

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



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

CITY OF SOUTH EL MONTE

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

AGENDA

March 22, 2022, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

*****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.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Meeting ID: 865 8171 1880

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

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-4842

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

Councilmember Richard Angel

3. INVOCATION

Israel Alacio, Community Services Commissioner.

4. PRESENTATIONS

4.a. Proclamation Proclaiming the Month of March as Women's History Month

4.b. Sheriff's Department Report for the Month of February

4.c. Code Enforcement and Public Safety Department Report for the Month of February

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.

CONSENT CALENDAR (CONTINUED)

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 8, 2022

Staff is requesting approval of Minutes for the March 8, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of March 8, 2022.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-19, APPROVING WARRANTS FOR THE PERIOD OF MARCH 9, 2022, THROUGH MARCH 22, 2022

Authorizing payment of City expenditures for the period of March 9, 2022 through March 22, 2022 totaling \$560,467.37

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-19, authorizing payment of City expenditures.

7.c. CONSIDERATION FOR AUTHORIZATION TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) TO ESTABLISH A PRE-QUALIFIED LIST OF FIRMS FOR GRANT PROGRAM ADMINISTRATION AND SELECT A FIRM TO ADMINISTER AND IMPLEMENT THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM

Staff seeks City Council approval to issue an RFQ to establish a pre-qualified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program.

RECOMMENDED ACTION: Staff recommends City Council approve the issuance of a RFQ to establish a pre-qualified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program.

7.d. ADOPTION OF ORDINANCE NO. 1257, AMENDING TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.14 "ADMINISTRATIVE PENALTY PROCEDURES," ADDING SECTION 1.14.085 "LATE PAYMENT CHARGES AND COLLECTION OF ADMINISTRATIVE FINES AND COSTS - SPECIAL ASSESSMENT PROCEDURES," TO SUPPLEMENT PROCEDURES FOR THE CITY'S COLLECTION OF ADMINISTRATIVE FINES AND COSTS

At a regular City Council meeting on Tuesday, March 8, 2022, City Council waived first reading and introduced Ordinance No. 1257, which would allow the city to seek recoupment of unpaid administrative fines and fees by establishing a procedure for recovery through a special tax assessment collected by the County in the same manner as ordinary municipal taxes are collected.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1257.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-20, FOR SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S "RAISE" GRANT PROGRAM

On February 4, 2022, the United States Department of Transportation (USDOT) published a Notice of Funding Opportunity for \$1.5 billion in grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program ("Grant Program"). Funds for the FY 2022 RAISE grant program will be awarded on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact. The City Council must adopt a resolution for the City's submission of an application for the Grant Program, and if awarded, authorization for the City Manager or designee to execute the grant agreement, and take all steps necessary to implement the grant.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-20, for the City's submittal of the Grant Program application, and if awarded, authorization for the City Manager or designee to execute the grant agreement, and take all steps necessary to implement the grant.

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-21 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING RECOVERY SERVICES

The proposed Memorandum of Understanding with Valle Lindo School District (VLSD) and City of South El Monte (City) will provide youth summer learning recovery services, under the Summer Partnership Program (SPP). Under this agreement, the City of South El Monte will receive up to \$111,600 from VLSD for programming services provided in the form of labor, materials, and supplies to offset program costs. This program is the result of VLSD receiving funding under the Expanded Learning Opportunities Program (ELO-P). This new funding source allows the partnership between the organizations to join forces to provide our youth with enriched learning experiences.

RECOMMENDED ACTION: Staff recommends City Council Adopt Resolution No. 22-21, approving a Memorandum of Understanding (MOU) with the Valle Lindo School District to provide summer learning recovery services.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Hector Delgado

1. Consideration of Hiring Townsend Public Affairs as our Sacramento/Washington D.C. Lobbyists

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)

13.b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager

14. RECESS COUNCIL MEETING

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

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

Successor Agency next page.

SUCCESSOR AGENCY TO THE SOUTH EL MONTE IMPROVEMENT DISTRICT

16. CALL TO ORDER AND ROLL CALL

Board Members: Angel, Delgado, Retamoza, Vice Chair Acosta, and Chair Olmos

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR FEBRUARY 22, 2022

Staff is requesting approval of the Minutes of the February 22, 2022, Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of February 22, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, April 12, 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 17th day of March 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: March 22, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: Proclamation Proclaiming the Month of March as Women's History Month

SUMMARY: In an effort to promote awareness to the community regarding issues pertaining to women, staff has prepared a proclamation proclaiming March as Women's History Month.

RECOMMENDED ACTION: None

FISCAL IMPACT: None

DISCUSSION: Women's History Month is a celebration of women's contributions to history, culture and society and has been observed annually in the month of March in the United States since 1987. Women's History Month 2022 will take place from Tuesday, March 1-Thursday, March 31, 2022.

At the regular meeting of January 25, 2022, City Council discussed the formation of a women's commission to empower women and girls and support advancement in today's society. Staff was directed to look into obtaining a grant to fund the creation of the commission. On March 15, 2022, the City was selected for funding in the amount of \$25,000 by the California Commission on the Status of Women and Girls as part of the Women's Recovery Response Grant Program.

ATTACHMENT(S):

A. Proclamation



PROCLAMATION
WOMEN'S HISTORY MONTH
MONTH OF MARCH 2022

WHEREAS, every year, March is designated Women's History Month by presidential proclamation. The month is set aside to honor women's contributions in American history. Women's History Month began as a local celebration in Sonoma County, California, when the Sonoma School District planned and executed a "Women's History Week" celebration in 1978.

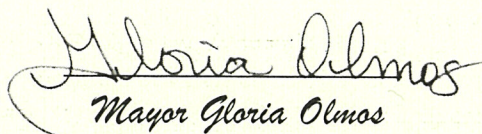
WHEREAS, in 1980, a consortium of women's groups and historians-led by the National Women's History Project (now the National Women's History Alliance) – successfully lobbied for national recognition. In February 1980, President Jimmy Carter issued the first Presidential Proclamation declaring the week of March 8th, 1980, as National Women's History Week. In 1987, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year as Women's History Month. Since then, each president has issued an annual proclamation designating the month of March as "Women's History Month."

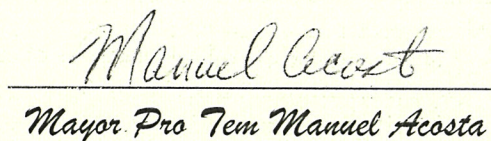
WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; contributions to the civil rights movement, public office, Supreme Court decisions, education, military, the business sector, science and medicine, sports and the list goes on.

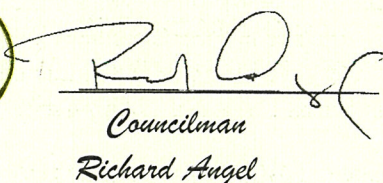
WHEREAS, today, Women's History Month belongs to all groups collectively everywhere; and is not country, group, or organization specific. As we reflect on the achievements of women and girls across the centuries and pay tribute to the pioneers who paved the way, let us recommit to the fight and help create a more equal society for women and girls.

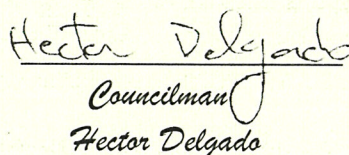
NOW, THEREFORE, I, Gloria Olmos, Mayor of South El Monte and on behalf of the City Council, by virtue of the authority vested in me by the Constitution and laws of South El Monte and State of California do hereby proclaim March 2022 as Women's History Month.

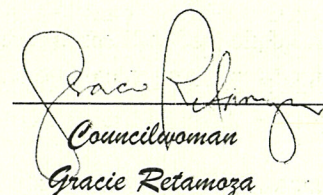
IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of the City of South El Monte to be affixed this 22nd day of March 2022.


Mayor Gloria Olmos


Mayor Pro Tem Manuel Acosta


Councilman
Richard Angel


Councilman
Hector Delgado


Councilwoman
Gracie Retamozo



City Council Agenda Report

Agenda Item No. 4.b.

DATE: March 22, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

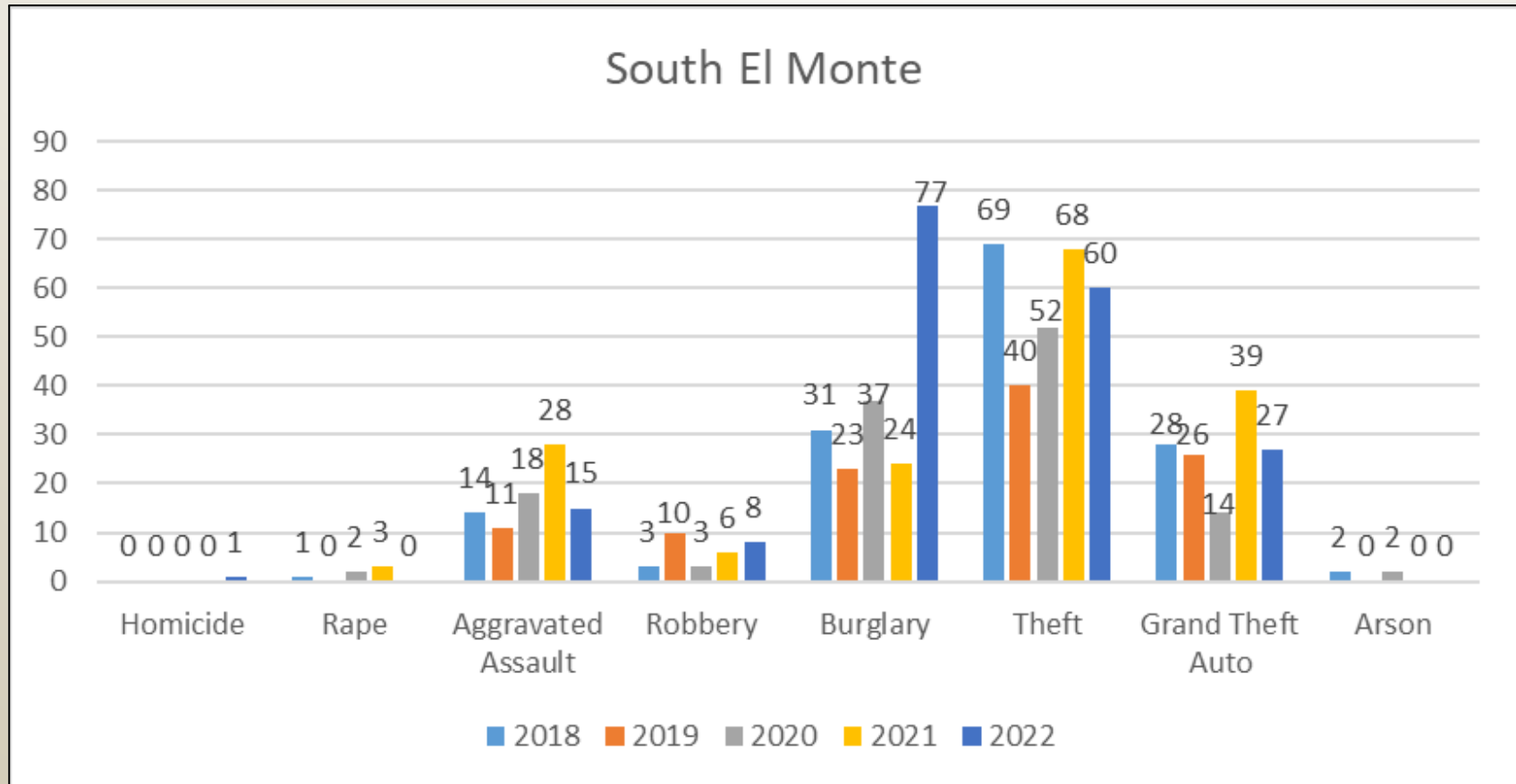
South El Monte February 2022

Crime Statistics



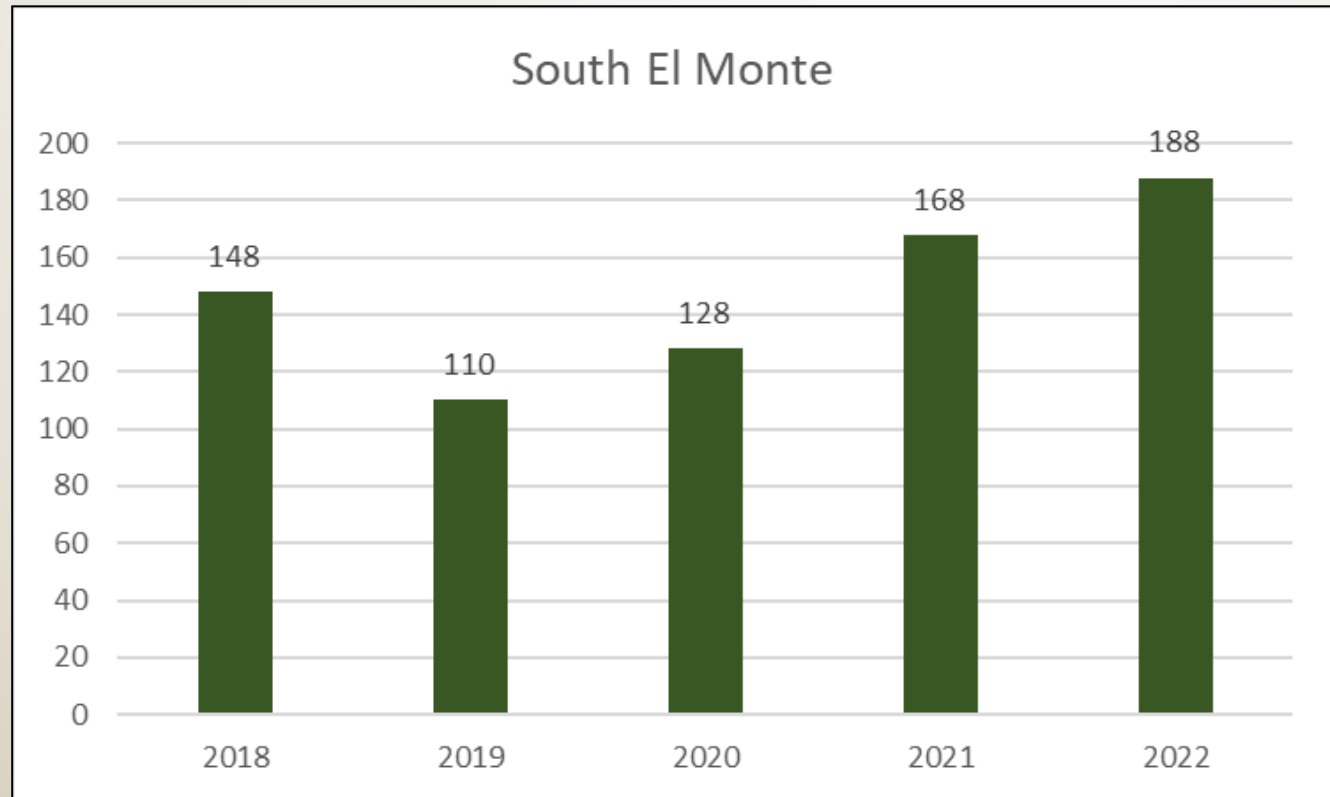
South El Monte

Part I Crime Statistics – February 2022



South El Monte

Part I Crime Statistics – February 2022



South El Monte

Part I Crime Statistics – Monthly Breakdown 2022 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	1	0											1
Rape	0	0											0
Aggravated Assault	9	6											15
Robbery	3	5											8
Burglary	36	41											77
Theft	33	27											60
Grand Theft Auto	12	15											27
Arson	0	0											0
Total	94	94	0	0	0	0	0	0	0	0	0	0	188

South El Monte	
Res Burg	2
Other Burg	75
Petty Theft	13
Grand Theft	21
Theft from Vehicle	26

YTD 2/28

South El Monte	2021	2022
Arrests	345	132



City Council Agenda Report

Agenda Item No. 4.c.

