11, 2022, City Council meeting.

Community Development Director Colby Cataldi presented the staff report.

Mayor Olmos allowed public comment, Council concurred.

Public Comment

1. David Gutierrez, applicant, commented on the effort that was made to work with City staff to satisfy Council's request for more affordable housing units and they are excited for this project.

A motion was made by Councilmember Delgado, seconded by Councilmember Retamoza to adopt Resolution No. 22-05, adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and General Plan Amendment; introduce Ordinance No. 1255, amending the zoning designation for properties located at 2727 Rosemead Boulevard and 9340-9352 Mabel Avenue; and adopt Resolution No. 22-09, authorizing the City Manager to enter into an agreement regarding 8 affordable housing units. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Angel, Delgado, Retamoza, Mayor Pro Tem Acosta,
and Mayor Olmos
NAYS: Councilmember(s): None

9. GENERAL BUSINESS

9.a. UPDATE ON HOMELESSNESS SERVICES

Mayor Olmos announced the item.

City Manager Rachel Barbosa presented the staff report and a PowerPoint. Ms. Barbosa introduced Homelessness Coordinator Richard Corral who provided additional information on the Back Home Initiative.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado to receive and file the report. Motion carried 5-0 by the following vote:

AYES: Councilmember(s): Acosta, Delgado, Retamoza, Mayor Pro Tem Angel,
and Mayor Olmos
NAYS: Councilmember(s): None

9.b. CONSIDERATION AND APPROVAL OF 2022 CITY SPECIALS EVENTS CALENDAR

Mayor Olmos announced the item.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Acosta, to approve the 2022 City Special Events Calendar. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

Mayor Olmos called for a recess at 7:23 p.m. and reconvened the meeting at 7:26 p.m.

9.c. FISCAL YEAR 2021-22 MID-YEAR BUDGET UPDATE

Mayor Olmos announced the item.

Interim Finance Director William Fox presented the staff report along with a PowerPoint.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado, to receive and file the report. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

0. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Councilmember Retamoza, nothing to report.

Councilmember Delgado, nothing to report.

Councilmember Angel, nothing to report.

Mayor Pro Tem Acosta, announced his attendance at Captain Mark Reyes' Coffee with a Captain event.

Mayor Olmos, announced her attendance at Captain Mark Reyes' Coffee with a Captain event.

11. CORRESPONDENCE:

11.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE REQUESTING A FACILITY RESERVATION FEE WAIVER FOR THE USE OF NEW TEMPLE PARK FIELDS AND SNACK BAR, MARY VAN DYKE COMMUNITY ROOM, AND COMMUNITY CENTER GYMNASIUM

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado, to approve the facility reservation fee waiver requested by South El Monte National Little League in the amount of \$53,000.00. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

12. COUNCILMEMBERS' AGENDA

12.a. MAYOR GLORIA OLMOS

1. Create a City Commission for Women and Girls through the California Commission on the Status of Women and Girls (CCSWG) Women's Recovery Response Grant.

Mayor Olmos announced there was a grant opportunity that would fund the creation of a city commission to empower women and girls. City Attorney Anthony R. Taylor stated if the grant is awarded staff would bring back a report to City Council with a resolution to accept the funds and create the commission.

Mayor Olmos directed the City Manager to enter into a grant writing services agreement to apply for the CCSWG Women's Recovery Response Grant. Council concurred.

13. CLOSED SESSION: None.

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 7:22 p.m. to the Successor Agency meeting.

Mayor Olmos reconvened the City Council meeting at 7:26 p.m.

15. ADJOURN COUNCIL MEETING

There being no further business coming before this body, at 8:00 p.m. Mayor Olmos adjourned the meeting to a regular meeting on Tuesday, February 8, 2022, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: February 8, 2022

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. 22-08, APPROVING WARRANTS FOR THE PERIOD OF JANUARY 26, 2022, THROUGH FEBRUARY 8, 2022

SUMMARY: Authorizing payment of City expenditures for the period of January 26, 2022 through February 8, 2022 totaling \$571,088.34

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-08, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-08
- B. Warrants

RESOLUTION NO. 22-08

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JANUARY 26, 2022 THROUGH FEBRUARY 8,
2022 TOTALING \$571,088.34

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 21/22	Electronic Warrants	01/26/2022-02/08/2022	5268-5285	\$154,618.54
FY 21/22	Hand Typed Warrants	01/26/2022-02/08/2022	139001-139008	\$23,416.92
FY 21/22	Regular Warrants	01/26/2022-02/08/2022	139009-139091	\$271,152.73
Payroll	Check	PPE 01/22/2022	27569-27575	\$6,417.36
Payroll	Direct Deposit	PPE 01/22/2022	800017-800112	\$115,482.79

TOTAL EXPENDITURES RESOLUTION NO. 22-08 \$571,088.34

PASSED, APPROVED, AND ADOPTED this 8th day of February 2022.

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. 22-08, 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 8th day of February 2022, 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 2/8/2022

Date: 2/2/2022

Time: 03:29PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	AFLAC WORLDWIDE HEADQUARTERS	5277	1/31/2022	JAN'22 BILL PERIOD	1,686.96
						\$1,686.96
22	05	BLUE SHIELD OF CALIF & HEALTH	5278	1/31/2022	FEB'22 VISION	758.60
						\$758.60
22	011001050	CALPERS	5268	1/26/2022	FEB'22 RETIRED ADMIN	13.84
22	011001050		5268	1/26/2022	FEB'22 ACTIVE ADMIN	143.53
22	011001050		5268	1/26/2022	FEB'22 RETIRED HEALTH	1,192.00
22	05		5268	1/26/2022	FEB'22 ACTIVE HEALTH	57,411.73
						\$58,761.10
22	05	CALPERS RETIREMENT	5269	1/26/2022	JAN'22 COUNCIL 27216	115.51
22	05		5270	1/26/2022	PPE 1/8/22 PLAN 23047	1,989.13
22	05		5270	1/26/2022	PPE 1/8/22 PLAN 685	9,288.15
22	05		5270	1/26/2022	PPE 1/8/22 PLAN 27216	10,576.99
						\$21,969.78
22	05	DEPARTMENT OF THE TREASURY	5279	1/31/2022	PPE 1/22/22 MED	5,080.96
22	05		5279	1/31/2022	PPE 1/22/22 FEDERAL	15,392.12
22	05		5279	1/31/2022	PPE 1/22/22 FICA	21,725.24
						\$42,198.32
22	05	EMPLOYMENT DEVELOPMENT DEPT.	5280	1/31/2022	PPE1/22 UITAX WTHD'G	2,976.46
22	05		5280	1/31/2022	PPE1/22 STATE WTHD'G	7,484.58
22	05		5280	1/31/2022	PPE1/22 TNG WTHD'G	154.98
						\$10,616.02
22	05	EXPERT PAY- SDU	5285	1/31/2022	PPE 1/22 CASE 1457313	603.50
22	05		5285	1/31/2022	PPE 1/22 CASE 2135289	646.15
22	05		5285	1/31/2022	PPE 1/22 CASE 0980438	150.00
						\$1,399.65
22	011601620	HOME DEPOT CREDIT SERVICES	5271	1/26/2022	XMAS TREE/SCTR	93.03
22	011701710		5271	1/26/2022	XMAS TREE/CHALL	93.03
22	011701720		5271	1/26/2022	XMAS TREE/YARD	93.03
22	011601630		5271	1/26/2022	DRILL BITS	164.18
22	011701710		5271	1/26/2022	XMAS TREE/PSO	93.04
22	011511543		5271	1/26/2022	CCTR CITY EVENT SUP	141.22
22	011601620		5271	1/26/2022	SUP FOR GAZEBO/SCTR	149.87
22	011701760		5271	1/26/2022	STREET GRAFFITI TOOLS	156.44
22	448008040		5271	1/26/2022	BUS SHLETER TRASH CAN	170.34
22	011701740		5271	1/26/2022	BUILDING REPAIR SUP	236.40
22	448008040		5271	1/26/2022	BUS SHELTER TRASH CAN	236.91
22	011511543		5271	1/26/2022	CCTR CITY EVENT SUP	262.65
22	011701710		5271	1/26/2022	BASEMENT FILE STORAGE	13.10
22	011601670		5271	1/26/2022	3 CANS SPRAY PAINT	22.93
22	011701740		5271	1/26/2022	CHANNEL LOCK PILERS	22.96
22	011701760		5271	1/26/2022	STREET BANNER FIX SUP	23.99
22	011701710		5271	1/26/2022	PRINTER CORDS	26.24
22	011601630		5271	1/26/2022	ELECTRICAL BOX SUP	27.98
22	011701710		5271	1/26/2022	BASEMENT FILE STORAGE	32.89

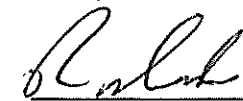
City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:29PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011511546	HOME DEPOT CREDIT SERVICES...	5271	1/26/2022	TOY DRIVE SUPPLIES	39.07
22	011601610		5271	1/26/2022	CCTR BATHROOM RPR SUP	39.61
22	011601620		5271	1/26/2022	FITNESS ROOM SUP	42.76
22	011601620		5271	1/26/2022	ANDRES OFFICE PAINT	48.94
22	011701710		5271	1/26/2022	CHALL DOOR FASTENERS	49.97
22	011701710		5271	1/26/2022	XMAS PLANTS/CHALL	50.20
22	011601620		5271	1/26/2022	ROOF FIX SUP/SCTR	76.91
22	011601610		5271	1/26/2022	XMAS PLANTS/CCTR	78.64
22	011701760		5271	1/26/2022	STREET CEMENT TOOLS	83.83
22	011601610		5271	1/26/2022	XMAS TREE/CCTR	93.03
						\$2,663.19
22	011511543	SAM'S CLUB DIRECT	5272	1/26/2022	TREE LIGHTING SUP	94.28
22	011501540		5272	1/26/2022	AFTER SCHOOL PRGM SUP	114.02
22	011701710		5272	1/26/2022	CITY COUNCIL SNACKS	124.50
22	011701710		5272	1/26/2022	CITY COUNCIL SNACKS	146.55
22	011001020		5272	1/26/2022	CHALL MEMBERSHIP	44.06
22	011501530		5272	1/26/2022	SCTR MEMBERSHIP	44.06
22	011701020		5272	1/26/2022	PW MEMBERSHIP	88.12
22	011511546		5272	1/26/2022	TOY DRIVE FOOD SUP	185.72
22	011501530		5272	1/26/2022	SENIOR CENTER SUP	224.55
22	011501540		5272	1/26/2022	CCTR MEMBERSHIP	225.26
22	011511546		5272	1/26/2022	TOY DRIVE FOOD SUP	251.67
						\$1,542.79
22	021701760	SOUTHERN CALIFORNIA EDISON	5274	1/31/2022	1/11 OBF INSTALLMENT	449.47
22	021701760		5274	1/31/2022	11/4-12/31 ST LIGHTS	2,771.52
22	021701760		5275	1/31/2022	11/6 OBF INSTALLMENT	508.81
22	021701760		5275	1/31/2022	MAR19-AUG21 ST LIGHT	5,161.81
22	021701760		5275	1/31/2022	CREDIT	-178.40
22	021701760		5276	1/31/2022	12/21-1/21 9465 GARVY	31.15
22	011701730		5281	1/31/2022	12/16-1/17 1530 CENTR	1,720.72
22	011701730		5282	1/31/2022	12/16-1/17 1415 SANTA	1,106.01
22	011701730		5283	1/31/2022	12/16-1/17 1824 CENTR	478.00
22	011701730		5284	1/31/2022	12/16-1/17 1556 CENTR	973.04
						\$13,022.13

Report Total 154,618.54


City Manager
For Richard

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:29PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	NATIONWIDE RETIREMENT SOLUTIONS	139001	1/31/2022	PPE 1/22/2022	6,577.50
						\$6,577.50
22	011701730	SAN GABRIEL VALLEY WATER	139002	1/31/2022	12/8-1/7 1628 DURFEE	215.75
22	011701730		139002	1/31/2022	12/7-1/6 2018 DURFEE	215.72
22	011701730		139002	1/31/2022	12/8-1/7 1502 PECK	211.65
22	011701730		139002	1/31/2022	12/8-1/7 1109 PECK	211.65
22	011701730		139002	1/31/2022	12/8-1/7 1710 DURFEE	211.65
22	011701730		139002	1/31/2022	12/10-1/10 NE MERC/SA	186.00
22	011701730		139002	1/31/2022	12/13-1/12 2464 RSMD	161.38
22	011701730		139002	1/31/2022	12/13-1/12 2620 RSMD	153.08
22	011701730		139002	1/31/2022	12/8-1/7 1675 DURFEE	136.35
22	011701730		139002	1/31/2022	12/11-1/11 2218 RSMD	132.29
22	011701730		139002	1/31/2022	12/10-1/10 1652 TYLER	132.28
22	011701730		139002	1/31/2022	12/8-1/7 1660 DURFEE	132.24
22	011701730		139002	1/31/2022	12/7-1/6 1903 DURFEE	132.23
22	011701730		139002	1/31/2022	12/8-1/7 THIENE/PRKWY	26.45
22	011701730		139002	1/31/2022	12/8-1/7 11016 GOMEZ	26.45
22	011701730		139002	1/31/2022	12/11-1/11 2004 RSMD	26.46
22	011701730		139002	1/31/2022	12/10-1/10 1707 MERCE	30.59
22	011701730		139002	1/31/2022	12/10-1/10 NW MERC/SA	39.68
22	011701730		139002	1/31/2022	12/8-1/7 FARDON/PECK	66.13
22	011701730		139002	1/31/2022	12/10-1/10 2000 SANTA	66.15
22	011701730		139002	1/31/2022	12/10-1/10 10452 RUSH	66.15
22	011701730		139002	1/31/2022	12/10-1/10 1819 MERCE	66.15
22	011701730		139002	1/31/2022	1/1-2/1 1415 SANTA	70.07
22	011701730		139002	1/31/2022	12/10-1/10 2022 CENTR	70.28
22	011701730		139002	1/31/2022	1/1-2/1 1900 CENTRAL	105.10
22	011701730		139002	1/31/2022	12/10-1/10 1900 CENTR	128.13
22	011701730		139002	1/31/2022	12/8-1/7 1508 PECK	219.86
22	011701730		139002	1/31/2022	12/10-1/10 LERMA/MILL	219.96
22	011701730		139002	1/31/2022	12/7-1/6 1926 DURFEE	223.92
22	011701730		139002	1/31/2022	12/8-1/7 1222 PECK	228.07
22	011701730		139002	1/31/2022	12/10-1/10 1819 CENTR	232.36
22	011701730		139002	1/31/2022	12/10-1/10 1415 SANTA	261.29
22	011701730		139002	1/31/2022	12/10-1/10 1824 CENTR	277.82
22	011701730		139002	1/31/2022	12/10-1/10 1530 CENTR	360.47
22	011701730		139002	1/31/2022	12/10-1/10 1556 CENTR	538.17
22	011701730		139002	1/31/2022	12/10-1/10 1500 CENTR	1,925.54
						\$7,507.52
22	05	STANDARD INSURANCE	139003	1/31/2022	FEB'22 LIFE & AD&D	1,017.40
22	05		139004	1/31/2022	FEB'22 LIFE AD&D SUPP	527.86
						\$1,545.26
22	05	STATE OF CA FRANCHISE TAX BOARD	139005	1/31/2022	R.CORRAL #624019117	346.18
						\$346.18
22	011701730	THE GAS COMPANY	139006	1/31/2022	12/17-1/19 1500 CENTR	16.37
22	011701730		139006	1/31/2022	12/17-1/19 1450 LIDCO	31.42

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:30PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701730	THE GAS COMPANY...	139006	1/31/2022	12/17-1/19 1824 CENTR	228.35
22	011701730		139006	1/31/2022	12/17-1/19 1900 CENTR	357.12
22	011701730		139006	1/31/2022	12/17-1/19 1530 CENTR	541.72
22	011701730		139006	1/31/2022	12/17-1/19 1556 CENTR	758.59
						\$1,933.57
22	05	VONS CREDIT UNION	139007	1/31/2022	PPE 1/8/2022	45.00
22	05		139007	1/31/2022	PPE 1/22/22	45.00
						\$90.00
22	011301330	WINDSTREAM HOLDINGS, INC	139008	1/31/2022	12/18-1/17 CITY PHONE	5,416.89
						\$5,416.89

Report Total

23,416.92



City Manager
For Rachel

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:37PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011511542	ACTION DESIGNZ	139016	2/8/2022	BOXING T-SHIRTS	709.01
						\$709.01
22	011301330	ADVANCED MICROCOMPUTING CONCEP	139017	2/8/2022	H.DELGADO NEW LAPTOP	5,058.21
						\$5,058.21
22	011001030	ALESHIRE & WYNDER, LLP	139018	2/8/2022	DEC'21 EMERG RSPN#505	1,397.50
						\$1,397.50
22	011701770	ALTEC INDUSTRIES	139019	2/8/2022	#12 PM INSPECTION	1,663.27
						\$1,663.27
22	021701760	AMAZON CAPITAL SERVICES, INC	139009	2/8/2022	CARGO TRAILERS	617.37
22	011701710		139020	2/8/2022	UNAPPLIED PAYMENT	-142.79
22	011701720		139020	2/8/2022	UNAPPLIED PAYMENT	-66.24
22	063003020		139020	2/8/2022	(2) CAMWARMER PLATES	21.82
22	011301310		139020	2/8/2022	FINANCE OFFICE SUP	32.99
22	011501540		139020	2/8/2022	AFTER SCHOOL PRGM SUP	40.99
22	011701020		139020	2/8/2022	RAIN GEAR	161.70
22	011301310		139020	2/8/2022	PRINTER CARTRIDGE	190.96
22	063003010		139020	2/8/2022	(2) CAMWARMER PLATES	196.46
22	011701740		139020	2/8/2022	ROOFING NAIL GUN	265.67
22	011501540		139020	2/8/2022	AFTER SCHOOL PRGM SUP	544.61
22	011001050		139020	2/8/2022	TONER CARTRIDGE	49.61
22	011701740		139020	2/8/2022	KNOCKOUT STUD/PUNCH	109.69
						\$2,022.84
22	011511541	ANDREW WING	139088	2/8/2022	1/8 BBALL OFFICIALS	84.00
22	011511541		139088	2/8/2022	1/15 BBALL OFFICIALS	84.00
22	011511541		139088	2/8/2022	1/22 BBALL OFFICIALS	84.00
						\$252.00
22	011701720	AQUA PURE DRINKING WATER	139021	2/8/2022	JAN'22 WATER SVC YARD	55.85
						\$55.85
22	011701020	ARAMARK UNIFORM SERVICES, INC	139022	2/8/2022	FLEET UNIFORM SHIRTS	390.77
						\$390.77
22	011511543	ASCAP	139023	2/8/2022	2022 MUSIC LICENSE	390.00
						\$390.00
22	011301330	AT&T	139024	2/8/2022	12/10-1/9 BAN 1051741	436.25
22	011301330		139024	2/8/2022	12/12-1/11 BAN1067917	51.01
22	011301330		139024	2/8/2022	12/15-1/14 BAN1034755	55.89
22	011301330		139024	2/8/2022	12/15-1/14 BAN1034756	110.60
						\$653.75
22	021701760	ATHENS SERVICES	139010	2/8/2022	JAN'22 SWEEPER SVCS	5,831.83
						\$5,831.83
22	011701770	AUTOZONE	139025	2/8/2022	#23 NEW WIPERS	12.16
22	448008010		139025	2/8/2022	#16 SERPENTINE BELT	23.27
						\$35.43
22	011701750	BETO ULLOA	139082	2/8/2022	2022 BOOT ALLOWANCE	158.75

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:37PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$158.75
22	011511543	BROTHERS AWARDS & TROPHIES	139027	2/8/2022	HOME DECO CON PLAQUES	96.80
						\$96.80
22	011701710	CINTAS CORP. #693	139029	2/8/2022	1/18 MAT CLEANING	74.81
22	011701710		139029	2/8/2022	1/25 MAT CLEANING	74.81
						\$149.62
22	011701770	CITY OF EL MONTE-FINANCE DEPT.	139030	2/8/2022	DEC'21 CNG FUEL	71.47
						\$71.47
22	011701750	DAVID CHAVEZ	139028	2/8/2022	2022 BOOT ALLOWANCE	54.74
						\$54.74
22	011601630	DDC ELECTRIC SUPPLY, INC.	139033	2/8/2022	ELECTRICAL SUP/MCTR	83.04
22	011601650		139033	2/8/2022	LIGHTS TIMECLOCK SUP	94.75
22	011601620		139033	2/8/2022	ELECTRICAL SUP/SCTR	95.64
22	011701710		139033	2/8/2022	SEPTIC TANK SUP/CHALL	148.31
22	011601670		139033	2/8/2022	LIGHT BULBS/MVD	14.92
22	011601610		139033	2/8/2022	ELECTRICAL SUP/CCTR	347.28
22	011601630		139033	2/8/2022	ELECTRIC SUP/PUNCHSET	659.28
						\$1,443.22
22	011601610	DDC PLUMBING SUPPLY, INC.	139034	2/8/2022	TOILET REPAIR SUP	148.32
						\$148.32
22	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFICE	139035	2/8/2022	DEC'21 FINGERPRINT	32.00
						\$32.00
22	063003020	DRIFTWOOD DAIRY, INC	139037	2/8/2022	1/20 MILK/BREAD NUTR	13.85
22	063003020		139037	2/8/2022	1/13 MILK/BREAD NUTR	15.60
22	063003020		139037	2/8/2022	1/6 MILK/BREAD NUTR	17.05
22	063003020		139037	2/8/2022	1/24 MILK/BREAD NUTR	19.68
22	063003010		139037	2/8/2022	1/6 MILK/BREAD NUTR	100.00
22	063003010		139037	2/8/2022	1/20 MILK/BREAD NUTR	124.65
22	063003010		139037	2/8/2022	1/13 MILK/BREAD NUTR	140.46
22	063003010		139037	2/8/2022	1/24 MILK/BREAD NUTR	177.21
						\$608.50
22	011511541	DUANE TAKAYAMA	139078	2/8/2022	1/22 BBALL OFFICIALS	84.00
22	011511541		139078	2/8/2022	1/29 BBALL OFFICIALS	84.00
						\$168.00
22	011401430	DUDEK	139038	2/8/2022	NOV'21 HOUSE ELEMENT	26,694.20
22	011401430		139038	2/8/2022	DEC'21 HOUSE ELEMENT	36.25
						\$26,730.45
22	011407020	EL MONTE PRINTING	139039	2/8/2022	BUSINESS CARD-STEFAN	44.10
22	011301310		139039	2/8/2022	BUSINESS CARD-FINANCE	176.40
22	011001020		139039	2/8/2022	BUSINESS CARD-RENE	44.10
						\$264.60
22	01	EL MONTE/SOUTH EL MONTE JETS	139040	2/8/2022	GYM DEPOSIT RETURN	480.00

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:37PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$480.00
22	909009000	EMERGENCY PLANNING CONSULTANTS	139041	2/8/2022	DE20-JAN22HAZ MIT#415	3,000.00
						\$3,000.00
22	011601650	EWING IRRIGATION	139043	2/8/2022	BRICK DUST/MOUND CLAY	1,079.36
22	011601650		139043	2/8/2022	BRICK DUST/NTP	1,638.42
22	011601650		139043	2/8/2022	BRICK DUST/MOUND CLAY	1,768.39
22	011601650		139043	2/8/2022	BRICK DUST/MOUND CLAY	2,489.03
22	011601650		139043	2/8/2022	SHOVEL & RAKE/NTP	129.98
22	011701750		139043	2/8/2022	SPRAYER & BATTERIES	149.41
22	011601650		139043	2/8/2022	WATER FOUNTAIN PARTS	149.87
						\$7,404.46
22	011701720	EXCEL ENVIRONMENTAL GROUP INC.	139044	2/8/2022	ASBESTOS VISIT/REPORT	460.00
						\$460.00
22	011301310	GOVINVEST INC.	139047	2/8/2022	FY21 GASB75 VALUATION	2,125.00
						\$2,125.00
22	011601620	GRANT'S TRUE VALUE HARDWARE	139048	2/8/2022	ELECTRICAL BOX SUP	10.82
22	011701740		139048	2/8/2022	SPADE DRILL BIT STOCK	11.86
						\$22.68
22	063003020	HUNTINGTON CULINARY	139049	2/8/2022	1/18-1/20 FRZN MEALS	211.75
22	063003020		139049	2/8/2022	1/11-1/14 FRZN MEAL	211.75
22	063003010		139049	2/8/2022	1/11-1/14 FRZN MEAL	5,692.50
22	063003010		139049	2/8/2022	1/18-1/20 FRZN MEALS	5,876.50
						\$11,992.50
22	011701710	INDUSTRIAL PIPE & STEEL	139050	2/8/2022	8 LOBBY WOOD DOOR KEY	13.67
						\$13.67
22	011701710	INNER-COOL CORP	139051	2/8/2022	AC PREVENT MTNC/CHALL	680.00
22	011601630		139051	2/8/2022	SPACE HEATER REPAIR	1,301.50
						\$1,981.50
22	011511541	JATHSON RUIZ	139073	2/8/2022	1/22 BBALL OFFICIALS	84.00
						\$84.00
22	011401410	JEFFREY MICHAEL ORTIZ	139065	2/8/2022	DEC'21 PC MEETING	150.00
22	011401410		139065	2/8/2022	JAN'22 PC MEETING	150.00
						\$300.00
22	01	JENNY CORDOVA	139032	2/8/2022	1/15 MVD FULL REFUND	250.00
						\$250.00
22	011401410	KENNETH EUEKHEANG TANG	139042	2/8/2022	JAN'22 PC MEETING	150.00
						\$150.00
22	011401410	LARRY RODRIGUEZ	139072	2/8/2022	DEC'21 PC MEETING	150.00
22	011401410		139072	2/8/2022	JAN'22 PC MEETING	150.00
						\$300.00
22	011701720	LBC LIGHTING	139053	2/8/2022	ELECTRICAL & SWITCHES	117.75
22	011601620		139053	2/8/2022	RESTROOM EXHAUST FAN	206.15

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:37PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011601630	LBC LIGHTING...	139053	2/8/2022	LIGHT BULBS/MCTR	33.02
						\$356.92
22	011401410	LEONELA A. BARRERA JR	139054	2/8/2022	DEC'21 PC MEETING	150.00
22	011401410		139054	2/8/2022	JAN'22 PC MEETING	150.00
						\$300.00
22	011701710	LIGHT & POWER INTERNATIONAL	139055	2/8/2022	SEPTIC TANK EOC PUMP PANE	23,500.00
						\$23,500.00
22	011401430	LOS ANGELES COUNTY ASSESSOR	139057	2/8/2022	5 MAPS	34.77
						\$34.77
22	011401440	MAIQUES INSPECTION SERVICE	139058	2/8/2022	1/3-1/27 INSPECT SVCS	4,928.74
						\$4,928.74
22	011701710	MCMaster-CARR SUPPLY CO.	139059	2/8/2022	SPRAY BOTTLES #505	156.00
						\$156.00
22	011511541	MICHAEL WALKER	139084	2/8/2022	1/8 BBALL OFFICIALS	84.00
22	011511541		139084	2/8/2022	1/15 BBALL OFFICIALS	84.00
22	011511541		139084	2/8/2022	1/29 BBALL OFFICIALS	84.00
						\$252.00
22	448008010	MOBILITY WORKS OF CALIFORNIA	139060	2/8/2022	#16 SLIDE DOOR HARNES	187.36
						\$187.36
22	011701710	NEW SIGN SOLUTION, INC.	139062	2/8/2022	LARGE CITY SIGNS	192.93
						\$192.93
22	011701710	OFFICE DEPOT	139063	2/8/2022	CHALL OFFICE SUP	6.15
22	011001020		139063	2/8/2022	MONTHLY PLANNER	18.51
22	011001020		139063	2/8/2022	WALL CALENDAR	26.52
22	011701710		139063	2/8/2022	CHALL OFFICE SUP	570.89
						\$622.07
22	079009000	ONYX PAVING COMPANY INC.	139064	2/8/2022	11/1-12/11ST REHB#253	36,774.25
22	011701520		139064	2/8/2022	11/1-12/11ST REHB#505	81,493.00
						\$118,267.25
22	021701760	PACIFIC PRODUCTS AND SERVICES LLC	139011	2/8/2022	NO PARKING SIGNS	1,023.63
						\$1,023.63
22	011701770	PETE'S ROAD SERVICE, INC.	139066	2/8/2022	TRACTOR TIRE RPLC	526.30
						\$526.30
22	011407020	PHOENIX GROUP INFORMATION SYSTEM	139067	2/8/2022	DEC'21 CODE CITATION	660.78
22	011401100		139067	2/8/2022	DEC'21 PSO CITATION	5,217.63
						\$5,878.41
22	011601610	POST ALARM SYSTEMS	139068	2/8/2022	FEB'22 ALARM SVC CCTR	41.21
22	011601620		139068	2/8/2022	FEB'22 ALARM SVC SCTR	41.21
22	011601630		139068	2/8/2022	FEB'22 ALARM SVC MCTR	41.21
22	011601640		139068	2/8/2022	FEB'22 ALARM SVC AQUA	41.21
22	011601650		139068	2/8/2022	FEB'22 ALARM SVC NTP	41.21
22	011601670		139068	2/8/2022	FEB'22 ALARM SVC MVD	41.21

City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:37PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701710	POST ALARM SYSTEMS...	139068	2/8/2022	FEB'22 ALARM SVC CHAL	41.21
22	011701720		139068	2/8/2022	FEB'22 ALARM SVC YARD	41.21
						\$329.68
22	011701740	PREMIER JANITORIAL SERVICES	139069	2/8/2022	FACE MASKS #505	551.25
						\$551.25
22	011601620	QUENCH USA, INC.	139070	2/8/2022	FEB'22 H2O SYS SCTR	59.96
						\$59.96
22	448008010	REGIONAL TAP SERVICE CENTER	139071	2/8/2022	DEC'21 EZ PASS	18.00
						\$18.00
22	011511541	ROMAN GALLARDO JR.	139046	2/8/2022	1/15 BBALL OFFICIALS	84.00
22	011511541		139046	2/8/2022	1/8 BBALL OFFICIALS	168.00
22	011511541		139046	2/8/2022	1/29 BBALL OFFICIALS	168.00
						\$420.00
22	011401410	RUBY YEPEZ	139091	2/8/2022	DEC'21 PC MEETING	150.00
						\$150.00
22	011401410	RUDY BOJORQUEZ	139026	2/8/2022	DEC'21 PC MEETING	150.00
						\$150.00
22	011511541	SCORE SPORTS	139074	2/8/2022	YOUTH BBALL UNIFORMS	4,171.48
						\$4,171.48
22	011301310	SECTAN SECURITY INC.	139075	2/8/2022	JAN'22 ARMORED SVCS	163.63
						\$163.63
22	021701760	SOUTHEAST CONSTRUCTION PRODUCT	139012	2/8/2022	CEMENT FORM LUMBERS	372.31
						\$372.31
22	021701760	SPRAGUES READY MIX	139013	2/8/2022	ALPACA/CENTRL ASPHALT	1,303.71
						\$1,303.71
22	01	STACY LINARES	139056	2/8/2022	TBALL REFUND-A.CENTEN	40.00
						\$40.00
22	011401100	SUPERIOR COURT OF CA, COUNTY OF L.	139076	2/8/2022	DEC'21 CITATION PROCS	3,924.50
						\$3,924.50
22	063003020	SUPERIOR WAREHOUSE GROCERS	139077	2/8/2022	BREAD NUTR PRGM	3.65
22	063003010		139077	2/8/2022	BREAD NUTR PRGM	27.00
22	011501540		139077	2/8/2022	AFTER SCHOOL PRGM SUP	35.54
						\$66.19
22	011601640	THE ILLINI COMPANIES, INC	139031	2/8/2022	1/13 CHEMICAL DELIVER	208.19
						\$208.19
22	011001040	THE SAUCE CREATIVE SERVICES CORP.	139079	2/8/2022	STREET SWEEPING FLYER	225.00
22	011001040		139079	2/8/2022	TRASH FLYER	225.00
22	011001040		139079	2/8/2022	FEB'22 NEWSLETTER	4,846.77
						\$5,296.77
22	011511541	THEODORE LAI	139052	2/8/2022	1/22 BBALL OFFICIALS	84.00
						\$84.00

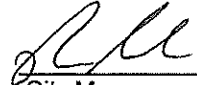
City of South El Monte
Warrant Register
Council Meeting of 2/8/2022

Date: 2/2/2022

Time: 03:37PM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011301330	TIME WARNER CABLE	139080	2/8/2022	1/7-2/6 INTERNET SVCS	97.97
22	011701710		139080	2/8/2022	1/16-2/15 CABLE SVCS	276.98
						\$374.95
22	021701760	TRANSTECH ENGINEERING, INC.	139014	2/8/2022	OCT'21 RSMD TRAF ENG	250.00
22	021701760		139014	2/8/2022	OCT'21 PECK TRAF ENG	270.00
						\$520.00
22	011301310	TRUSAIC	139045	2/8/2022	FEB'22 ACA MONTHLY	1,020.00
						\$1,020.00
22	011301330	TYLER TECHNOLOGIES, INC.	139081	2/8/2022	1/3-1/6 PARAL PAYROLL	4,199.00
						\$4,199.00
22	011601620	UNISHIELD	139083	2/8/2022	FIRST AID SUP/SCTR	87.76
22	011701720		139083	2/8/2022	FIRST AID SUP/YARD	863.74
22	011701710		139083	2/8/2022	FIRST AID SUP/CHALL	281.03
22	011601610		139083	2/8/2022	FIRST AID SUP/CCTR	329.40
						\$1,561.93
22	011101170	VICTORIA MORA	139061	2/8/2022	1/4-1/31 MILEAGE REIM	108.22
						\$108.22
22	011401410	VINCENT DIAZ	139036	2/8/2022	JAN'22 PC MEETING	150.00
						\$150.00
22	011701710	WATER CHEMISTS, DIV. OF CCI CHEMICAL	139085	2/8/2022	JAN'22 H2O TREATMENT	200.00
						\$200.00
22	011701740	WAXIE SANITARY SUPPLY	139086	2/8/2022	JANITORIAL SUPPLIES	3,014.53
						\$3,014.53
22	021701760	WEST COAST ARBORISTS, INC	139015	2/8/2022	1/1-1/15 TREE TRIM	7,769.25
						\$7,769.25
22	011701760	WHITTIER FERTILIZER	139087	2/8/2022	ALPACA ST PKYWAY RPR	153.80
						\$153.80
22	011501530	WINNER INTERNATIONAL INC.	139089	2/8/2022	VALENTINE DRV BALLOON	46.27
						\$46.27
22	011301330	XEROX FINANCIAL SERVICES LLC	139090	2/8/2022	JAN'22 COPIER LEASE	1,547.99
						\$1,547.99

Report Total 271,152.73


 City Manager
 For Record



City Council Agenda Report

Agenda Item No. 7.c.

DATE: February 8, 2022

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. 22-10, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR CALRECYCLE'S SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

SUMMARY: On January 4, 2022, the Department of Resources Recycling and Recovery (CalRecycle) published a Notice of Funding Availability for the SB 1383 Local Assistance Grant Program ("Grant Program"). This non-competitive grant program will provide one-time funding to eligible local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. The City Council must adopt a resolution ratifying the City's submission of an application for the Grant Program, and if awarded, authorization for the City Manager to execute the grant agreement, and take all steps necessary to implement the grant.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-10, ratifying the City's submittal of the Grant Program application, and if awarded, authorization for the City Manager to execute the grant agreement, and take all steps necessary to implement the grant.

FISCAL IMPACT: If deemed eligible, the City of South El Monte may receive grant funds of an amount up to \$28,953. The grant program does not require a local match. Therefore, funds will be appropriated to the City budget when received.

DISCUSSION: On January 4, 2022, the Department of Resources, Recycling and Recovery (CalRecycle) published a Notice of Funding Availability for the SB 1383 Local Assistance Grant Program. This non-competitive grant program will provide one-time funding to eligible local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. Eligible activities and costs through this program include:

- Implementation of a Capacity Planning program
- Collection

- Implementation of an Edible Food Recovery Program
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/ Gap Analysis
- Procurement Requirements (using recycled organic products – compost, mulch, electricity, and/or renewable gas and recycled paper and paper products)
- Record Keeping

Specifically, the City of South El Monte may benefit from the grant funding to cover costs associated with implementation of a Capacity Planning program, which is required under SB1383 regulations. Additionally, grant funds may be used to cover indirect costs such as administrative salaries of personnel directly managing the grant-related activities.

The grant program requires applicants to identify the status of adopting an enforceable ordinance, or similar enforceable mechanism. The City of South El Monte adopted an “Organic Waste Disposal Reduction” Ordinance (No.1253) in June 2021; therefore, satisfying the program requirement.

In accordance with these requirements and the Grant Program application deadline, the City submitted its application on or before February 1, 2022.

The Grant Term for first round funding begins on April 1, 2022 (tentative) and ends on April 2, 2024. The Grant Term for second round funding begins on September 1, 2022 (tentative) and ends on September 2, 2024.

Therefore, staff recommends City Council ratify the City's submittal of the grant application to CalRecycle and authorize the City Manager to execute the grant agreement and take all steps necessary to implement the grant.

ATTACHMENT(S):

- A. Resolution 22-10

ATTACHMENT A

RESOLUTION NO. 22-10

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
RATIFYING THE SUBMITTAL OF APPLICATION FOR
CALRECYCLE'S 1383 LOCAL ASSISTANCE GRANT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
GRANT AGREEMENT

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program; and

WHEREAS, CalRecycle published a Notice of Funding Availability for the SB 1383 Local Assistance Grant Program ("Grant Program") on January 4, 2022; and

WHEREAS, the City filed a grant application for the Grant Program prior to the February 1, 2022 deadline.

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The above recitals are true and correct and incorporate herein.

SECTION 2: The City's submittal of the Grant Program application is hereby ratified.

SECTION 3: The City Manager or designee is hereby authorized and empowered to execute in the name of the City of South El Monte all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 8th day of February, 2022.

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. 22-10, was adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of February, 2022 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.d.

DATE: February 8, 2022

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. 22-11, 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 PERIOD OF FEBRUARY 8, 2022 THROUGH MARCH 9, 2022

SUMMARY: On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-11 proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g Zoom), for the period of February 8, 2022 through March 9, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-11, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period of February 8, 2022 through March 9, 2022.

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 been issued that further modified the requirements related to the conduct of teleconferenced meetings and the right of public participation 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 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 body 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.

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.

On October 26, 2021, City Council adopted Resolution No. 21-69 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of October 26 through November 25, 2021. To avoid a lapse in time between meetings and the effective date of Resolution No. 21-69, on November 9, 2021, City Council adopted Resolution No. 21-72 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of November 9 through December 9, 2021. On December 14, 2021, City Council adopted Resolution No. 21-78, proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of December 14, 2021 through January 12, 2022. On January 11, 2022, City Council adopted Resolution No. 22-02 authorizing the same, for the period of January 11, 2022 through February 9, 2022.

In large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021, leading to a positivity rate of 14.90% as of December 27, 2021 and 1,792 hospitalizations as of January 1, 2022. The data available as of February 2, 2022 indicates a total of 2,683,644 cases reported and 29,099 deaths reported in the Los Angeles County, Long Beach, and Pasadena Health Departments as a result of COVID-19.

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 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. 22-11

RESOLUTION NO. 22-11

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
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 PERIOD OF
FEBRUARY 8, 2022 THROUGH MARCH 9, 2022

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) regarding, 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 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the South El Monte Municipal Code, finding 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, in large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021, leading to a positivity rate of 14.90% as of December 27, 2021 and 1,792 hospitalizations as of January 1, 2022. The data available as of February 2, 2022 indicates a total of 2,683,644 cases reported and 29,099 deaths reported in the Los Angeles County, Long Beach, and Pasadena Health Departments; and

WHEREAS, the Council hereby finds that such emergency conditions persist 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) March 9, 2022, 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 8th day of February 2022.

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. 22-11, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 8th day of February 2022, 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: February 8, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1255, AMENDING THE ZONING DESIGNATION FOR PROPERTIES LOCATED AT 2727 ROSEMEAD BOULEVARD, 9340-9352 MABEL AVENUE, AND APNS 5281-002-009 AND 5281-002-011

SUMMARY: At a regular City Council meeting on Tuesday, January 25, 2022, City Council waived first reading and introduced Ordinance No. 1255, amending the zoning designation for properties located at 2727 Rosemead Boulevard, 9340-9352 Mabel Avenue, and APNs 5281-002-009 and 5281-002-011.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1255.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Ordinance No. 1255

ORDINANCE NO. 1255

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
ADOPTING ZONE CHANGE AMENDING THE ZONING
DESIGNATION FOR PROPERTIES LOCATED AT 2727
ROSEMEAD BOULEVARD, 9340-9352 MABEL AVENUE,
AND APNS 5281-002-009 AND 5281-002-011

WHEREAS, Wilson Ye/Mye Plaza LLC (“Applicant”) has filed an application for a Zone Change to change the land use designation of property located at 2727 Rosemead Boulevard, 9340-9352 Mabel Avenue, and APNs 5281-002-009 and 5281-002-011 in South El Monte (“Property” or “project site”) from the zoning designation of “Commercial-Manufacturing” to “Commercial-Residential” in order to allow for a mixed use development consisting of 73 residential apartments with first floor commercial (“Project” or “proposed Project”);

WHEREAS, pursuant to South El Monte Municipal Code (“SEMMC”) Section 17.66.040, the Project requires Planning Commission review and recommendation to City Council because the Project consists of property rezoning; and

WHEREAS, a public hearing was held before the Planning Commission on December 21, 2021, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination and it voted unanimously to recommend adoption of the ordinance; and

WHEREAS, a public hearing was held before the City Council on January 11, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

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

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), the State CEQA Guidelines (“Guidelines” and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City’s Local CEQA Guidelines, City staff had an initial study prepared of the potential environmental effects of the proposed CUP. Based on the information contained in the initial study, staff determined that there was less than substantial evidence that approval of the proposed re-designations may have significant environmental impact with mitigating measures. Accordingly, the City prepared a Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of November 30, 2021 through December 20, 2021. Pursuant to Section 15074(b) of said Guidelines, the City Council independently reviewed and considered the contents of the initial study and the Mitigated Negative Declaration. Pursuant to the City Council’s adoption of this Resolution No. 22-05, the City Council approves Mitigated Negative Declaration and

Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA Guidelines.

Based on the initial study, the Mitigated Negative Declaration, the comments received thereon, and the record before the Planning Commission, the City Council hereby finds that the Mitigated Negative Declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the proposed General Plan Amendment may have any significant environmental impact with mitigating measures implemented. The documents and other materials which constitute the record on which this decision is based, are maintained by the City's Department of Community Development.

SECTION 2: Pursuant to Municipal Code section 17.66.040, the City Council hereby finds as follows for the proposed Zone Change (No. 20-13):

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City* by allowing for the development of the property with a mix of residential and commercial uses that will benefit the City as a whole. Currently, the property is underdeveloped and underutilized and the proposed change will allow for improvements to the property that will address housing needs, diversity of commercial options for the residents and beautification;
2. *The proposed change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans* by changing the Property to the C-R Zone so that the mixed use development will conform to the Zoning Code and General Plan;
3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified* since the use will not change the level of service of the surrounding streets because the surrounding area is already developed as commercial, manufacturing, and residential. Also it was found that the wastewater generation, storm drainage facilities, and water services all are anticipated to meet project demands; and
4. *All uses permitted when the Property is reclassified will be compatible with present and potential future uses, and further, existing regulations applying to the property in question* since commercial uses are already allowed under the current zoning, nonconforming residential uses are also present in the area and the Project as proposed complies with the South El Monte Municipal Code.

SECTION 3: Based upon the foregoing, the City Council hereby changes the zoning designation for property located at 2727 Rosemead Boulevard, 9340-9352 Mabel Avenue, and APNs 5281-002-009 and 5281-002-011 from "C-M" (Commercial-Manufacturing) to "C-R" (Commercial-Residential), as shown on Exhibit "A" attached hereto and hereby incorporated by this reference. The City Council hereby directs City staff to amend the City's official zoning map to reflect the change in zoning designation.

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

PASSED, APPROVED, AND ADOPTED this 8th day of February, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1255 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on the 8th day of February 2022 and that said Ordinance was adopted by the following vote:

AYES:

NOES:

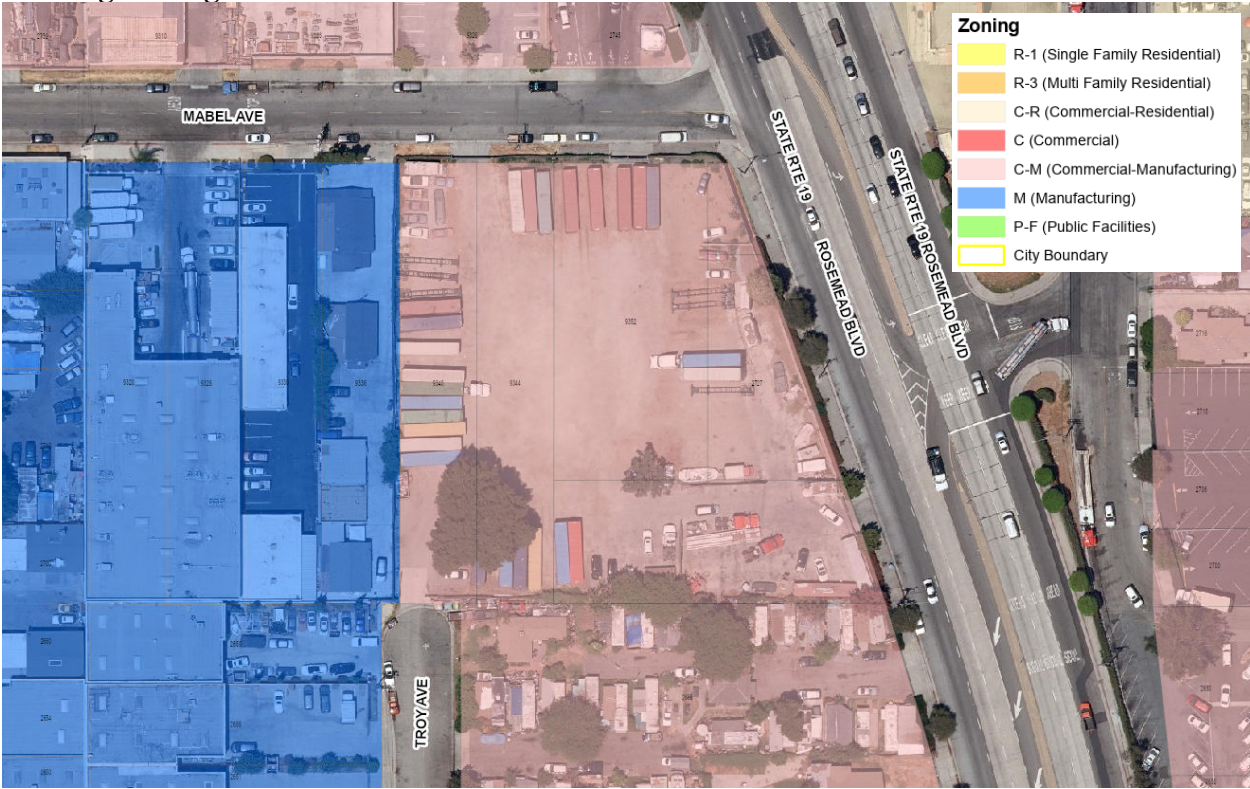
ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Exhibit A

Existing Zoning



Proposed Zoning





City Council Agenda Report

Agenda Item No. 9.a.

DATE: February 8, 2022

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 CONVERTING EXISTING TENNIS COURT TO A MULTIUSE COURT THAT CAN BE USED FOR TENNIS AND PICKLEBALL

SUMMARY: The Community Services Department established a need based on community demand, to add pickleball courts to the existing tennis court located at the Community Center.

RECOMMENDED ACTION: Staff recommends City Council consider the approval of converting the existing tennis court to a multiuse court that can be used for tennis and pickleball.

FISCAL IMPACT: The cost of converting the tennis court to a multiuse court is estimated to be \$8,952.80. Funding for this project has been allocated from In-Lieu funds. The current FY 2021/2022 Budget has sufficient funds available to program the cost. The project will be included in the first upcoming budget amendment.

DISCUSSION: At the September 14, 2021 City Council meeting, City Council instructed staff to provide alternatives for converting the tennis court to a multiuse court that can be used for tennis and pickleball.

Staff solicited quotes from three vendors to gather estimated costs to complete the project. From the three vendors contacted, only one company provided a quote to convert the tennis court to a multiuse court. The only proposal received from TrueLine offers resurfacing the tennis court, which includes patching the cracks and spalls and grinding displaced areas on cracks so both sides of court are fairly level. They will add white stripping lines to accommodate two pickleball courts and provide the portable nets.

To manage the play time of pickleball and tennis, staff recommends a set schedule that designates specific days for each sport. Public Works personnel will set up the nets accordingly based on the set schedule. Recreation staff can coordinate a sign-in process

to monitor the play time of each sport and review the success of the multiuse court. or address any issues that may evolve from the conversion.

ATTACHMENT(S):

A. Trueline Construction & Surfacing Quote

ATTACHMENT A

Trueline Construction & Surfacing, Inc.
12397 Doherty Street
Riverside, CA 92503
951-817-0777
www.gotrueLine.com



Proposal/Contract

Date	Contract Num...
10/12/2021	6588

Customer Billing
City of South El Monte Nancy Rodriguez 1530 Central Ave. South El Monte, CA 91733

Project Name/Location
South El Monte Community Center 1530 Central Ave



License No. 662625, DIR 1000006579
Trueline is a member of ASBA, CPRS, CASBO & USTA
Trueline is an approved applicator of Plexipave, Sportmaster,
Guardian Crack Repair System and Armor Crack Repair System

Project

Description	Qty	Rate	Total
Resurface Tennis Court(s) Power Wash Tennis Court (owner to provide water to contractor at no charge) Patch cracks and spalls. We cannot guarantee against the occurrence of any new spalls or pop outs Grind displaced areas on cracks so both sides are fairly level. *Note* Cracks in Concrete and Asphalt will Return. A crack can be repaired, but it might come back. Structural cracks or hairline cracks will always come back and most of the time immediately. These can be repaired temporarily, but will ultimately come back. Cracks are formed due to the movement of the slab, expanding and contracting if there is a weak point in the slab itself. Even when the correct method of repair is done, the crack could re-appear the next day or never, as every court reacts differently in the movement of the slab itself. Apply Sportmaster black resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color coating Apply two coats of Sportmaster color System, (two tone included) 100% latex acrylic, mixed with #90 silica sand for a medium speed of play Stripe Play Lines, Sharp and Accurate to ASBA specs Lines to be white Latex Acrylic line paint, unless otherwise specified. Squeegee marks, lines or swirls are always visible in the application process, but will fade over time. Please be aware that your quote includes a total of two (2) color choice(s), not including the Bright Red or Tournament Purple. These are Premium Colors and would require an additional fee. Remove and replace caulking with Sika-Flex 2CSL Grind edges for proper adhesion Stripe per Specifications FOR PICKLEBALL Stripe Play Lines, Sharp and Accurate to ASBA specs Lines to be white Latex Acrylic line paint, unless otherwise specified.	1	7,630.00	7,630.00
	60	7.88	472.80
	2	425.00	850.00

The provisions set forth upon the second and third pages hereof and any other attached pages hereto are hereby incorporated in and made a part of this CONTRACT. I have been notified that I have the right to cancel within 3 days of signing this contract. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT the day and year set forth below.

Total

\$8,952.80

Date: _____ Signature: _____





City Council Agenda Report

Agenda Item No. 9.b.

DATE: February 8, 2022

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. 22-12, AUTHORIZING THE JOINT APPLICATION FOR RECEIPT OF AND IMPLEMENTATION OF THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) HOMEKEY ROUND 2 GRANT PROGRAM

SUMMARY: The Back Home Initiative (BHI) is a concept born out of our Mid-Valley Collaborative Homeless Team between the cities of South El Monte, El Monte and Baldwin Park. The State Homekey Round 2 grant would fund the BHI program up to 150 ADUs within the three cities. There is no local agency match required for this grant.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-12, approving the joint application with El Monte and Baldwin Park for the State Homekey Round 2 grant to fund the building and maintenance of 150 ADUs.

FISCAL IMPACT: The City entered into an agreement with California Consulting at a cost of \$5,000 to write the grant. The \$5,000 will be paid from the Homelessness grant funds received by the San Gabriel Valley Council of Governments.

DISCUSSION: Building on the success of Project Roomkey back in July, 2020, and 1st round of Project Homekey in November of 2020, the California Department of Housing and Community Development (HUD) initiated a 2nd Project Homekey grant program, accepting applications from February 1st to May 2nd, 2022. Project Homekey is the State's response to protecting Californians experiencing homelessness or who are at risk of homelessness as defined in California Health and Safety Code Section 50675.1.3 subsection (i).

Under Homekey round 2, \$1.4 billion in grant funding will be made available to local public entities, including cities, counties, or other local public entities, including housing authorities or federally recognized tribal governments in California. The funds can be used to purchase and rehabilitate housing, including hotels, motels, vacant apartment

buildings, and other buildings to convert them into interim or permanent long-term housing.

City Staff have been in communication with State HCD staff to provide an overview of our Back Home Initiative proposal to fund the construction and maintenance of 150 ADUs within our Mid-Valley Cooperative on Homelessness between South El Monte, El Monte, and Baldwin Park. The feedback from HCD Staff was very positive. To their knowledge, no other agency has proposed this type of housing project.

BHI is an innovative, efficient, cost-effective housing solution for the homeless community. The program will pay for the construction or installation of an ADU studio or one bedroom unit in the back yard of a private residential property, as well as garage conversions. The ADU unit will be maintained free of charge for 10 years. The property owner will be paid \$600-\$800 per month. The agreement with the property owner would be to allow a homeless person to live in the ADU. The homeless person would follow strict qualification guidelines following Los Angeles Homeless Services Authority (LAHSA) program rules for their intake housing programs. County staff would provide social services and job training for the selected homeless participants in the BHI program. There is no cost to the property owner, and after the 10 year commitment, the property owner will have full ownership of the ADU and can do as he/she wishes with the ADU.

At this time, staff recommends approval of the joint Resolution 22-12 directing staff to submit a Homekey Round 2 grant in the amount of \$22 million to fund the BHI program.

ATTACHMENT(S):

- A. Resolution No. 22-12

ATTACHMENT A

RESOLUTION NO. 22-12

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE JOINT APPLICATION FOR RECEIPT OF, IMPLEMENTATION, AND PARTICIPATION IN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) HOMEKEY ROUND 2 GRANT PROGRAM REQUESTING \$22 MILLION FOR THE BACK HOME INITIATIVE (BHI) TO FUND THE BUILDING AND MAINTENANCE OF ONE HUNDRED FIFTY (150) ACCESSORY DWELLING UNITS (ADU) IN THE CITIES OF SOUTH EL MONTE, EL MONTE, AND BALDWIN PARK

WHEREAS:

- A. The Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability, dated September 9, 2021 (“NOFA”), for the Homekey Program (“Homekey” or “Program”). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.).
- B. The City of South El Monte (“Co-Applicant”) desires to jointly apply for Homekey grant funds with City of El Monte and City of Baldwin Park (the three cities are collectively referred to as “Cohort” herein). Therefore, Co-Applicant is joining the Cohort in the submittal of an application for Homekey funds (“Application”) to the Department for review and consideration.
- C. The Department is authorized to administer Homekey grant program pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, HUD Department’s Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey Program.

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

SECTION 1: The City Manager or her designee is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply with the Cohort for Homekey grant funds in a total amount of \$22 million dollars.

SECTION 2: If the Application is approved, the City Manager or her designee is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount of \$22 million, any and all other documents required or deemed necessary or appropriate to secure the Homekey grant funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “Homekey Documents”).

SECTION 3: The City acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be

incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

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

PASSED, APPROVED AND ADOPTED this 8th day of February, 2022.

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. 22-12 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 8th day of February, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.c.

DATE: February 8, 2022

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. 22-13, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KOA CORPORATION TO PREPARE 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. 22-13, awarding a professional services agreement in the amount of \$107,861.80, to KOA Corporation to provide survey of existing conditions, project design and preparation of the Rush Street Corridor Enhancement Plan.

FISCAL IMPACT: The project will be partially funded by the California Air resources Board (CARB) Grant funds and with a local match requirement in the amount of \$7,904.38 in Measure M funds. The City 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.

On October 26, 2021, the City Council approved a professional services agreement with ActiveSGV, who will be responsible for providing certain tasks on this project. Specifically, ActiveSGV will facilitate and coordinate public engagement and the identification of needs, and track and report data throughout the completion of this project.

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.

In November 2021, the City issued a Request for Proposals (RFP) to Provide Professional Services to Prepare Rush Street Corridor Enhancement Plan. The requested services include providing survey of existing conditions, project design and preparation of corridor enhancement plan for the Rush Street Corridor Enhancement Plan.