DATE: March 22, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

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

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

City of South El Monte

Public Safety Report



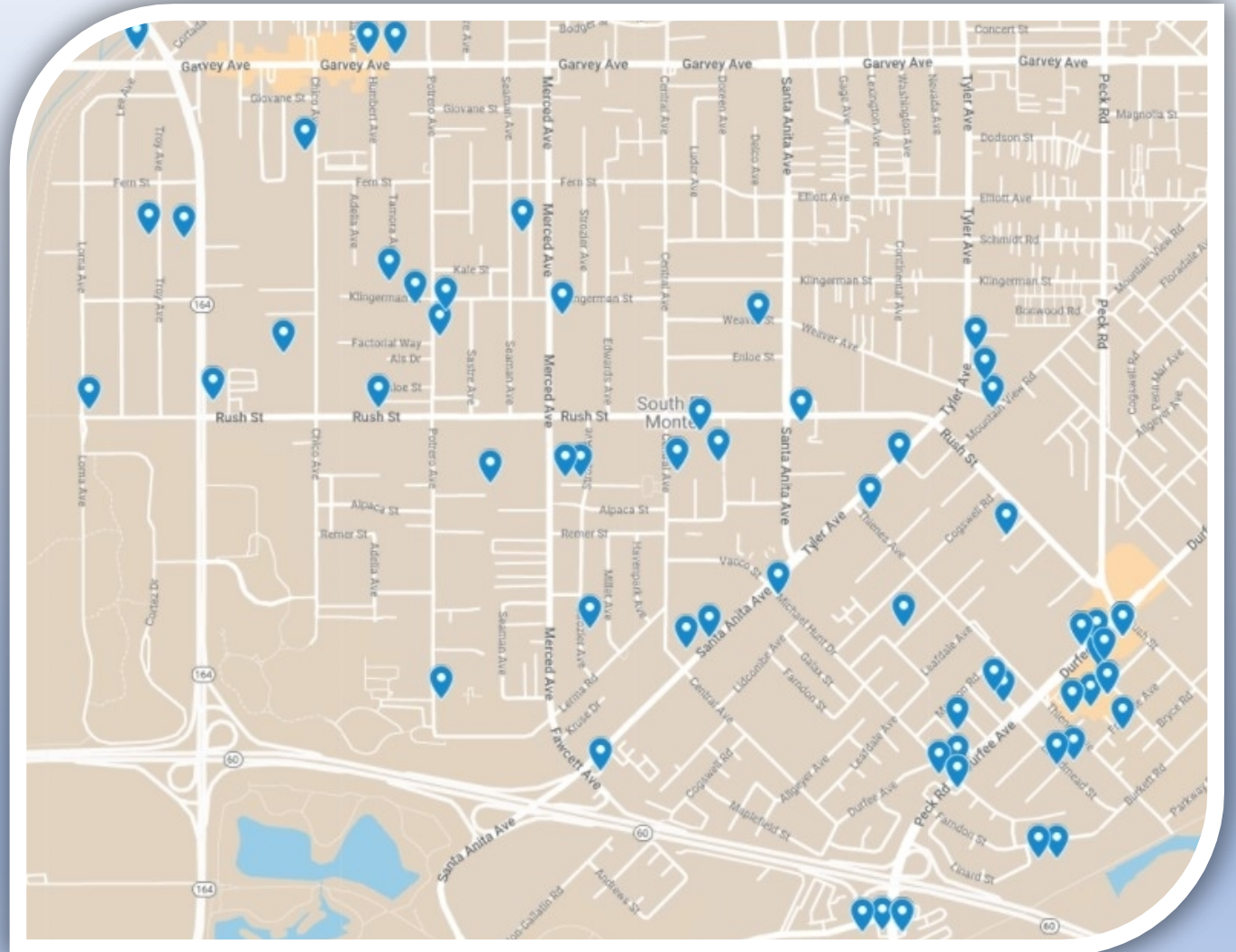
February 2022 Recap

Colby Cataldi, Director
Community Development/Public Works

Code Cases by Location

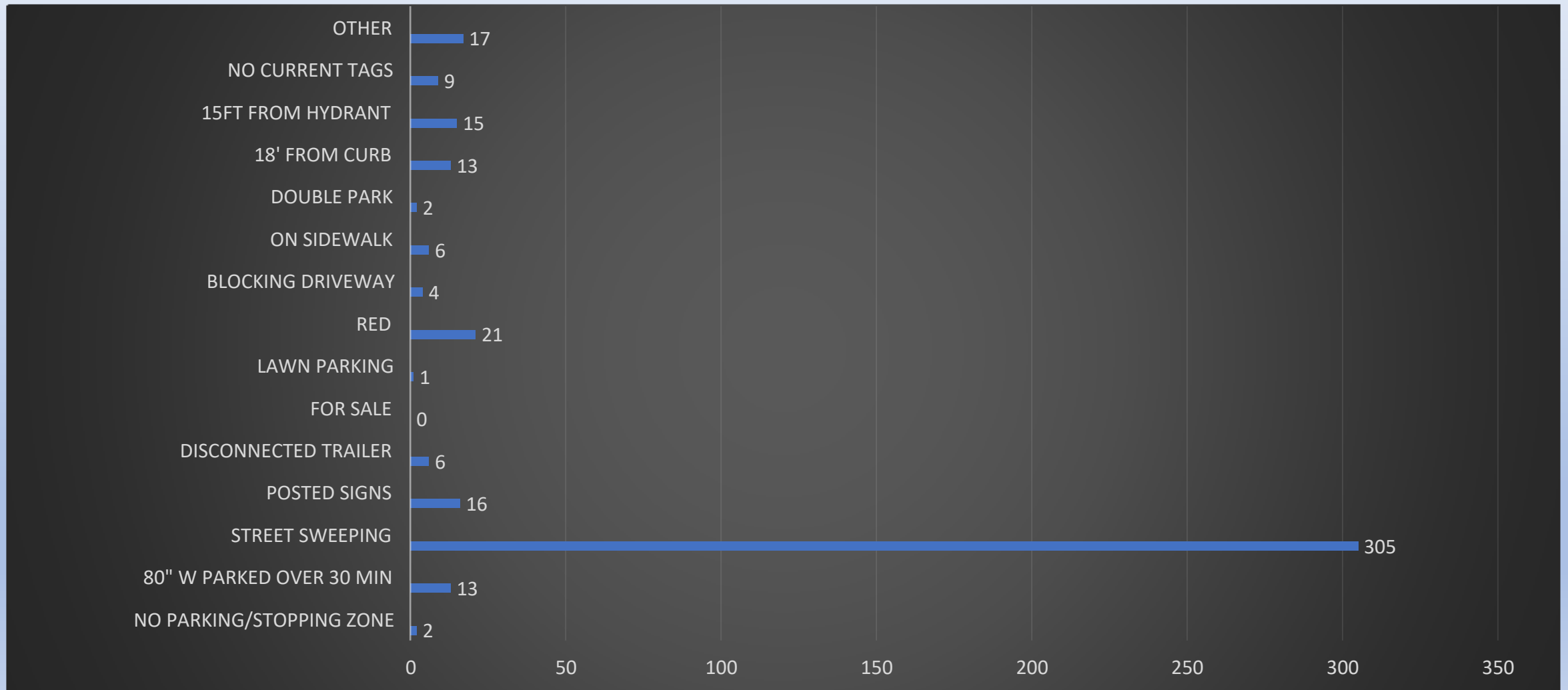
February - 81

Building Code.....	6
Property Maintenance.....	17
Streets/Public Places.....	21
Health and Safety / Public Nuisance..	2
Vehicle/Traffic.....	5
Business.....	27
Zoning	3



Parking Citations

February - 430



Homeless Count



- Code Enforcement and Public staff assisted in LA County-wide Homeless Count by dispatching three teams covering various census tracts
- New digital media (AKIDO app) was introduced to conduct the count. Final numbers expected by Summer

Customer Care Emails / Phone Calls

Contact Us

customercare@soelmonte.org

(626) 242-1666

- ❖ Average calls per month – 160
- ❖ Average emails per month – 40
(does not include service request reported to GoGov)
- ❖ Calls received by Admin Clerk, with two dedicated staff to pick-up rollover calls





City Council Agenda Report

Agenda Item No. 7.a.

DATE: March 22, 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 MARCH 8, 2022

SUMMARY: Staff is requesting approval of Minutes for the March 8, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of March 8, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. March 8, 2022 Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 8, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:00 PM

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

STAFF PRESENT: Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; Jayson Perez, Recreation Specialist, and Paola Lara, Deputy City Clerk.

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

At 6:02 p.m., Councilmember Delgado joined the meeting (via zoom).

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

3. INVOCATION – Jayson Perez, Recreation Specialist, City of South El Monte, offered the Invocation.

4. PRESENTATIONS: None.

4.a. Mayor Olmos read a proclamation proclaiming March 2022 as American Red Cross Month.

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

Mayor Olmos requested to pull the Minutes, Item 7.a., to clarify the motion made at the February 22, 2022, City Council Meeting for Item 11.a. City Manager Rachel Barbosa stated the “long term reservation” is from February to December 2022 and the same term for the fee waiver.

A motion was made by Councilmember Retamoza, seconded by Mayor Pro Tem Acosta, 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, there being none, closed public comment.

7. CONSENT CALENDAR

A motion was made by Councilmember Angel, seconded by Councilmember Retamoza to approve the Consent Calendar with noted changes to the Minutes. 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 February 22, 2022.

7.b. Adopted Resolution No. 22-17, approving warrants for the period of February 23, 2022, through March 8, 2022, totaling \$306,079.82.

7.c. Adopted Resolution No. 22-18, 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 March 8, 2022, through April 6, 2022.

8. PUBLIC HEARINGS: None.

9. GENERAL BUSINESS

9.a. DISCUSSION AND APPROVAL OF THE 2022 SUMMER CONCERT SERIES AND FOURTH OF JULY CELEBRATION BAND PERFORMANCES

Mayor Olmos announced the item and Recreation Specialist Jayson Perez presented the staff report.

Discussion ensued among City Council, City Manager Rachel Barbosa, and Recreation Specialist Jayson Perez about the selection of bands. City Council selected the following bands: Cold Duck, Soto Band, Chico, Shades of LA, Pulp Vixen, Suave, The Funky Hippies, The Ace Band, Steel Rod, The Sinseers (contingent on the cost), and Tierra (contingent on whether the band still exists).

Staff was directed to select eight band performances from the bands City Council selected, based on their availability and cost, with a not to exceed amount of \$3,500 per band.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to approve the list of bands: Cold Duck, Soto Band, Chico, Shades of LA, Pulp Vixen, Suave, The Funky Hippies, The Ace Band, Steel Rod, The Sinseers

(contingent on the cost), and Tierra (contingent on whether the band still exists), and have staff select six band performances for the 2022 Summer Concert Series and two band performances for the City's Annual Fourth of July Celebration from the approved list based on the availability and cost, with a not to exceed amount of \$3,500 per band. 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.b. CONSIDERATION AND APPROVAL OF ORDINANCE NO. 1257, AMENDING TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.14 "ADMINISTRATIVE PENALTY PROCEDURES," ADDING SECTION 1.14.085 "LATE PAYMENT CHARGES AND COLLECTION OF ADMINISTRATIVE FINES AND COSTS – SPECIAL ASSESSMENT PROCEDURES," TO SUPPLEMENT PROCEDURES FOR THE CITY'S COLLECTION OF ADMINISTRATIVE FINES AND COSTS

Mayor Olmos introduced the item and read the title of the ordinance. City Attorney Anthony R. Taylor provided additional information on the ordinance.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel, to waive first reading and introduce Ordinance No. 1257, adding section 1.14.085 allowing the City to recoup unpaid administrative citation fines and fees via special assessment collected by the County. 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 welcomed Deputy Vega and Deputy Flores to the South El Monte team.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the City's Bike Ride, Epiphany School Bike & Car Show, and congratulated South El Monte High School student Mia Delgado for obtaining a wrestling scholarship to Sienna Heights University and Aniah Castruita for obtaining a softball scholarship to Missouri Valley College.

Councilmember Retamoza, announced her attendance at the City's Bike Ride and Epiphany School Bike & Car Show.

Councilmember Delgado, congratulated Aniah Castruita on her athletic and academic accomplishments and thanked the City for supporting Mia Delgado throughout the years.

Councilmember Angel announced his attendance at the Epiphany School Bike & Car Show.

Mayor Olmos announced her attendance at the City's Bike Ride, Epiphany School Bike & Car Show, Sheriff's Department Catalytic Converter Etching event, Basketball Tournament Championship Games, announced the State of the City will be held on March 24, 2022, and announced SEAACA still has adoption opportunities.

11. **CORRESPONDENCE: None**
12. **COUNCILMEMBERS' AGENDA: None**
13. **CLOSED SESSION: None**
14. **ADJOURN COUNCIL MEETING**

There being no further business coming before this body, at 8:23 p.m. Mayor Olmos adjourned the meeting in memory of Regino Medina, Longtime South El Monte Resident and Epiphany Church Parishioner, and Jose Becerra, father of Robert Becerra, long time South El Monte Resident, to a regular meeting on Tuesday, March 22, 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: March 22, 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. 22-19, APPROVING WARRANTS FOR THE PERIOD OF MARCH 9, 2022, THROUGH MARCH 22, 2022

SUMMARY: Authorizing payment of City expenditures for the period of March 9, 2022 through March 22, 2022 totaling \$560,467.37

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-19, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-19
- B. Warrants

RESOLUTION NO. 22-19

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MARCH 9, 2022 THROUGH MARCH 22, 2022,
TOTALING \$560,467.37

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	03/09/2022-03/22/2022	5309-5332	\$194,387.63
FY 21/22	Hand Typed Warrants	03/09/2022-03/22/2022	139240-139257	\$61,333.18
FY 21/22	Regular Warrants	03/09/2022-03/22/2022	139258-139331	\$178,833.73
Payroll	Check	PPE 03/05/2022	27590-27596	\$5,469.12
Payroll	Direct Deposit	PPE 03/05/2022	800307-800406	\$120,443.71

TOTAL EXPENDITURES RESOLUTION NO. 22-19 \$560,467.37

PASSED, APPROVED, AND ADOPTED this 22nd day of March 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. 22-19, 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 22nd day of March 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 3/22/2022