The City received three (3) proposals by the RFP deadline on December 15, 2021. The proposers are as follows:

Name of Consultant (alphabetical order)	Firm Location	Fee Proposal
Alta Planning and Design	Los Angeles, CA	\$109,699.00
KOA Corporation	Monterey Park, CA	\$107,861.80
TJKM	Pleasanton, CA	\$90,020.00

In compliance with the City's Purchasing Manual, Chapter 3 – Professional/Consultant Services, the City is required by State Law (GC § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices.

Staff reviewed proposals received and evaluated the proposals based on compliance with the RFP requirements, project understanding and approach, experience, level of effort, schedule and cost effectiveness to provide efficient services. After review, Staff determined that KOA Corporation demonstrated the best understanding of project requirements and has regional experience with similar projects. Therefore, Staff determined that KOA Corporation submitted the most qualified proposal to provide Professional Services to Prepare Rush Street Corridor Enhancement Plan.

The cost submitted by the most qualified consultant, KOA Corporation, to provide professional services to develop the Rush Street Corridor Enhancement Plan is \$107,861.80. Additionally, the cost for City staff time is reimbursable from the project budget.

ATTACHMENT(S):

- A. Resolution No. 22-13
- B. KOA Corporation Proposal For Services
- C. Professional Service Agreement (KOA Corporation)

ATTACHMENT A

RESOLUTION NO. 22-13

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING PROFESSIONAL SERVICE AGREEMENT TO
KOA CORPORATION TO PROVIDE PROFESSIONAL
SERVICES TO PREPARE RUSH STREET CORRIDOR
ENHANCEMENT PLAN

WHEREAS, in August 2020, the City, submitted an Implementation of Planning and Capacity Building Grant Proposal in August 2020, 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, the City issued Request for Proposals to Provide Professional Services to Prepare Rush Street Corridor Enhancement Plan in November, 2021, and the City received three (3) proposals for the solicited services on December 15, 2021;

WHEREAS, the City staff evaluated the proposals and determined that KOA Corporation submitted was the lowest responsive bidder to provide the subject services for 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. Upon reviewing the proposals submitted for Professional Services to Prepare Rush Street Corridor Enhancement Plan, the City Council hereby finds that KOA Corporation has submitted the most lowest responsive bidder, in the amount of \$107,861.80.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute a professional service agreement with KOA Corporation in the amount of \$107,861.80. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 8th day of February, 2022.

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. 22-13 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 8th day of February, 2022, and that said Resolution was adopted by the following vote:

AYES:

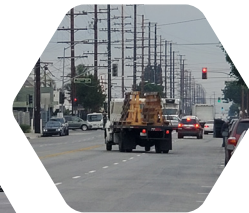
NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



PROPOSAL
RUSH STREET CORRIDOR
ENHANCEMENT PLAN;
STEP GRANT STEP-PG-04
CITY OF SOUTH EL MONTE



DECEMBER 15, 2021

02

SECTION 1 | COVER LETTER

Firm Profile

06

**SECTION 2 | PROJECT SPECIFIC APPROACH,
SCOPE OF WORK**

Proposed Schedule

14

SECTION 3 | PROPOSED PROJECT SPECIFIC STAFF

20

SECTION 4 | SIMILAR PROJECTS AND REFERENCES

26

SECTION 5 | CITY STANDARD CONTRACT

27

SECTION 6 | REQUIRED ATTACHMENTS

Attachment A - Affidavit of Non-Collusion

Attachment B - Claims History

32

APPENDIX

Work Samples



SECTION 1: COVER LETTER



1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754

T: (323) 260-4703 | F: (323) 260-4705 | www.koacorp.com

MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

DATE

December 15, 2021

TO

Mr. Colby Cataldi
Community Development
Director
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

FROM AUTHORIZED PRINCIPAL

Ms. Min Zhou, PE
CEO/President
1100 Corporate Center Drive,
Suite 201
Monterey Park, CA 91754
(323) 260-4703
mzhou@koacorp.com

PROPOSED PROJECT MANAGER

**Mr. Carlos Velásquez, AICP,
LCI**
Project Manager |
VP, Managing Director,
Senior Planner
(323) 859-3135
cvelasquez@koacorp.com

RFP

Rush Street Corridor
Enhancement Plan,
Step Grant No. STEP-PG-04

Dear Mr. Cataldi:

KOA Corporation (KOA) is pleased to provide the City of South El Monte with this proposal for professional consulting services to prepare the Rush Street Corridor Enhancement Plan. KOA understands the project's objective is to develop a corridor plan that will tie together active transportation, complete streets, safe routes to school while enhancing economic vitality.

KOA blends local mobility planning and civil design experience with technical expertise and will offer a fresh approach to this project that will result in creative solutions to general project challenges. The KOA team has the skills and experience on comparable projects in Southern California to deliver the services required under this RFP.

THE RIGHT TEAM

The key personnel for this project have been selected based on their proven track record of success on equivalent projects. Our proposed point of contact and Project Manager, Carlos Velásquez has over 14 years of experience in mobility planning, successfully leading large teams while managing and executing projects with multiple elements and diverse tasks. Carlos will be fully supported by a skilled team of KOA Task Managers and talented specialty experts and complimented by a subconsultant with considerable urban design experience and intimate knowledge of the corridor's issues and needs.

Five Point Design provides boutique level design services with a specialization in the design and management of public works projects throughout Southern California. The firm has a long history of repeat clients, including the cities of Monrovia, Covina, Rosemead, and Bellflower. Their work is collaborative and uses an iterative process to refine and update the design based on feedback generated by clients, team partners, and user-groups. This ensures that the design is tailored specifically to the location and community it serves.

THE RIGHT EXPERIENCE

KOA has led and taken part in more than 100 active transportation planning and design projects. This includes tactical urbanism demonstrations, quick-builds, strategic plans, master plans, active transportation plans, SRTS plans, complete streets plans, feasibility studies, conceptual designs, and final construction plans for hundreds of miles of bikeways, pedestrian improvements, and multi-use corridors.

These projects have given us great knowledge in understanding what it takes to engage with a diverse set of stakeholders, analyze, plan, and ultimately implement mobility solutions for our clients. We are fully prepared and eager to lead this project. Our team stands out for the following reasons:

Core team supported by experts. Our proposed team consists of a core of staff who has frequently worked together to deliver all types of mobility projects. The team consist of expert transportation planners, engineers,



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MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

community planners, engagement specialists, and brand strategists who have a vision and will collaborate to develop a high-quality implementation strategy for this project.

INNOVATION

The highlight of KOA's legacy in active transportation lies in the planning and implementation of the very first and second cycle track and first Bike Boulevard in Southern California. KOA's design team was also at the forefront of implementing the award-winning Rosemead Boulevard beautification project in the City of Temple City.

IMPLEMENTATION

The KOA team brings unparalleled expertise in planning, engineering design, and the implementation of projects. This work has given us an understanding of the intersection of all key elements of this project, including planning, design, tactical urbanism, and providing the City with a framework for implementation. One recent success is the LADOT Little Street demonstration project, where KOA conducted engagement, provided preliminary design, and the project is now constructed (<https://youtu.be/R0FCV9S3-Gs>) as a permanent change, all in three years.

INCLUSIVE ENGAGEMENT STRATEGY

The KOA Team consists of staff members who hail from diverse backgrounds. This diversity in our background guides our planning and engineering practices, ensuring that our work resonates with the multi-ethnic communities that we serve. When planning meetings or events, we focus on engaging people who typically do not participate in transportation planning projects—women, teens, people in low-income communities, members of culturally and linguistically diverse communities. We use data to track which populations we are reaching, and we target outreach toward those who are underrepresented through targeted messaging, graphics, and translation services.

STATEMENTS

- KOA acknowledges receipt of Addendum No. 1, dated 12/8/2021.
- This proposal shall remain valid for 60 days, from the date of submission.

Thank you for this opportunity to offer our services. I am the authorized representative from KOA for this proposal and I can be reached at (323) 260-4703 or via email at mzhou@koacorp.com. Please contact me if you wish to discuss this proposal further or if you have questions regarding this submittal.

We are confident that we have assembled the team that can best meet your needs. We hope that you will give the KOA team your serious consideration and will select us as your consultant team for this project!

Sincerely,
KOA Corporation

Min Zhou, PE
CEO/President

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Grant Writing & Management
Program Management
Construction Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park
Orange
Ontario
San Diego
La Quinta
Culver City

PROJECT OFFICE LOCATION

1100 Corporate Center Drive
Suite 201
Monterey Park, CA 91754
(323) 260-4703

MAIN CONTACT

Mr. Carlos Velásquez, AICP, LCI
Project Manager |
VP, Managing Director,
Senior Planner
(323) 859-3135
cvelasquez@koacorp.com

PRIME CONSULTANT - KOA

Founded in 1987, KOA Corporation (KOA) is a leading provider in traffic engineering, transportation planning and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

SPECIFIC ROLE AND RELATED EXPERIENCE

CORRIDOR STUDY EXPERIENCE

KOA has provided corridor planning and design services for multiple jurisdictions throughout Southern California. Blending comprehensive community outreach approaches, with planning, and engineering design and support, KOA been an essential partner for agencies seeking to reach their mobility goals. For such projects, KOA has provided services such as: GIS analysis, literature and policy review, existing conditions field assessments and documentation, community meeting facilitation, translation services, engineering conceptual design support, cost estimation, project implementation, and grant writing. A signature feature to KOA's approach to such studies is constructability, where KOA's certified planners and registered civil and traffic engineers work together to ensure that corridor projects balance creative mobility approaches with widely accepted engineering standards. Such an approach has led to the successful implementation of numerous bicycle and pedestrian facilities throughout Southern California.

COMPLETE STREETS

KOA has provided complete streets services for numerous projects in California. Encompassed within the complete street planning studies have been services such as: conducting in-depth collision analyses, comprehensive multi-modal network development, project prioritization and cost estimates, transit service improvement suggestions, and public outreach coordination and presentations. KOA's planning and engineering team prides itself in providing our clients with grant-ready planning studies that have been thoroughly examined by our design team to ensure physical feasibility, constructability, and conservative cost estimates.

SECTION 1 | FIRM PROFILE

TYPES OF SERVICES

Landscape Architecture
Civic Identity
Wayfinding

YEAR FOUNDED

2011

FORM OF THE ORGANIZATION

Sole Proprietor

LOCATION OF OFFICES

Pasadena

PROJECT OFFICE LOCATION

347 West Montana Street
Pasadena, CA 91103
(415) 640-4193

MAIN CONTACT

Jaime Yamashita
Principal
(415) 640-4193
yama.jaime@gmail.com

SUBCONSULTANT - FIVE POINT DESIGN

Five Point Design is a full-service landscape architecture practice located in Pasadena, CA. The firm operates as a sole proprietorship and is female and minority owned. Jaime Yamashita serves as the owner and principal of Five Point Design and is a licensed landscape architect in the State of California.

We have worked closely with public agencies and municipalities to create public parks and recreation facilities, multi-modal street redesigns, wayfinding programs, demonstration gardens, plazas, and other projects that seek to bring aesthetic and environmental improvements to the community. We provide a range of professional services including: master planning, design guidelines, design services (conceptual, schematic, design development, and construction documentation), low impact design, identity development, design guidelines, specification writing, and construction observation.

With a long track record of repeat clients, we believe communication and collaboration are key to creating a successful project. Great design is responsive design and it should relate and respond to the needs of the client, the site, the community, and the environmental context at large.

SPECIFIC ROLE AND RELATED EXPERIENCE

Five Point Design will serve as the landscape architect on this project. As part of the team, Five Point Design will focus on urban design elements that increase the comfort, beautification, and usability of Rush Street. We will work closely in partnership with KOA on the conceptual street design and with illustrations in plan view, street cross-sections, and with sketches. These recommendations will include street furniture, signage, and landscaping. Areas. Rush Street currently has very few street trees and planted parkways. To mitigate heat island impacts, it is critical to increase the urban forest. Five Point Design will provide recommendations for landscaped areas including street trees to soften the appearance of the street while adding important shade canopy to the street and sidewalk.

Five Point Design has worked on many streetscapes throughout Southern California, including Rosemead, Monrovia, and Covina. In these projects, the goal is to beautify the street while adding character and civic identity. The streetscapes include both medians and parkways and serve as traffic calming devices. Importantly, the landscaped areas also provide many environmental benefits by addressing stormwater runoff and urban heat island.





SECTION 2: PROJECT SPECIFIC APPROACH; SCOPE OF WORK

PROJECT UNDERSTANDING

South El Monte is one of the smallest cities in the San Gabriel Valley, both by population and size. However, right in the center of the region, the city also serves as a manufacturing and employment hub. With over half of the city's jobs being in warehousing and manufacturing, there is significant truck traffic that traverses its streets. In this regard, two corridors play a prominent role in facilitating this type of travel: Rosemead Boulevard and Rush Street. Unlike Rosemead Boulevard, Rush Street is a four lane, 35 miles-per-hour street that provides direct access to warehousing and manufacturing uses that serve as the city's economic backbone.



Rush Street, looking eastbound

Rush Street is critical as it also serves as a community connector. On the west end, it provides direct access to the Rio Hondo Bicycle Path, which connects people on bicycles to the County's regional bicycle network. On the east end, Rush Street connects to the city's commercial and retail hub at the intersections of Peck Road and Durfee Avenue. Lastly, north and south of the corridor are the city's residential neighborhoods. Due to these reasons, improving accessibility, connectivity, and safety along Rush Street is critical in improving overall mobility in South El Monte.

KOA understands that the City, in collaboration with ActiveSGV, received a California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) grant in 2020. The STEP program focuses on improving mobility equity by empowering communities to enhance their transportation networks and reduce their reliance on personal vehicles. This project's goals is to re-envision Rush Street and explore potential roadway design, urban greening, and safety improvements that will facilitate access while making it easier and safer

for residents, employees, and other road users to get around via public transit, or by walking or bicycling.

KOA is excited to be proposing on this project. As one of Southern California's leading mobility planning and engineering firms, our staff is keenly aware of what is required to make this project a success and positioning the City towards implementation.

PROJECT ISSUES AND APPROACH

To understand the granular issues associated with Rush Street and to formulate the ideal approach for this project, the KOA team conducted a field review of the corridor. Our team reviewed three aspects:

1. Roadway Configuration
2. Sidewalk Conditions and Crossings
3. Urban Greening and Design

1. ROADWAY CONFIGURATION

As mentioned earlier, Rush Street is a four-lane street that is classified as a Secondary Highway according to the 2000 Circulation Element. Rush Street provides direct access to numerous warehousing and manufacturing businesses that line almost the entire extent of the project corridor through several driveways and curb cuts.



Cargo truck turning left at the intersection of Tyler Avenue and Rush Street

Due to the land uses, large vehicles use the corridor and enter businesses using the several driveways. As such, this requires that the traffic lanes be wide enough to accommodate larger vehicles while also providing adequate turning radii to allow them to safely maneuver through intersections.

Any concept that will explore converting the roadway configuration to accommodate bicycle and pedestrian traffic by reducing lane widths or the number of lane will still require accommodating truck traffic and access to the businesses along the corridor.

IMPROVEMENT OPTIONS

In any concept design, KOA staff will consider this by exploring traffic patterns as well as the key traffic generators along the corridor. For example, KOA plans on conducting traffic counts to learn about traffic directionality and understand which movements and directions see the most traffic. Furthermore, key left turn movements and other patterns will be assessed. This will then allow our team to examine what type of lane reconfiguration would be possible and how to best balance the needs of existing businesses while accommodating active mobility users and transit users.

A potential option that can balance the needs of all users is to explore a limited roadway reconfiguration, where instead of eliminating one lane of traffic in each direction, only direction has its travel lane removed (ideally the direction with less traffic). This will allow on-street parking to remain, roadway capacity is maintained along the most heavily used direction, and roadway space is made available to accommodate bicycle traffic, transit vehicle movements or expansion of sidewalk widths.



Person bicycling along north sidewalk along Rush Street

Other options will be explored based on the data and community desires. However, our team will consider all options to ensure that the needs of all users are met.

2. SIDEWALK CONDITIONS & CROSSINGS

Sidewalks along Rush Street vary between five and ten feet. On its own, that is not a terrible condition;

however, what makes walking along the corridor difficult and uninviting is that there are several power poles and other objects that break the walking flow and path of travel. For example, in the location shown in the image below, which is just east of Rosemead Boulevard, there are several features that make walking challenging, including:

- Street trees
- Power poles
- Driveway curb cuts
- Proximity to fast-moving traffic (due to lack of buffer between sidewalk and travel lane)
- Poor pedestrian-scale street lighting

Unfortunately for people who walk the corridor, these conditions are not limited to this segment of Rush Street and are common throughout.



South side sidewalk along Rush Street, east of Rosemead Boulevard

In addition to the difficult walking conditions along sidewalks, street crossings can also be difficult. The reason for this is twofold:

1. Poor crosswalk conditions
2. Long crossing distances

The crosswalks along several streets are poorly maintained with faded paint and obstructions at the intersections. Furthermore, several locations, as shown on the next page, have long crossing distances for people to cross.



North leg crosswalk at the intersection of Santa Anita Avenue & Rush Street

IMPROVEMENT OPTIONS

Potential interventions that would improve sidewalk and crosswalk conditions range from easy to difficult. Poor crosswalk conditions can be easily improved with a fresh coat of paint and improved signage. The pavement conditions would require rehabilitation in certain areas, but overall crossings can be improved inexpensively – if curb ramps are present, which for the most part they are.

Improving sidewalks can be difficult due to the presence of utility elements and other features as those cannot be as easily removed or shifted from the path of travel. However, improvements can take place by focusing on the worst areas and finding ways to improve those. Furthermore, walking along Rush Street can be made more inviting by adding more vegetation, street trees (that do not intrude onto the path of travel), and pedestrian-scale lighting.

3. URBAN DESIGN AND GREENING

A third issue that was explored during our field review was the overall corridor streetscape. As shown in various corridor photos, the roadway lacks street trees, vegetation, and any areas that create a sense of place of people who are walking or bicycling along the street. Furthermore, the lack of these facilities creates an environment where motorists seek to speed through.

That said, there is evidence that some interventions were made to create some general uniformity and improve street design. For example, at the intersection of Santa Anita Avenue & Rush Street, the bus stops feature aesthetically pleasing seating, trash receptacles, and some vegetation is also provided.



Northwest corner of Santa Anita Avenue & Rush Street

IMPROVEMENT OPTIONS

In bringing on Five Point Design, our team will explore urban greening opportunities throughout Rush Street. This will be done by exploring opportunities areas while building off previous efforts to beautify the corridor. Our team will specifically look into the ways we can add comfort, beauty, and a sense of place to the corridor by identifying areas to maximize landscaping as a beautification, street calming, and heat reduction strategy.

This will be done by surveying areas along the corridor that are empty and might be available for acquisition by the City to create pocket parks. Furthermore, parkway sidewalk options will also be explored as well as any opportunities created from a roadway reconfiguration. Lastly, our team will also assess lighting elements.

APPROACH

As discussed in the previous section, our team will take a holistic approach to ensuring that the enhancement plan is one that explores all potential solutions while also considering all constraints. Furthermore, our team will make sure that community input is taken into account and used to validate the issues and potential improvements as proposed in any plan.

Our team understands that partnership with the community and partners such as ActiveSGV will be crucial to making this project a success, and our team is willing and able to ensure that is the case.

SCOPE OF WORK

TASK 1: PROJECT ADMINISTRATION

(This Task is reserved to ActiveSGV; KOA will have no role.)

TASK 2: COMMUNITY ENGAGEMENT

2.1 COMMUNITY ENGAGEMENT PLAN

(No role anticipated for KOA.)

2.2 COMMUNITY ENGAGEMENT SURVEY

KOA will support ActiveSGV as-needed by providing any necessary maps or other documentation needed for survey.

2.3 COMMUNITY ENGAGEMENT – PUBLIC WORKSHOPS

KOA will participate in the three public workshops. Our role will be limited in supporting ActiveSGV. However, our team will work with ActiveSGV and the City to prepare any necessary concepts, summarize existing conditions or any other analysis that has been conducted as part of KOA's other tasks.

KOA staff will also be available to present and collect feedback, as necessary and as directed by ActiveSGV

2.4 COMMUNITY ENGAGEMENT – MATERIALS

KOA will support ActiveSGV with any materials or maps, as necessary and as directed.

2.5 COMMUNITY ENGAGEMENT – ADMINISTRATION

(No role for KOA.)

Task 2 Deliverables:

- KOA to attend and present at three public workshops and prepare any supporting materials for the meetings and to produce the survey and other engagement materials.

TASK 3: DEVELOP RFP

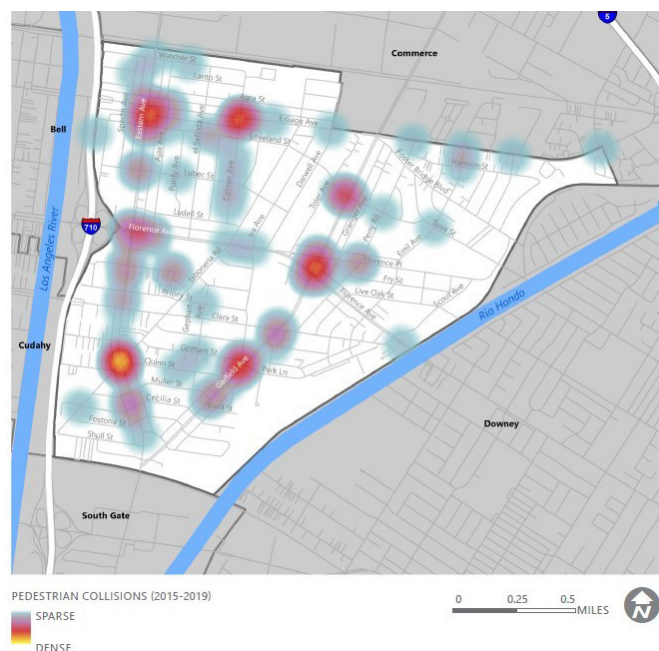
(This Task is reserved to the City and ActiveSGV; KOA will have no role.)

TASK 4: EXISTING CONDITIONS

4.1 DATA COLLECTION AND OPPORTUNITIES AND CONSTRAINTS

KOA will work with the City and ActiveSGV to develop a Data Needs memorandum that will outline the specific data that our team will need to conduct the analysis. Our team will also use that information and identify corridor opportunities and constraints. In addition, our team will collect the necessary transit data, including boarding and alighting numbers from Metro to determine locations of highest use and need.

Our team will prepare maps and conduct any GIS analysis to summarize data that was collected. Our team will also collect collision data along the corridor and note hot spots and primary collision factors that led to the collisions. Maps such as the one below will be prepared and packaged as part of the Existing Conditions report.



Pedestrian collisions heat map prepared for the City of Bell Gardens

4.2 GUIDE PLAN PREPARATION

Our team will review existing and planned land uses, population characteristics, travel patterns and projections along Rush Street and determine the appropriate Plan elements. Furthermore, our team will collect 24-hour daily traffic counts along three screen line locations to determine traffic patterns and directionality.

This will allow KOA to determine what options serve the corridor best and ensure that any potential treatments will maintain optional operational conditions for existing businesses and stakeholders.

4.3 INVENTORY AND EVALUATE EXISTING PEDESTRIAN AND BICYCLE FACILITIES

KOA will conduct a field walk along the corridor to assess pedestrian and bicycling conditions, note infrastructure and its condition. Our team will also work with the City to collect any information on end-trip facilities such as bicycle parking and other elements.

Finally, our team will note bus stop conditions and lighting elements.

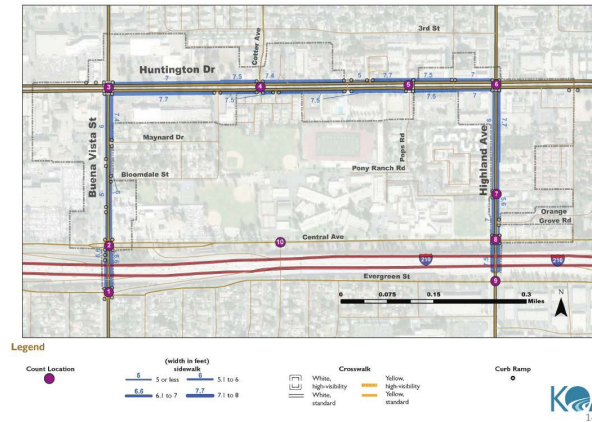
4.4 NOTE PHYSICAL AND FUNCTIONAL CONDITIONS ALONG RUSH STREET

The KOA team will study the physical conditions along the corridor. As part of the field walk, our team will note:

- Sidewalk conditions
- Lighting elements
- Pavement conditions at crossings
- On-street parking facilities
- Existing curb ramps, compliance with latest street standards, and note deficiencies
- Bus stop conditions
- Vehicle speeds, turning movements, and other patterns

Other conditions will be noted, as necessary and as advised by the City.

Duarte Greening and Traffic Calming Plan
Existing Conditions Report
Figure 7: Pedestrian and Bicycle Count Locations, Sidewalk Widths, and Crosswalks



Field review summary map prepared by KOA noting street conditions in Duarte. A similar map will be prepared for Rush Street.

4.5 EXISTING CONDITIONS REPORT

Our team will take all of this information and prepare an existing conditions report that will summarize all of these elements and lay the groundwork for the corridor enhancement plan. KOA will work with the City and ActiveSGV to note the table of contents and other elements that they would like to be covered.

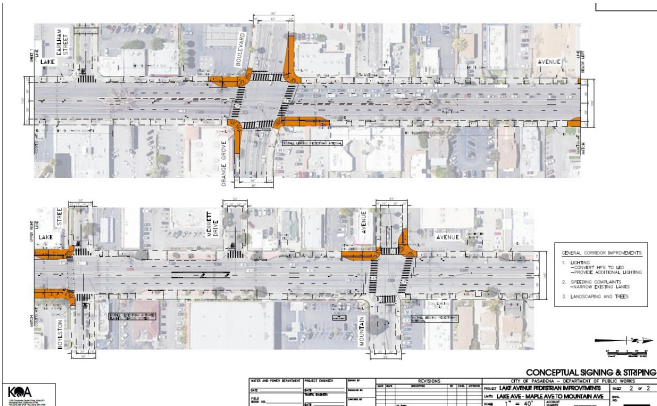
Task 4 Deliverables:

- Data needs list, collect land use, traffic, and other mobility-related data along Rush Street. Conduct a field walk to note bicycling, pedestrian, and conditions of the entire roadway. Prepare existing conditions report and submit to the City and ActiveSGV.

TASK 5: PROJECT DESIGN

5.1 DEVELOP CORRIDOR ENHANCEMENT CONCEPT

Based on the existing conditions report and the data collected, the KOA team will prepare a corridor enhancement concept. The concept will include several elements that will facilitate communication to the community. The concept plans will include sketches, photos, and plan view drawings that will convey the existing corridor condition as well as potential improvement options. Below is a conceptual drawing prepared for the Lake Avenue corridor in Pasadena.



Plan view concept design for Lake Avenue in Pasadena

5.2 DEVELOP CONCEPTUAL DESIGN ALTERNATIVES

Our team will work with ActiveSGV and the City to prepare up to three concept alternatives for the Rush Street corridor. The three alternatives will feature differences in roadway configuration and other elements. KOA will prepare plan view concept designs and prepare up to two photo renderings (as shown below) for each alternative.

The KOA team, with Five Point Design, will be available to present at the public workshop meetings and note feedback from stakeholders.



Photo rendering prepared for Badillo Avenue in Covina by Five Point Design

Task 5 Deliverables:

- Develop corridor enhancement concept and prepare plan view drawings and plans for up to three alternatives. Photo renderings, cross-sections, sketches, and photos will be collected and prepared for each alternative. Up to two photo renderings per alternative. The KOA team will attend each public works meeting to present and note input.

TASK 6: CORRIDOR ENHANCEMENT PLAN

6.1 PREPARE CORRIDOR ENHANCEMENT PLAN

KOA will work with ActiveSGV and the City to determine the preferred alternative. KOA will then prepare the Corridor Enhancement Plan document. The Plan will include the existing conditions report, and will be formatted in the following way (pending approval from the City/ActiveSGV):

- Executive Summary
- Introduction
- Project Goals and Objectives
- Community Engagement
- Existing Conditions
- Alternatives Analysis and Recommendations
- Rush Street Concepts and Recommendations
- Programs/Policies and Facility Design/Implementation
- Funding Strategies
- Appendices

6.2 FUNDING SOURCES

KOA will work with the City and ActiveSGV to develop an implementation and funding strategy to work out the accelerated roll-out of projects, and any other suggested infrastructure and/or programming recommendations. The funding strategy will include information on: project prioritization, competitive funding that is available (ATP, HSIP, Call for Projects), and other sources. Once those are identified, KOA will work with the City and ActiveSGV to ensure that the plans, recommendations, and any documentation is in grant ready format. Maps, costs, and other materials will be developed so that the City and their partners can easily roll them into a grant application or other funding request.

SECTION 2 | PROJECT SPECIFIC APPROACH | SCOPE OF WORK



6.3 AND 6.4 PRESENT AND PUBLIC WORKSHOP AND SOLICIT FEEDBACK

KOA will present the enhancement plan at any necessary public meeting and collect community feedback. Our team will be made available to customize materials as necessary and collect input from stakeholders.

6.5 COMPLETE CORRIDOR ENHANCEMENT PLAN

KOA will complete the enhancement plan based on input received from the community. Any input will be incorporated into the plan and addressed accordingly to ensure full transparency and reflection of community needs.

6.6 PRESENT AT CITY COUNCIL

KOA will be available to present at City Council and note any input received. KOA will address and adjust the Enhancement Plan accordingly.

VALUE ADDED TASK: COST ESTIMATES

Although not noted in the formal RFP, upon finalizing the recommendations, KOA's engineering staff will then prepare cost estimates for each facility and associated treatments. The cost estimates will provide unit costs for each line item that would be required to construct each improvement. Upon coordination with City staff, KOA can make adjustments to inflation factors, contingencies, and any other cost assumptions.

PROJECT TYPE	LOCATION	CROSS STREETS/LIMITS	DESCRIPTION	STREET	UNIT	UNIT COST	QUAN	TOTAL	ASSUMPTIONS/COMMENTS
Continental Crosswalk (Residential)	AGRA ST	COLMAR AVE	upgrade all legs	LOCAL STREET	EA	\$ 1,000.00	4	\$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Residential)	AGRA ST	JABONERIA RD	upgrade all legs	LOCAL STREET	EA	\$ 1,000.00	4	\$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.
Curb Extension	AGRA ST	COLMAR AVE	on southwest and northeast corners	LOCAL STREET	Corner	\$ 95,000.00	2	\$ 190,000.00	1. Includes demolition and construction of curb extension.
Signage	AGRA ST	COLMAR AVE	Stop Sign Reinstallation SW & NE corners	LOCAL STREET	EA	\$ 500.00	2	\$ 1,000.00	
Curb Extension	AGRA ST	JABONERIA RD	on the southwest and northeast corners	LOCAL STREET	Corner	\$ 95,000.00	2	\$ 190,000.00	1. Includes demolition and construction of curb extension.
Signage	AGRA ST	JABONERIA RD	Stop Sign Reinstallation SW & NE corners	LOCAL STREET	EA	\$ 500.00	2	\$ 1,000.00	
Mini Traffic Circle (Residential)	AGRA ST	EL SELINDA AVE	Mini Traffic Circle	LOCAL STREET	EA	\$ 82,000.00	1	\$ 82,000.00	1. Includes demolition and construction of traffic circle.2. Mini traffic
Signage	AGRA ST	EL SELINDA AVE	At traffic circle	LOCAL STREET	EA	\$ 500.00	4	\$ 2,000.00	
Raised Intersection	AGRA ST	COLMAR AVE		LOCAL STREET	LS	\$ 144,610.00	1	\$ 144,610.00	1. Assuming an intersection with all legs 40' from curb to curb
Raised Intersection	AGRA ST	JABONERIA RD		LOCAL STREET	LS	\$ 144,610.00	1	\$ 144,610.00	1. Assuming an intersection with all legs 40' from curb to curb
			median refuge/traffic diverter in the center of intersection; replace existing beacons with HAWK signals	LOCAL STREET	LS	\$ 88,899.00	1	\$ 88,899.00	1. Assuming an intersection like Gage Ave & Specht Ave 2) Includes
Diverter Cost (Specht Ave & Gage Ave)	AJAX AVE	GAGE AVE	north & south legs	LOCAL STREET	EA	\$ 1,000.00	2	\$ 2,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Residential)	AJAX AVE	GAGE AVE	Standard turn arrow	LOCAL STREET	SF	\$ 3.00	30	\$ 90.00	
Pavement Markings	AJAX AVE	GAGE AVE	"ONLY"	LOCAL STREET	SF	\$ 3.00	44	\$ 132.00	
Bike Sharrow Pavement Marking	AJAX AVE	GAGE AVE		LOCAL STREET	SF	\$ 46.00	6	\$ 276.00	
Continental Crosswalk (Residential)	AJAX AVE	LOVELAND ST	on all legs	LOCAL STREET	EA	\$ 1,000.00	4	\$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.
Mini Traffic Circle (Residential)	AJAX AVE	LUBEC ST	center of intersection	LOCAL STREET	EA	\$ 82,000.00	1	\$ 82,000.00	1. Includes demolition and construction of traffic circle.2. Mini traffic
Signage	AJAX AVE	LUBEC ST	At traffic circle	LOCAL STREET	EA	\$ 500.00	4	\$ 2,000.00	
Speed Humps	AJAX AVE	LUBEC ST - LUDELL ST	throughout corridor	LOCAL STREET	EA	\$ 9,973.00	2	\$ 19,946.00	1. Includes demo and construction of existing pavement section with
Continental Crosswalk (Residential)	AJAX AVE	FLORENCE AVE	on the north leg	LOCAL STREET	EA	\$ 1,000.00	1	\$ 1,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Arterial)	AJAX AVE	FLORENCE AVE	on the east leg	LOCAL STREET	EA	\$ 2,000.00	1	\$ 2,000.00	
Curb Extension at Signalized Intersection	AJAX AVE	FLORENCE AVE	at the northeast corner into Ajax Ave	LOCAL STREET	Corner	\$ 192,000.00	1	\$ 192,000.00	1. Includes demolition and construction of curb extension.2. Signal
Signal Timing	AJAX AVE	FLORENCE AVE	Leading Pedestrian Interval	LOCAL STREET	LS	\$ 4,000.00	1	\$ 4,000.00	
Striping	CLARA ST	WEST - EAST CITY LIMIT	Edgeline Treatment on both sides	COLLECTOR STREET	Mile	\$ 10,560.00	2.71	\$ 28,617.60	1. Length of street is 7180 ft
Bike Sharrow Pavement Marking	CLARA ST	WEST - EAST CITY LIMIT	Edgeline Treatment on both sides	COLLECTOR STREET	SF	\$ 46.00	22	\$ 1,012.00	
Signage	CLARA ST	WEST - EAST CITY LIMIT		COLLECTOR STREET	EA	\$ 500.00	23	\$ 11,500.00	
Continental Crosswalk (Residential)	COLMAR AVE	GAGE AVE	upgrade north and south legs	LOCAL STREET	EA	\$ 1,000.00	2	\$ 2,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Arterial)	COLMAR AVE	GAGE AVE	upgrade west and east legs	LOCAL STREET	EA	\$ 2,000.00	2	\$ 4,000.00	
Continental Crosswalk (Residential)	COLMAR AVE	LOVELAND ST	upgrade all legs	LOCAL STREET	EA	\$ 1,000.00	4	\$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.

Cost Estimates developed by KOA for the Bell Gardens Complete Streets Plan

Task 6 Deliverables:

- Draft corridor enhancement plan, identify funding sources and lay out appropriate funding strategy, cost estimates, present plan at any public workshop and solicit feedback. Complete the enhancement plan and present at City Council.

TASK 7: DATA TRACKING AND REPORTING & TASK 8: PROJECT CLOSE-OUT

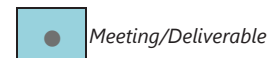
(These Tasks are reserved to ActiveSGV; KOA will have no role.)



SECTION 2 | PROJECT SPECIFIC APPROACH | SCOPE OF WORK



PROPOSED SCHEDULE	2022												2023
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
TASK 1: PROJECT ADMINISTRATION													
TASK 2: COMMUNITY ENGAGEMENT													
TASK 3: DEVELOP RFP													
TASK 4: EXISTING CONDITIONS													
4.1 Data Collection													
4.2 Guide Plan Preparation													
4.3 Pedestrian and Bicycle Facilities													
4.4 Physical and Functional Street Conditions													
4.5 Existing Conditions Report													
TASK 5: PROJECT DESIGN													
5.1 Develop Corridor Enhancement Concept													
5.2 Develop Conceptual Design Alternatives													
TASK 6: CORRIDOR ENHANCEMENT PLAN													
6.1 Prepare Corridor Enhancement Plan													
6.2 Funding Sources													
6.3 and 6.4 Present at Workshops and Solicit Public Feedback													
6.5 Complete Corridor Enhancement Plan													
6.6 Present at City Council													
TASK 7: DATA TRACKING AND REPORTING													
TASK 8: PROJECT CLOSE OUT													





SECTION 3: PROPOSED PROJECT SPECIFIC STAFF

SECTION 3 | PROPOSED PROJECT SPECIFIC STAFF



ORGANIZATIONAL CHART

The organizational chart below reflects the proposed roles and organization of the KOA staff and subconsultants who will be assigned to perform and/or assist with the required services and deliverables. KOA has a capacity of over 105 qualified professionals available to perform services for this effort. Our project team was organized specifically for this project based on the skill set and experience of the staff and subconsultants.

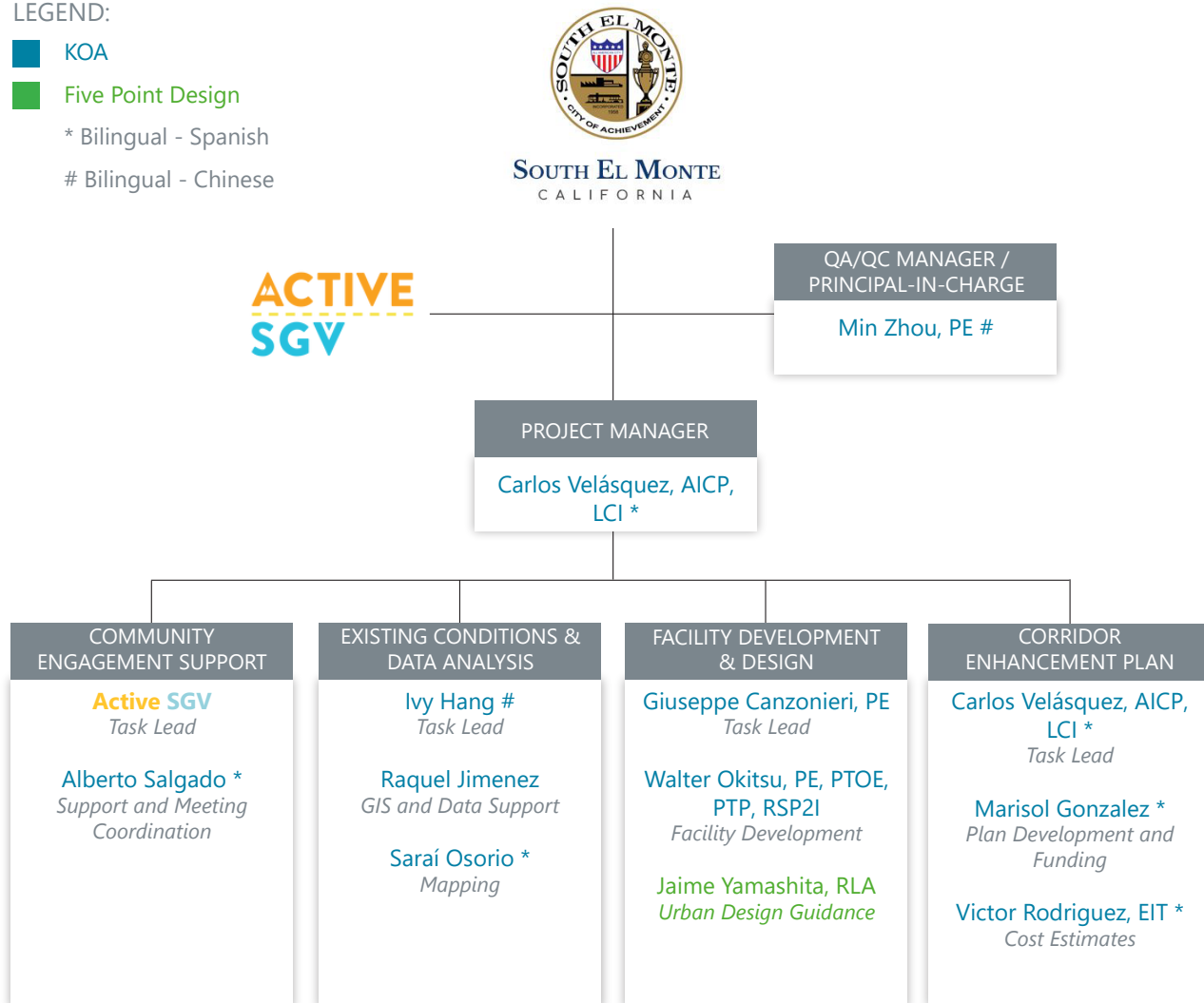
LEGEND:

■ KOA

■ Five Point Design

* Bilingual - Spanish

Bilingual - Chinese



SECTION 3 | PROPOSED PROJECT STAFF

CARLOS VELÁSQUEZ, AICP, LCI

PROJECT MANAGER | VP, SENIOR PLANNER
KOA



EDUCATION

MA, City and Regional Planning, University of California, Berkeley

BA, Geography/ Environmental Studies and History, University of California, Los Angeles

REGISTRATIONS

American Institute of Certified Planners (AICP), #026845

League Cycling Instructor (LCI), #4369

EXPERIENCE

8 Years with KOA
14 Years in Industry

BILINGUAL

English, Spanish

PROFESSIONAL AFFILIATIONS

American Planning Association

Urban Land Institute Young Professionals in Transportation

League Certified Instructor, League of American Bicyclists

Carlos Velásquez brings over 14 years of experience working and leading numerous mobility projects throughout the southern California. He has worked on circulation elements, way-finding inventory and signage plans, bicycle and pedestrian plans, safe routes to school countermeasure design and implementation projects, non-motorized facility design, and active transportation grant application development. In the last six years at KOA, Carlos has managed projects totaling over \$5-million in contract value, including numerous subconsultants. He is currently wrapping up a multi-year, million-dollar safe routes to school project with LADOT, which required extensive bilingual engagement, bikeway and pedestrian facility concept design and feasibility analysis, and grant application preparation; these efforts led to funding and implementation.

In the last five years, Carlos has managed three projects that have had several proposed treatments go into implementation. For example, in the City of Burbank, Carlos managed a Safe Routes to School Project that resulted in the construction of curb extensions at two school sites - the treatments were completed within 18 months of KOA starting the project. Other rapid-implementation projects include the aforementioned SRTS project for LADOT and another SRTS project in the City of Downey.

Carlos understands what it takes to implement mobility projects and will bring that same level of expertise to the City of South El Monte.

RELEVANT EXPERIENCE

Bell Gardens Citywide Complete Streets, City of Bell Gardens

2020 Transportation Planning Award of Merit, APA-Los Angeles

Project Manager. KOA worked closely with City staff to develop a tailored community outreach plan that was inclusive of all the city's residents. Using input acquired from the public outreach events and collected by staff, KOA developed a complete streets plan for the major street typologies in the City. This included recommendations for addressing traffic safety, vehicle/pedestrian conflicts, and recommendations to accommodate all modes of transportation. Furthermore, KOA also recommended and designed a Low Stress Network for local/residential streets. The network includes traffic calming elements to improve safety and encourage more bicycle and pedestrian usage of these streets.

Safe Routes to School Plans for the Top 50 Schools with Most Need, City of Los Angeles Department of Transportation

2019 ASCE Los Angeles Outstanding Small Project of the Year Award

Project Manager. KOA conducted community engagement and developed specific bicycle and pedestrian countermeasures to improve safety around 41 of the Top 50 schools with the most collisions within the Los Angeles Unified School District (LAUSD). KOA worked with LADOT, StreetsLA, LAUSD, and school staff to coordinate walking safety assessment events with parents and students to identify safety problems and assess solutions to improve conditions. The public engagement process has been recognized in the industry at conferences such as National Association City Transportation Officials (NACTO) and the American Planning Association (APA).

Bicycle and Pedestrian Master Plan, City of Commerce

Project Manager. KOA prepared the City's first bicycle and pedestrian master plan. KOA was responsible for public outreach, data collection/analysis, network development, project prioritization, cost estimates, and final plan production. As a part of the process, KOA crafted an engagement action plan for the City's residents, the local industrial council, and major goods movement stakeholders. A key aspect of the plan was connecting the City's disparate neighborhoods to each other and to destinations outside of the city.

Pico Boulevard Pedestrian Safety Improvement Project, City of Santa Monica

Principal. KOA provided the City of Santa Monica with civil and traffic engineering design services for the Pico Boulevard Pedestrian Safety Improvements Project. The project included: alternatives analysis, public outreach, preparation of street improvement, signing & striping, traffic signal, street lighting, plans, specifications and estimates (PS&E) for pedestrian improvements at five locations along Pico Boulevard, and construction support. The project locations are: Pico Boulevard & 16th Street, 17th Street, 19th Street, 21st Street, 22nd Street, and Cloverfield Boulevard. Improvements along the corridor included curb extensions, ADA compliant curb ramps, protected intersection, Class IV bike lanes, bicycle signals, roadway narrowing, median refuge islands for RRFB crossing, and bus stop relocations. The project was funded through ATP and included coordination with various departments at the City of Santa Monica, Southern California Edison, and Big Blue Bus.

Downey Safe Routes to School and PS&E, City of Downey

Project Manager. KOA assisted the City of Downey to prepare a Safe Routes to School study and engineering plans for five schools located in the southern part of the City. The project also involved conducting safety education programming at each school. This involved student-oriented safety workshops, parent workshops, and promoting a culture of safety around these schools. KOA conducted engagement, field review, walk audits, and developed safety infrastructure improvements for each school. KOA also developed full construction plans for sidewalk and curb ramp improvements around each school.

Pasadena North Lake Avenue Traffic and Pedestrian Safety Enhancement Plan, City of Pasadena

Project Manager. KOA is currently developing a concept design plan to enhance traffic and pedestrian safety along North Lake Avenue between Maple Street and Mountain Street. KOA utilized a variety of tools including Streetlight Data, ClearGuide, RoadSafe GIS, and others to assess the traffic operation and to understand the travel pattern along North Lake Avenue. A project website built on an e-learning platform Articulate 360 has been developed to provide a virtual open house experience for the interested parties and the general public.

SECTION 3 | PROPOSED PROJECT STAFF

MIN ZHOU, PE

QA/QC MANAGER | PRINCIPAL-IN-CHARGE |
CEO/PRESIDENT | KOA



EDUCATION

Masters of Urban and Regional Planning (MURP), School of Architecture, Tsinghua University, Beijing, China

MS, Civil Engineering, Michigan State University

BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATIONS

Professional Engineer (PE), Civil, CA #66448

EXPERIENCE

15 Years with KOA
30 Years in Industry

BILINGUAL

English, Chinese

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers (ITE), Former Complete Streets Council Executive Committee

Women's Transportation Seminar

International Chinese Transportation Professional Association

RELEVANT EXPERIENCE

Traffic Engineering and Consulting Services for Apple Valley SR-18 Corridor Enhancement Plan, Town of Apple Valley

Project Manager. One of the key challenges in the "Village" commercial community was access to the properties from SR 18. As a four-lane divided highway with parallel frontage roads that provide only limited parking and sidewalks, direct access to most of the businesses was not possible. In answer to this, the Town received Caltrans' Sustainable Communities Award, in order to examine transportation improvements along the Highway 18 corridor and to create a "Complete Street" that would provide transportation provisions for motorists, pedestrians, and bicyclists. For this project, our team reviewed the corridor's existing conditions and provided evaluations and recommendations based on the collected data. We prioritized projects based on the recommendations and discussed strategies for implementing and funding them.

Bell Gardens Citywide Complete Streets, City of Bell Gardens

Principal-in-Charge. KOA worked closely with City staff to develop a tailored community outreach plan that was inclusive of all the city's residents. Using input acquired from the public outreach events and collected by staff, KOA developed a complete streets plan for the major street typologies in the City. This included recommendations for addressing traffic safety, vehicle/pedestrian conflicts, and recommendations to accommodate all modes of transportation. Furthermore, KOA also recommended and designed a Low Stress Network for local/residential streets. The network includes traffic calming elements to improve safety and encourage more bicycle and pedestrian usage of these streets.

Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design, City of Long Beach

Project Manager. KOA conducted a feasibility study and prepared plans, specifications, and cost estimates (PS&E) for a 10-mile bike facility along Daisy Avenue and Myrtle Avenue in the City of Long Beach. This north-south bikeway project provides connections from Downtown Long Beach to North Long Beach through multiple neighborhoods and several schools with close to 2,000 students combined. It brought traffic calming and multimodal improvements to the corridor through treatments such as roundabouts, mini traffic circles, pedestrian refuge islands, a traffic signal, bicycle detectors, and other greenway facilities. KOA provided construction assistance services during the City's implementation of the designs.

SECTION 3 | PROPOSED PROJECT STAFF

IVY HANG

EXISTING CONDITIONS AND DATA ANALYSIS | TASK LEAD
KOA**EDUCATION**

BS, Urban and Regional Planning, California State Polytechnic University, Pomona

BS, Minor in Geographic Information Systems, California State Polytechnic University, Pomona

BILINGUAL

English, Chinese

Ivy Hang is a Senior Associate Planner at KOA with more than 13 years of experience in transportation/transit planning. Ivy has prepared numerous traffic impact studies, parking studies, and sections of environmental documents. She has performed traffic operation analyses, construction impact analyses, parking demand and shared parking analyses, signal warrant analyses, vehicle queuing calculations, etc. She is proficient in data collection and managing large datasets. Ivy is an expert in Geographic Information Systems (GIS). Ivy is a Senior Associate Planner at KOA with more than 13 years of experience in transportation/transit planning. Ivy has prepared numerous traffic impact studies, parking studies, and sections of environmental documents. She is proficient in data collection and managing large datasets.

RELEVANT EXPERIENCE

- Moonridge Road Complete Street Design, Big Bear Lake
- Pasadena North Lake Avenue Traffic and Pedestrian Safety Enhancement Plan, Pasadena
- Delta Avenue Bicycle Boulevard, Long Beach
- Beverly/Robertson Streetscape, West Hollywood
- Bicycle and Pedestrian Master Plan, Commerce
- Santa Clarita Safe Routes to School Plan, Santa Clarita
- Huntington Drive Safe Streets Corridor Plan, San Marino

GIUSEPPE CANZONIERI, PE

FACILITY DEVELOPMENT AND DESIGN | TASK LEAD
KOA**EDUCATION**

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Professional Engineer (PE), Civil, CA #79006

SKILLS/TRAINING

AutoCAD, Civil 3D, Microstation

Giuseppe Canzonieri is a Senior Engineer with KOA. He has performed numerous projects for both public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing & striping design, traffic control design, construction specifications and cost estimates. He has served as project manager and project engineer on several civil and traffic engineering design projects for several Cities throughout Southern California. Giuseppe is also known for his quality control capabilities and providing clients with high quality construction documents.

RELEVANT EXPERIENCE

- Pico Boulevard Pedestrian Safety Improvement Project, Santa Monica
- Foothill Boulevard Master Plan Implementation, Claremont
- Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design, Long Beach
- Rosemead Boulevard Safety Enhancements Design/Study, Rosemead
- Mountain Street Complete Streets Project, Pasadena
- LADOT Safe Routes to School (SRTS) PS&E, Los Angeles
- North Lake Avenue Traffic and Pedestrian Safety Enhancement Plan, Pasadena
- Downey Bike Master Plan Phase 1, Downey

SECTION 3 | PROPOSED PROJECT STAFF

**EDUCATION**

MS, Transportation Engineering, University of California, Berkeley

BS, Civil Engineering, California State University, Los Angeles

BS, Math-Computer Science, University of California, Los Angeles

REGISTRATIONS

Professional Engineer (PE), Civil, CA #52655

Professional Engineer (PE), Traffic, CA #1406

WALTER OKITSU, PE, PTOE, PTP, RSP2I

FACILITY DEVELOPMENT AND DESIGN | FACILITY DEVELOPMENT
KOA

Walter Okitsu is a VP/Principal at KOA and has extensive experience in transportation planning and traffic design. He is responsible for a wide variety of highway, transit way and bikeway projects which includes design for traffic signals, street lighting, signing & striping, and worksite traffic control. He collaborates with company-wide project managers to ensure the delivery of high-quality products to our clients. Walter has field and managerial experience on traffic impact, feasibility analysis, and circulation projects. Most recently, Walter was awarded the 2020 Lifetime Achievement Award by Institute of Transportation Engineers (ITE) - Southern California Section.

RELEVANT EXPERIENCE

- **Traffic Engineering and Consulting Services for Apple Valley SR-18 Corridor Enhancement Plan, Town of Apple Valley**
- **Bell Gardens Citywide Complete Streets, Bell Gardens**
- **Pico Boulevard Pedestrian Safety Improvement Project, Santa Monica**
- **SCAG Central Santa Ana Complete Streets Plan, Santa Ana**
- **Foothill Boulevard Master Plan Implementation, Claremont**
- **Palm Avenue Commercial Corridor Master Plan, Imperial Beach**
- **Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design, Long Beach**

**EDUCATION**

Master of Landscape Architecture, California State Polytechnic University, Pomona

BA, Neuroscience, Pomona College

REGISTRATIONS

Registered Landscape Architect, CA #5571

JAIME YAMASHITA, RLA

FACILITY DEVELOPMENT AND DESIGN | URBAN DESIGN
GUIDANCE | *Five Point Design*

With over 15 years of professional experience, Jaime Yamashita has been responsible for managing multi-disciplinary public works projects and leading community outreach events. Her recent projects including gateway and monument signage, median improvements, and park design. She has managed final PS&E packages for the cities of Monrovia, Bellflower, Covina, Rosemead, and Monterey Park. She has also worked on city visioning, signage, and wayfinding projects for the cities of Barstow, San Dimas, Monrovia, and Commerce. She brings project and client management, quality assurance, and construction administration experience to high quality municipal projects and public spaces. Her strengths include a rigorous attention to detail and quick problem-solving skills that bring projects to fruition on time, on budget, and with minimal change orders. She excels at coordination among numerous disciplines and multiple stakeholders, agencies, and granting organizations.

RELEVANT EXPERIENCE

- **Badillo Street, Covina**
- **Banna Park, Covina**
- **Huntington Drive Landscape Improvements and Monument Signage, Monrovia**



SECTION 4: SIMILAR PROJECTS AND REFERENCES

SECTION 4 | PROJECTS & REFERENCES

REFERENCE

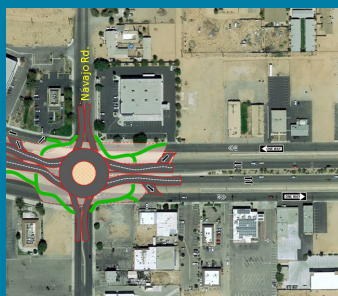
Rich Berger
Project Manager
Town of Apple Valley
(760) 240-7000 Ext. 7530
rberger@applevalley.org

DURATION

10/2017 - 9/2019

FEE

\$260,000



REFERENCE

Chau Vu
City of Huntington Beach
(Formerly with City of Bell Gardens)
(714) 374-5345
chau.vu@surfcity-hb.org

DURATION

2/2018 - 4/2020

FEE

\$120,470



APPLE VALLEY SR-18 CORRIDOR ENHANCEMENT PLAN

TOWN OF APPLE VALLEY, CA

KOA

One of the key challenges in the "Village" commercial community was access to the properties from SR 18. As a four-lane divided highway with parallel frontage roads that provide only limited parking and sidewalks, direct access to most of the businesses was not possible. In answer to this, the Town received Caltrans' Sustainable Communities Award, in order to examine transportation improvements along the Highway 18 corridor and to create a "Complete Street" that would provide transportation provisions for motorists, pedestrians, and bicyclists. For this project, our team reviewed the corridor's existing conditions and provided evaluations and recommendations based on the collected data. We prioritized projects based on the recommendations and discussed strategies for implementing and funding them. We invited Caltrans staff to our kick-off meeting to ensure accuracy in following the grant guidelines. The topics addressed for the grant included sustainability, preservation, mobility, safety, innovation, economy, health, and equity. KOA's approach to public outreach included data collection, field observation, online and interception surveys, community meetings, and presentations.