Date: 3/17/2022

Time: 10:55AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	AFLAC WORLDWIDE HEADQUARTERS	5310	3/8/2022	FEB'22 BILL PERIOD	1,686.96
						\$1,686.96
22	05	BLUE SHIELD OF CA LIFE & HEALTH	5325	3/15/2022	MAR'22 VISION	758.60
						\$758.60
22	05	CALPERS RETIREMENT	5311	3/8/2022	PPE2/19/22 PLAN 23047	2,209.11
22	05		5311	3/8/2022	PPE2/19/22 PLAN 685	9,111.08
22	05		5311	3/8/2022	PPE2/19/22 PLAN 27216	10,907.30
22	05		5326	3/15/2022	PPE 3/5/22 PLAN 23047	2,209.11
22	05		5326	3/15/2022	PPE 3/5/22 PLAN 685	9,347.50
22	05		5326	3/15/2022	PPE 3/5/22 PLAN 27216	10,729.77
						\$44,513.87
22	05	DEPARTMENT OF THE TREASURY	5312	3/8/2022	PPE 2/19/22 MED	5,013.62
22	05		5312	3/8/2022	PPE 2/19/22 FEDERAL	15,701.48
22	05		5312	3/8/2022	PPE 2/19/22 FICA	21,437.34
22	05		5327	3/15/2022	PPE 3/5/22 MED	5,141.60
22	05		5327	3/15/2022	PPE 3/5/22 FEDERAL	15,738.51
22	05		5327	3/15/2022	PPE 3/5/22 FICA	21,984.38
						\$85,016.93
22	011001020	ELAN FINANCIAL SERVICES	5321	3/10/2022	CM CONFERENCE FLIGHT	165.98
22	011001010		5321	3/10/2022	CITY COUNCIL SUPPLIES	169.21
22	011001020		5321	3/10/2022	CM CONFERENCE FLIGHT	176.98
22	011701710		5321	3/10/2022	CHALL/COUNCIL SUPPLY	178.11
22	689009000		5321	3/10/2022	12/3-1/2TRAN CELL#414	250.12
22	011501515		5321	3/10/2022	MILITARY ST BANNERS	272.00
22	011001020		5321	3/10/2022	CONFERENCE CAR RENT	289.68
22	011511541		5321	3/10/2022	YOUTH BBALL EQUIPMENT	304.41
22	011001020		5321	3/10/2022	CM CONFERENCE FLIGHT	305.98
22	011701710		5321	3/10/2022	1/23-2/22 ZOOM SUB.	319.90
22	011301330		5321	3/10/2022	JAN'22 INTERNET SVCS	336.85
22	011501540		5321	3/10/2022	PROGRAM SUPPLIES	340.33
22	179009020		5321	3/10/2022	CCTR METER PROGRAM	358.32
22	011701710		5321	3/10/2022	BANK/INTEREST FEES	417.91
22	011001010		5321	3/10/2022	COUNCIL OFFICE INK	526.70
22	689009000		5321	3/10/2022	CALACT MEMBERSHIP#414	560.00
22	011001020		5321	3/10/2022	CONFERENCE HOTEL	596.52
22	011511543		5321	3/10/2022	CITY SPECIAL EVT DECO	1,928.31
22	011301330		5321	3/10/2022	12/3-1/2 CITY CELL	2,106.43
22	011001040		5321	3/10/2022	INK RETURN	-498.81
22	011511541		5321	3/10/2022	HOME DEPOT RETURN	-130.31
22	011001010		5321	3/10/2022	JERSEY MIKES CREDIT	-2.65
22	011401430		5321	3/10/2022	APPLE DATA STORAGE	0.99
22	011401430		5321	3/10/2022	APPLE ICLOUD STORAGE	2.32
22	011501530		5321	3/10/2022	VACCINE FLYER SPANISH	2.99
22	011501530		5321	3/10/2022	VACCINE FLYER ENGLISH	2.99
22	011001010		5321	3/10/2022	1/25 COUNCIL MTG MEAL	8.58
22	011001020		5321	3/10/2022	CONFERENCE MEAL	9.83

City of South El Monte
Warrant Register
Council Meeting of 3/22/2022

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011001040	ELAN FINANCIAL SERVICES...	5321	3/10/2022	ADOBE PHOTOSHOP SUB.	9.99
22	011701710		5321	3/10/2022	SGV TRIBUNE SUB.	10.00
22	011001020		5321	3/10/2022	CONFERENCE MEAL	14.97
22	011001020		5321	3/10/2022	FLIGHT PRIORITY SEAT	15.00
22	011001020		5321	3/10/2022	FLIGHT PRIORITY SEAT	15.00
22	011001020		5321	3/10/2022	FLIGHT PRIORITY SEAT	15.00
22	011701710		5321	3/10/2022	LA TIMES SUBSCRIPTION	15.96
22	011001020		5321	3/10/2022	CONFERENCE MEAL	17.48
22	011501540		5321	3/10/2022	AFTER SCHOOL PRGM SUP	24.72
22	011001040		5321	3/10/2022	2/4 CAPIO TRAINING	25.00
22	011001040		5321	3/10/2022	2/18 CAPIO TRAINING	25.00
22	011501540		5321	3/10/2022	AFTER SCHOOL PRGM SUP	29.98
22	011001020		5321	3/10/2022	CONFERENCE TRANSPORT	32.00
22	011001010		5321	3/10/2022	COUNCIL OFFICE INK	48.37
22	448008015		5321	3/10/2022	12/3-1/2TRAN DATA#414	50.30
22	011001010		5321	3/10/2022	HOTSPOT SVCS-COUNCIL	55.00
22	011501540		5321	3/10/2022	AFTER SCHOOL PRGM SUP	58.38
22	011501540		5321	3/10/2022	PROGRAM SUPPLIES	62.00
22	011501540		5321	3/10/2022	PROGRAM SUPPLIES	63.30
22	011001010		5321	3/10/2022	1/11 COUNCIL MTG MEAL	66.20
22	011601640		5321	3/10/2022	POOLWEB	78.59
22	448008015		5321	3/10/2022	12/3-1/2TRAN CELL#414	83.38
22	011001010		5321	3/10/2022	1/25 MEETING DONUTS	83.43
22	011001010		5321	3/10/2022	2/8 COUNCIL MTG MEAL	94.26
22	011501540		5321	3/10/2022	AFTER SCHOOL PRGM SUP	95.87
22	011001010		5321	3/10/2022	1/25 COUNCIL MTG MEAL	112.88
22	011001040		5321	3/10/2022	1/19 COFFEE W/ CAPTIN	113.40
22	011001040		5321	3/10/2022	CANVA SOFTWARE SUB.	119.40
22	011001010		5321	3/10/2022	COUNCIL OFFICE SUPPLY	125.26
22	689009000		5321	3/10/2022	12/3-1/2TRAN DATA#414	150.90
						\$10,710.69
22	05	EMPLOYMENT DEVELOPMENT DEPT.	5313	3/8/2022	PPE 2/19 TNG WTHD'G	49.36
22	05		5313	3/8/2022	PPE 2/19 UITAX WTHD'G	2,395.22
22	05		5313	3/8/2022	PPE 2/19 STATE WTHD'G	7,681.63
22	05		5328	3/15/2022	PPE 3/5 TNG WTHD'G	40.94
22	05		5328	3/15/2022	PPE 3/5 UITAX WTHD'G	1,916.37
22	05		5328	3/15/2022	PPE 3/5 STATE WTHD'G	7,713.02
						\$19,796.54
22	05	EXPERT PAY- SDU	5319	3/8/2022	PPE 2/19 CASE 1457313	603.50
22	05		5319	3/8/2022	PPE 2/19 CASE 0980438	150.00
22	05		5319	3/8/2022	PPE 2/19 CASE 2135289	646.15
22	05		5331	3/15/2022	PPE 3/5 CASE 0980438	150.00
22	05		5331	3/15/2022	PPE 3/5 CASE 1457313	603.50
22	05		5331	3/15/2022	PPE 3/5 CASE 2135289	646.15
						\$2,799.30
22	05	HARTFORD INSURANCE	5329	3/15/2022	MAR'22 LT DISABILITY	7,937.10

City of South El Monte
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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$7,937.10
22	011701720	HOME DEPOT CREDIT SERVICES	5314	3/8/2022	REPAIR SUPPLIES/YARD	62.35
22	011601620		5314	3/8/2022	VENTIL FAN RPR SUP	67.43
22	011701710		5314	3/8/2022	PLANTS FOR CHALL	74.18
22	011501540		5314	3/8/2022	PROGRAM SUPPLIES	94.08
22	011701760		5314	3/8/2022	DUCT TAPE/STORAGE BIN	127.28
22	011601620		5314	3/8/2022	PLANTS FOR SCTR	153.21
22	011701710		5314	3/8/2022	PLANTS FOR CHALL	198.06
22	011701720		5314	3/8/2022	OUTLET RPR SUP/WIRES	252.52
22	011601650		5314	3/8/2022	BASEBALL FLD PJT TOOL	285.95
22	011701740		5314	3/8/2022	PAINTS	15.26
22	011601610		5314	3/8/2022	TV STAND FIX SUPPLIES	33.39
22	011701750		5322	3/10/2022	WORK BENCH & TOOL BOX	709.56
22	011601650		5322	3/10/2022	SNACK BAR RPR SHINGLE	792.87
22	011701710		5322	3/10/2022	PLANTS FOR CHALL	1,042.25
22	011701750		5322	3/10/2022	LANDSCAPE TOOLS	1,276.79
22	011601650		5322	3/10/2022	ROOFING NAILS	10.98
22	011701710		5322	3/10/2022	PLANTS FOR CIVIC CENT	28.85
22	011701740		5322	3/10/2022	AIR HOSE/CONNECTORS	32.35
22	011701760		5322	3/10/2022	STREET GLASS SCRAPERS	42.84
22	011701710		5322	3/10/2022	PEEPOLE INSTALL SUP	77.70
22	011701710		5322	3/10/2022	PLANTS FOR CHALL	82.06
22	011701710		5322	3/10/2022	CODE ENFORC PJT SUP	84.15
22	011701710		5322	3/10/2022	INTERNET CABLE INSTAL	108.69
22	011701740		5322	3/10/2022	BATTERIES	117.08
22	011601610		5322	3/10/2022	PLANTS FOR CCTR	127.83
22	011701750		5322	3/10/2022	IMPACT SOCKET/BLADES	156.36
22	011701760		5322	3/10/2022	IMPACT SOCKET/BLADES	156.36
22	011511543		5322	3/10/2022	SPECIAL EVENT SUP	197.77
22	011701740		5322	3/10/2022	DRILL BIT SET &BLADES	236.62
22	011701710		5322	3/10/2022	PLANTS FOR CHALL	250.42
22	011701750		5322	3/10/2022	LANDSCAPE STOCK	466.04
						\$7,361.28
22	011701710	QUADIENT LEASING USA, INC.	5323	3/10/2022	APR-JUL22 METER LEASE	739.20
						\$739.20
22	021701760	SOUTHERN CALIFORNIA EDISON	5309	3/8/2022	1/22-2/21 9465 GARVEY	31.00
22	011701730		5315	3/8/2022	1/18-2/14 1530 CENTRA	1,772.19
22	011701730		5316	3/8/2022	5/17-1/17 BILLING ADJ	-129.54
22	011701730		5316	3/8/2022	1/18-2/14 1415 SANTA	1,294.67
22	011701730		5317	3/8/2022	1/18-2/14 1824 CENTRA	417.07
22	011701730		5318	3/8/2022	1/18-2/14 1556 CENTRA	914.65
22	021701760		5324	3/15/2022	1/11-2/28 ST LIGHTS	1,950.24
						\$6,250.28
22	05	STANDARD INSURANCE D2	5330	3/15/2022	MAR'22 DENTAL	5,353.04
						\$5,353.04
22	05	WASHINGTON NATIONAL INSURANCE CO	5332	3/15/2022	MAR'22 LIFE INSURANCE	1,463.84

City of South El Monte
Warrant Register
Council Meeting of 3/22/2022

Date: 3/17/2022

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$1,463.84

Report Total 194,387.63


City Manager

City of South El Monte
Warrant Register
Council Meeting of 3/22/2022

Date: 3/17/2022

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	05	CALIFORNIA TEAMSTERS LOCAL 911	139249	3/15/2022	MAR'22 MISC	460.00
22	05		139249	3/15/2022	MAR'22 ADMIN	1,178.00
						\$1,638.00
22	179009020	DDC ELECTRIC SUPPLY, INC.	139240	3/8/2022	DOE PJT METER SYSTEM	148.10
22	179009020		139240	3/8/2022	DOE PJT METER SYSTEM	350.48
						\$498.58
22	011701770	JCB FINANCE, PROG. BANK OF THE WES	139241	3/8/2022	MAR'22 TRACTOR LEASE	1,694.67
						\$1,694.67
22	05	NATIONWIDE RETIREMENT SOLUTIONS	139242	3/8/2022	PPE 2/19/2022	6,662.50
22	05		139250	3/15/2022	PPE 3/5/22	6,987.50
						\$13,650.00
22	179009020	PASSIVELOGIC INC.	139251	3/15/2022	SEP'21 10% RETENTION	-850.00
22	179009020		139251	3/15/2022	DEC'21 10% RETENTION	-813.00
22	179009020		139251	3/15/2022	NOV'21 10% RETENTION	-587.50
22	179009020		139251	3/15/2022	OCT'21 10% RETENTION	-242.50
22	179009020		139251	3/15/2022	AUG'21 10% RETENTION	-100.00
22	179009020		139251	3/15/2022	JUL'21 10% RETENTION	-100.00
22	179009020		139251	3/15/2022	AUG'21 CONTRACT SVCS	1,000.00
22	179009020		139251	3/15/2022	JUL'21 CONTRACT SVCS	1,000.00
22	179009020		139251	3/15/2022	OCT'21 CONTRACT SVCS	2,425.00
22	179009020		139251	3/15/2022	NOV'21 CONTRACT SVCS	5,875.00
22	179009020		139251	3/15/2022	DEC'21 CONTRACT SVCS	8,130.00
22	179009020		139251	3/15/2022	SEP'21 CONTRACT SVCS	8,500.00
						\$24,237.00
22	011401430	REGISTER-RECORDER/COUNTY CLERK	139246	3/9/2022	10179REMER RECORD FEE	20.00
						\$20.00
22	011701730	SAN GABRIEL VALLEY WATER	139247	3/9/2022	1/21-2/23 1341 SANTA	45.20
22	011701730		139247	3/9/2022	1/21-2/23 1500 CENTRA	212.10
22	011701730		139247	3/9/2022	1/21-2/23 1556 CENTRA	215.84
22	011701730		139247	3/9/2022	1/21-2/23 1530 CENTRA	230.80
22	011701730		139247	3/9/2022	1/21-2/23 1450 LIDCOM	255.44
22	011701730		139247	3/9/2022	1/21-2/23 1415 SANTA	260.72
22	011701730		139247	3/9/2022	1/21-2/23 1819 CENTRA	286.90
22	011701730		139247	3/9/2022	1/21-2/23 1450 LIDCOM	1,274.08
22	011701730		139247	3/9/2022	1/21-2/23 1402 LERMA	3,290.06
						\$6,071.14
22	363603600	SIERRA INN	139245	3/8/2022	JAN'22 HOMELESS VOCHR	4,560.00
						\$4,560.00
22	05	STANDARD INSURANCE	139252	3/15/2022	MAR'22 LIFE & AD&D	956.52
22	05		139253	3/15/2022	MAR'22 LIFE AD&D SUPP	527.86
						\$1,484.38
22	05	STATE OF CA FRANCHISE TAX BOARD	139243	3/8/2022	R.CORRAL #624019117	346.18
22	05		139256	3/15/2022	R.CORRAL #624019117	346.18

City of South El Monte
Warrant Register
Council Meeting of 3/22/2022

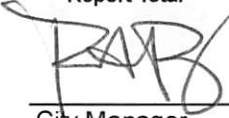
Date: 3/17/2022

Time: 10:55AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$692.36
22	179009020	THE ENERGY COALITION	139248	3/9/2022	JUL'21 10% RETENTION	-425.00
22	179009020		139248	3/9/2022	SEP'21 10% RETENTION	-108.50
22	179009020		139248	3/9/2022	OCT'21 10% RETENTION	-70.00
22	179009020		139248	3/9/2022	AUG'21 10% RETENTION	-17.50
22	179009020		139248	3/9/2022	NOV'21 10% RETENTION	-8.75
22	179009020		139248	3/9/2022	NOV'21 CONTRACT SVCS	87.50
22	179009020		139248	3/9/2022	AUG'21 CONTRACT SVCS	175.00
22	179009020		139248	3/9/2022	OCT'21 CONTRACT SVCS	700.00
22	179009020		139248	3/9/2022	SEP'21 CONTRACT SVCS	1,085.00
22	179009020		139248	3/9/2022	JUL'21 CONTRACT SVCS	4,250.00
						\$5,667.75
22	011701730	THE GAS COMPANY	139257	3/15/2022	2/2-3/4 1415 SANTA	1,029.30
						\$1,029.30
22	05	VONS CREDIT UNION	139244	3/8/2022	PPE 2/5/22	45.00
22	05		139244	3/8/2022	PPE 2/19/22	45.00
						\$90.00