STAFF: Min Zhou, Walter Okitsu, Ivy Hang

BELL GARDENS CITYWIDE COMPLETE STREETS

BELL GARDENS, CA

KOA

KOA recently finalized work on the City's award-winning Citywide Complete Streets Plan. For this project, KOA worked closely with City staff to develop a tailored community outreach plan that was inclusive of all the city's residents. Using input acquired from the public outreach events and collected by staff, KOA developed a complete streets plan for the major street typologies in the City. This included recommendations for addressing traffic safety, vehicle/pedestrian conflicts, and recommendations to accommodate all modes of transportation. Furthermore, KOA also recommended and designed a Low Stress Network for local/residential streets. The network includes traffic calming elements to improve safety and encourage more bicycle and pedestrian usage of these streets. A unique feature within this Plan is KOA's nuanced approach to setting it up for implementation. KOA did this by 'packaging' each street and its recommended treatments as an individual project. KOA then prepared cost estimates for each mini-project and ranked them based on a set of tailored criteria. Thanks to KOA's efforts, the City was awarded \$7-million in construction funds through ATP Cycle 5. *The project was the recipient of the American Planning Association - Los Angeles Chapter's Transportation Planning Award of Merit.*

STAFF: Carlos Velásquez, Min Zhou, Walter Okitsu, Alberto Salgado

SECTION 4 | PROJECTS & REFERENCES

REFERENCE

Joseph SanClemente, PE
Public Works Director
City of Hermosa Beach
(Formerly with City of Santa Monica)
(310) 318-0214
jsanclemente@hermosabeach.gov

DURATION

7/2019 - 3/2021

FEE

\$235,441



REFERENCE

Mike Singleton
Principal
KTU+A
(619) 294-4477 Ext. 134
mike@ktua.com

DURATION

12/2015 - 7/2017

FEE

\$54,240



PICO BOULEVARD PEDESTRIAN SAFETY IMPROVEMENT PROJECT

SANTA MONICA, CA

KOA

KOA provided the City of Santa Monica with civil and traffic engineering design services for the Pico Boulevard Pedestrian Safety Improvements Project. The project included: alternatives analysis, public outreach, preparation of street improvement, signing & striping, traffic signal, street lighting, plans, specifications and estimates (PS&E) for pedestrian improvements at five locations along Pico Boulevard, and construction support. The project locations are: Pico Boulevard & 16th Street, 17th Street, 19th Street, 21st Street, 22nd Street, and Cloverfield Boulevard. Improvements along the corridor included curb extensions, ADA compliant curb ramps, protected intersection, Class IV bike lanes, bicycle signals, roadway narrowing, median refuge islands for RRFB crossing, and bus stop relocations. The project was funded through ATP and included coordination with various departments at the City of Santa Monica, Southern California Edison, and Big Blue Bus.

STAFF: Carlos Velásquez, Walter Okitsu, Giuseppe Canzonieri

SCAG CENTRAL SANTA ANA COMPLETE STREETS PLAN

SANTA ANA, CA

KOA

The Central Santa Ana Complete Streets Plan provided improvement recommendations for 10 major corridors in Central Santa Ana, including: Edinger Avenue, McFadden Avenue, Raitt Street, Willits Street, Flower Streets, Fairview Street, 5th Street, 1st Street, Orange Avenue, and Saint Andrew Place. KOA assisted with the design development by conducting engineering field review, providing engineering oversight for all pedestrian and bicycle improvements, and producing conceptual plans for seven corridors. KOA staff also assisted in the community outreach, provided facilitation and Spanish translation to community participants. This plan identified Complete Streets methods and designs to improve walking and bicycling conditions within the Central area of Santa Ana. It detailed recommendations for physical changes to the lanes, medians, sidewalks, curb ramps, and intersections (crosswalks and traffic signals) that could provide safe modes of active transportation within these corridors. These detailed recommendations were responses to the data for bicycle and pedestrian collisions at mid-blocks and intersections (signalized and non-signalized).

STAFF: Min Zhou, Walter Okitsu, Ivy Hang

SECTION 4 | PROJECTS & REFERENCES

FOOTHILL BOULEVARD MASTER PLAN IMPLEMENTATION

CLAREMONT, CA

KOA

KOA assisted the City to prepare plans, specifications and estimates (PS&E) to implement the Foothill Boulevard Master Plan in the City of Claremont. The project is contained to a two-mile stretch along Foothill Boulevard between Town Avenue and The City Boundary. The initial phases of the project included a comprehensive traffic impact study, geotechnical investigation (including percolation test), and hydrology study. The design team utilized the preliminary data to develop three concept plans including protected intersections, Class IV bikeway integration, bio-retention/infiltration, and drought tolerant landscape. The preferred alternative included roadway improvements, bio-retention planters, 21 drywells, 900-feet of new storm drains, Class II & IV bicycle lanes, intersection bulb-outs, median and parkway landscaping/irrigation, traffic signal modification, sidewalk improvements, street/pedestrian lighting, and entry monuments. KOA led the team of consultants throughout the design, bid, and construction phases. In addition, KOA provided construction management and inspection service. *This project won the American Public Works Association (APWA) 2020 Best Award for Storm Water Quality. This project also won the ASLA Southern California Chapter Transportation/ Multi-modal award.*

STAFF: Walter Okitsu, Giuseppe Canzonieri, Victor Rodriguez

REFERENCE

Vincent Ramos
Assistant Engineer
City of Claremont
(909) 399-5395
vramos@ci.claremont.ca.us

DURATION

6/2016 - 2/2021

FEE

\$1,800,000



REFERENCE

Armin Kheirmand
Associate Engineer
City of Pasadena
(626) 744-7224
akheirmand@
cityofpasadena.net

DURATION

3/2018 - 3/2019

FEE

\$180,000



PASADENA ALLEN STATION GOLD LINE SAFETY ENHANCEMENT PROJECT

PASADENA, CA

KOA

KOA worked with the City of Pasadena to create a new street vision for Allen Avenue, between Villa Street and Colorado Boulevard. The project involved developing a concept design that reflected neighborhood concerns by incorporating safety enhancements that improved walkability and enhanced connections to the Metro Gold Line station at Allen Avenue. KOA and the City led outreach efforts, which included developing a project website, four community workshops, an intercept survey at the Allen station, and an online survey for the public to provide input. KOA provided engineering concept design plans and cost estimation. The proposed safety countermeasures included sidewalk and curb extensions, buffered bike lanes, high visibility crosswalks, a kiss-and-ride zone, improved landscaping and pedestrian lights, and more. In addition, KOA staff prepared 3D renderings that were used in the public outreach meetings. The project gained much support from the local communities. The City is currently looking for funding to implement the project. A quick-build grant has been secured by the City from SCAG's Sustainable Communities Program.

STAFF: Min Zhou, Walter Okitsu, Giuseppe Canzonieri

SECTION 4 | PROJECTS & REFERENCES

REFERENCE

Onofre Ramirez
Senior Civil Engineer
City of Long Beach
(562) 570-6183
onofre.ramirez@longbeach.gov

DURATION

8/2012 - 4/2019

FEE

\$730,000



REFERENCE

Jerry Selby
City of Imperial Beach
(619) 424-2226

DURATION

1/2011 - 9/2014

FEE

\$253,385



DAISY/MYRTLE 10-MILE BIKE BOULEVARD PS&E DESIGN

LONG BEACH, CA

KOA

KOA conducted a feasibility study and prepared plans, specifications, and cost estimates (PS&E) for a 10-mile bike facility along Daisy Avenue and Myrtle Avenue in the City of Long Beach. This north-south bikeway project provides connections from Downtown Long Beach to North Long Beach through multiple neighborhoods and several schools with close to 2,000 students combined. It brought traffic calming and multimodal improvements to the corridor through treatments such as roundabouts, mini traffic circles, pedestrian refuge islands, a traffic signal, bicycle detectors, and other greenway facilities. KOA provided construction assistance services during the City's implementation of the designs. Through the project development process, KOA worked closely with City staff, conducted public outreach, and managed more than four subconsultants. The four roundabouts designed by KOA are located at: Myrtle Avenue at Harding Avenue, Linden Avenue at Bixby Road, Linden Avenue at Harding Avenue, Myrtle Avenue at 70th Street. *This project was awarded the 2019 Engineering Excellence Honor Award from the ACEC California Chapter.*

STAFF: Min Zhou, Walter Okitsu, Giuseppe Canzonieri

ROSEMEAD BOULEVARD SAFETY ENHANCEMENTS DESIGN/STUDY

TEMPLE CITY, CA

KOA

KOA produced conceptual geometrical layouts along a two-mile segment of Rosemead Boulevard from Callita Street near the northern City boundary to the railroad grade separation at the southern City boundary. A unique feature of this project is the separated bike lanes, or cycle tracks, situated between the parking lanes and sidewalks. The plan identified locations for proposed curb lines, bulb-outs, center raised medians and verified the feasibility of providing adequate lane widths, transitions, and on-street parking lanes. KOA also conducted traffic impact and parking analyses for the project and worked with the City. The final design plans included preparation of signing & striping plans and traffic signal modifications plans to accommodate the proposed bulb-outs and installation of Class II bike lanes, as well as upgrade of traffic signal equipment. KOA also prepared street lighting and decorative pedestrian lighting plans along the route to enhance pedestrian safety. *This project received a 2013 Planning Excellence in Implementation Award from the American Planning Association Los Angeles Chapter (APA LA), 2014 Merit Award in Urban Design from the AIA California Council, won the ASLA Southern California Chapter "Quality of Life" award (2014), and was selected for a "Best 10 new bike lanes of 2014" recognition from the PeopleforBikes organization.*

STAFF: Walter Okitsu, Giuseppe Canzonieri

SECTION 4 | PROJECTS & REFERENCES

HUNTINGTON DRIVE LANDSCAPE
IMPROVEMENTS AND MONUMENT SIGNAGE

MONROVIA, CA

Subconsultant - Five Point Design

Huntington Drive serves as one of major thoroughfares through the City of Monrovia. This 2.1 mile stretch of roadway was entirely redesigned with new drought tolerant landscaping and hardscape within the median. The landscape has transformed dead turf into a lush median with ample shade trees. Large monumentation signage was designed at the gateways to the city and will be installed in early 2022. Ms. Yamashita served as principal in charge and designed and managed the construction of this project.

REFERENCE

Tina Cherry
Director of Community
Services
City of Monrovia
(626) 256-8226
tcherry@ci.monrovia.ca.us

STAFF

Jaime Yamashita



REFERENCE

Rafael Fajardo
City Engineer
City of Covina
(626) 384-5490
rfajardo@covina.gov

STAFF

Jaime Yamashita



BADILLO STREET IMPROVEMENTS

COVINA, CA

Subconsultant - Five Point Design

Badillo Street is an arterial road in the City of Covina. As part of an overall street improvement plan, new hardscape and landscape were designed for the medians and parkways. With the assistance of grant funding, this project added numerous ecological benefits to this site. Bioswales were added to redirect stormwater runoff. Water is able to infiltrate the surrounding soil. Trash and pollutants are filtered with the use of rock, gravel, and landscaping to address "first flush" pollutants from entering into the storm channel system. Additionally, numerous trees were added to medians and sidewalks to increase the shade canopy on this busy road.

SECTION 4 | PROJECTS & REFERENCES

REFERENCE

Brian Lee
 Director of Community
 Development
 City of Covina
 (626) 384-5450
 blee@covina.gov

STAFF

Jaime Yamashita



BANNA PARK

COVINA, CA

Subconsultant - Five Point Design

This project incorporates a variety of interactive and educational elements into its two acres. Activity focused features include a nature-themed play area, a zipline, fitness paths, adult exercise equipment, two adjacent dog parks, a bike path, and chess tables. A vibrant and drought tolerant landscape is used throughout the park and includes bioswales, native California plantings, and plants related to the state's agricultural and cultural history.



SECTION 5: CITY STANDARD CONTRACT

PROPOSED EDITS TO CITY STANDARD CONTRACT

KOA acknowledges receipt of the "Professional Services Agreement" template. Our surety has reviewed the Indemnification clause and respectfully proposes the following revisions for more suitable conformance to industry standards and state regulations.

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~~ indemnify any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable 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, reasonable 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.



SECTION 6: REQUIRED ATTACHMENTS

SECTION 6 | REQUIRED ATTACHMENTS



Please see following pages for Required Attachments, as outlined below:

- Attachment A - Affidavit of Non-Collusion
- Attachment B - Claims History

REQUIRED ATTACHMENTS

CITY OF SOUTH EL MONTE | RUSH STREET CORRIDOR ENHANCEMENT PLAN; NO. STEP-PG-04

SECTION 6 | REQUIRED ATTACHMENTS



ATTACHMENT A - AFFIDAVIT OF NON-COLLUSION

PRIME CONSULTANT - KOA

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am Min Zhou - CEO (title) of KOA Corporation (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

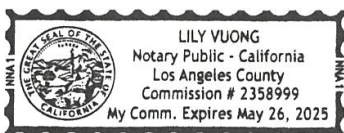
- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) KOA Corporation (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

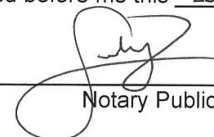
I state that KOA Corporation (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.


(Authorized Signature)

KOA/CEO
(Name of Company/Position)

Sworn to and subscribed before me this 23rd day of November, 2021.




Notary Public for California
My Commission Expires: May 26, 2025

SECTION 6 | REQUIRED ATTACHMENTS



ATTACHMENT A - AFFIDAVIT OF NON-COLLUSION SUBCONSULTANT - FIVE POINT DESIGN

ATTACHMENT A

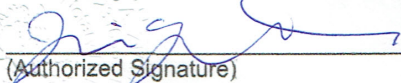
AFFIDAVIT OF NON-COLLUSION

I state that I am Jaime Yamashita, principal and owner (title) of Five Point Design (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) Five Point Design (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that Five Point Design (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.


(Authorized Signature)

FIVE POINT DESIGN, owner & principal
(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

See attached updated Jurat.
Notary Public for California

My Commission Expires: _____

SECTION 6 | REQUIRED ATTACHMENTS



ATTACHMENT A - AFFIDAVIT OF NON-COLLUSION SUBCONSULTANT - FIVE POINT DESIGN

ATTACHMENT A

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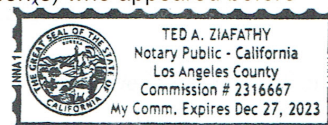
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 10th day of December 2021, by Jaime Mari Keala Yamashita, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



REQUIRED ATTACHMENTS

CITY OF SOUTH EL MONTE | RUSH STREET CORRIDOR ENHANCEMENT PLAN; NO. STEP-PG-04

ATTACHMENT B - CLAIMS HISTORY

PRIME CONSULTANT - KOA

KOA's current pending litigation or claims filed against our firm, principals of our firm, or each of our key consultants, related to services performed for public agencies, or in actions that may affect our performance for public agencies consist of the following:

1. KOA is one of 12 co-defendants in an active lawsuit in San Bernardino County. KOA was not a participant in the design of an intersection where an accident occurred. KOA's attorney is preparing a partition for a summary judgment requesting KOA be dismissed from the lawsuit.
2. In April 2017, KOA was hired by WMWD to provide construction management and investigation services on the LSP. Due to alleged errors and deficiencies in Webb's design, the project was delayed and experienced significant cost overruns. Ultimately, the project was completed in June 2019, and resulted in cost overruns in excess of \$1 million. On May 1, 2019, WMWD initiated this lawsuit by filing a complaint against Webb for (1) professional negligence; (2) breach of contract; and (3) breach of express warranty. [1] WMWD seeks to recover at least \$1 million in damages from Webb. On January 2, 2020, Webb filed a cross-complaint against WMWD, C Below, Inc., KOA and Rasic.[2] In its cross-complaint, Webb alleges one cause of action against KOA, which is equitable indemnity; and four causes of action against Rasic and C Below, Inc. for breach of contract, express indemnity, equitable indemnity, and declaratory relief. KOA is also in the process of filing a Summary Judgment request claiming no merit to involve KOA in the counter suit by Webb.

SUBCONSULTANT - FIVE POINT DESIGN

Five Point Design certifies that the firm has not had any of the following events (as listed in Attachment B - Claims History) within the past ten (10) years.



APPENDIX: WORK SAMPLES

APPENDIX | WORK SAMPLES

Please see following pages for KOA's Work Samples.



WORK SAMPLES

CITY OF SOUTH EL MONTE | RUSH STREET CORRIDOR ENHANCEMENT PLAN; NO. STEP-PG-04

CATEGORY	COMPANY	AGENCY	PROJECT SAMPLE
Plan	KOA	SCAG	<i>San Bernardino County Morongo Basin Active Transportation Plan</i>
Plan	KOA	Indio	<i>Indio Complete Streets & Drainage Plan</i> <i>Indio Safe Routes to School Plan</i>
Outreach	KOA	SCAG	<i>Go Human Walk & Bike Audit Logistics Plan & Field sheet</i>
Outreach	KOA	Varies	<i>Walk Audit In-person & Virtual Options</i>
Outreach	KOA	LA Metro	Online e-learning Platform used for virtual engagement <i>English Spanish</i>
Design	KOA	Irvine	<i>Irvine SATP – Technology Assessment</i>
Cost Estimates	KOA	Varies	<i>OCTA D5 Bikeway Feasibility Study</i>
Plan	KOA	LACDPW	<i>Los Angeles Regional Bike Path Project PSR</i>
Plan	KOA	Moreno Valley	<i>Juan Bautista de Anza Trail Improvement Study</i>
Analysis	KOA	Varies	<i>City of Ontario Pedestrian LOC and Bicycle LTS Analyses</i> <i>City of Ontario Streetlight Big Data Analyses and Factsheets</i> <i>City of Montclair Community Needs Assessment</i>

ACTIVE DOWNTOWN TOOLBOX

 = Engineering Improvements
 = Artistic & Placemaking Elements



Sample toolbox created by KOA for a workshop to illustrate the different features available to activate Garden Grove's downtown.

STANFORD AVENUE 3

PRELIMINARY CONCEPT

Stanford Avenue (east of Euclid Street) connects a possible bike path along Euclid Street to 9th Street, allowing people to bike to several key destinations in Downtown Garden Grove.

Connections:
Garden Grove High School, Community Center Park, Garden Grove Main Library, Garden Grove Community Meeting Center, and more.



TELL US WHAT YOU THINK!

Have more specific comments? Jot it down on a post-it note and stick it here!

9TH STREET 4

PRELIMINARY CONCEPT

9th Street is an important corridor and is one of the few north-south connections within the Downtown bikeway network. Reimagined as a neighborhood greenway, it connects to existing bike lanes on Lampson Avenue, further south towards Nina Place and the P.E. ROW Trail, and to the upcoming Cottage Industries developments. Similar treatments are being considered for other proposed neighborhood greenways within the Downtown area.

Connections:
Lampson Ave bike lanes, P.E. ROW Trail Access, Cottage Industries, future bikeways on College Ave, Stanford Ave, and Acacia Pkwy, and more.



TELL US WHAT YOU THINK!

Have more specific comments? Jot it down on a post-it note and stick it here!

Concept boards used by KOA to present different corridor alternatives at in-person and virtual workshops for Garden Grove Active Downtown Plan

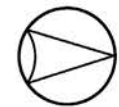
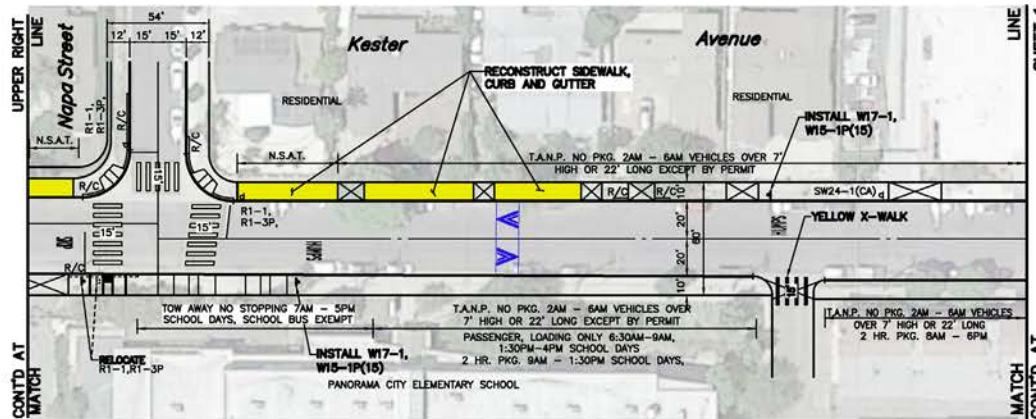
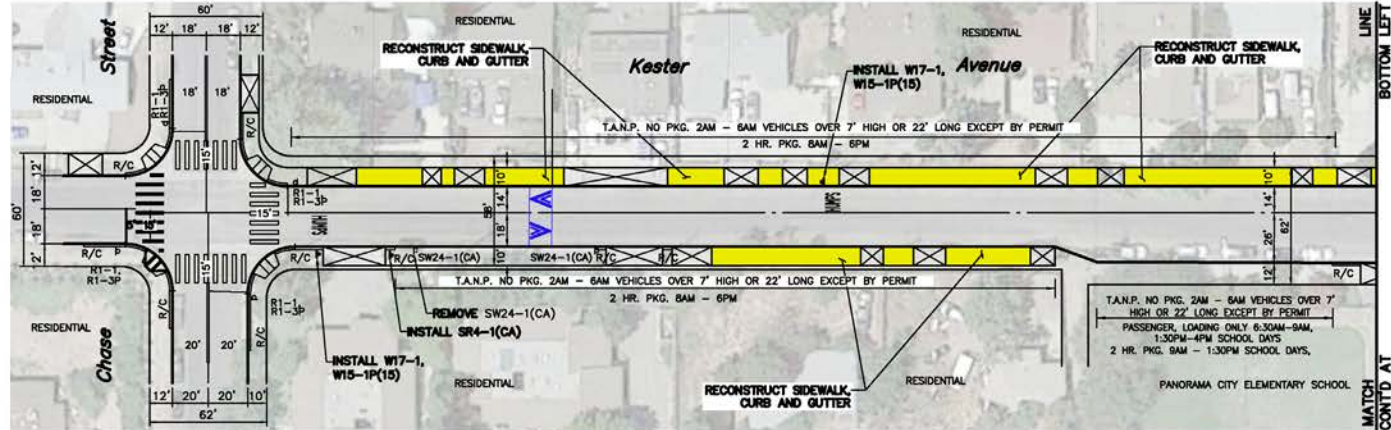
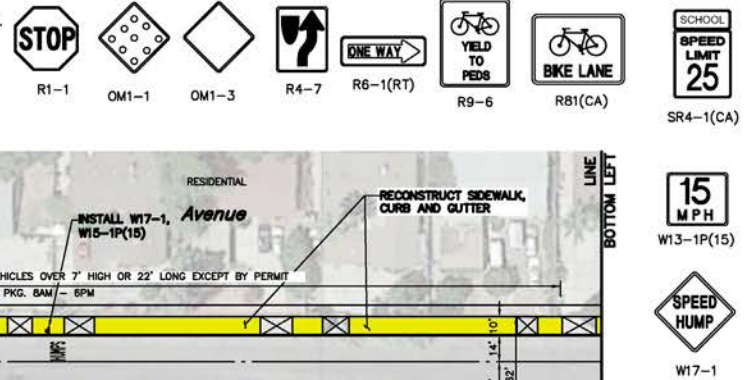
WORK SAMPLES



LEGEND

1. = EXISTING STRIPING & MARKINGS TO REMAIN.
 = EXISTING STRIPING & MARKINGS TO BE REMOVED.
 = PROPOSED STRIPING & MARKINGS.
2. = EXISTING SIGN AND POST.
 = EXISTING SIGN AND POST TO BE REMOVED OR RELOCATED.
 = PROPOSED SIGN AND POST.
3. = SIGNALIZED INTERSECTION.

SIGN LEGEND



SCALE: 1"=60'

DRAWING NO. D2

SAFE ROUTES TO SCHOOL PLANS FOR THE TOP 50 SCHOOLS WITH MOST NEED

PANORAMA ELEMENTARY SCHOOL
 CONCEPTUAL DESIGN PLAN
 KESTER AVENUE BETWEEN CHASE STREET AND NAPA STREET



1100 Corporate Center Drive, Suite 201
 Monterey Park, California 91754
 Tel: (626) 260-4700 Fax: (626) 260-4705





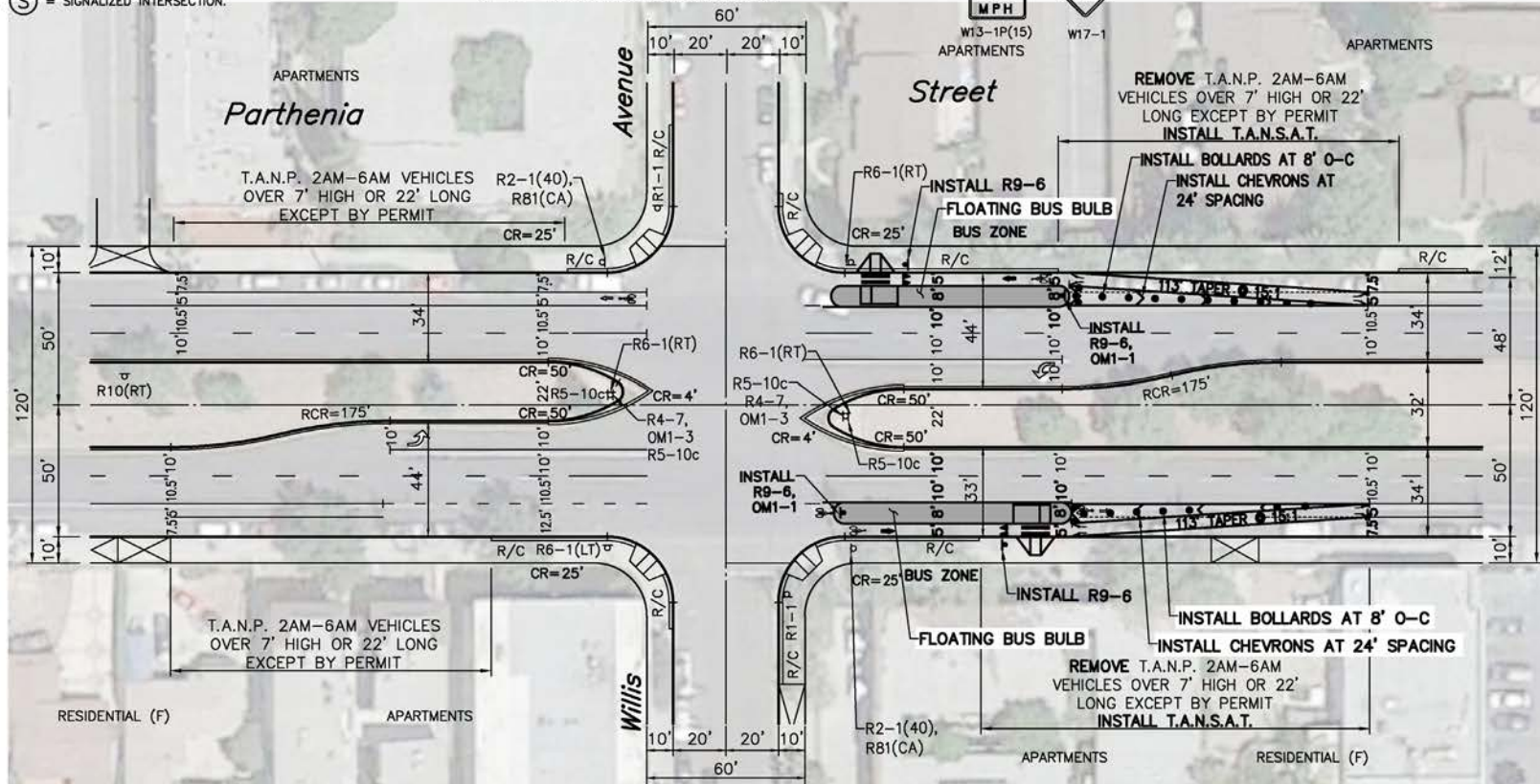
D2

LEGEND

1.  = EXISTING STRIPING & MARKINGS TO REMAIN.
 = EXISTING STRIPING & MARKINGS TO BE REMOVED.
 = PROPOSED STRIPING & MARKINGS.
2.  = EXISTING SIGN AND POST.
 = EXISTING SIGN AND POST TO BE REMOVED OR RELOCATED.
 = PROPOSED SIGN AND POST.
3.  = SIGNALIZED INTERSECTION.

4.  = EXISTING RED CURB MARKINGS TO REMAIN.
 = EXISTING RED CURB MARKINGS TO BE REMOVED.
 = PROPOSED RED CURB MARKINGS.
5.  = PROPOSED STREET LIGHTING.
6.  = PEDESTRIAN ACTIVATED FLASHING BEACONS.
7.  = PROPOSED HAWK FLASHING BEACON.

SIGN LEGEND



SCALE: 1"=40'

DRAWING NO. D3



1100 Corporate Center Drive, Suite 201
Morteny Park, California 91754
Tel (323) 260-4701 Fax (323) 260-4709

SAFE ROUTES TO SCHOOL PLANS FOR THE TOP 50 SCHOOLS WITH MOST NEED

PANORAMA ELEMENTARY SCHOOL
CONCEPTUAL DESIGN PLAN
PARTHENIA STREET AND WILLIS AVENUE



LOS ANGELES | 2015-2015

Table 3. Segments with Vehicle ADT Volumes - Bicycle LTS Scoring Matrix

Segments with Vehicle Volumes							
ADT	Speed	On-Street Bicycle Facility			No On-Street Bicycle Facility		
		Lanes					
		2-3	4-5	6+	2-3	4-5	6+
Low	<=25	1	1	1	2	2	2
	30-35	1	1	1	2	2	2
	40-45	1	1	1	2	2	3
	>45	1	1	1	2	3	3
Low-Moderate	<=25	1	1	2	3	3	3
	30-35	1	2	2	3	3	3
	40-45	2	2	2	3	3	3
	>45	2	2	2	3	3	3
Moderate	<=25	2	2	2	3	3	4
	30-35	2	2	3	3	4	4
	40-45	2	3	3	4	4	4
	>45	3	3	3	4	4	4
Moderate-High	<=25	3	3	3	4	4	4
	30-35	3	3	3	4	4	4
	40-45	3	3	3	4	4	4
	>45	3	3	4	4	4	4
High	<=25	3	4	4	4	4	4
	30-35	4	4	4	4	4	4
	40-45	4	4	4	4	4	4
	>45	4	4	4	4	4	4

Table 4. Segments without Vehicle ADT Volumes - Bicycle LTS Scoring Matrix

Segments without Vehicle Volumes							
Roadway Class	Speed	On-Street Bicycle Facility			No On-Street Bicycle Facility		
		Lanes					
		2-3	4-5	6+	2-3	4-5	6+
Collector	<=25	1	1	2	3	3	3
	30-35	2	2	3	3	3	4
	40-45	2	3	3	4	4	4
	>45	3	3	4	4	4	4
Minor Arterial	<=25	2	2	3	4	4	4
	30-35	3	3	4	4	4	4
	40-45	3	4	4	4	4	4
	>45	4	4	4	4	4	4
Other Principal Arterial	<=25	3	3	4	4	4	4
	30-35	3	4	4	4	4	4
	40-45	4	4	4	4	4	4
	>45	4	4	4	4	4	4

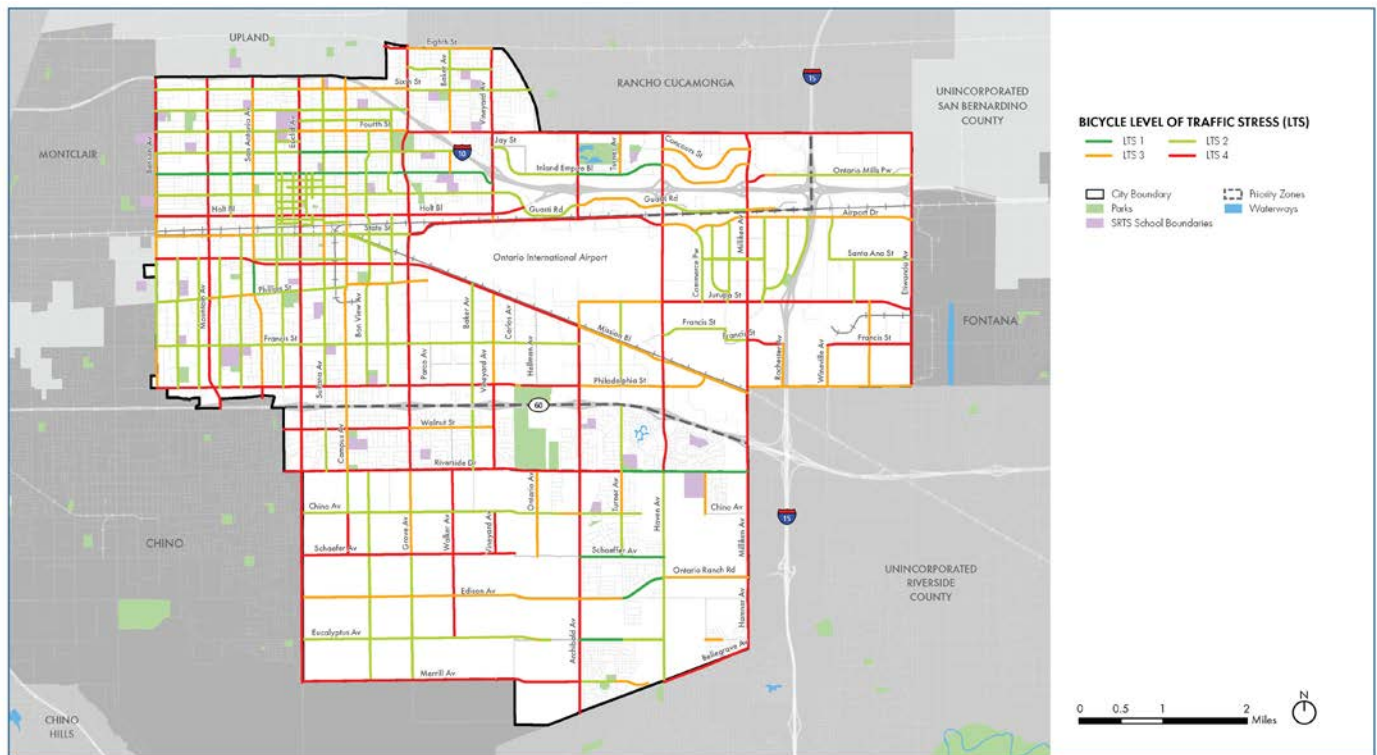
Table 6. Pedestrian LOC Ranking Scheme

Level of Comfort	Description
LOC 1	Suitable for almost all pedestrians, including children that are trained to safely cross intersections
LOC 2	Suitable for most adult pedestrians, but demand more attention for children
LOC 3	Suitable for most adult pedestrians and older children with little or no supervision
LOC 4	May be suitable for adults and children with parental supervision

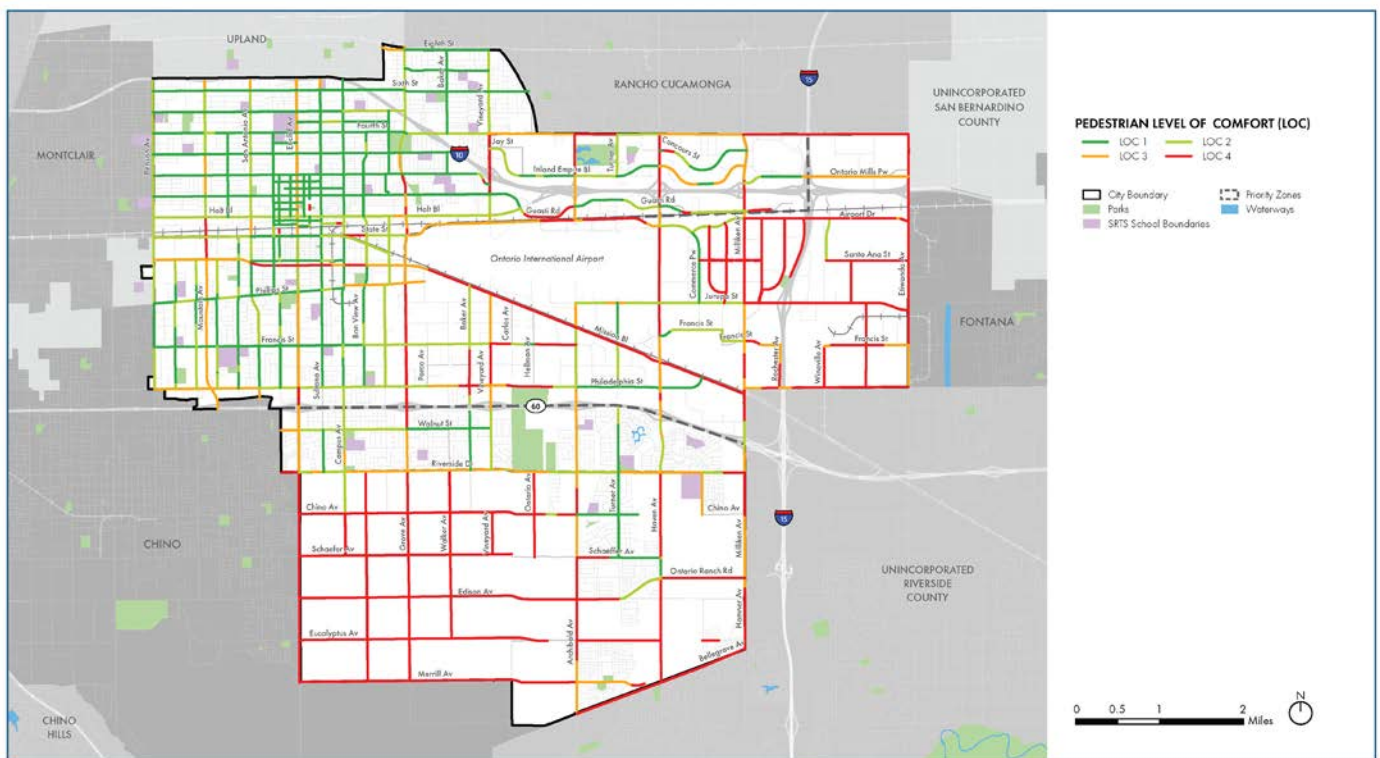
Table 7. Segments with Full Sidewalk Coverage LOC Scoring Matrix

Full Sidewalk Coverage								
Sidewalk Separation	ADT	Speed	Sidewalk Width					
			Greater than 8'			4' to 8'		
			Lanes					
			2-3	4-5	6+	2-3	4-5	6+
Separation (On-Street Bike Facility)	Low	<=25	1	1	1	1	1	1
		30-35	1	1	1	1	1	1
		40-45	1	1	1	1	1	1
		>45	1	1	1	1	1	1
	Moderate	<=25	1	1	1	1	1	2
		30-35	1	1	1	1	2	2
		40-45	1	1	1	2	2	2
		>45	1	1	2	2	2	2
	High	<=25	1	2	2	2	2	2
		30-35	2	2	2	2	2	2
		40-45	2	2	2	2	2	3
		>45	2	2	2	2	3	3
No Separation	Low	<=25	1	1	1	1	1	1
		30-35	1	1	1	1	1	2
		40-45	1	1	1	1	2	2
		>45	1	1	1	2	2	2
	Moderate	<=25	1	1	2	2	2	2
		30-35	1	2	2	2	2	2
		40-45	2	2	2	2	2	2
		>45	2	2	2	2	2	3
	High	<=25	2	2	2	2	3	3
		30-35	2	2	2	3	3	3
		40-45	2	2	3	3	3	3
		>45	2	3	3	3	3	3

Sample Bicycle Level of Traffic Stress and Pedestrian Level Of Comfort ranking schemes and scoring parameters used for the City of Ontario Active Transportation Master Plan prepared by KOA



Bicycle Level of Traffic Stress: Citywide



Pedestrian Level of Comfort: Citywide

KOA analyzed bicycle LTS and pedestrian LOC using custom parameters to incorporate the many distinctive roadway classifications for the City of Ontario



PANORAMA CITY ELEMENTARY SCHOOL SAFETY IMPROVEMENT PROJECT

8600 Kester Avenue, Panorama City, CA 91402

City Council District 6 - LAUSD Local District Northeast



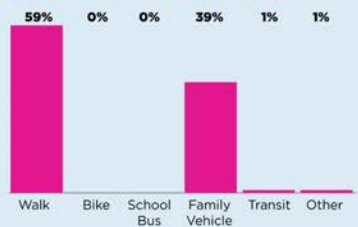
NEEDS & SAFETY PROFILE

The Project includes **75** types of improvements, which will improve **4.62** miles of the city's roadway network in order to provide much-needed active transportation improvements to a disadvantaged community that is reliant on active transportation for their everyday needs.

Community Need

415 students live within a 1/4 mile of the school. They have the greatest need to utilize the improvements to walk and bike to school.

Student Travel Behavior



Source: Student Travel Tallies, 2017

Community Commute Patterns



Source: American Community Survey 2018

Input from the Community

"The alleyway and sidewalks need repair. Build sidewalks on Kester Avenue"

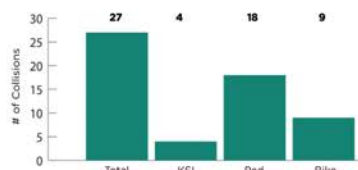
"We need [street] lights all around the school"

"Sidewalks needed around the school"

Source: Walking Safety Assessment, 2018

Safety Analysis

Pedestrian and Bike Collisions



High Collisions Roadways

- 1 Parthenia Street
- 2 Willis Avenue
- 3 Cedros Avenue
- 4 Noble Avenue
- 5 Chase Street

High Collisions Intersections

- 1 Cedros Avenue & Parthenia Street
- 2 Noble Avenue & Parthenia Street
- 3 Parthenia Street & Willis Avenue
- 4 Kester Avenue & Parthenia Street
- 5 Chase Street & Willis Avenue

Source: TIMS, 2015 to 2019

Benefits to Disadvantaged Communities

Student enrollment: **600**



Source: California Department of Education

The project area is ranked in the **71ST** to **80TH** percentile according to CalEnviroScreen 3.0.

The median income of the **28,363** residents is **\$35,872**.



Source: CalEnviroScreen 3.0 Overall Percentile 2018, CalEPA



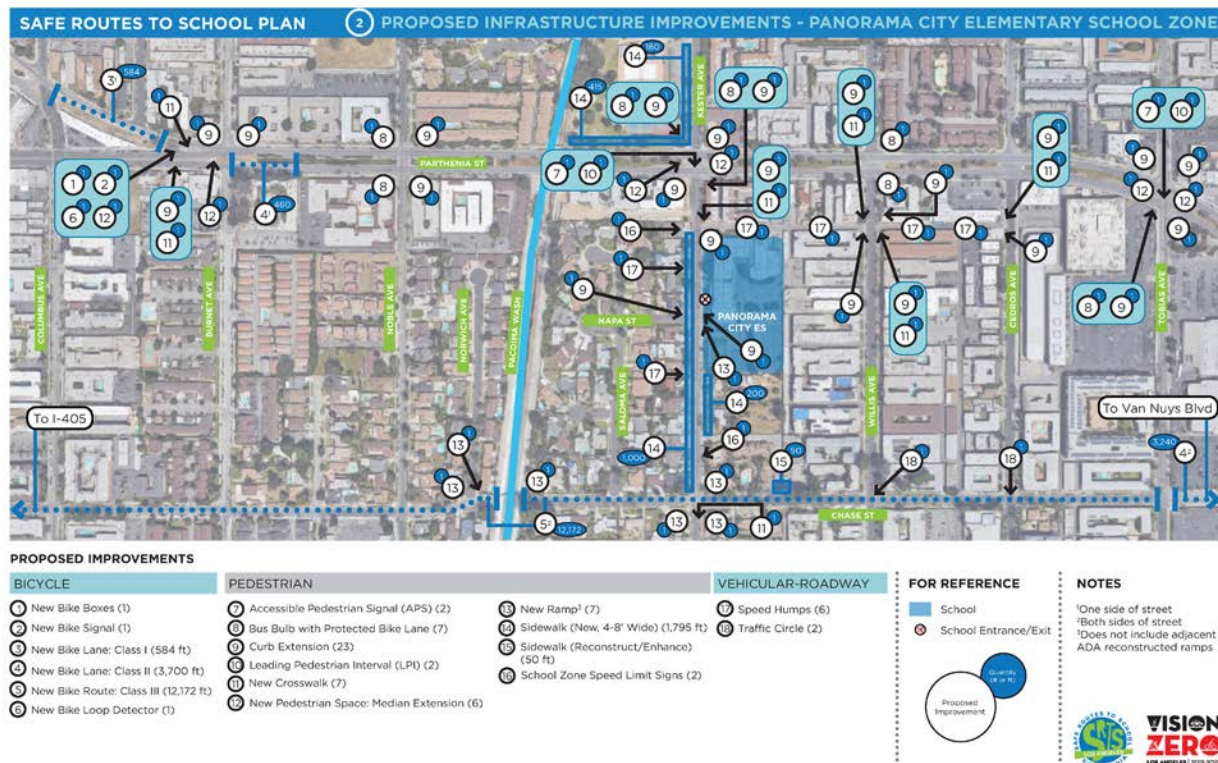
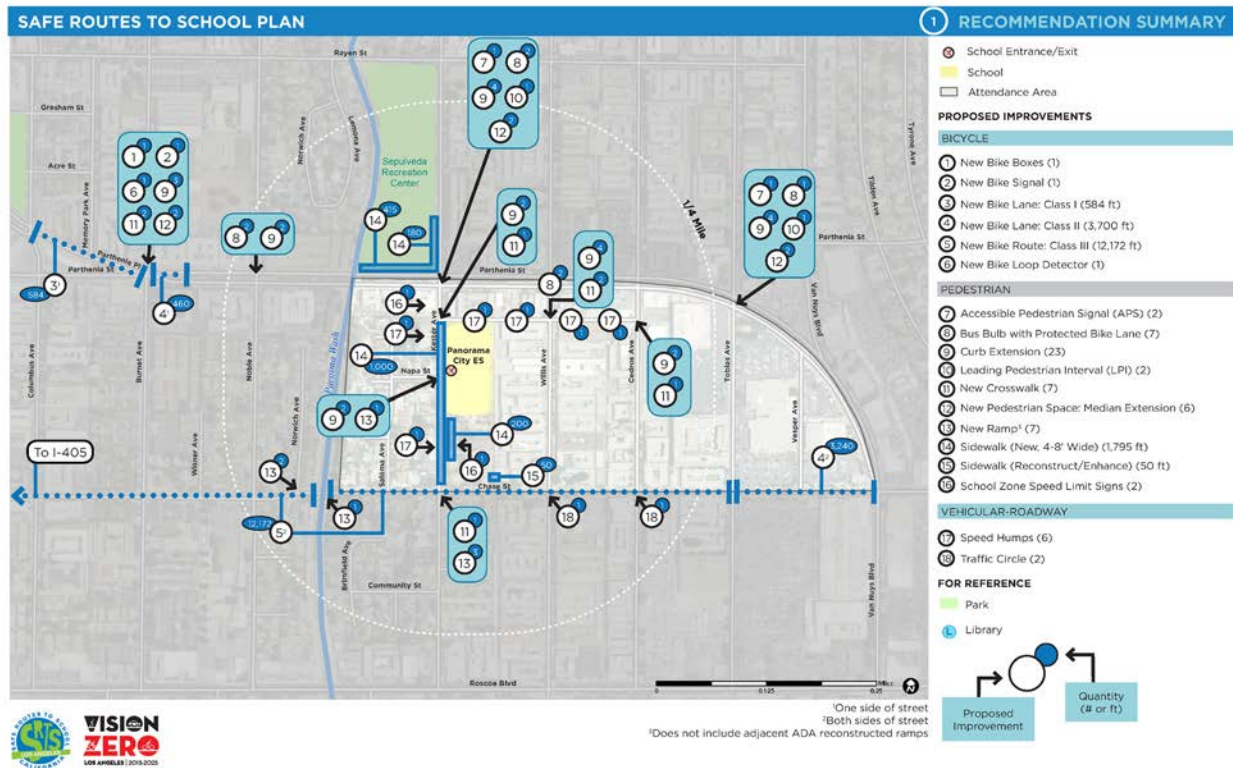
Ontario ATMP Corridor Selection Criteria

Group	Category	Description	Category Score	Category Weight
Need and Equity	Serves children and youth	Count of the population below 18 years old within a 1/4 mile area of the corridor. Source: 2018 ACS Estimates.	5	30%
	Serves people with disabilities	Percentile of population aged 5 years and older with a cognitive disability. Source: Healthy Places Index.	5	
	Serves Older Adults	Count of the population over 64 years of age within a 1/4 mile area of the corridor. Source: 2018 ACS Estimates.	5	
	Low Vehicle Access	The number of households that have 1 or no vehicles available within a 1/4 mile area of the corridor. Source: 2018 ACS Estimates.	5	
	Disadvantaged Community (DAC)	Average score of overall CalEnviroScreen 3.0 percentile score for the 1/4 mile area surrounding the corridor. Source: CalEnviroScreen 3.0	10	
	Median Household Income (MHHI)	The average median household income for the 1/4 mile area surrounding the corridor. Source: 2018 ACS Estimates.	5	
Health	Prevalence of Obesity	Percentile of adult population diagnosed with Obesity. Source: Healthy Places Index.	5	15%
	Prevalence of Cardiovascular Disease	Percentile of adult population diagnosed with Cardiovascular Disease. Source: Healthy Places Index.	5	
	Prevalence of Diabetes	Percentile of adult population diagnosed with Diabetes. Source: Healthy Places Index.	5	
	Prevalence of Asthma	Percentile of adult population diagnosed with Asthma Source: Healthy Places Index.	5	
Safety	Bicycle and Pedestrian Collisions	The total count of bicycle and pedestrian- involved collisions within a 100 ft area of each corridor. Source: TIMS , years 2014 - 2018.	10	15%
	Vehicle Citations	The total count of traffic citations within a 100 ft area of each corridor. Source: Ontario Police Department, years 2014 - 2018.	5	
Community & Resource Support	Community Support	A quantification of the level of support provided by the community for each corridor.	5	10%
	Resource Synergy	A quantification of the improvement efforts taking place along the corridor based on other projects and plans.	5	
Comfort	Bicycle Level of Traffic Stress (LTS)	The average LTS score of study segments located within a 1/4 mile of the corridor.	5	10%
	Pedestrian Segment Level of Comfort (PLOC)	The average PLOC score of study segments located within a 1/4 mile of the corridor.	5	
Network Connectivity	Transit Accessibility	Count of bus stops located along the corridor.	5	5%
	Connects to existing or planned bike facility	The presence and planned presence of bikeways within a 1/4 mile area of the corridor. (Closes gap/ Expands existing segment = 5pts, Planned = 4pts, Connects to existing = 3pts, Connects to Planned = 2pts, Existing = 1pt, None Planned/Existing = 0pts)	5	
Activity Generators	Connects to priority destinations	Count of nearby local and regional attractors including stores, parks, and schools for within a 1/4 mile area surrounding the corridor. Source: Open Streets Map.	5	5%
	Serves areas with significant growth in business registrations	The count of businesses within a 1/4 mile area surrounding the corridor. Source: City of Ontario.	5	
Demand Analysis	Bicycle Demand	Average bike demand analysis score for the 1/4 mile area surrounding the corridor.	5	10%
	Pedestrian Demand	Average pedestrian demand analysis score for the 1/4 mile area surrounding the corridor.	5	
	Transit Demand	The total boardings and alightings for transit stops located along the corridor. Source OmniTrans	5	
Total Score			125	100%

KOA's Corridor Priority Model that can be customized.



The following is an example of a Safe Routes to School Plan (1 of 50) prepared by KOA for an elementary school for LADOT showing overall recommendation map, detailed proposed improvements and detailed drawings



SAFE ROUTES TO SCHOOL PLAN

3 DETAILED DRAWING LOCATIONS



⊗ School Entrance/Exit

■ School

□ Attendance Area

■ Detailed Drawing

Please refer to the detailed drawings below for more information.

FOR REFERENCE

Ⓛ Library

■ Park



LOS ANGELES | CORPORATE OFFICE

1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703

ORANGE COUNTY OFFICE

2141 W. Orangewood Avenue
Orange, CA 92868
(714) 573-0317

INLAND EMPIRE OFFICE

3190 Shelby Street, Bldg C.
Ontario, CA 91764
(909) 890-9693

SAN DIEGO OFFICE

5095 Murphy Canyon Road, Suite 330
San Diego, CA 92123
(619) 683-2933

COACHELLA VALLEY OFFICE

78-405 Via Caliente
La Quinta, CA 92253
(760) 694-1716

WESTSIDE OFFICE

300 Corporate Pointe, Suite 470
Culver City, CA 90230
(310) 473-6508



ATTACHMENT C

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

KOA CORPORATION

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
KOA CORPORATION**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 25th day of January, 2022 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and KOA Corporation, a California corporation (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. In August 2020, the City, submitted an Implementation of Planning and Capacity Building Grant Proposal for the Sustainable Transportation Equity Project (STEP).

B. In October 2020, the City received a STEP 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.

C. The Grant Agreement for the CARB STEP grant award was approved by City Council on April 27, 2021.

D. In November 2021, City sought, by issuance of a Request for Proposals for the performance of the services defined and described particularly in Article 1 of this Agreement.

E. City received three (3) proposals for the solicited services on or about December 15, 2021.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and

restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Seven Thousand Eight Hundred Sixty One Dollars and Eighty Cents (\$107,861.80) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 2 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 1 additional one-year terms.]

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:

Min Zhou, PE

(Name)

CEO/President

(Title)

Carlos Velasquez

(Name)

Project Manager

(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 Colby Cataldi 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, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

KOA Corporation, a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 1100 Corporate Center Dr, Suite 201
Monterey Park, CA 91754

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 _____, 2022 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 _____, 2022 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 provide the following services to prepare the Rush Street Corridor Enhancement Plan, including providing survey of existing conditions, project design and preparation of corridor enhancement plan for the Rush Street Corridor Enhancement Plan (Services), Tasks 1, 2 and 3 have been intentionally not listed and are not applicable to this Agreement:

Task 4: Consultant Survey of Existing Conditions

This task includes identifying existing conditions, opportunities, and challenges in the Rush Street Corridor for potential future capital improvements to be outlined in the Corridor Enhancement Plan (Task 5) which shall include the following:

- 4.1. Gather existing conditions and background data by identifying opportunities and constraints.
- 4.2. Set the standard that should be used to guide preparation of the plan, such as existing and planned land uses, population characteristics, and travel projections along Rush Street.
- 4.3. Inventory and evaluate existing bicycle and pedestrian facilities along Rush Street and nearby apartments and homes.
- 4.4. Study the physical and functional conditions of the existing transportation infrastructure, and where planning and infrastructure gaps exist along Rush Street.
- 4.5. Prepare Existing Conditions report.

Task 5: Project Design

This task involves developing conceptual designs for the corridor that will be explored in the Corridor Enhancement Plan (Task 5) and that will help generate public feedback on potential capital improvements for the corridor which shall include the following:

- 5.1. Develop Corridor Enhancement Concept
 - 5.1.1. Develop a draft corridor enhancement concept based on the Existing Conditions report and the community input collected during door-to-door business stakeholder outreach and workshops.
 - 5.1.2. Project design includes plans, sketches, and photos.
- 5.2. Develop Conceptual Design Alternatives

- 5.2.1. Develop multiple corridor enhancement conceptual designs.
- 5.2.2. Provide the illustrations in plan-view, as street cross-sections, and sketches.
- 5.2.3. Present corridor enhancement conceptual designs at workshop(s) and solicit public input on preferred design alternatives.

Task 6: Corridor Enhancement Plan

This task includes preparation of a draft and final Corridor Enhancement Plan for the Rush Street Corridor. The plan will explore existing conditions and provide an analysis of conceptual site design, but it is mainly focused on supporting identified capital improvements to the Rush Street Corridor and shall include the following:

- 6.1. Prepare a draft Corridor Enhancement Plan based on the preferred design alternatives chosen in the workshops.
- 6.2. Review and identify potential funding sources for future implementation of the preferred alternative.
- 6.3. Present the draft Corridor Enhancement Plan to the public at public workshops.
- 6.4. Solicit feedback, respond to any questions, and resolve any critical issues.
- 6.5. Complete the final Corridor Enhancement Plan based on the feedback collected during the workshops.
- 6.6. Present the final Corridor Enhancement Plan and recommendations to the City Council for review and approval, and to resolve any critical issues.

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

A. Task 4 Deliverables:

- Data needs list, collect land use, traffic and other mobility-related data along Rush Street.
- Conduct a field walk to note bicycling, pedestrian, and conditions of the entire roadway
- Prepare existing conditions report and submit to the City and ActiveSGV

Task 5 Deliverables:

- Develop corridor enhancement concept and prepare plan view drawings and plans for up to three alternatives. Photo renderings, cross-sections, sketches, and photos will be collected and prepared for each alternative. Up to two photo renderings per alternative. Consultant will attend each public works meeting to present and note input.

Task 6 Deliverables:

- Consultant will work with ActiveSGV and the City to determine the preferred alternative for the corridor enhancement concept.
- Consultant will prepare the Corridor Enhancement Plan document. The Plan will include the existing conditions report, and will be formatted in the following way (pending approval from the City/ActiveSGV):
 - Executive Summary
 - Introduction
 - Project Goals and Objectives
 - Community Engagement
 - Existing Conditions
 - Alternatives Analysis and Recommendations
 - Rush Street Concepts and Recommendations
 - Programs/Policies and Facility Design/Implementation
 - Funding Strategies
 - Appendices
- Consultant will identify funding sources and lay out appropriate funding strategy, cost estimates, present plan at any public workshop and solicit feedback.
- Consultant will complete the enhancement plan and present at City Council.