Report Total

61,333.18


 City Manager

City of South El Monte
Warrant Register
Council Meeting of 3/22/2022

Date: 3/17/2022

Time: 10:56AM

FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701740	A & R SAFE & LOCK CORP.	139262	3/22/2022	KEYS FOR VARIOUS BLDG	446.18
						\$446.18
22	011301330	ADVANCED MICROCOMPUTING CONCEP	139263	3/22/2022	MAR'22 CLOUD SVCS#505	750.00
22	011301330		139263	3/22/2022	MAR'22 MANAGED SVCS	11,340.00
22	011301330		139263	3/22/2022	MAR'22 OFFICE 365	3,655.32
22	011301330		139263	3/22/2022	FEB'22 OFFICE 365	3,806.40
						\$19,551.72
22	179009020	AMAZON CAPITAL SERVICES, INC	139265	3/22/2022	DOE PROJECT SUPPLIES	103.50
22	011501530		139265	3/22/2022	SCTR TABLE & SUPPLIES	126.18
22	011701760		139265	3/22/2022	CAR MOUNT/AXLE BEARIN	254.01
22	011501530		139265	3/22/2022	HDMI ADAPTER	28.76
22	011301310		139265	3/22/2022	OFFICE CHAIR BACK SUP	33.02
22	011701720		139265	3/22/2022	TAPE & FANS	35.25
22	011301310		139265	3/22/2022	OFFICE CHAIR CUSHION	38.58
22	179009020		139265	3/22/2022	ITEM NOT REC'D CREDIT	-51.75
22	011001050		139265	3/22/2022	HR OFFICE SUPPLIES	50.54
22	011201210		139265	3/22/2022	CITY COUNCIL MTG SUP	59.69
						\$677.78
22	011511541	ANDREW WING	139327	3/22/2022	2/26 BBALL OFFICIALS	112.00
						\$112.00
22	011701720	AQUA PURE DRINKING WATER	139266	3/22/2022	FEB'22 WATER SVC YARD	58.47
						\$58.47
22	011301330	AT&T	139267	3/22/2022	1/28-2/27 BAN 1034753	25.17
22	011301330		139267	3/22/2022	1/22-2/21 BAN 1034752	27.00
						\$52.17
22	021701760	ATHENS SERVICES	139258	3/22/2022	MAR'22 SWEEPER SVCS	5,831.83
						\$5,831.83
22	011701770	AUTOZONE	139268	3/22/2022	#22 ENGINE OIL/FILTER	88.77
22	011701770		139268	3/22/2022	#2 DIFFERENTIAL FLUID	28.62
22	011701770		139268	3/22/2022	#2 BRAKE CLNER/SILICO	51.38
22	011701770		139268	3/22/2022	#9RPLC TAILLIGHT BLUB	16.21
						\$184.98
22	011701720	BASE HILL, INC.	139269	3/22/2022	FEB'22 DISINFECT #505	17,800.00
22	011701020		139269	3/22/2022	FEB'22 JANITORIAL SVC	7,339.00
						\$25,139.00
22	011511541	BENJAMIN VAROS	139322	3/22/2022	2/23 BBALL OFFICIALS	84.00
						\$84.00
22	011701750	BISHOP CO.	139270	3/22/2022	LANDSCAPE RPLC PARTS	1,164.98
						\$1,164.98
22	011511541	BROTHERS AWARDS & TROPHIES	139271	3/22/2022	YOUTH BBALL TROPHIES	2,828.10
						\$2,828.10
22	011301330	CALIFORNIA COMMUNICATIONS	139273	3/22/2022	JAN'22 WIRELESS BRIDG	680.00

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$680.00
22	011511543	CALIFORNIA DESIGNS	139274	3/22/2022	COMM BIKE RIDE SHIRTS	896.50
						\$896.50
22	011001050	CONCENTRA	139276	3/22/2022	DRUG TEST-M.HERRERA	99.00
22	011001050		139276	3/22/2022	RDM DRUG TEST-W.CAYCO	126.00
						\$225.00
22	011601610	DDC ELECTRIC SUPPLY, INC.	139278	3/22/2022	LIGHT ELECTRICAL SUP	88.20
22	011601650		139278	3/22/2022	HIGH BAY LIGHT POLES	63.83
						\$152.03
22	011601670	DDC PLUMBING SUPPLY, INC.	139279	3/22/2022	PLUMBING RPR PART/MVD	45.42
22	011601640		139279	3/22/2022	HOSES FOR AQUATIC	200.40
						\$245.82
22	011001050	DEPT. OF JUSTICE-ACCOUNTING OFFICE	139281	3/22/2022	FEB'22 FINGERPRINT	192.00
						\$192.00
22	063003020	DRIFTWOOD DAIRY, INC	139284	3/22/2022	3/3 MILK/BREAD NUTR	16.15
22	063003020		139284	3/22/2022	2/24 MILK/BREAD NUTR	16.20
22	063003020		139284	3/22/2022	2/28 MILK/BREAD NUTR	16.91
22	063003020		139284	3/22/2022	3/10 MILK/BREAD NUTR	18.43
22	063003020		139284	3/22/2022	3/7 MILK/BREAD NUTR	20.06
22	063003020		139284	3/22/2022	2/21 MILK/BREAD NUTR	21.30
22	063003020		139284	3/22/2022	1/17 MILK/BREAD NUTR	21.42
22	063003010		139284	3/22/2022	3/3 MILK/BREAD NUTR	145.40
22	063003010		139284	3/22/2022	2/24 MILK/BREAD NUTR	145.81
22	063003010		139284	3/22/2022	2/28 MILK/BREAD NUTR	152.19
22	063003010		139284	3/22/2022	3/10 MILK/BREAD NUTR	165.95
22	063003010		139284	3/22/2022	3/7 MILK/BREAD NUTR	180.58
22	063003010		139284	3/22/2022	2/21 MILK/BREAD NUTR	191.71
22	063003010		139284	3/22/2022	1/17 MILK/BREAD NUTR	192.84
						\$1,304.95
22	011201210	E.G. BRENNAN & CO., INC.	139285	3/22/2022	TIME/DATE STAMP MTNC	125.00
						\$125.00
22	011701720	ECOLAB PEST ELIM. DIVISION	139286	3/22/2022	FEB'22 PEST CTRL YARD	144.14
22	011701710		139286	3/22/2022	FEB'22 PEST CTRL CHAL	194.39
22	011601620		139286	3/22/2022	FEB'22 PEST CTRL SCTR	272.30
22	011601610		139286	3/22/2022	FEB'22 PEST CTRL CCTR	69.18
						\$680.01
22	011701760	EWING IRRIGATION	139288	3/22/2022	SPRINKLER LINE RPR	147.00
22	011601650		139288	3/22/2022	IRRIGATION RPR SUP	56.72
22	011601640		139288	3/22/2022	POOL VACCUM ASSEMBLY	11.01
22	011701750		139288	3/22/2022	STOCK MARKING PAINT	20.73
						\$235.46
22	011501510	GERARDO DIAZ	139282	3/22/2022	MAR'22 COMM SVCS MTG	100.00
						\$100.00

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011201210	GLADWELL GOVERNMENTAL SERVICES,	139291	3/22/2022	FY21/22RCRD RETENTION	250.00
						\$250.00
22	011701710	GRANT'S TRUE VALUE HARDWARE	139292	3/22/2022	SCREWS/NUTS/BOLTS	7.26
22	011601670		139292	3/22/2022	SCREWS/NUTS/BOLTS	13.34
22	011701750		139292	3/22/2022	SPRINKLER CTRL VALVES	81.87
22	011601610		139292	3/22/2022	POWERLOCK TAPE/CCTR	15.39
22	011701760		139292	3/22/2022	SMALL TOOLS	21.99
22	011701710		139292	3/22/2022	WATER FOUNTAIN PARTS	29.81
22	011601670		139292	3/22/2022	RELIEF VALVE HEATER	33.19
22	011601670		139292	3/22/2022	PRESSURE RELIEF VALVE	39.93
						\$242.78
22	063003020	HUNTINGTON CULINARY	139293	3/22/2022	2/22-2/24 FRZN MEALS	169.40
22	063003020		139293	3/22/2022	3/1-3/3 FRZN MEALS	169.40
22	063003010		139293	3/22/2022	3/1-3/3 FRZN MEALS	5,916.75
22	063003010		139293	3/22/2022	2/22-2/24 FRZN MEALS	5,997.25
						\$12,252.80
22	011501510	INGRID AGUILAR	139264	3/22/2022	MAR'22 COMM SVCS MTG	100.00
						\$100.00
22	011601610	INNER-COOL CORP	139294	3/22/2022	A/C REPAIRS/CCTR	843.32
						\$843.32
22	011701770	JCB SOUTHERN CARIFORNIA, LLC	139295	3/22/2022	TRACTOR RPR SENSOR	2,206.38
						\$2,206.38
22	011401410	JEFFREY MICHAEL ORTIZ	139301	3/22/2022	FEB'22 PC MEETING	150.00
						\$150.00
22	011511541	JOSEPH B. CAIN	139272	3/22/2022	2/23 BBALL OFFICIALS	84.00
						\$84.00
22	011401410	KENNETH EUEKHEANG TANG	139287	3/22/2022	FEB'22 PC MEETING	150.00
						\$150.00
22	011511541	KEVIN D. PARIS	139302	3/22/2022	2/22 BBALL OFFICIALS	84.00
						\$84.00
22	011601640	KNORR SYSTEMS, INC.	139296	3/22/2022	FLOW SWITCH/POOL	450.93
						\$450.93
22	021701760	L.A. COUNTY DEPT OF PUBLIC WORKS	139259	3/22/2022	4TH QTR ST LIGHT MTNC	43,715.00
						\$43,715.00
22	011401410	LARRY RODRIGUEZ	139309	3/22/2022	FEB'22 PC MEETING	150.00
						\$150.00
22	011401410	LEONEL A. BARRERA JR	139297	3/22/2022	FEB'22 PC MEETING	150.00
						\$150.00
22	011701020	MAINTENANCE SUPERINTENDENTS ASS	139298	3/22/2022	3/2 MSA TRAINING	50.00
						\$50.00
22	011601610	MCMaster-CARR SUPPLY CO.	139299	3/22/2022	SILICONE SEALANT	87.62

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011601610	MCMaster-CARR SUPPLY CO....	139299	3/22/2022	RUBBER SEAL/CCTR	113.35
22	011701710		139299	3/22/2022	KEYS&NEW CLOCK/CHALL	76.82
						\$277.79
22	011511541	MICHAEL WALKER	139323	3/22/2022	2/22 BBALL OFFICIALS	84.00
22	011511541		139323	3/22/2022	2/24 BBALL OFFICIALS	84.00
22	011511541		139323	3/22/2022	2/26 BBALL OFFICIALS	112.00
						\$280.00
22	011401440	NEFTALI CORTEZ	139277	3/22/2022	FEB'22 FORCLOSURE SVC	230.00
						\$230.00
22	011511543	NEW SIGN SOLUTION, INC.	139300	3/22/2022	SPECIAL EVENTS BANNER	99.22
22	011701770		139300	3/22/2022	CITY LOGO STICKERS	176.40
22	689009000		139300	3/22/2022	VINYL DECAL FOR CAR	209.47
						\$485.09
22	011701770	PHIL'S CERTIFIED AUTO CENTER	139303	3/22/2022	#3HYBRID BATTERY ASSM	4,100.00
						\$4,100.00
22	011407020	PHOENIX GROUP INFORMATION SYSTEM	139304	3/22/2022	JAN'22 CODE CITATION	1,660.63
22	011401100		139304	3/22/2022	JAN'22 PSO CITATION	2,487.66
						\$4,148.29
22	011701720	POST ALARM SYSTEMS	139305	3/22/2022	2/2 SERVICE CALL/YARD	150.33
						\$150.33
22	021701760	PREMIER JANITORIAL SERVICES	139260	3/22/2022	GRAFFITI REMOVER	256.88
						\$256.88
22	011511543	PRINT XPRESSIONS	139306	3/22/2022	SPEC EVT TABLE COVER	233.99
						\$233.99
22	011601620	QUENCH USA, INC.	139307	3/22/2022	MAR'22 H2O SYS SCTR	59.96
						\$59.96
22	448008010	RED DOT UNIFORMS	139308	3/22/2022	DRIVER UNIFORM SHIRTS	280.47
22	011701020		139308	3/22/2022	UNIFORM JACKETS	265.65
22	011501530		139308	3/22/2022	REC. UNIFORM SHIRTS	106.91
						\$653.03
22	011511541	REYNALDO DE LA TORRE	139280	3/22/2022	2/24 BBALL OFFICIALS	84.00
						\$84.00
22	01	RICHARD GALDAMEZ	139290	3/22/2022	2/12 MVD DEPOSIT RFND	50.00
						\$50.00
22	011701750	SAKAIDA NURSERY	139310	3/22/2022	TREES FOR NTP & POOL	2,144.36
						\$2,144.36
22	011501540	SCMAF	139311	3/22/2022	2022 MEMBERSHIP-NANCY	70.00
						\$70.00
22	011001020	SGV CITY MANAGERS' ASSOCIATION	139312	3/22/2022	3/16 MEETING	70.00
						\$70.00
22	363603600	SIERRA INN	139330	3/22/2022	FEB'22 HOMELESS VOCHR	475.00

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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
						\$475.00
22	021701760	SOUTHEAST CONSTRUCTION PRODUCT	139261	3/22/2022	5 GAL. RE-CRETE	83.32
22	011701710		139313	3/22/2022	SAND FOR PARKING LOT	25.58
22	011701710		139313	3/22/2022	FINISHING BROOM	40.46
22	011701710		139313	3/22/2022	SAND FOR PARKING LOT	121.83
22	011701760		139313	3/22/2022	STOCK TOOLS	1,567.64
						\$1,838.83
22	011701770	SOUTHERN TIRE MART LLC	139314	3/22/2022	BOBCAT TIRE REPAIR	40.00
						\$40.00
22	011401100	SUPERIOR COURT OF CA, COUNTY OF L	139315	3/22/2022	JAN'22 CITATION PROCS	3,156.00
						\$3,156.00
22	011501540	SUPERIOR WAREHOUSE GROCERS	139316	3/22/2022	REC. STAFF MTG SUPPLY	36.81
22	363603600		139331	3/22/2022	HOMELESS PRGM FOOD	172.26
						\$209.07
22	011001040	THE SAUCE CREATIVE SERVICES CORP.	139317	3/22/2022	CITY EVENT PROMOTION	1,788.00
22	011001040		139317	3/22/2022	MAR'22 NEWSLETTER	4,846.77
						\$6,634.77
22	011701770	THE SMOG SPOT	139318	3/22/2022	#97 SMOG INSPECTION	50.00
						\$50.00
22	011701710	TIME WARNER CABLE	139319	3/22/2022	2/16-3/15 CABLE SVCS	295.17
						\$295.17
22	079009000	TRANSTECH ENGINEERING, INC.	139320	3/22/2022	NOV'21 ST REHAB#253	12,974.00
22	079009000		139320	3/22/2022	DEC'21 ST REHAB#253	5,307.50
22	011701105		139320	3/22/2022	DEC'21 PLAN CHECK SVC	6,862.45
						\$25,143.95
22	011301310	TRUSAIC	139289	3/22/2022	MAR'22 ACA MONTHLY	1,020.00
						\$1,020.00
22	011701720	ULINE	139321	3/22/2022	SWEEPING COMPOUND	278.06
						\$278.06
22	01	VERONICA CALZADA	139275	3/22/2022	2/5 MVD DEPOSIT RFND	50.00
						\$50.00
22	011401410	VINCENT DIAZ	139283	3/22/2022	FEB'22 PC MEETING	150.00
						\$150.00
22	011701710	WATER CHEMISTS, DIV. OF CCI CHEMICA	139324	3/22/2022	FEB'22 H2O TREATMENT	200.00
						\$200.00
22	011601610	WATERLOGIC AMERICAS, LLC	139325	3/22/2022	2/28-3/29 WATER SVCS	38.59
						\$38.59
22	011701740	WAXIE SANITARY SUPPLY	139326	3/22/2022	BLEACH/FLOOR CLEANER	625.50
						\$625.50
22	011501530	XAVUS SOLUTIONS LLC	139328	3/22/2022	SCTR NEW SOFTWARE PGM	3,302.88
						\$3,302.88

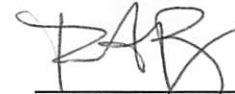
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FY	Budget Unit	Vendor Name	Check Number	Check Date	Description	Amount
22	011701770	ZOOM AUTO PARTS, INC	139329	3/22/2022	#94 RPLC DAMAGED TIRE	185.00
						\$185.00

Report Total 178,833.73



City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: March 22, 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 FOR AUTHORIZATION TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) TO ESTABLISH A PRE-QUALIFIED LIST OF FIRMS FOR GRANT PROGRAM ADMINISTRATION AND SELECT A FIRM TO ADMINISTER AND IMPLEMENT THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM

SUMMARY: Staff seeks City Council approval to issue an RFQ to establish a pre-qualified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program.