B. Correspondence describing tasks and findings

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:

- Min Zhou, PE, Principal-in-Charge

- Carlos Velasquez, AICP, LCI, Project Manager
- Alberto Salgado, Support and Meeting Coordination
- Ivy Hang, Task Lead - Existing Conditions & Data Analysis
- Raquel Jimenez, GIS and Data Support
- Sarai Osorio, Mapping
- Giuseppe Canzonieri, PE, Task Lead - Facility Development & Design
- Walter Okitsu, PE, PTOE, PTP, RSP2I, Facility Development
- Jamie Yamashita, RLA, Urban Design Guidance
- Marisol Gonzalez. Plan Development and Funding
- Victor Rodriguez, EIT, Cost Estimates

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

Section 5.3 “Indemnification” is amended to read:

Section 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;~~ ***Consultant’s duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant’s proportionate percentage of fault. Consultant’s percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant’s percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant’s proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.***

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or

employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the following tasks at the following amounts and/or rates attached as Exhibit C-1.**
- 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 1.8.**
- 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.**

EXHIBIT “C-1”

Fee Proposal: City of South El Monte Rush Street Corridor Enhancement Plan

Submission Date: December 15, 2021

 1100 Corporate Center Drive, Suite 201 Monterey Park, CA 91754	PRINCIPAL- IN-CHARGE / QA-QC MANAGER	PROJECT MANAGER	SENIOR ENGINEER	SENIOR ASSOCIATE PLANNER	ASSOCIATE ENGINEER	ASSOCIATE PLANNER	OTHER DIRECT COSTS	KOA TOTAL	FIVE POINT DESIGN	TEAM TOTAL	PERCENTAGE
	Hourly Rates (Fully Burdened):	\$278.25	\$198.45	\$198.45	\$131.25	\$105.00	\$105.00				
TASK 1: PROJECT ADMINISTRATION											
TASK 2: COMMUNITY ENGAGEMENT											
TASK 3: DEVELOP RFP											
TASK 4: EXISTING CONDITIONS											
4.1 Data Collection		4		16		56	\$100	\$8,873.80		\$8,873.80	8.2%
4.2 Guide Plan Preparation	2	2		4		32		\$4,838.40		\$4,838.40	4.5%
4.3 Pedestrian and Bicycle Facilities		4				44		\$5,413.80		\$5,413.80	5.0%
4.4 Physical and Functional Street Conditions		8	8		8	60	\$100.00	\$10,415.20		\$10,415.20	9.7%
4.5 Existing Conditions Report	2	8				80		\$10,544.10		\$10,544.10	9.8%
SUBTOTAL	4	26	8	20	8	272	\$200.00	\$40,085.30	\$0.00	\$40,085.30	37.2%
TASK 5: PROJECT DESIGN											
5.1 Develop Corridor Enhancement Concept	2	8	4	8	16	40	\$100	\$9,967.90	\$4,440.00	\$14,407.90	13.4%
5.2 Develop Conceptual Design Alternatives	2	8	4	8	32	48	\$200	\$12,587.90	\$9,680.00	\$22,267.90	20.6%
SUBTOTAL	4	16	8	16	48	88	\$300	\$22,555.80	\$14,120.00	\$36,675.80	34.0%
TASK 6: COMMUNITY DESIGN CHARRETTE											
6.1 Prepare Corridor Enhancement Plan	2	8	4		24	60		\$11,757.90	\$4,200.00	\$15,957.90	14.8%
6.2 Funding Sources		2				8		\$1,236.90		\$1,236.90	1.1%
6.3 and 6.4 Present at Workshops and Solicit Public Feedback		12				32	\$200	\$5,941.40	\$1,680.00	\$7,621.40	7.1%
6.5 Complete Corridor Enhancement Plan		4	2		4	32	\$50	\$5,020.70		\$5,020.70	4.7%
6.6 Present at City Council		4				4	\$50	\$1,263.80		\$1,263.80	1.2%
SUBTOTAL	2	30	6	0	28	136	\$300.00	\$25,220.70	\$5,880.00	\$31,100.70	28.8%
TASK 7: DATA TRACKING AND REPORTING											
TASK 8: PROJECT CLOSE OUT											
TOTAL SERVICES	10	72	22	36	84	496	\$800.00	\$87,861.80	\$20,000.00	\$107,861.80	100.0%
<i>Percentage</i>	2.6%	13.2%	4.0%	4.4%	8.2%	48.3%	0.7%	81.5%	18.5%	100.0%	-

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule attached as Exhibit D-1.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - Task 4.1 - Coordinate data collection by February 28, 2022
 - Task 4.2 - Guide plan preparation by February 28, 2022
 - Task 4.3 - Pedestrian and bicycle facilities by March 31, 2022
 - Task 4.4 - Physical and functional street conditions by March 31, 2022
 - Task 4.5 - Existing conditions report by April 30, 2022
 - Task 5.1 - Develop corridor enhancement concept by June 30, 2022
 - Task 5.2- Develop conceptual design alternatives by July 31, 2022
 - Task 6.1 - Prepare corridor enhancement plan by September 30, 2022
 - Task 6.2 - Establish funding sources by September 30, 2022
 - Tasks 6.3 and 6.4 - Coordinate workshops and solicit public feedback by October 30, 2022
 - Task 6.5 - Complete corridor enhancement plan by October 30, 2022
 - Task 6.6- Present final report at City Council by November 30, 2022
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

Exhibit D-1

PROPOSED SCHEDULE	2022												2023
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
TASK 1: PROJECT ADMINISTRATION													
TASK 2: COMMUNITY ENGAGEMENT													
TASK 3: DEVELOP RFP													
TASK 4: EXISTING CONDITIONS													
4.1 Data Collection													
4.2 Guide Plan Preparation													
4.3 Pedestrian and Bicycle Facilities													
4.4 Physical and Functional Street Conditions													
4.5 Existing Conditions Report													
TASK 5: PROJECT DESIGN													
5.1 Develop Corridor Enhancement Concept													
5.2 Develop Conceptual Design Alternatives													
TASK 6: CORRIDOR ENHANCEMENT PLAN													
6.1 Prepare Corridor Enhancement Plan													
6.2 Funding Sources													
6.3 and 6.4 Present at Workshops and Solicit Public Feedback													
6.5 Complete Corridor Enhancement Plan													
6.6 Present at City Council													
TASK 7: DATA TRACKING AND REPORTING													
TASK 8: PROJECT CLOSE OUT													





City Council Agenda Report

Agenda Item No. 9.d.

DATE: February 8, 2022

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 FOR AUTHORIZATION TO ADVERTISE NOTICE INVITING BIDS (NIB) FOR THE MERCED AVENUE GREENWAY IMPROVEMENTS PROJECT

SUMMARY: The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) and Best Management Practices (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff. Plans, specifications and estimates (referred to as the construction bid package or as the PS&E package) are prepared, and the project is ready to be advertised for construction bids.

RECOMMENDED ACTION: Staff recommends City Council authorize advertising the Notice Inviting Bids (NIB) for the Merced Avenue Greenway Improvements Project.

FISCAL IMPACT: The construction cost will be funded through various special funds including CNRA (Prop 68), Water Board (Prop 1), Measure W (Rio Hondo), United States Bureau of Reclamation, and the Rivers and Mountains Conservancy, for a combined total grant amount of \$9.9 million. Staff will return to City Council after construction bids are received to establish the final construction cost.

DISCUSSION: The City developed and submitted a series of grant applications which were recently awarded for a total of \$9.9 Million. These grants will support the entire construction of the proposed project.

The proposed improvements include roadway resurfacing, reconstruction of concrete curb ramps, sidewalks, curb, and gutter at the following general location: Merced Avenue between Rush Street and Lerma Road. Work also includes re-striping and pavement marking to incorporate new traffic lanes, bike lanes, a bikeway, and a pedestrian crossing on Merced Avenue between Rush Street and Lerma Road.

On February 16, 2021, the City received approval of funding for the Merced Avenue Greenway Project in the amount of \$2,589,214 from the State Water Resources Control

Board.

On March 25, 2021, the City was awarded a grant in the amount of \$299,953 from the United States Bureau of Reclamation (WaterSMART Program).

On July 17, 2021, the City received funding in the amount of \$3,000,000 from the California National Resources Agency (CNRA).

On September 14, 2021, the City received approval of funding in the amount of \$3,197,240 from the FY 21-22 funding cycle of the County of Los Angeles Measure W (Safe Clean Water Program).

On September 20, 2021, the City was awarded a grant in the amount of \$731,720 from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC).

All five grant applications awarded for construction on the south corridor total \$9.8 Million. These grants support the entire construction of the greenway as well as the partners' engagement, monitoring, technical assistance, and training activities necessary to implementation.

The PS&E package is prepared, and the project is ready to be advertised for construction bids. Therefore, staff recommends City Council authorize staff to advertise a Notice Inviting Bids for Merced Avenue Greenway Improvements.

ATTACHMENT(S):

- A. Draft Notice Inviting Bids
- B. Construction Contract Form

ATTACHMENT A

**NOTICE INVITING BIDS
FOR****MERCED AVENUE GREENWAY PROJECT**

City Project No.: [ENTER CITY PROJECT NO]

NOTICE IS HEREBY GIVEN that the City of South El Monte, California ("City") invites sealed Bids for the Project. The City will receive such Bids at the City Clerk's office, City Hall, 1415 N. Santa Anita Avenue, South El Monte, California 91733 up to [ENTER BID DUE TIME] on [ENTER BID DUE DATE], at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

OBTAINING BID DOCUMENTS. Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up at a non-refundable cost of \$100 from City of South El Monte, 1415 N. Santa Anita Avenue, South El Monte, CA 91733. Please first e-mail to okan.demirci@transtech.org and request a hard copy 2 days in advance. Make check payable to "City of SOUTH EL MONTE". Place a note on the check as follows: Cost for Plan Set for AGENCY PROJECT NO: [ENTER CITY PROJECT NO].
3. Hard copies will not be mailed.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. All blank spaces in the proposal shall be properly filled. No oral, telegraphic or telephonic proposals or modifications will be considered.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amounts are for the purpose of comparison of bids only.

DISQUALIFICATION OF BIDDERS: No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting

prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

TIME OF COMPLETION. The Contractor shall complete all work within [ENTER PROJECT DURATION] working days of the issuance of the Notice to Proceed.

ESTIMATED COST OF WORK. Estimated cost is in the range of \$[ENTER ENG ESTIMATE].

PRE-BID MEETING AND SITE VISIT. A pre-bid meeting will not be held. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

DBE: There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class A Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

RETENTION OF RECORDS. Contract shall retain all records for 5 years.

LIQUIDATED DAMAGES. Liquidated damages is \$1,000 per calendar day.

AWARD OF CONTRACT. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding. The award of the contract, if made by the City, will be to the lowest responsive and responsible bidder.

If there are any questions regarding this project, please contact in writing via e-mail:

Okan Demirci, PE

okan.demirci@transtech.org

All inquiries must be submitted in writing.

By:

City Clerk

Date

ATTACHMENT B

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed and notarized copies of the Contract
- _____ Payment Bond in amount of the Contract
- _____ Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in Article 5.1(a) of the Contract, naming the City as a co-insured
- _____ Automobile insurance certificate in the amount specified in Article 5.1(b) of the Contract, naming the City as a co-insured
- _____ Copy of City business license
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability

PUBLIC WORKS AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20__ by and between the City of SOUTH EL MONTE, a municipal corporation ("City") and _____, a _____ ("Contractor"). City and Contractor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" 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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled _____, including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor 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 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary

to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided

either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 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.

1.10 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials, and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of

equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 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 Contractor 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 \$_____ (_____ Dollars) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

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 the contract retention; (iii) payment for time and materials based upon the Contractor'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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

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.

Contractor 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 Contractor, 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

(Name)

(Title)

(Name)

(Title)

(Name)

(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 Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [_____] or] such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor 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 Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$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. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

(a) Contractor 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) Contractor 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 Contractor hereunder; and Contractor 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 Contractor 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 Contractor hereunder, Contractor 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.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor in the performance of professional services and work 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 Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor

Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 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 Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor 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.

Contractor 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. Contractor 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, Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor, 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 Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. 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 Contractor 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 Contractor'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.

(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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 Contractor 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, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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. Contractor 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 effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor 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 Contractor 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, Contractor 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 Ave., South El Monte California 91733, and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

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 Contractor 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. Contractor 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. Contractor 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. Contractor 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.

Contractor’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) the 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

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF WORK

- I.** Contractor shall perform all of the work and comply with all of the specifications and requirements in the “General Provisions” and “Special Provisions” included in the bid documents _____ for the _____ project _____, including any documents or exhibits referenced therein. The bid documents shall include, but not limited to, those bid specifications and documents provided in Exhibit “A-1”.
- II.** Brief description of the work to be performed:
- III.** In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering status reports as may be required by the City from time to time.
- IV.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.
- V.** Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.

EXHIBIT “A-1”

BID SPECIFICATIONS AND DOCUMENTS

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I.** Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor’s Proposal, and listed below:

Item No.	DESCRIPTION	Quantity	Unit	SUB-BUDGET
1				
2				
3				
	TOTAL			

- II.** A retention of five percent (5%) 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 item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item’s subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.
- IV.** The City will compensate Contractor 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 amount provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I.** Contractor shall perform all work timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

- II.** Contractor shall deliver the following tangible work products to the City by the following dates.

- A.
- B.
- C.

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

PERFORMANCE BOND

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work _____ entitled _____ and _____ described _____ as follows: _____;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____ 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of
process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF SOUTH EL MONTE, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work _____ entitled _____ and _____ described _____ as follows: _____;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By_____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of South El Monte**
Project: _____

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
----------------------	------------------------	----------------------------

Workers' Compensation:
Statutory Limits Under the Laws
of the State of California

Employers' Liability:

\$ _____ Each Accident

\$ _____ Disease - Policy Limit

\$ _____ Disease - Each Employee

Named Insured (Contractor)

Insurance Company

Street Number

Street Number

City and State

City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of South El Monte, 1415 Santa Anita Ave., South El Monte, California 91733.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on ____ at 12:01 a.m. and forms a part of Policy Number ____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____
*(Original signature only; no facsimile signature
or initialed signature accepted)*

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

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

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

Telephone No.: (_____) _____

*(Original signature only; no facsimile signature
or initialed signature accepted)*



City Council Agenda Report

Agenda Item No. 9.e.

DATE: February 8, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: PRESENTATION ON ANALYSIS OF REFINANCING THE CALPERS UNFUNDED PENSION LIABILITY

SUMMARY: The City's Financial Advisor, Kosmont Transaction Services, developed an analysis that shows the City can achieve \$1.5 million in cash flow savings. This is based upon financing the existing CalPERS unfunded pension liability with debt. The proceeds collected from the debt issuance will be used to fund the CalPERS unfunded pension liability.

RECOMMENDED ACTION: Staff is seeking authorization to proceed with bond financing of the CalPERS unfunded pension obligation.

FISCAL IMPACT: The fiscal impact of debt financing to fund the CalPERS unfunded pension liability is projected to save the City \$1.5 million in cash flow over 20 years.

DISCUSSION: On November 9, 2021, the City Council approved Kosmont Transaction Services to be the City's Financial Advisor to address the actuarial determined \$9.6 million CalPERS unfunded pension liability. This liability is the result of CalPERS not being able to make sufficient earnings on their portfolio of investments. The projected \$9.6 million shortfall becomes the City's responsibility to fund this gap. Currently, the City has been making an extra annual payment each year to reduce this liability. CalPERS has historically been charging 7.0% interest on the balance of the unfunded pension liability. The City is seeking to issue debt to replace the CalPERS unfunded pension liability with a lower interest rate. The City has the ability to issue debt at a lower projected 3.6% interest rate, rather than the 7.0% currently being charged by CalPERS through fiscal year 2023 and 6.8% starting in fiscal year 2024. Based upon the analysis performed, the City can achieve an estimated cash flow savings of \$1.5 million over a 20-year period. The exact level of savings is dependent on the funding strategy employed and the actual market interest rate on the date of the issuance of the debt financing.

Kosmont Transaction Services has developed next steps to proceed with the debt financing. These steps include:

- Engage a bond underwriter.
- Develop a timeline for funding preparation and execution.
- Execute this financing as soon as practicable as the Federal Government is expected to raise interest rates in the near future.

A progress report will be provided prior to the debt issuance to keep the City Council fully informed of any material changes in the expected outcome and timing of this financing.

ATTACHMENT(S):

A. Unfunded Pension Liability Refinancing Considerations

Unfunded Pension Liability Refinancing Considerations



CITY OF SOUTH EL MONTE, CA
CITY COUNCIL PRESENTATION
FEBRUARY 8, 2022

Presented by:

Larry J. Kosmont, CRE®, President | Kosmont Transactions Services | lkosmont@KosmontTransactions.com

Dan Massiello, Sr.VP & Chief Compliance Officer | Kosmont Transactions Services | dmassiello@KosmontTransactions.com



1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266
TEL: 424-297-1070 | URL: www.KosmontTransactions.com

OVERVIEW

- City engaged Kosmont Transactions Services (KTS) as Municipal Advisor to evaluate options to refinance City's outstanding Unfunded Accrued Liability (UAL) with the California Public Employees' Retirement System (CalPERS)
- City Staff and KTS have been working on options for City Council Consideration
- City can issue either Pension Obligation Bonds (POBs) or Lease Revenue Bonds (LRBs) to refinance UAL
 - Each approach has different policy and timing implications to consider
- City can refinance all or a portion of its UAL
- This presentation summarizes key factors for consideration by City to move the UAL refinancing forward

CITY'S UNFUNDED ACCRUED LIABILITY (“UAL”)

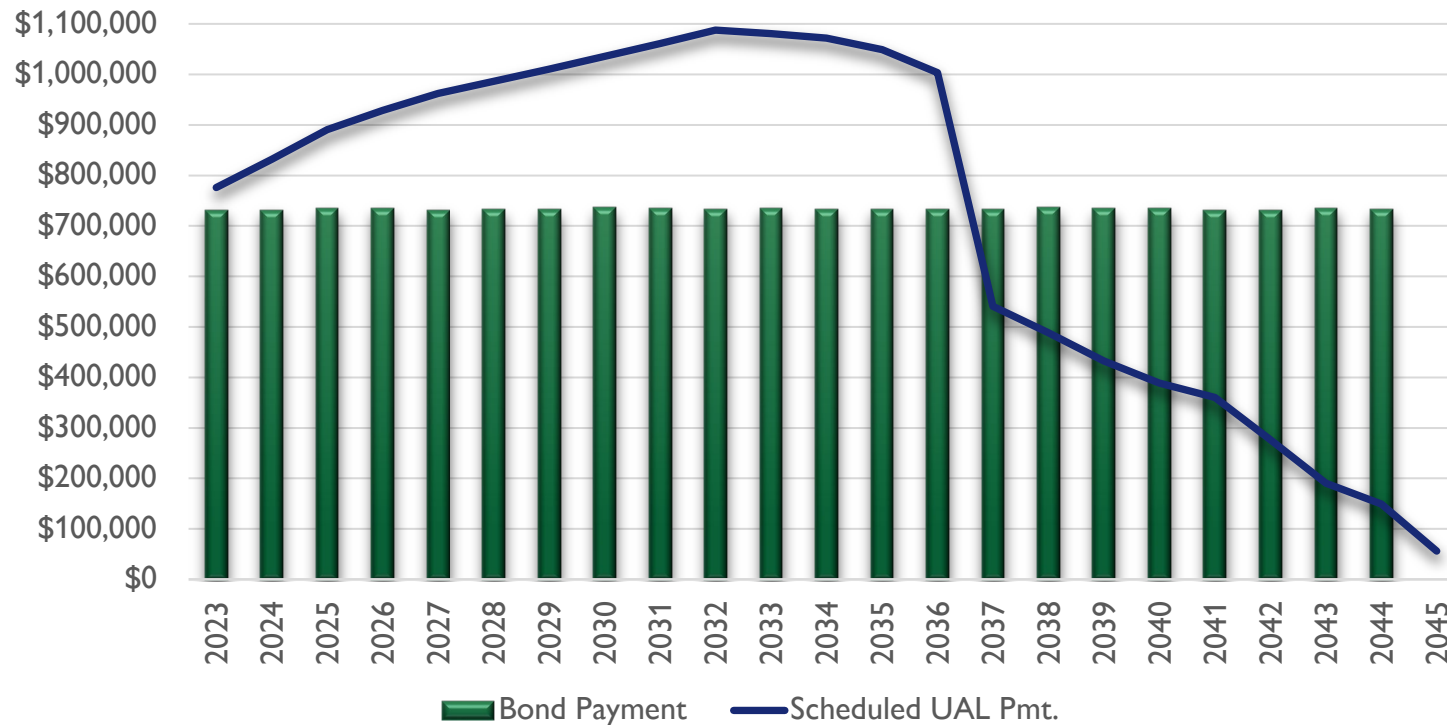
- **Projected Combined UAL at 6/30/2022¹: \$9,601,214**
- UAL payments starting next year (FY23) are based on projected 6/30/2022 amount
- CalPERS includes 7%² interest charge in UAL amortization payments
- Most recently available actuarial data for all Plans is as of 6/30/2020¹:
 - Required Combined Balance: \$31,285,832
 - Market Value of Assets: 21,712,678
 - Amount Underfunded (UAL): \$ 9,573,154
- City's scheduled payment in FY22 was \$683,420; will be \$776,125 in FY23 – a 13.6% increase
- UAL is currently scheduled to be paid down slightly to \$9,470,469 (by 6/30/22)

CalPERS' 2021 INVESTMENT GAINS

- CalPERS has reported a gross Investment Gain of 21.3% for Fiscal Year ended June 30, 2021
 - 14.3% greater than the 7.0% “Discount Rate” target
 - After expenses, net Investment Gains could be ~14.1%
- UAL is comprised of both Investment Gains/Losses and Non-Investment Gains/Losses
- Investment Gains/Losses can be estimated; Non-Investment Gains/Losses cannot
 - Non-Investment Gains/Losses attributable to demographic and assumption changes; changes in employees’ compensation; and other actuarial factors
 - CalPERS actuaries take one year to calculate fiscal impact
 - Will not know impact of FY21 performance on UAL until August 2022
 - Any net positive Investment or Non-investment Gains could each serve to reduce UAL
- Excess earnings of over 9% has triggered automatic discount rate reduction from 7.0% to 6.8%
 - CalPERS Board determined in November to keep Discount Rate at 6.8%
 - Rate reduction itself creates new UAL base for FY21 to be paid for with at part of high FY21 return

UAL/BOND REPAYMENT OPTIONS

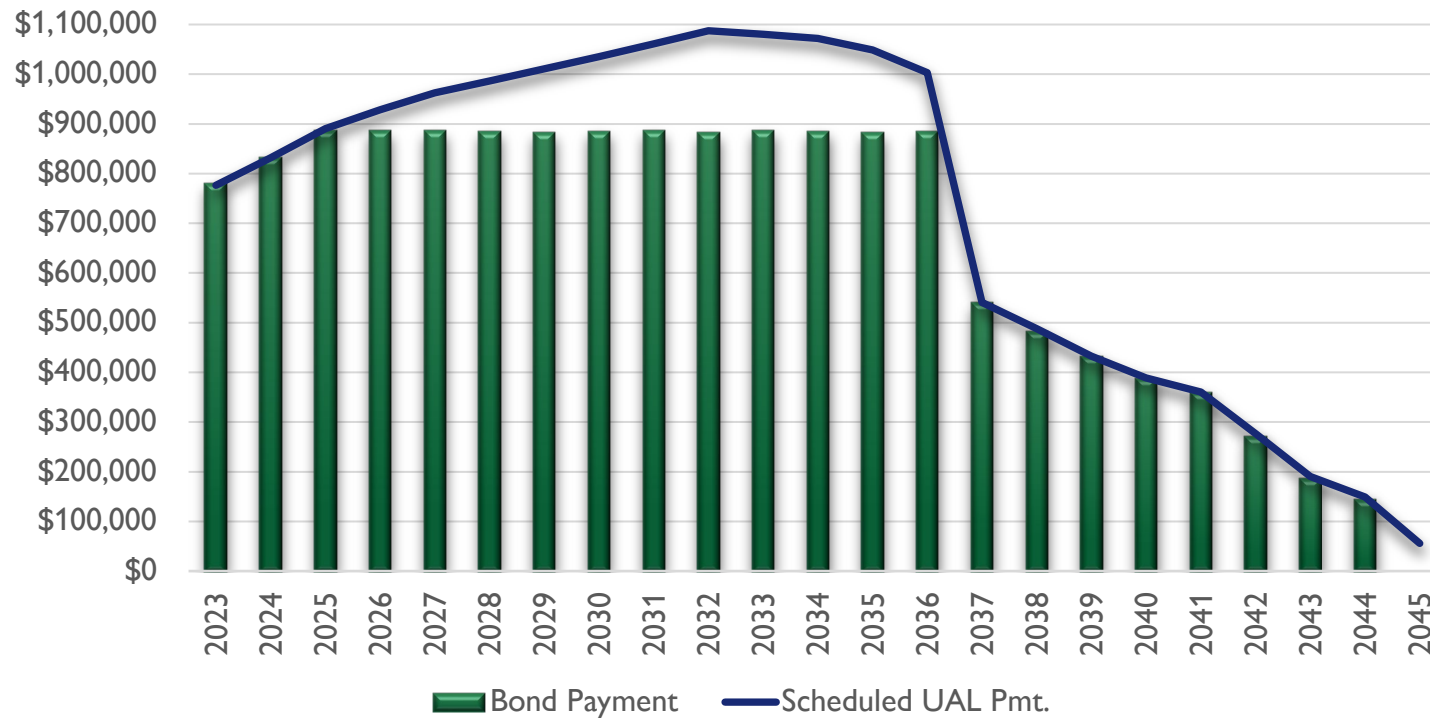
LEVEL DEBT SERVICE BASIC STRUCTURE



FYE June 30	Scheduled UAL Pmt.	Bond Payment	Budget Savings	PV Savings
2023	\$776,125	\$731,644	\$44,481	\$63,803
2024	831,833	731,600	100,233	114,222
2025	890,424	733,800	156,624	161,049
2026	928,348	735,400	192,948	186,260
2027	962,409	731,400	231,009	210,409
2028	986,138	732,000	254,138	220,379
2029	1,010,521	732,000	278,521	230,115
2030	1,035,573	736,400	299,173	236,026
2031	1,061,316	735,000	326,316	245,509
2032	1,087,763	733,000	354,763	254,673
2033	1,080,430	735,400	345,030	237,965
2034	1,071,946	732,000	339,946	224,984
2035	1,048,878	733,000	315,878	201,436
2036	1,003,284	733,200	270,084	167,019
2037	540,725	732,600	(191,875)	(93,008)
2038	488,198	736,200	(248,002)	(118,462)
2039	432,455	733,800	(301,345)	(140,338)
2040	388,664	735,600	(346,936)	(156,383)
2041	360,102	731,400	(371,298)	(161,121)
2042	276,533	731,400	(454,867)	(191,392)
2043	190,338	735,400	(545,062)	(221,633)
2044	149,031	733,200	(584,169)	(228,296)
2045	56,030		56,030	21,887
TOTALS	\$16,657,064	\$16,135,444	\$521,620	\$1,465,104

UAL/BOND REPAYMENT OPTIONS

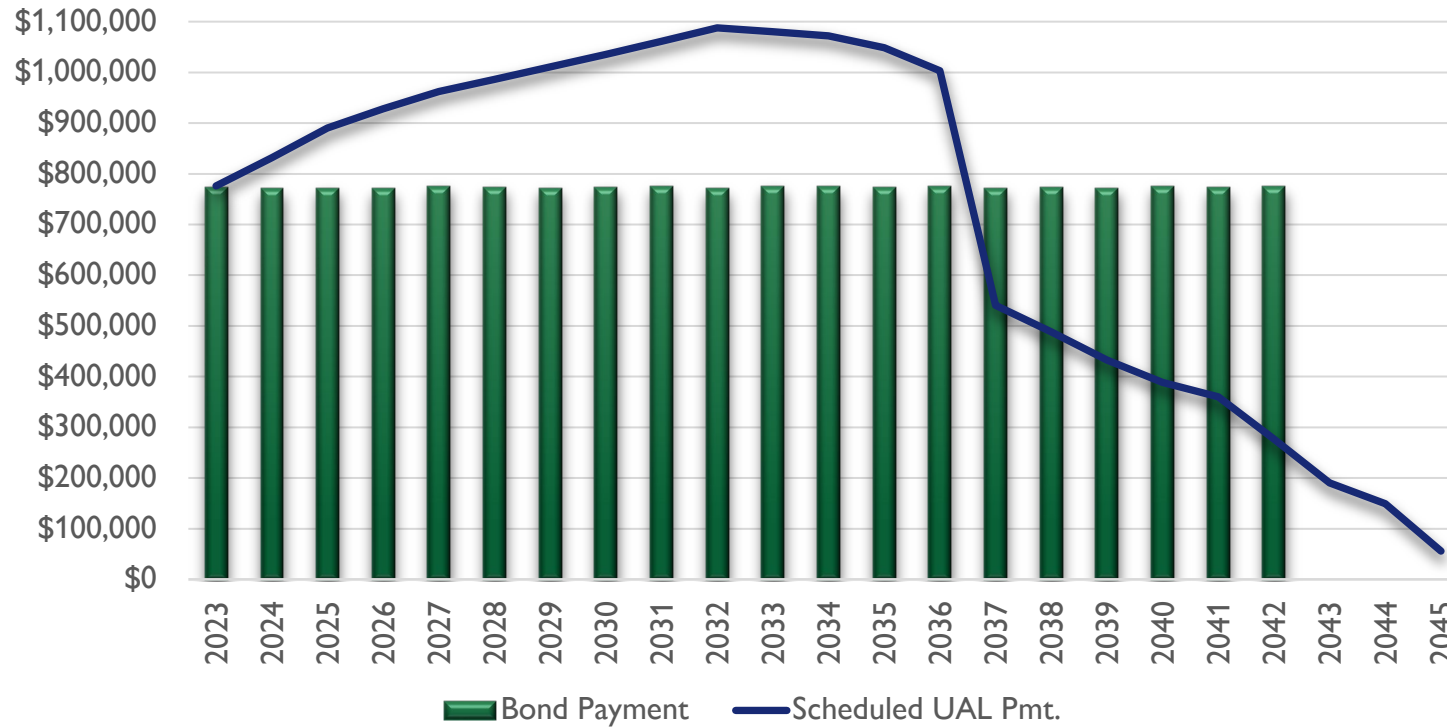
“HYBRID” DEBT SERVICE BASIC STRUCTURE



FYE June 30	Scheduled UAL Pmt.	Bond Payment	Budget Savings	PV Savings
2023	\$776,125	\$780,176	(\$4,051)	\$17,095
2024	831,833	833,260	(1,427)	20,633
2025	890,424	886,490	3,934	26,421
2026	928,348	886,990	41,358	58,260
2027	962,409	886,710	75,699	84,845
2028	986,138	885,650	100,488	101,454
2029	1,010,521	883,810	126,711	117,653
2030	1,035,573	886,190	149,383	129,833
2031	1,061,316	887,595	173,721	141,985
2032	1,087,763	883,025	204,738	157,341
2033	1,080,430	887,675	192,755	143,341
2034	1,071,946	886,155	185,791	133,247
2035	1,048,878	883,660	165,218	115,558
2036	1,003,284	885,190	118,094	83,895
2037	540,725	540,550	175	9,314
2038	488,198	483,195	5,003	10,589
2039	432,455	432,400	55	6,882
2040	388,664	387,970	694	6,275
2041	360,102	359,710	392	5,509
2042	276,533	272,035	4,498	5,896
2043	190,338	187,285	3,053	3,887
2044	149,031	145,460	3,571	3,406
2045	56,030		56,030	22,129
TOTALS	\$16,657,064	\$15,051,181	\$1,605,883	\$1,405,447

UAL/BOND REPAYMENT OPTIONS

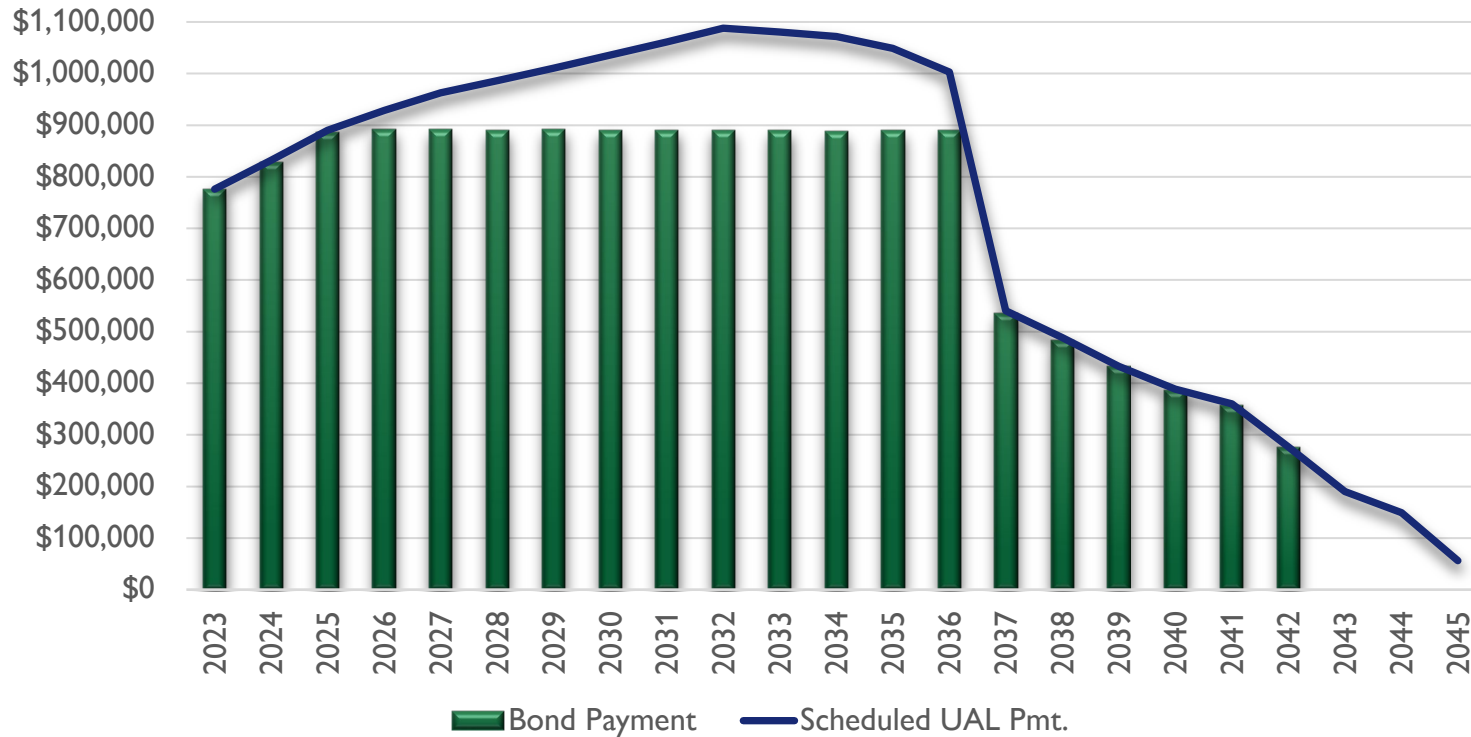
LEVEL DEBT SERVICE – PRIVATE PLACEMENT



FYE June 30	Scheduled UAL Pmt.	Bond Payment	Budget Savings	PV Savings
2023	\$776,125	\$773,263	\$2,862	\$23,374
2024	831,833	771,400	60,433	77,260
2025	890,424	771,800	118,624	127,438
2026	928,348	771,600	156,748	155,840
2027	962,409	775,800	186,609	174,917
2028	986,138	774,200	211,938	188,397
2029	1,010,521	772,000	238,521	201,466
2030	1,035,573	774,200	261,373	210,510
2031	1,061,316	775,600	285,716	219,546
2032	1,087,763	771,200	316,563	231,841
2033	1,080,430	776,200	304,230	214,622
2034	1,071,946	775,200	296,746	201,356
2035	1,048,878	773,400	275,478	180,461
2036	1,003,284	775,800	227,484	145,491
2037	540,725	772,200	(231,475)	(116,029)
2038	488,198	772,800	(284,602)	(139,612)
2039	432,455	772,400	(339,945)	(162,250)
2040	388,664	776,000	(387,336)	(178,851)
2041	360,102	773,400	(413,298)	(183,810)
2042	276,533	774,800	(498,267)	(214,772)
2043	190,338		190,338	82,829
2044	149,031		149,031	62,236
2045	56,030		56,030	22,454
TOTALS	\$16,657,064	\$15,473,263	\$1,183,801	\$1,524,714

UAL/BOND REPAYMENT OPTIONS

“HYBRID” DEBT SERVICE – PRIVATE PLACEMENT



FYE June 30	Scheduled UAL Pmt.	Bond Payment	Budget Savings	PV Savings
2023	\$776,125	\$775,522	\$603	\$20,892
2024	831,833	828,580	3,253	24,276
2025	890,424	886,810	3,614	25,479
2026	928,348	892,115	36,233	53,453
2027	962,409	891,445	70,964	80,803
2028	986,138	889,995	96,143	98,148
2029	1,010,521	892,765	117,756	111,327
2030	1,035,573	889,560	146,013	128,142
2031	1,061,316	890,575	170,741	141,019
2032	1,087,763	890,615	197,148	153,818
2033	1,080,430	889,680	190,750	143,642
2034	1,071,946	887,770	184,176	133,905
2035	1,048,878	889,885	158,993	113,428
2036	1,003,284	890,830	112,454	81,817
2037	540,725	535,605	5,120	11,940
2038	488,198	483,055	5,143	10,676
2039	432,455	431,870	585	7,127
2040	388,664	387,050	1,614	6,725
2041	360,102	358,400	1,702	6,132
2042	276,533	275,335	1,198	4,508
2043	190,338		190,338	84,176
2044	149,031		149,031	63,299
2045	56,030		56,030	22,856
TOTALS	\$16,657,064	\$14,757,462	\$1,899,602	\$1,527,585

LEASE REVENUE VS. PENSION OBLIGATION BONDS

- City must have a means to legally repay bondholders
 - Options limited to “General Obligation” or “Lease Revenue”
- General Obligation Bonds can only be authorized by voters or a validation by the Court
 - Validation applies to refinancing of a debt that already exists, such as the UAL
 - Validation process takes approximately 3-5 months
- Lease Revenue Bonds pledge rent payments received from a lease to repay investors
 - City leases assets to a friendly third party and then leases them back; rent = bond payments
 - Bond payments represent “fair rental value”
 - Asset value greater than Bond amount is needed
- Interest rate differential between LRB and POB is estimated to be minimal
- LRBs anticipated to close in in early May; unlikely POBs could close before August

EVALUATION OF AVAILABLE CITY PROPERTY FOR POTENTIAL LRB ISSUE — KTS ANALYSIS

- Real property assets traditionally used for LRB financings by other public agencies include City Halls, Public Works Yards, Community Centers, Public Safety Facilities, and Parks
 - City’s “traditional” real properties include Civic Center, Community/Senior Center, Aquatic Center and Mary van Dyke Park
 - City has other “non-traditional” assets such as City streets which may be available for use
 - Research into non-traditional properties is underway
 - Assets to be used is subject to approval of City’s legal counsel
- Initial property research indicates that certain of the City’s “traditional” assets should be valuable enough to justify the anticipated rent payments (debt service) for LRBs

NEXT STEPS

- Engage Bond Underwriter (KTS leading effort)
- Develop financing timeline and choose appropriate program
 - Prepare for validation proceedings to be in position to file validation as soon as practicable; OR
 - Avoid validation and commence LRB program
- Commence Bond issuance transaction
- Close Bonds as soon as practicable to capture currently favorable market

THANK YOU – ANY QUESTIONS?



KOSMONT TRANSACTIONS SERVICES

PRESENTED BY:

LARRY J. KOSMONT

CHAIRMAN & CEO

LKosmont@KosmontTransactions.com

DAN MASSIELLO

SR. V.P. & CHIEF COMPLIANCE OFFICER

DMassiello@KosmontTransactions.com



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Manhattan Beach, CA 90266

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City Council Agenda Report

Agenda Item No. 11.a.

DATE: February 8, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: LETTER FROM THE MONTEBELLO BREWERS BASEBALL CORPORATION REQUESTING A LONG TERM RESERVATION, APPROVAL TO HOST THREE BASEBALL TOURNAMENTS, AND FEE WAIVER FOR THE USE OF FIELDS AT NEW TEMPLE AND SHIVELY PARK

SUMMARY: The Montebello Brewers Baseball Corporation (MBBC) are requesting a long-term facility reservation from February to December 2022, approval of three (3) baseball tournaments, and a reservation fee waiver for the use of the New Temple Park fields and Shively Park fields Monday through Friday from 6:00 p.m. to 8:30 p.m. and Saturdays and Sundays from 8:00 a.m. to 6:00 p.m. to host scheduled practices, games, and tournaments.

RECOMMENDED ACTION: Staff recommends City Council discuss and take action on the request by the MBBC for a long-term reservation, approval to host three (3) baseball tournaments and fee waiver in the total amount of \$63,625.00

FISCAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the Facility Rental Fees in the amount \$63,625.00 and the MBBC will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, and refundable damage deposits.

This amount may vary based upon updates or further changes to the reservation. Any increase in the requested waiver amounts will require City Council approval and should be submitted in a timely order by the MBBC in a request letter.

An estimated increase of \$15,482.00 must also be added to the City's Park Maintenance Budget for FY 21/22 and 22/23. This amount includes covering the additional costs of materials and personnel labor time.

Please refer to Attachment A - Fee Waiver Cost Analysis, summarizing the details associated with the reservation fee waiver request.

DISCUSSION: The MBBC has been a regular renter of the Shively Park baseball field since December of 2016. At that time, the MBBC was charged the resident rate of \$25.00 per day for the use of the field in accordance with the City Facility Regulations and Fees that were approved on July 1, 2008 by the City Council.

In 2018, a city-wide fee study was conducted, resulting in a price increase of field rentals from \$25.00 per day to \$50.00 per hour for residents. The new rates were approved by the City Council in the Reservation Regulations and Fee Schedule of 2018 and implemented to all City facilities and parks renters. The MBBC ended their reservation for the remainder of the 2018.

In 2019, the MBBC requested a reservation fee waiver for the use of New Temple Park and Shively Park from June 18, 2019 to December 27, 2019 in the total amount of \$18,370.00. At the June 11, 2019 City Council Meeting, the MBBC's fee waiver was approved.

In 2020, all youth sports programs and City reservations were canceled due to the COVID-19 Pandemic. After a year of canceled sports programs, in March of 2021, the Los Angeles County Department of Public Health released protocols allowing organized youth sports programs to convene with specific modifications. The MBBC met with City staff to discuss the possibility of a continued fee waiver for the use of the fields with certain terms and conditions. A written agreement was established between the MBBC and the City stating that the City will waive the reservation fee contingent upon the MBBC properly maintaining the fields with no modifications. After failure to adhere to the agreement, the City ended the MBBC reservation and fee waiver in December of 2021.

Per the City's Municipal Code, section 12.12.110, the MBBC are following the process to obtain a permit to utilize the New Temple and Shively Park fields. According to the City Council approved Reservation Regulations and Fee Schedule of 2018, a non-profit organization whose members live, work, or attend schools in the City and conduct community events, programs, or activities for the public can qualify to apply for a reservation fee waiver.

The MBBC is a certified non-profit organization listed as the "Montebello Brewers Baseball Inc." with the address on file as 200 E Beverly Blvd Suite 102, Montebello, CA 90640. This information is on the California Secretary of State's website. The MBBC president, Leo Briones, is a 30-year South El Monte resident. The team roster provided by Mr. Briones is composed of 48 players. Out of the 48 players, a total of 2 players live in South El Monte and 8 players attend school in the City. The organization invites all boys in the community between ages 8-16 to try out for the competitive travel baseball program for a monthly fee of \$50.00.

The MBBC have three (3) requests for the City Council's consideration:

1. The organization's first request is a long-term reservation from February 9, 2022 to December 31, 2022. The City currently grants six (6) month reservations to the South El Monte National Little League (SEMNLL) from January to July at New Temple Park and

El Monte/ South El Monte Jets (Jets) from August to December in accordance with the Joint Use Agreement Between the City and the Valle Lindo School District. South El Monte AYSO Soccer (AYSO) is also allowed a six (6) month reservation period, from September to January at Shively Park for being a long-time community youth sports partner. The MBCC are requesting to host practices Monday to Friday from 6:00 p.m. to 8:30 p.m., games on Saturdays and Sundays from 8:00 a.m. to 6:00 p.m., and tournaments on Saturdays and Sundays from 8:00 a.m. to 9:00 p.m. If the request is granted, the MBBC will be utilizing all remaining reservation slots available in Shively Park and New Temple Park not used by SEMNLL, Jets, or AYSO. The fields will not be available for private use for any interested residents throughout the year.

2. The MBBC would like the approval to host at least three (3) large-scale baseball tournaments which will raise funds for charitable causes, including the National Breast Cancer Foundation and the City's Christmas Wish Toy Giveaway event. In 2021, the MBBC held three (3) 2-day baseball tournaments composed of 24-32 teams which totaled 288 -388 players. Proceeds from the Toys for Tots tournament held in December were partially donated to the City's Christmas Wish Toy Giveaway in the estimated value of \$3,000.00.

3. The MBBC are also requesting a facility fee waiver for the use of the fields at both parks for scheduled practices, games, and tournaments. The fee waiver includes the rental of the five (5) New Temple Park fields and the Shively Park field for practices Monday through Friday from 6:00 p.m. to 8:30 p.m., games Saturdays and Sundays from 8:00 a.m. to 6:00 p.m., and three (3) baseball tournaments on Saturdays and Sundays from 8:00 a.m. to 9:00 p.m. The MBBC will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, and refundable damage deposits.

Staff report prepared by Jayson Perez.

ATTACHMENT(S):

- A. Fee Waiver Cost Analysis
- B. MBBC City Council Request Letter
- C. MBBC Reservation Application

ATTACHMENT A

Fee Waiver Cost Analysis

Waived Fees

Fee Description	Units	Total
Shively Park Reservation Fee	\$50/hour x 732.5 hours	\$36,625.00
New Temple Park Reservation Fee	\$50/hour x 540 hours	\$27,000.00
Total Waived Fees:		\$63,625.00

Non-Waived Fees

Fee Description	Units	Total
Shively Park Light Fee	\$30/hour x 317.5 hours	\$9,525.00
New Temple Park Light Fee	\$30/hour x 110 hours	\$3,300.00
Liability Insurance Premium:	(Agency provided)	\$0.00
New Temple Park Damage Deposit:	\$500.00	\$500.00
Shively Park Damage Deposit:	\$500.00 (On file from previous year)	\$0.00
Total Non- Waived Fees:		\$13,325.00

Total requested fees waived: \$63,625.00

Total fees charged to the Montebello Brewers Organization: \$13,325.00

ATTACHMENT B



BREWERS BASEBALL ORGANIZATION
10912 Galax Street
South El Monte, California
91733

January 27, 2022

South El Monte Mayor and City Council
1415 Santa Anita Ave
South El Monte, CA 91733

Re: Brewers Baseball Organization Baseball Field Usage Rates

Dear Honorable Mayor Olmos and City Council:

We are asking for your consideration in adjusting the fees for the use of the city's baseball fields at Shively Park (1 field), and New Temple Park (3 fields). Although the fees that you are assessing may seem reasonable based on previous information shared with you on the amount of money our organization collects, we can assure you that it's not the case. We currently have four teams within our organization, and the fees the city has proposed for us to pay are beyond what we are collecting in monthly dues. The increase in field fees would jump to about \$100 - \$125 monthly per player. This would create a hardship to the parents resulting in the loss of players and sadly, children with no opportunity to play baseball year-round. Our fees are the lowest in the Travel Ball community. Amid a global pandemic, we have managed to keep the fees at \$50 per month while offering sibling discounts so that our families may continue to have their children participate in a program that has helped provide them with a sense of normalcy during these difficult times. In addition to our monthly dues, parents are also responsible for any tournament fees for their children. For this reason, we remain committed to keeping our dues affordable. It is our goal to continue this commitment with your help.

We are a Non-Profit Organization that was established in 1982. Our Coaches are volunteers and do not receive any monetary compensation. Some of our recruitment has come from South El Monte and neighboring cities. Although our roots may not have started in the City of South El Monte, we have returned to the city that has always felt like home. Our President Leo Briones has been a long-time resident of South El Monte and has shared his level of commitment within our community. He advocates for breast cancer awareness by hosting tournaments to raise funds that are donated to the City of Hope. He has also sponsored a writing contest, awarding the winner a monetary prize for the cancer survivor they have written about. A family favorite is the Toys for Tots tournament, bringing in hundreds of toys to donate within the community of South El Monte. Moving forward we would like to involve our team in events where we can get our community involved. We all share one goal, "nurture and foster the youth of our community (and any other) so that they have the confidence to achieve anything they put their minds to". This program is as vital to our community and these children as any other program. This has become a place where the youth of our community and surrounding communities can come together to learn sportsmanship, humility, and build character.

We understand that field usage has been a very popular request these days and are willing to work with the City and other organizations to ensure that all the children of the community have an opportunity to enjoy the fields. This common goal can be accomplished with your help.

Thank you for your support and we look forward to continuing to mold our community's youth with your help. If you have any questions, please contact me at (626) 232-8464.

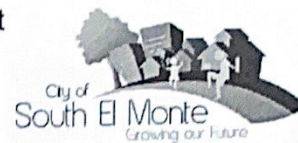
Sincerely,

Brewers Baseball Organization
Leo Briones, President
South El Monte/El Monte Parents

ATTACHMENT C



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: <u>LEO BRIONES</u>	Organization/Business: <u>BREWERS BASEBALL</u>
Address: <u>[REDACTED]</u>	City: <u>S. EL MONTE</u> Zip Code: <u>91733</u>
Home Phone: <u>[REDACTED]</u>	Work Phone: <u>[REDACTED]</u>
Cell Phone: <u>[REDACTED]</u>	Email: <u>[REDACTED]</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED: NTF

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☒ Field
			☐ Picnic Area
Date of Event: <u>8-1-22 to 8-31-22</u> Day(s): <u>Mon - Sunday</u>		Estimated Attendance: <u>[REDACTED]</u>	
Purpose of Event/Function: <u>Mon-Fri: 6p-8:30pm Sat & Sun 8am-10pm</u>			
Reservation Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>		Set up Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>	
Kitchen Hours: <u>[REDACTED]</u> to <u>[REDACTED]</u>		Clean up Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>	
Will the event be open to the public? <u>[REDACTED]</u>			
Will there be entertainment? <u>[REDACTED]</u>		If yes, what type? <u>[REDACTED]</u>	
Will food be served? <u>[REDACTED]</u>		If yes, name of caterer? <u>[REDACTED]</u>	
Will alcohol be served? <u>[REDACTED]</u>			
Portable Stage needed? <u>[REDACTED]</u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: Leo Briones Date: 2-1-22

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee [REDACTED] Date: [REDACTED]

City of South El Monte Recreation Services Department

APPLICANT NAME: Montebello Brewers DATE OF USE: 8-1-22 to 12-31-22

FACILITY: New Temple Park

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ <u>50</u> x <u>540</u> Hours	\$ <u>27,000⁰⁰</u>
<u>Light Fee</u>	\$ <u>30</u> x <u>110</u> <u>Hours</u>	\$ <u>3,300⁰⁰</u>
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit	<u>on file</u>	\$ _____
Insurance Premium Certificate	<u>Agency Provided</u>	\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
TOTAL:		\$ <u>30,300⁰⁰</u>

of Round Tables: _____
 # of Rectangle Tables: _____
 # of Chairs: _____

Table and Chair Ratio
 8 inch Round Table = 8 chairs
 8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info: _____

If No, reason: _____

Amount refunded: \$ _____ Warrant Request Made on: _____

Last update 7/11/18

Page 2 of 5

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

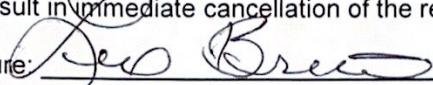
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature:  Date: 2-1-22



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: <u>LEO PRIONEZ</u>	Organization/Business: <u>BREWERS BASEBALL</u>
Address: <u>[REDACTED]</u>	City: <u>S. EL MONTE</u> Zip Code: <u>91733</u>
Home Phone: <u>[REDACTED]</u>	Work Phone: <u>[REDACTED]</u>
Cell Phone: <u>[REDACTED]</u>	Email: <u>[REDACTED]</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED: DLS Park

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ Shively
☐ Parking Lot			☐ Field
			☐ Picnic Area
			☒ Field
			☐ Picnic Area
Date of Event: <u>2-9-22 to 7-31-22</u>		Day(s): <u>M-Sunday</u>	Estimated Attendance: <u>[REDACTED]</u>
Purpose of Event/Function: <u>M-F: 6p-8:30pm Sat & Sun 8am-6pm</u>			
Reservation Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>		Set up Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>	
Kitchen Hours: <u>[REDACTED]</u> to <u>[REDACTED]</u>		Clean up Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>	
Will the event be open to the public? <u>no</u>			
Will there be entertainment? <u>no</u>		If yes, what type? <u>[REDACTED]</u>	
Will food be served? <u>no</u>		If yes, name of caterer? <u>[REDACTED]</u>	
Will alcohol be served? <u>no</u>			
Portable Stage needed? <u>no</u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: Leo Brune Date: 2-1-22

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee: [REDACTED] Date: [REDACTED]

Last update 7/11/18

Page 1 of 5

City of South El Monte Recreation Services Department

APPLICANT NAME: Montebello Brewers Baseball DATE OF USE: 2-9-22 to 7-31-22
 FACILITY: Don L. Shively Park

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED - SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ <u>50</u> x <u>732.5</u> Hours	\$ <u>36,625.00</u>
Light Fee	\$ <u>30</u> x <u>317.5</u>	\$ <u>9,525.00</u>
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit		\$ <u>500.00</u>
Insurance Premium Certificate	<u>Agency Provided</u>	\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
TOTAL:		\$ <u>46,650.00</u>

of Round Tables: _____
 # of Rectangle Tables: _____
 # of Chairs: _____

Table and Chair Ratio
 8 inch Round Table = 8 chairs
 8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info: _____

If No, reason: _____

Amount refunded: \$ _____ Warrant Request Made on: _____
 Last update 7/11/18 Page 2 of 5

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ratio of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

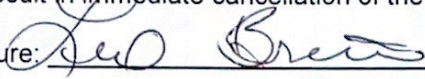
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cancellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature:  Date: 2-1-22



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: <u>Leo BRIONES</u>	Organization/Business: <u>BERWERS baseball</u>
Address: <u>[REDACTED]</u>	City: <u>SEL MONTE</u> Zip Code: <u>91733</u>
Home Phone: <u>[REDACTED]</u>	Work Phone: <u>[REDACTED]</u>
Cell Phone: <u>[REDACTED]</u>	Email: <u>[REDACTED]</u>

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED: DLS & NTP Baseball Tournament

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	☐ Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		☐ Shively and New Temple
☐ Parking Lot			☒ Field
			☐ Picnic Area
			☒ Field
			☐ Picnic Area
Date of Event: <u>Oct 1, 2022; Nov 5, 2022; Dec 3, 2022</u>		Day(s): <u>Sat & Sun</u>	Estimated Attendance: <u>[REDACTED]</u>
Purpose of Event/Function: <u>[REDACTED]</u>			
Reservation Time: <u>7:00am</u> to <u>9:00pm</u>		Set up Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>	
Kitchen Hours: <u>[REDACTED]</u> to <u>[REDACTED]</u>		Clean up Time: <u>[REDACTED]</u> to <u>[REDACTED]</u>	
Will the event be open to the public? <u>[REDACTED]</u>		If yes, what type? <u>[REDACTED]</u>	
Will there be entertainment? <u>[REDACTED]</u>		If yes, name of caterer? <u>[REDACTED]</u>	
Will food be served? <u>[REDACTED]</u>			
Will alcohol be served? <u>[REDACTED]</u>			
Portable Stage needed? <u>[REDACTED]</u>			

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: Leo Briones Date: 2-1-22

OFFICE USE ONLY

☐ APPROVED ☐ DENIED Recreation Services Designee [REDACTED] Date: [REDACTED]

Last update 7/11/18

City of South El Monte Recreation Services Department

APPLICANT NAME: Leo Briones DATE OF USE: _____

FACILITY: _____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ _____ x _____ Hours	\$ _____
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ _____
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ _____
Kitchen Fee		\$ _____
Clean Up Fee		\$ _____
Damage Deposit		\$ _____
Insurance Premium Certificate		\$ _____
Liquor Premiums		\$ _____
Inflatable Bouncer		\$ _____
ABC Permit		\$ _____
	TOTAL:	\$ _____

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
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Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

Last update 7/11/18

Page 2 of 5

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

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12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

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2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
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4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

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3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: Leo Bruna Date: 1-30-22



City Council Agenda Report

Agenda Item No. 12.a.

DATE: February 8, 2022

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 Manuel Acosta

1. Identify, Submit and Approve Permits for Various Community Organizations and their Annual Events.
2. Report on Feasibility of Opening the Aquatic Center in March (at minimum start water aerobics and lap swim program in the mornings).
3. Feasibility of Starting the Monthly Community Bike Rides on Saturday Mornings Beginning in March.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 12.b.

DATE: February 8, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Councilmember Hector Delgado

1. Consideration of Developing an Inclusionary Housing Component into our City Code to Allow for more Affordable Opportunities for our Community.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None