RECOMMENDED ACTION: Staff recommends City Council approve the issuance of a RFQ to establish a pre-qualified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program.

FISCAL IMPACT: There is no fiscal impact with the issuance of the RFQ.

DISCUSSION: In the Spring of 2021, the City was awarded \$1,000,000 in CalHome grant funds as identified in the 2020 Notice of Funding Availability (NOFA). The CalHome Owner-Occupied Repair program provides financial assistance to qualified individual homeowners in the form of deferred payment loans, repayable upon the sale or transfer of the homes, when the home ceases to be owneroccupied, or upon the loan maturity date, whichever occurs first (HSC§ 50650.3(c)(1)). The Loan shall be up to a 30-year term (Guidelines Section 7726, subd. (c)(5-6)).

The RFQ for the Program Administrator of the CalHome Owner-Occupied Home Repair program will assist the City in implementing and expending the grant funds prior to the end of the grant period, May 2025. In addition, this collaboration will assist the City in future funding cycles, granting the City the continual 4+ years of program implementation experience needed to qualify for future CalHome grants.

Home repairs include the following:

- a) Repairs or improvements necessary to correct any condition causing the home to be substandard.
- b) Repairs and improvements which are necessary to meet any locally adopted standards used in local rehabilitation.
- c) Modifications, alterations, and additions necessary to improve accessibility and usability for persons with disabilities who reside in or regularly visit the home.

The full scope of services is listed in the attached RFQ for review.

Agenda Item Prepared by: Angie Hernandez, Community Development Executive Assistant

ATTACHMENT(S):

- A. RFQ Grant Program Administration Services & Home Rehab Program
- B. Program Guidelines

Request For Qualifications

**To Establish a Pre-qualified List of Firms for Grant
Program Administration and Select a Firm to
Administer and Implement the
CalHome Owner-Occupied Home Repair Program**



Release Date: TBD 2022

Response Due: 5:00 p.m. TBD 2022

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 - Community Profile
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- III. Scope of Services
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- V. Corrections
- VI. General Information
- VII. Insurance Requirements
- VIII. Right to Reject All Proposals
- IX. Contractor Agreement
- X. Attachments
 - A. Claims History
 - B. Affidavit of Non-Collusion
 - C. Sample Agreement

I. General Information

Community Profile

Incorporated in 1958, the City of South El Monte (“City”) is an industrial community of approximately 19,500 residents and encompasses 2.3 square miles. This business-focused, suburban community is located approximately 13 miles east of downtown Los Angeles and is adjacent to two major freeways and a major State Route in the San Gabriel Valley.

South El Monte offers a diverse age range of its residents, working with the same dedication and community spirit that the City was founded upon. Both the residents and business community are working together to make the City a better place to live and work.

The City has developed a robust commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on the need to improve opportunities as well as changing the environment to make the community a better place to live and work.

II. PURPOSE & SERVICES DESCRIPTION

The purpose of this Request for Qualifications (RFQ) is to (1) establish a pre-qualified consultant list to administer various federal, state and local grant programs and (2) select the most-qualified Consultant to manage and implement the CalHome Owner-Occupied Home Repair Program. The program is funded through California Department of Housing and Community Development (HCD) funds. The program targets low-income single-family homeowners with incomes at or below 80 percent of the area median income (AMI). Approximately, \$1,000,000 in HCD funds has been allocated and the City anticipates the completion of approximately 20-40 projects over the grant period.

The City intends to enter into a three-year agreement with the selected firm. The firm’s performance will be reviewed each year, as it is the City’s option to continue the contracted services for the second and third years.

The full list of services is listed in the scope of services section of this document.

III. SCOPE OF SERVICES

The goal of the program is to improve the quality of life for low-income residents, including people with disabilities and the elderly. The program aids in the form of a grant not to exceed \$40,000 for minor home repairs and improvements concentrating on Health and Safety Code repairs. Applicant’s household income cannot exceed 80% of the AMI, adjusted for household size. The consultant will be responsible for meeting all federal, state, county, and local regulations and for carrying out all the activities as specified in the CalHome Owner-Occupied Home Repair Grant Program Guidelines. The program guidelines are attached as Exhibit F.

The listed activities below provide a general summary of the required duties expected of the Consultant.

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Program Administration: Experience and knowledge of Federal HUD regulations and guidelines, specifically compliance with HCD regulations. Provide technical assistance to city staff to enhance and/or amend the CalHome Owner-Occupied Home Repair program as needed. Develop policies, procedures, and any other documents necessary for program administration and implementation.

Marketing: Marketing the program to ensure that there is ongoing, broad exposure for the program including

- ☐ Designing, printing, and distributing materials
- ☐ Attending community events and neighborhood meetings
- ☐ Presentations for constituent groups such as seniors, targeted income groups, etc. to increase awareness and promote program participation

Manual: The Consultant shall evaluate the City's existing program guidelines and shall recommend program changes which meet federal, state, county, and local regulations.

Bilingual Capabilities: The Program requires bilingual (English Spanish) capabilities, and the selected Consultant will be required to provide bilingual staff.

Waiting List: The Consultant shall maintain a waiting list.

Customer Relations: Providing prompt and helpful customer service in areas including housing rehabilitation standards, grant underwriting, construction progress and completion. Customer service should be provided by phone, email, and in-person to participants and potential participants. The Consultant shall provide applicants contact information for general and specific questions regarding the program. Calls from program applicants shall be returned within 1 business day.

Project File/Management: The Consultant must create all project files that meet applicable HCD requirements regarding maintenance of documentation for monitoring and auditing purposes.

1. Prepare and execute all project documents including grant agreements, inspection reports, photos, construction-related documents, Notice of Completions, and all other documents related to the project.
2. Provide skilled inspection services to develop scopes of work
3. Prepare a scope of work and specifications in cooperation with the owner
4. Environmental and Lead Based Paint reviews under state and federal statutes
5. Prepare a cost estimate, prepare bid packages, conduct a bid walk for contractors
6. Review bids for costs and program standards and assist owner with contractor selection
7. Monitor and review contractor work to ensure compliance with local and State health, safety, and building laws along with contract and Program standards.

Review and Approval: Pursuant to federal, state and local regulations. The Consultant shall review client applications to determine the applicant's financial and eligibility status. The Consultant shall also perform the following:

1. Obtain all required documents of income including; pay stubs, social security,

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pensions, rent, etc.

2. Obtain title report, property profile or other proof of property ownership.

3. Prepare all required documents and contracts on City of Inglewood approved forms.

Environmental Review: All properties assisted under the minor home repair grant program will be subject to an Environmental Review by the City prior to rehabilitation commencing. The Consultant will be required to prepare the information necessary to meet the environmental review per 24 CFR Part 58.

Construction/Rehabilitation: Construction or rehabilitation paid with CDBG funds will be required to conform to 24 CFR 570.603 of the CDBG regulations, as applicable, and any other federal or state requirements which are associated with the grant funding source.

This includes but is not limited to:

1. Conduct property inspections to identify requested work eligibility under the program guidelines, as well as meeting the City of South El Monte's Building and Safety and Planning Division's requirements.
2. Prepare work write-ups, describing necessary repairs and improvements including line-item cost estimates.
3. Obtain required signatures, put out to bid, perform bid opening, evaluate bids, etc.
4. Keep updated Contractors' list with all eligible requirements including proof of insurance, verification with the Excluded Parties Listing System, and California Contractor's State License Board.
5. Ensure professional plans are submitted to the Building and / or Planning Division and that contractors obtain permits.
6. Conduct pre-construction conferences with the contractor and homeowner.
7. Monitor construction for compliance with the program requirements and assure that all work is professional and includes proper materials.

Photos: Take "before and after" photos including work to be done, work in progress, and completed improvements.

Property Standards: All rehabilitated projects funded with Rehabilitation funds must meet local zoning ordinances and building codes.

Energy Efficiency: Plans should incorporate energy efficiency measures through materials, heating, ventilation and air conditioning (HVAC) systems, design, and site orientation where feasible.

Lead-Based Paint: If a rehabilitated home was originally placed into service prior to January 1, 1978, rehabilitation must comply with HUD lead-based paint rules (24 CFR Part 35 and 24 CFR Section 570.608). A lead-based paint risk assessment for lead based paint hazards shall be conducted, and rehabilitation work must be done by contractors meeting the requirements of the HUD rule and the EPA Renovation, Repair and Painting rule.

Final Inspection: Conduct final inspections and close out project with all necessary lien releases, notices of completion and Building Inspector's final permit. Interface with the City's Building and Planning Divisions as necessary.

Final Documentation: Prepare and provide (with required signatures) all payment requests to City staff, including lien releases, change orders, and all other required documents. The Consultant shall ensure that property warranty information is provided to the homeowner.

Reporting: The Consultant will be expected to collect and report information per each application and shall be reported on a quarterly basis.

Financial

- ☐ Program expenditures per individual project and cumulative totals for the Program and subprograms.
- ☐ Program expenditures by individual subprogram and cumulative totals

Performance - Progress toward meeting Program goals including:

- ☐ Project address
- ☐ Name and address of applicant
- ☐ Date of application received
- ☐ Date of inspection(s)
- ☐ Project start and completion dates
- ☐ Description of work performed
- ☐ Name of contractor
- ☐ Total number of applications
- ☐ Total number of units under construction
- ☐ Total number of units completed or committed

Demographics

Owners/Tenants

- ☐ Name
- ☐ Address
- ☐ Income level
- ☐ Race and ethnicity per applicable federal and state statutes
- ☐ Head of household (female, elderly, disabled)
- ☐ Household size

Contractors/Subcontractors

- ☐ Name
- ☐ Address
- ☐ Race/ethnicity
- ☐ Women Owned business
- ☐ Section 3 business concern
- ☐ Contractor Identification number

IV. INFORMATION TO BE INCLUDED IN THE QUALIFICATIONS SUBMITTAL (PROPOSAL)

A. STATEMENT OF QUALIFICATIONS

The SOQ must fully describe the proposer's ability to prepare the required documents and perform other duties as more fully describes in the Scope of Services. It must contain:

1. **Consultant.** An organizational chart showing lines of responsibility,

as well as a list of team members, their relevant qualifications, and their duties as part of the team. This portion should include any sub consultants proposed. Please include applicable professional registrations, licenses, and certifications including state and year for each team member.

2. **References.** For each key team member, provide at least three (3) client references (names and current phone numbers) from similar recent work (previous three years). Include a brief description of each project associated with the reference and the role of the respective team member.

B. COMMITMENT

Commitment that the key team members have been with the firm for a significant amount of time to indicate or reasonably appear that they will be with the respective firm for the term of the agreement. Replacement of key team members will not be permitted without prior consultation and approval by the City.

C. WORK PLAN/SCOPE OF SERVICES

A description of the approach to the work involved, demonstrating methodology. The description must clearly identify and describe any additional actions beyond the Scope of Services that the Consultant Team may recommend meeting federal, state, county and local requirements.

D. SCHEDULE

Provide a general schedule for the anticipated completion of a rehabilitation/ home repair project. Provide a plan on how the firm will ensure the expenditure of funds within the fiscal year to meet HCD guidelines.

E. COMPENSATION/FEE SCHEDULE

The Consultant shall provide the administrative cost percentage per project that shall not be exceeded. All administrative fees shall be covered via HCD funds. The Consultant shall provide a breakdown of the fees charged per task that comprise the percentage. Please note that HCD guidelines state that no more than 10% of the grant funds can be used for administrative costs on a per-loan basis or 20% of the overall award.

F. EXPERIENCE

Provide a statement that is not more than two (2) pages listing any current or past experiences with administering similar types of programs and indicate the clients/program names, locations, and dates administered.

G. ADDITIONAL INFO

Any additional information that would reflect the bidder's ability to provide the services described in this RFQ.

1. Three (3) hard copies and one (1) electronic copy (pdf) of the Proposal, which must not exceed 25 pages (double-sided pages counts as 1 page), shall be submitted to the City Clerk (Attn: Donna G. Schwartz, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733; email: dschwartz@soelmonte.org), no later than 5:00 p.m. on the due date.
2. Litigation History - The proposer shall provide information on any litigation arising out of work related to their projects or their subcontractor's projects for the last ten (10) years. Please refer to **Attachment B** ("Claims History").
3. **Attachment C** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.
4. Contact Information for inquiries, via email only - no telephone calls to Colby Cataldi, Community Development Director, email: ccataldi@soelmonte.org.

V. CORRECTIONS

Corrections or revisions to the RFQ and other documents prepared by the Consultant are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

VI. GENERAL INFORMATION

1. The Consultant is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
2. For the duration of the contract, the selected Consultant shall maintain the same Consultant, as specified in the Proposal and approved by the City. In the event the authorized Consultant Lead staff terminates employment, the Consultant shall make a demonstrated and concerted effort to maintain the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Consultant will require written City approval.
3. This Request for Qualification does not commit the City to pay any cost incurred in the preparation of a response.

VII. INSURANCE REQUIREMENTS; PERFORMANCE BOND

Refer to Section 5 ("Insurance and Indemnification") of the Sample Agreement for services included in this RFQ as **Attachment D** for insurance requirements. The selected Consultant will also be required to submit a performance bond, in the amount of 50% of the "maximum amount of compensation," as that term is defined in the Sample Agreement.

VIII. PROPOSAL REVIEW

The contract will be awarded, if at all, to the responsive and responsible proposer that submits the lowest proposal that is most advantageous to the City. The City reserves the right to reject any or all proposals, and no representation is made that any contract will be awarded pursuant to this

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Request for Qualifications. All costs incurred in the preparation of the qualifications submittal (proposals), in the submission of additional information, and/or in any other aspect of a qualification submittal prior to the award of a written contract, will be borne by the respondent. Per the City's adopted Purchasing Manual, the City gives preference to local businesses that are able to provide the requested service and meet approved criteria. For further information on the City's Local Business Preference Policy, see **Attachment E**. The City will provide only the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City's Agreement for services prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant. For further information contact Colby Cataldi, Community Development Director, via email: ccataldi@soelmonte.org

IX. CONSULTANT AGREEMENT

A sample of the City's Agreement for services is provided in this RFQ as **Attachment D**. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	DRAFT Program Guidelines
Attachment B	Claims History
Attachment C	Affidavit of Non-Collusion
Attachment D	Sample Agreement includes Insurance Requirements
Attachment E	Local Business Preference Policy

ATTACHMENT A

DRAFT PROGRAM GUIDELINES

ATTACHMENT B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past ten (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any subcontractor to enter into a contract to which it has received an award by a public entity.
- List all projects for which you were assessed liquidated damages in a cumulative amount of at least \$500 in any calendar year.
- Forfeiture of a bid or proposal bond by proposer or any subcontractor.
- Termination for default under a contract awarded by a public entity to Consultant or any subcontractor.
- Debarment of Consultant or any subcontractor by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a subcontractor was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Contractor or the subcontractor of more than \$100,000.00.
- Conviction of consultant, a subcontractor, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a subcontractor.

ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(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) 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) _____ (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 _____ (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)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT D

**CITY OF SOUTH EL MONTE
CONTRACT SERVICES AGREEMENT**

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

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

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (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 subcontractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ 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 __ 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:

(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 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 [_____ 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:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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)	DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR	_____
☐ 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 perform the following Services:**
 - A.
 - B.
 - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.
 - B.
 - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
 - A.
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services 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. Consultant 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.**

ATTACHMENT E

LOCAL BUSINESS PREFERENCE POLICY

City of South El Monte Local Business Preference Policy

Purpose

Recognizing that a sustainable economy is the result of a healthy local economy, the City of South El Monte will promote practices that help preserve local businesses and maintain the City's tax base.

Definition of Local Business

A "local business" shall mean any business which

1. has or maintains a fixed office, distribution point, or place of business within the city and
2. whose business address is not a post office box, and
3. which is shown by records maintained by the city's finance department as having secured and paid all necessary business licenses and applicable fees and taxes imposed by the city.

Exceptions

The local preference policy shall not apply where prohibited by law or regulation including, but not limited to, public works contracts or specific state or federally funded projects.

Purchases of Supplies, Equipment, and Non-Professional Services

- A. In addition to meeting the definition of a local business (defined above) the business, to be considered as a local business, they must also possess a valid resale license from the California State Board of Equalization showing evidence of a local business address within South El Monte and the payment of the local share of the sales tax must go to the City of South El Monte. If the local business has more than one office in the State of California, the office located in South El Monte shall be the point of sale credit for the purpose of sales tax calculation.
- B. Award Preference
 1. When competitive bidding is used, and the lowest bidder is not a local business, a local business whose bid is within five percent (5%) of the lowest bid may match the lowest bid (but not greater than \$5,000). The offer to match shall be in writing and personally delivered to the Purchasing Officer within two (2) business days of the date of the bid opening.
 2. When more than one local business meets the criteria above, priority shall be given to local businesses in order of proximity to the lowest bid.
 3. Where a local business and a non-local business submit equivalent bids, the Purchasing Officer shall give preference to the local business.
 4. The Purchasing Officer may ask bidders requesting a preference to provide documentation evidencing eligibility. Any bidder who intentionally misrepresents their eligibility to receive a bid preference may be disqualified

Adopted by City Council Resolution 16-18, March 8, 2016

by the Purchasing Officer from the bidding process and from submitting any future bids for up to three (3) years.

Purchases of Professional Services

Since professional services are selected on basis other than price the local preference does not apply.

CITY OF SOUTH EL MONTE

CALHOME OWNER OCCUPIED HOME REPAIR LOAN PROGRAM



OWNER-OCCUPIED HOME REPAIR PROGRAM

PROGRAM GUIDELINES

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

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INTRODUCTION

A. Purpose of Guidelines

The purpose of this California Department of Housing and Community Development (HCD) Owner-Occupied Home Repair Program (“Program”) Guidelines (“Guidelines”) is to provide a basic reference source for the operation of the Program. The Guidelines contains the basic Program policies, rules, and procedures.

B. Purpose of the Program

The purpose of the Program is to promote the rehabilitation of housing stock in the City of South El Monte (“City”). It is designed to provide assistance to eligible homeowners for correction of health and safety deficiencies and code violations for low-income property owners within the City. The Program provides this assistance in the form of a 30-year deferred loan used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary, and code compliant home.

C. Funding Source

The City has entered into a contractual relationship with the California Department of Housing and Community Development (HCD) to administer the Program. The CalHome loan funds were awarded through the 2020 CalHome NOFA to fund the program.

D. Program Manager

The City will enter into an Agreement with a third-party company to carry out the Owner-Occupied Home Repair Program. This company will be referred to as the “Program Manager” and will carry out the requirements of the Program per the HCD guidelines.

E. Program Contractor

The Program Contractor will be either an employee of the Program Manager with the appropriate certifications and state licenses to perform the contracted work or a sub-contractor that has been hired by the Program Manager after an appropriate bidding process for work has taken place for work that exceeds the capabilities of the Program Manager’s staff. If the Program Manager’s staff is used as the Program Contractor, then an hourly rate per employee must be provided in the Agreement.

Part I - PROGRAM ADMINISTRATION

A. Regulations Governing the Program

The Program’s policies and procedures conform to federal regulations governing the HCD Repair Program. If the contents of these Guidelines conflict with any federal

regulations, the federal regulations shall prevail. The Program Manager shall be responsible for keeping up to date with federal requirements.

B. Staff and Authority

The Program is managed by the California Department of Housing and Community Development division (HCD). The Program Manager is responsible for delivering the Program and enforcing these policies and procedures. The Program Manager shall have the authority to make amendments to the Program Guidelines. Any revisions to the Program Guidelines shall be made in writing and documented and a copy shall be provided to the Program Manager.

C. Consistency with General Plan

Program funds must be used in a manner that is consistent with the activities stipulated in the City's Municipal Code, and that are supportive of the goals specified in the General Plan.

D. Conflict Resolution

Complaints concerning the Program should be made, in writing, to the Program Manager first. The Program Manager can serve as arbitrator for unresolved matters. A hearing is to be held within thirty (30) business days from written receipt of complaint. All parties must present their contentions and interpretations by themselves, or through counsel. The Program Manager must make a decision within twenty-one (21) business days from the close of the arbitration, and respond in writing within fourteen (14) business days.

If the applicant is not satisfied with the Program Manager's decision, a written request for an appeal may be filed with the City Manager. A hearing is to be held within thirty (30) business days from written receipt of complaint. All parties must present their contentions and interpretations by themselves, or through counsel. The City Manager must make a decision within twenty-one (21) business days from the close of the arbitration, and respond in writing within fourteen (14) business days. Written correspondence shall be mailed to: City of South El Monte Housing Division, Owner-Occupied Home Repair Program, 1415 Santa Anita Avenue, South El Monte, CA 91733.

E. Files and Record Retention

The City of South El Monte housing staff shall maintain a permanent "master file" for each CalHome Repair Program application. Master files for the Owner-Occupied Home Repair Program are to be kept for five (5) years after the loan application is denied, withdrawn, or canceled after the grant fiscal year has ended. The Program Manager shall provide the master files to the City of South El Monte once they have been completed. Master files are to be stored in groups according to their status in the Program: pending, approved, under construction, completed,

canceled/withdrawn or paid.

F. Financial Reporting

The Program Manager shall be responsible for maintaining financial records in compliance with federal, state, and City regulations referred to above.

G. Funding Availability

Due to limited funds in this Program, a waiting list of persons interested in receiving assistance will be generated on a first come first serve basis. If the next applicant does not meet Program requirements, the next name on the list will be considered until a qualified recipient is found. Exceptions will be made for life threatening situations as determined by the City of South El Monte Programs Manager. If an emergency condition exists, the applicant may be moved up on the waiting list at the discretion of the Programs Manager. The determination of an emergency will be made on a case-by-case basis once the Program Manager has sufficient documentation to determine the emergency. Emergency situations will include health & safety code and life-threatening emergencies (i.e., non-functioning hot water heater, furnace, leaky roof, etc.). An applicant must wait five (5) years before receiving assistance again.

H. Conflict of Interest

All loan applicants, Program Manager's staff, Contractor's, and City program staff members are asked to declare any formal or informal relationships they have with one another. These include direct or indirect business or familial relationships. A preexisting relationship will disqualify an applicant from participating in the program. City government officials, employees, or agent of the City who exercise policy, decision making functions, or responsibilities in connection with the planning and implementation of the program shall not be directly or indirectly eligible for this program. This ineligibility remains for five years after an individual's relationship with the City ends. A Contractor with a vested interest in the property cannot bid on a rehabilitation job. A property owner cannot act as an owner/builder.

I. Fair Housing and Equal Opportunity

Program activities must comply with the following Federal Laws, executive orders, and regulations pertaining to fair housing and equal opportunity:

1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq), which states that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

2. The Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap, or familial status.
3. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259), which prohibits discrimination against individuals on the basis of race, color, religion, sex, or national origin in the sale, rental, leasing, or disposition of residential property or in the use or occupancy of housing assisted with Federal funds.
4. Age discrimination Act of 1975, as Amended (42 U.S.C. 6101), which prohibits age discrimination in programs receiving Federal financial assistance.
5. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.
6. Equal Employment Opportunity, Executive Order 11246, as amended, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. This must be stipulated in all construction contracts.
7. All Program correspondence must have the Fair Housing logo at the lower right hand side corner of the first page.

J. Program Outreach and Marketing

All outreach efforts will be done in accordance with federal regulations pertaining to fair housing and equal opportunity to ensure nondiscriminatory treatment, outreach, and access to the Program. The Fair Housing logo will be placed on all outreach materials. Flyers or other outreach materials, in English, Spanish, and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. Staff will not conduct outreach or marketing when there is a waiting list of over one year. The Program Manager shall keep a waiting list in a format approved by the City.

K. Labor Compliance

The Program is not subject to Prevailing Wages, and Davis-Bacon.

L. Section 3

Section 3 requirements apply to contracts of \$100,000 or more. Due to the Program's general standard maximum loan amount of up to \$50,000, the Program is exempt from Section 3 requirements.

M. Amending the Policies and Procedures Manual

The Program Manager may recommend policy and procedural changes. All changes made must be in accordance with federal, state and local regulations. Policy changes may be approved by the City of South El Monte staff in writing.

N. Exceptions to Program Policies and Procedures

Any case to which a standard policy or procedure, as stated in this Guideline, does not apply or an applicant is treated differently from others of the same class would be an exception. Exceptions to the Program's policies and procedures are allowable on an individual case basis. The Program Manager may make written recommendations to the City. The recommendations must contain a narrative, the recommended course of action, and include relevant documentation to support the exception requested. The City and /or Programs Manager may approve the policy or procedural exception, for the specific instance, by signing at the bottom of the written recommendation. The approved exception must be kept in the case master file.

O. Previous Loan Awards

If the Applicant has previously received a loan from the City of South El Monte, the Applicant will not be eligible for financial assistance until five (5) years. The applicant may receive a loan before five (5) years if deemed a health and safety issue approved by the Programs Manager and documented in the file.

Part II – PROGRAM SUMMARY AND GUIDELINES

The Owner-Occupied Home Repair Program generally provides a 30-year deferred loan up to \$40,000 to low-income homeowners who own and occupy their homes and need financial assistance for health and safety-related repairs.

A. CalHome (HCD) Repair Program Description

The Program is funded with HCD funds provided by the California Department of Housing and Community Development (HCD). The goal of the Program is to improve the quality of life for low-income residents (80% of area median income (AMI) or less), including people with disabilities and the elderly, residing in the City of South El Monte. It generally provides assistance in the form of a deferred loan of up to \$40,000 for minor home repairs and improvements.

B. Applicant Eligibility Criteria

CalHome - California Department of Housing and Community Development loan (HCD) Repair Program – Household income cannot exceed 80% of the AMI, adjusted for household size. The income limits are incorporated into the Guidelines as Appendix “A.” The Program Manager shall verify that applicants meet the household income eligibility requirements and have their household income documented. The Income Limits are published by HUD each year. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. The Program Manager shall ensure to utilize the latest income guidelines. HUD income guidelines may be found at this link. <http://www.huduser.gov/portal/datasets/il.html>

C. Eligible Uses of CalHome Loan Funds

1. INTERIOR/EXTERIOR HOME REPAIRS

- a. Painting and refinishing of walls and ceilings interior and exterior surfaces
- b. Wall resurfacing
 - Exterior resurfacing-stucco
 - Interior resurfacing-plastering, wallboard and patching
- c. Installation of devices for the elderly or handicapped
 - Ramps, handrails, and bathroom fixtures with large handles for the disabled
 - Handrails
- d. Roofing repairs
 - Roofing, gutters, downspouts, caulking and tarring
- e. Minor and moderate electrical repairs
 - Update existing equipment; rewire non-complying wiring
 - Lighting devices and security lights, services, feeders, and safety switches
- f. Minor and moderate plumbing repairs
 - Water piping, gas piping, sanitary waste and drainage piping, water heater, plumbing fixtures and power clean lines
- g. Repair of heater or heating system
 - Existing system, new units, and thermostats
- h. Minor and moderate cement, masonry, or asphalt repairs
 - Concrete work such as walkways, driveway, and walls

- i. Repair or replacement of interior/exterior openings
 - Doors, windows and locks and screens
- j. Minor or moderate tile work only when repairs are needed
 - Bathroom & Kitchen tile work
- k. Minor or moderate pest control
 - Fumigation and subsequent repairs
- l. Mold
 - Address cause as well as remediation
- m. Removal of lead-based paint according to Federal Law
- n. Other repairs necessary for bringing homes into compliance with the rehabilitation standards set forth in City Building Code or as approved by the Programs Manager.

2. ENERGY CONSERVATION ACTIVITIES

- a. Weather-stripping doors and windows
 - Caulking and replacement glazing
- b. Insulation
 - Attic, walls, and water heater
- c. Install energy efficient lighting fixtures
- d. Installation of ventilation of barriers
 - Vents and vapor barriers
- h. Installation of energy efficient plumbing fixtures
- l. Other eligible energy conservation activities

3. SECURITY/SAFETY IMPROVEMENTS

- a. Security devices
 - Dead bolt locks, door security view holes, security fencing and security lights
- b. Safety devices such as smoke detectors and safety lighting

D. Ineligible Uses of CalHome Loan Funds:

1. Materials, fixtures, equipment, or landscaping of a type and quality that exceeds adequate service or that is not customarily used for properties in the same general area.
2. Purchase, installation, or repair of furnishings or fixtures such as intercom systems, portable fans, barbecues, bathhouses, greenhouses, swimming pools, saunas, television antennas, tennis courts, dishwashers etc.
3. Construction of new accessory structures such as garages, patios, decks, storage sheds unless rehabilitating or reconstructed to be code compliant.
4. Acquisition of land.
5. Property tax payments.
6. Room additions or extensions unless there is an overcrowding issue.
7. Luxury items deemed ineligible by the Programs Manager or his/her designee.
8. Other items deemed ineligible by the Programs Manager or his/her designee.

E. Hierarchy of Funds

Program funds must be used in the following order of priority:

1. Correction of health and safety deficiencies.
2. Correction of code violations and incipient code violations.
3. Repairs and alterations that make a house more supportive of disabled occupants.
4. Repairs and alterations that make a house more energy efficient.
5. Other eligible general property rehabilitation work.

F. Rehabilitation Standards

State and local building codes, the City's rehabilitation/repair standards, and accessibility requirements for persons with disabilities apply to all projects. All repair work related to health and safety conditions will meet Uniform Building Code standards. The priority will be the elimination of health and safety hazards, and code compliance.

G. Property and Occupancy Eligibility Requirements

1. Property must be a single-family home, condominium (only interior work allowed) or townhouse
2. Property must be owner-occupied
3. Property must have a fee simple title
4. Property must be located within City boundaries (Appendix C)
5. Property must contain a legal residential structure intended for continued residential occupancy.

H. Lead-Based Paint Notification Requirements

Occupants of homes constructed prior to 1978 must receive proper notification of Lead-Based Paint (LBP) hazards as follows:

1. The EPA “Protect Your Family from Lead in Your Home” brochure (Appendix E) must be provided to all owners regardless of the cost of rehabilitation or paint test findings.
2. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption must also be supplied.
3. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report must also be provided.

LBP hazard reduction guidelines are incorporated in this Manual as Appendix “L”.

Part III – LOAN PROCESSING PROCEDURES

A. Preliminary Application Intake

The City will refer all Program questions to the Program Manager. The Program Manager shall respond to resident inquiries within a 24-hour period. In developing the waiting list for Owner-Occupied Repair Programs, all interested residents will be given a preliminary application to complete with instructions to mail or email the preliminary application to the Program Manager. Applications will be processed in the order received and based on the funding availability. Applicants will be notified by mail, email or phone call when a resident’s application has reached the top of the waiting list, based on funding availability.

B. Application Interview

Once an applicant reaches the top of the waiting list, the Program Manager will contact the applicant to schedule an appointment to conduct an application interview. A face-to-face interview enables the homeowner to ask questions and get immediate answers, helps the Program Manager to work with a more accurate and complete application package, and expedites the overall process. The application packet is included in Appendix "E".

The Program Manager is responsible for assisting the homeowner to complete the application forms, and for collecting all the required supporting documentation to establish eligibility. All forms must be fully completed and signed accordingly. All supporting documentation must be current (not older than 6 months).

C. Application Process

During the application process, the Program Manager must:

1. Certify income eligibility.
 - a. Verification of dependent children living at home.
 - b. Proof of full-time student status for dependents 18+ of age.
 - c. Bank statements and asset/investment statements for the last six months.
 - d. W-2's, federal and state income tax returns for the most recent 2 years.
 - e. Documentation of income, as outlined in Section "D" below.
 - f. Documentation evidencing eligibility of other program requirements, such as ownership, occupancy, and property location.
 - g. EDD Notice of adult household members who do not receive income
2. Verify property ownership.
3. Verify property is in the City of South El Monte.
4. Verify that property is owner-occupied.
5. Verify that mortgage, property taxes, and insurance are paid up-to-date.
6. Create a master file for each application, organized in the order provided in the File Checklist form (Appendix F). The master file must be properly labeled.

D. Income Documentation

The Program requires the use of the income definition as defined in 24 CFR 5.609 (Part 5 annual income) to determine household income eligibility. The Program Manager must complete an anticipated income determination form based on the requirements detailed in the Technical Guide for Determining Income and Allowances for Federal Programs, included in Appendix "B".

The Program Manager shall verify that applicants meet the household income eligibility requirements and have their household income documented. The HUD Income Limits are published by HUD each year. The income limits in place at the time of the loan approval will apply when determining applicant income eligibility. The Program Manager shall ensure to utilize the latest income guidelines. HUD income guidelines may be found at this link. <http://www.huduser.gov/portal/datasets/il.html>

The Program Manager must certify income based on information obtained from third party verifications and the review of documents provided at the time of application. The income certification is valid for a period of six months. It will not be required to re-certify income unless six months have lapsed from the time of certification. Loan documents must be executed prior to the expiration of the validation period.

The Program Manager is responsible for obtaining all the required income documentation for all the sources of income. Eligibility can be established by examining documentation on the different sources of income for the household. The following is a list of income sources, and examples of acceptable documentation:

Type of Income	Documentation Source – not older than 6 months
Gross employment income: • Wages • Salary • Overtime • Tips • Commissions • Bonuses	• Employment verification from employer • Paycheck stubs (copies of the most recent four weeks of paycheck stubs) • Certified copies of tax returns and W-2's if within the first quarter of the new calendar year, requires a signed 4506 form • Copy of employment contract, which must specify the earnings amount and expiration date
Net self-employment or business income	• Certified copies of tax returns, with signed 4506 form for the previous 2 years (including all attachments, specifically Schedule "C") • Audited financial statement
Social security benefits • Including SSI payments • Including anticipated Cost of Living Adjustments (COLAs)	• Written verification from the Social Security Administration • Copy of award letter stipulating the benefit amount • Copy of bank statement verifying the direct deposit of the benefit amount
Periodic determinable allowances: • Child support • Alimony • Regular contributions received from organizations or persons not residing in the dwelling	• Copy of court decree that establishes amount of support • Verification from District Attorney's office that verifies the amount of support • Notarized affidavit of support

Net rental income	• Tax returns, including schedule “E” • Copies of rental agreements/leases, along with a breakdown of monthly expenses to determine net income • Copies of most recent rent checks, along with a breakdown of monthly expenses to determine net income
Welfare assistance: • Payments under the Temporary Assistance for Needy Families (TANF) • Welfare or General relief	• Benefit award letter specifying the amount of the benefit • Verification from case worker stating the benefit amount • Copy of checks
Income from assets: • Savings account(s) • Checking account(s) • Investments	• Bank statements showing the last 6 months of interest • Savings passbook • Verification of deposit • Most recent income tax returns showing the interest earned • Investment statements showing the dividends earned and/or anticipated earnings
Type of Income	Documentation Source – not older than 3 months
Gross amount of payments in lieu of earnings: • Unemployment • Disability compensation • Worker’s compensation	• Benefit award letter showing monthly benefit • Copy of checks
Gross amount of periodic payment: • Annuities • Pensions/Retirement • Disability benefits • Death benefits	• Statement of benefits • Benefit award letter • Verification from awarding agency/entity
Other sources of income: • Union benefits • Other income not specified above	• Statement of benefit award that evidence benefit amount • Documentation to support declaration of other income
No income:	• EDD Notice of Unemployment • Verification of previous employment
No tax returns:	• Verification from IRS that no taxes were filed.

E. Third Party Verifications are required for all projects.

When requesting third-party verifications, the Program Manager must attach the corresponding verification forms that adhere to the Technical Guide to Determining

Income (Appendix B), which authorizes the third-party to release the information requested. Third-party written verifications may be in the form of original forms, facsimile copies, e-mail, or Internet. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file, which specifies the contact person, information conveyed, and date of call. In all cases, the Program Manager must ensure that the person verifying the information is a valid source.

F. Income Exclusions

The list of sources of income that should not be included in the income calculation is specified in the Technical Guide for Determining Income and Allowances for Federal Programs (Appendix B).

G. Assessing Information and Computing Income

The Program Manager must calculate the household income based on the documentation obtained, and complete an Anticipated Income Determination Form that adheres to the Technical Guide to Determining Income (Appendix B), for each household.

1. When assessing the documentation, it is important to determine:
 - a. The basis on which employees are paid, such as hourly, weekly, monthly, with or without overtime, etc.
 - b. In the case of overtime, it is crucial to determine whether the overtime is irregular or a predictable part of the person's income.
 - c. If the household member will continue to earn overtime pay on a regular basis, then the Program Manager must calculate the average amount of overtime pay earned over the period used to calculate income eligibility, and the average amount of overtime earnings must be included in the income projection for the household.
 - d. If overtime work is not constant, and will not be constant in the next 12 months, the Program Manager must request detailed overtime information from the employer in the Verification of Employment, and use the information supplied by the employer to determine how overtime is to be calculated.
2. Formulas used to determine annual income:

Frequency	Formula
Weekly	Multiply gross income by 52 weeks
Biweekly	Multiply gross income by 26 weeks
Twice-a-month	Multiply gross income by 24 weeks
Monthly	Multiply gross income by 12 months

3. Refer to the Technical Guide for Determining Income and Allowances (Appendix B) for Federal Programs for household members who have

variations in pay.

4. If the Program Manager has verification that the household member has been employed by the same employer from the beginning of the calendar year, then the monthly income can be calculated by dividing the year-to-date (YTD) annual earnings by the number of months worked. For example if the paycheck stub indicates that the pay period ended June 28, 2022, and the YTD is \$18,500, then you divide \$18,500 by 6.93 months, and annualize the calculated monthly earnings by multiplying the result by 12.

$$\begin{aligned} \$18,500 \div 6.93 &= \$2,669.55 \text{ per month} \\ \$2,669.55 \times 12 &= \$32,034.60 \text{ per year} \end{aligned}$$

To determine the number of months to use for the calculation, you must count the number of full months and determine the percentage of time for the partial month. In the example above, the YTD included earnings of 28 days of a 30-day month. Thus, you divide 28 by 30 to establish the percentage ($28 \div 30 = 0.93$). In this instance, the employee worked 6.93 months.

The above method will only work if staff has verified that the household member has worked for that same employer since the beginning of the calendar year, and if the paycheck stub reflects the year-to-date earnings that include all overtime, bonuses, etc.

H. Special Circumstances

If income cannot be calculated by using the documentation described above, then the income calculation must be handled on a case-by-case basis, as appropriate for the situation. For example: If the income is derived from the sale of recyclable materials, it will be necessary to provide enough documentation (i.e. sales receipts) to reasonably determine annual income. The documentation must be in a form acceptable to the City of South El Monte and /or Program Manager and obtained in writing.

I. Determining Household Size

Since income limits are adjusted by household size, it is crucial to accurately determine the size of the applicant's household.

A child who is subject to shared-custody may be counted as part of the household if the child resides with the household at least 50% of the time. The Program Manager must obtain verification of dependent children living at home, such as copy of birth certificate, court order awarding child custody, school records, or other documentation that will verify the dependent is part of the household. Unborn children are not considered part of the household.

The Program Manager must review the "breakdown of household members" portion

of the application, which is where the borrower discloses all the members of the household. The Program Manager must also look for “red flags” that indicate discrepancies in the household size disclosed by the applicant. For example, if the applicant claims that he has 3 dependent children, but the tax returns only show 2 children. In this case, the Program Manager must obtain more information and additional documentation to support the 3rd dependent child, such as a copy of the birth certificate for a newborn, a court order that grants custody of the child, or school records for the additional dependent.

For household members of 18 years of age and older who are full-time students, the Program Manager must obtain verification of full-time student status, such as school records, registration, or other documentation that will evidence student status.

J. Comparing Household Income to Income Limits

Once the household size and anticipated household income have been determined, the information must be compared to the Income Limits issued by HUD to verify eligibility. HUD income limits are updated annually. Thus, the Program Manager must make sure to use the most recent Income Limits (Appendix “A”). HUD will generally update income limits in February of each year.

The Program Manager shall verify that applicants meet the household income eligibility requirements and have their household income documented. The Income Limits are published by HUD each year. The income limits in place at the time of the loan approval will apply when determining applicant income eligibility. The Program Manager shall ensure to utilize the latest income guidelines. HUD income guidelines may be found at this link. <http://www.huduser.gov/portal/datasets/il.html>

Households must have incomes at or below 80% AMI, adjusted for family size, to be eligible for the Program.

K. Other Eligibility Criteria

In addition to income documentation, the Program Manager must obtain supporting documentation to determine eligibility for other program requirements.

Eligibility Requirement	Must verify with at least one of the following:
Verification of ownership: The property must be owned by the 30-year deferred loan applicants.	• Copy of property deed, such as 30-year deferred loan deed, deed of trust, quitclaim deed, etc. • Title report or insurance issued within the last year, which verifies the vesting to be the applicants’ name(s) • Property tax bill
Verification that property is in the City.	• Inglewood boundary Appendix C

Verification that property is owner occupied: The property must be the owner's principal place of residence.	• Copy of utility bill (except telephone bill), which shows the applicant's name(s) and property address • Copy of current property tax bill that shows homeowner's exemption and the subject property as the mailing address
Verification that mortgage payment is current. Assistance cannot be provided if payment is not current.	• Copy of most recent mortgage statement that shows payment is current • Verification of mortgage completed by Mortgagor • Mortgage history printout
Verification of type of first mortgage. No reverse mortgages, or negative amortizations.	• Copy of most current mortgage statement
Verification that property taxes are up-to-date. Assistance cannot be provided if taxes are not current.	• Printout from the Los Angeles County Tax Collector's website that shows the tax as current. Website at http://ttc.lacounty.gov/ • Receipt of payment (if payment has been recently made and website has not been updated) • Copy of payment arrangements from tax collector for delinquent tax
Verification that insurance is up-to-date.	• Copy of current evidence of insurance or policy. It must show the expiration date, or specify that it is continuous
Verification of Dependents	• Copy of birth certificate(s) • Copy of school records • Court order warding custody • Adoption documents • Proof of full-time student status for dependents 18+ years of age

L. Loan Processing Timeline

Loan applications must be processed in the order received. Upon receipt of a completed loan application, the Program Manager must evaluate it for eligibility and compliance of program and funding requirements within seven (7) business days.

If the application is incomplete, the Program Manager must issue a Request for Additional Documentation (Appendix F) to the Applicant, and allow fourteen (14) calendar days for the Applicant to submit the missing documentation. If the Applicant fails to submit the missing documentation within the deadline, a second reminder must be sent, and a fourteen (14) day extension can be granted. If there is no response to the second notice, then a Notice of Cancellation of the loan Application (Appendix F) must be mailed.

When the application is complete, and eligibility has been determined, the Program Manager must:

1. Request all required third party verifications, such as verifications of mortgage, employment, benefits, or deposit.
2. Order property inspection by following the procedures specified in Part IV, of this Manual.
3. Upon receipt of the Inspection report, order lead testing (when applicable) – To comply with HUD's Lead Safe Housing Rule, a certified Environmental Company must perform a lead inspection to test surfaces to be disturbed during rehabilitation activities on properties built prior to 1978. A post lead clearance is also required. Refer to Appendix M for Lead-Based Paint (LBP) hazard reduction requirements. The required report must be ordered on each loan application within five (5) business days from the time eligibility has been established. Request a clearance from a certified Environmental Company and keep a confirmation of the request in the loan master file for reference and follow-up.
4. Order termite inspection (if requested by the homeowner) within five (5) business days from the time eligibility has been established. The Program Manager must request to at least three (3) qualified termite companies and keep the confirmation in the loan master file. If the property has been inspected and treated for termites within the last 12 months, a new termite report is not required.
5. The Program Manager must conduct proper follow-up if the lead and termite reports are not received within three (3) weeks from the time they were ordered.
6. Upon receipt of the lead report/assessment and termite report, the Program Manager must provide copies to the Applicant, who must sign an acknowledgement of receipt of reports. The Program Manager must also forward copies of the reports to the Inspector so that the Work Write-up (Appendix H) can be completed.

M. Compliance of Environmental Requirements

The Program Manager must ensure that each project is reviewed for its environmental impacts. The Program Manager must fill out the Environmental Finding Forms Parts 1 through 3. The Environmental Finding Forms may be found in Appendix G. The Environmental Finding Forms must be executed by the authorized certifying officer; the City of South El Monte Program Manager or designated City of South El Monte staff.

Part IV – PROPERTY INSPECTION & SELECTION

A. Inspection Requests

Once Program eligibility has been established, the property must be inspected to determine the work that needs to be done. The Program Manager must request an inspection with the Program Contractor. The request must include the Inspection Form (Appendix H).

B. Inspections

The Program Manager must contact the homeowner to schedule the inspection. Appointments can be set in the morning or afternoon, depending on the Program Contractor's schedule. If an appointment is set for the morning, the homeowner must be available between 8:00 AM and 12:00 PM. For afternoon appointments, the homeowner has to be available between 12:00 PM and 4:00 PM. While scheduling the initial inspection, the Program Contractor must inform the homeowner that access to all areas of the property is required.

The Program Contractor must conduct a thorough property inspection to assess the repairs needed, prepare work specifications to bring the subject property into conformance with Program requirements as specified in Part II, *Program Summary and Guidelines* of this Manual, and provide a rehabilitation estimate. The field inspection must be conducted based on the Repair Check-off List (Appendix E), submitted by property owner as part of the application, Property Standards, and Program guidelines.

The Program Contractor must take before and after photos of all the areas to have repairs completed and for historic clearance. A minimum of one photograph per area is required.

C. Property Standards

All repair work must meet current Uniform Building Code standards. At a minimum, health and safety hazards and code deficiencies must be eliminated.

D. Work Write-up

The Program Contractor must prepare the Work Write-up (Appendix H), which is the set of instructions specifying the proposed rehabilitation work. The Work Write-up must describe and address any code violations, health and safety deficiencies, and lead hazards in a manner that is sufficiently detailed to serve as the basis for estimating costs and if required, contractor bids. The Work-Write up must include the following:

1. Scope of Work, which must conform with:
 - a. Program requirements, such as lead hazard reduction, correction of health and safety deficiencies and of code violations and incipient code violations, work that improves energy efficiency, and other eligible general property rehabilitation.
 - b. Planning & Building Requirements.
 - c. Exact meaning of words, such as “any” implies a limited number selected at the discretion of the reader, while “all” means every.
2. The type of materials that are allowed under the Program. No luxury upgrades are allowed. Deteriorated materials and components must be replaced with like materials. The write-up must include adjective strings to describe materials.
3. Quantity.
4. Location of where the rehabilitation will occur, as in the bedroom, kitchen, etc.
5. Construction method and specific instructions of the proposed work, which uses action verbs strings to describe the method, such as “power-wash, prep and repair stucco surfaces.”
6. Special conditions, requirements, and/or installation method, as when working with lead contaminated areas, termite infestation, etc.
7. Performance standards, such as durability and warranties.
8. General provisions, which define rules that apply to all write-ups, such as definitions, process, etc.
9. Plans (when applicable).
10. No cross-outs or white out are allowed for deletion of line items. An amended work write-up must be printed out, reflecting any changes made, along with the date of amendment.

11. The Program Manager shall encourage the use of conservation techniques for water and energy efficiency. All eligible appliances shall meet ENERGY STAR® standards. Documentation must be kept on file that these features were offered and declined, or offered and accepted for each household served under the program
12. The work write-up must be saved in the project file created by the Program Manager for the specific case file.

E. Program Contractor Estimate

Along with the work write-up, the Program Contractor must prepare an estimate of costs for the proposed rehabilitation work. The staff estimate must be used as a guideline for the project budget.

F. Work Write-up Containing Lead Work

The Program Contractor must incorporate in the Work Write-Up all of the necessary lead inspection and if necessary reduction work utilizing the most appropriate and cost effective method, as defined in the LBP Hazard Reduction Guidelines (Appendix “L”), and the LBP risk assessment report.

G. Inspection and Write-up Timeline

1. Inspection must be scheduled up to fourteen (14) business days from the time eligibility was established.
2. Up to twenty-one (21) business days from the inspection and receipt of lead report, the Inspector must prepare a preliminary work write-up.
3. The homeowner must review and comment on the preliminary work write-up, up to fourteen (14) business days thereafter. The Program Manager must conduct adequate follow-up to ensure that homeowner responds in a timely manner.
4. A final work write-up, reflecting any changes made, must be completed fourteen (14) business days from the receipt of the homeowner review. A copy of the final write-up must be provided to the homeowner, and the original must be maintained in the project's master file.
5. The Program Manager shall provide the work write up to the City for review and shall obtain the proper building permits as required.
6. Program Contractors shall be responsible for obtaining a building permit.

H. Qualifications

A certified Environmental Company must perform a lead inspection to test surfaces to be disturbed during rehabilitation activities to properties built prior to 1978. A post lead clearance is also required. Refer to Appendix "L" for lead Based Paint (LBP) hazard reduction requirements. The required report must be ordered on each loan application with five (5) business days from the time eligibility has been established. The Program Manager must obtain three (3) bids and select a lead testing/abatement contractor to conduct a lead inspection and abatement. Upon receipt of the lead report, the Program Manager must provide copies to the applicant, who must sign an acknowledgement of receipt of report. If lead is found on the property, a certified lead removal company must be utilized. A certified lead company different from the lead testing/abatement company must certify that the lead has been removed. The Program Manager must obtain three bids and select the lead testing/abatement company and for the lead company certifying clearance.

If a termite inspection is requested by the applicant, the Program Manager must obtain three (3) bids for a certified termite company to conduct an inspection and abatement. Upon receipt of the termite report, the Program Manager must provide copies to the applicant, who must sign an acknowledgement of receipt of report. After the removal, the Program Manager must obtain a terminate company to certify that termites have been cleared from the property. The Program Manager shall obtain three (3) bids and obtain a termite certified company.

The Program Manager must ensure that the Program Contractor meets the following Program requirements:

1. An appropriate State of California's Contractor License that is in good standing
2. Current contractor's licensing bond (\$15,000 minimum)
3. Current liability insurance (\$1,500,000 minimum coverage)
4. Current worker's compensation insurance
5. Contractor must not be debarred from HUD or from the State of California
6. For lead:
 - a. Current State of California Department of Health Services Lead-Related Construction Certifications for all workers and supervisors
 - b. Liability and workers compensation insurance for lead-related work
 - c. Current injury and illness prevention program plan
7. Contractor qualifications must be checked, either annually or when a rehabilitation contract is awarded, to ensure compliance of licensing and insurance requirements.
8. EPA Lead Certification
9. City of South El Monte Business License

I. Program Contractor Documentation

1. Completed Qualification Application Packet.
 - a. Qualification Application.
 - b. W-9 Form.
 - c. Organizational Information Form.
 - d. Equal Opportunity Forms.
 - e. Non-debarment Certification.
2. Copy of current Contractors' license.
3. Current certificate of liability insurance naming the City as an additional certificate holder.
4. Current certificate of worker's compensation insurance naming the City as an additional certificate holder.
5. Copy of City business tax certificate.
6. W-9 Tax Payer Number and Certification.
7. Copy of current driver's license.
8. For a lead contractor:
 - a. Copy of current State of California Department of Health Services Lead-Related Construction Certifications for all workers and supervisors.
 - b. Liability and workers compensation insurance must cover lead-related work.
 - c. Copy of medical reports and fit test respirator for all lead-certified workers and supervisors.
 - d. Copy of the company's current site-specific injury and illness prevention program (IIPP) plan.

J. Verification of Qualifications

The Program Manager must review the application and verify pertinent information, as follows:

1. Verify licensing information through the State License Board website at <http://www.cslb.ca.gov/consumers>. A printout is required for the master file.
2. Verify that has not been debarred by HUD or the State of California by accessing the following websites:
 - a. <http://epls.arnet.gov> for HUD debarments. A printout is required for the file.
 - b. <http://www.dir.ca.gov/dlse/debar.html> for California debarments. A printout is required for the master file.

K. Central File

Once eligibility has been established, the Program Manager must set up a file that contains all of the required documentation and eligibility verification. Proper follow-

up is required to ensure that licensing, insurance, and debarment documentation is current prior to issuing a Notice to Proceed on any project.

Part V – FINAL EVALUATION AND APPROVAL PROCEDURES

A. Final Evaluation and Approval

Within seven (7) business days from the Program Contractor's work write up, the Program Contractor shall determine if a City of South El Monte Building Permit is required and obtain the permit. The Program Manager must conduct a final evaluation of the file to ensure compliance of all Program requirements. This final evaluation includes a review of the following:

1. Review the Anticipated Annual Income Certification Form to verify calculations are accurate.
2. Compare the income calculation on the certification against the income limit chart to verify that household is within the maximum income.
3. Verify that historic and environmental requirements were met. Make sure that the Environmental Review form was completed using the historic and flood information obtained.
4. Verify that LBP requirements were met, per the Lead Based paint Hazard reduction Guidelines (Appendix L).
5. Upon completion of the final evaluation, the Program Manager must make a recommendation for loan action by completing the Project Analysis and Recommendation Form (Appendix J). This form must reflect the information verified during the final evaluation, and the recommendation to approve or deny the loan application, and conditions of approval, when applicable.
6. File circulation for approval: Upon loan recommendation by the Program Manager the file must be forwarded to the City of South El Monte staff.
7. Approvals are good for 30 days, and legal loan documents must be executed prior to the 30-day deadline. A time extension may be granted, on a case-by-case basis.
8. One hundred percent of loan proceeds must be used to rehabilitate the home.
9. No cash is provided to the homeowner.
10. No more than 15% of the loan may be used for administrative costs.
11. Denial: if eligibility is not established, the Program Manager must complete the Project Analysis and Recommendation form (Appendix J) documenting the reasons for denial.
12. Upon approval/denial, the Program Manager must send a notification via regular mail, within seven (7) business days from approval / denial date to the applicant.

Part VI – FUNDING PROCEDURES

The program generally allows up to \$25,000 plus \$2,500 for administrative costs for each owner-occupied housing unit. The City may, at its sole discretion and for critical safety repairs projects only, loan up to \$50,000 plus \$5,000 for administrative costs.

Part VII – CONSTRUCTION MANAGEMENT PROCEDURES

The Contractor is responsible for monitoring the construction activities of all projects and scheduling the required inspections with the City of South El Monte Building Inspector when required.

A. Pre-Construction Conference

Prior to the start of the construction work, the Program Contractor and Program Manager must conduct a pre-construction conference with the homeowner. The Program Manager must schedule the pre-construction conference within seven (7) business days from the signing of the loan agreement documents. The meeting must be held at the site. The purpose of the pre-construction conference is to review the roles and responsibilities of each party, review the work write-up, rehabilitation process, start date, date of completion, and other terms and requirements stipulated in the Agreement for Rehabilitation (Appendix K). The homeowner and the Program Contractor must address any questions or concerns regarding the work to be performed, and execute the Agreement for Rehabilitation and Notice to Proceed (Appendix K) in order to begin construction.

B. Agreement for Rehabilitation

The homeowner and Program Manager must execute an Agreement for Rehabilitation, which specifies the repairs and rehabilitation to be financed through the Program. The Agreement for Rehabilitation is a contract between the homeowner and Program Manager. The City is not a party to the contract. The Agreement must include the following:

1. The Property Owner/Program Manager Agreement for Rehabilitation (Appendix L)
2. The Work Write Up (Appendix H) / construction plans (if required by the City of South El Monte Building Inspector)

Rehabilitation Contracts are not required for work under \$500. Only a Work-write up signed by the owner and is required. The Program Manager shall ensure that this exception meets federal guidelines.

C. Notice to Proceed

The Program Contractor is authorized to begin the home repairs when they receive a Notice to Proceed from the Program Manager. Any work the Program Manager completes before receipt of a Notice to Proceed (Appendix K) is ineligible for payment. A Notice to proceed shall also be issued for other third-party contractors such as for lead or termites.

D. Building Permits

Prior to the start of construction, the Program Contractor must procure the appropriate permits and approvals, as required by the City of South El Monte and other local agencies. The Program Contractor shall not start any work without obtaining an executed Notice to Proceed (Appendix K). The Program Contractor must comply with permit requirements in order to receive payment for work completed.

E. Payment Schedule

1. One payment shall be made when work is completed for each application.
2. Only completed, inspected, and approved work is eligible for payment. Payment is made for satisfactory completed work.
3. Payment Process: The Program Contractor must call the City of South El Monte Building Inspector (only when a building permit is required) for an inspection and a final signature on the building permit and request payment by submitting the following documents to the Program Manager:
 - a. Invoice for the amount due.
 - b. Authorization to Release Payment (Appendix K) is signed by the homeowner.
 - c. The Program Manager shall then submit the complete file packet for the review of the City of South El Monte HUD Programs Manager for release of payment.
 - d. Lien release signed by all laborers, suppliers, and subs used up to that point.

F. Payment Demand/Purchase Orders

The City of South El Monte HUD Programs Manager shall submit a PO to the Finance Department to obtain management approval. The PO shall include the PO number in the location denoted on the Finance Requisition form. Receiver documents will then be created for each property that has been completed and payment will be issued.

G. Change Orders

No change in work as described in the CDBG Rehabilitation Program Work Write-up/Cost Estimate, and/or Specifications and/or Plans and Drawings, shall be made except upon the mutual written consent of the Property Owner and Program Manager.

At no time shall the cost of the work exceed \$15,000. The Program Manager shall not be entitled to any compensation for any additional Work unless such written Change Order Agreement (Appendix K) is made and entered into by Property Owner and Program Manager. The Change Order shall describe the nature of the additional Work in a detailed description, the estimated time for completion thereof, and the terms of compensation to be paid to the Program Manager for its performance in accordance with the Agreement as modified by the Change Order. If changes are made without each party's authorization the contract will be terminated.

Loan amount may exceed the \$25,000 max up to a total project cost of \$50,000, if the Programs Manager makes a determination in writing that there is a critical safety repair.

The Program Manager shall:

1. Verify the work that is being invoiced has been completed
2. Verify the charges are correct.
3. If the invoice meets the above standards, attach a signature stamp to the invoice, obtain the appropriate signatures
4. Invoices for Final Payment, indicate on signature stamp

H. Reporting

The Program Manager shall provide the following Reports (Appendix D):

Quarterly Reports-on or before September 15th, December 15th, March 15th and June 15th. The reports will be due 15 days after each fiscal quarter.

Fiscal Year Housing Rehabilitation End of Year Stats Report-on or before May 31th of each year. This will be 30 days after the fiscal year end of June 30th.

I. Warranties

The Program Contractor must comply with State law regarding all labor and material warranties. The Program Contractor must warrant that all rehabilitation work meets the accepted standards of the trade and are free from defects. The Program Contractor must warrant that any defects, which are found within twelve (12) months from the date of completion, for roofs the warranty for labor is a minimum of five (5) years or the items must be repaired or replaced, at the contractor's option and at no expense to Property Owner.

The Program Contractor must provide to the homeowner commercially reasonable written warranties and guarantees from its subs and suppliers to the extent that they are obtainable in the ordinary course of business. The Program Contractor must give

the homeowner a reasonable opportunity to purchase any additional or extended warranties available for purchase from subs or material suppliers.

J. Termite / Fumigation

The Program Manager must coordinate termite fumigation with homeowner, Termite Company, and the general contractor (as necessary).

K. Termination of Agreement for Rehabilitation

The homeowner and the Program Manager have the right to terminate the Agreement for Rehabilitation upon a three (3) days' written notice. In the event of such termination, the Program Manager is entitled to payment for all Work done through and including the effective date of such termination. Such termination is effective on the date such notice is personally served, or forty-eight (48) hours after deposit of same in the custody of the United States Postal Service, as reflected by the official U.S. postmark.

Part VIII - LOAN CLOSURE PROCEDURES

A. File Completion and Close-out

Upon release of final payment, the Program Manager must close-out the project file as follows:

1. The Program Manager must reconcile the project expenditures on the Project Analysis and Recommendation Form (Appendix J), and make sure that the file contains copies of all demands, permits, authorizations for payment, and checks issued.
2. The Program Manager must make sure that the master file contains photographs of the work completed ("before and after pictures") to file along with the photographs taken during the initial inspection. The "before and after" pictures illustrate the accomplishments of the Program.

LIST OF APPENDIXES

- A. Fiscal Year Income Limits
- B. Technical Guide for Determining Income and Allowances for CDBG/HOME Programs
- C. City Limits Map
- D. Reporting
 1. Quarterly Report
 2. Fiscal Year Housing Rehabilitation End of Year Stats Report

- E. Application Packet
 - 1. Preliminary Application
 - 2. Application
 - 3. Application Cover Letter
 - 4. Income Documentation Requirements
 - 5. Cost-Effective Conservation Standards
 - 6. Lead-based Paint Certification
 - 7. EPA "Protect Your Family from Lead in Your Home"
 - 8. EPA "Protega Su Familia Contra El Plomo En El Hogar"
 - 9. Repair Check-off List
- F. Loan Processing Forms
 - 1. Acknowledgement of Receipt of Report
 - 2. Denial Letter-Ineligible due to income
 - 3. File Checklist
 - 4. Intake-Cancellation Letter
 - 5. Notice of Cancellation of Loan Application
 - 6. Request for additional documents
 - 7. Request for additional documents-2nd Notice
- G. Environmental Forms
 - 1. Flood Plain Identification Form
 - 2. Part 1 Environmental Finding Form
 - 3. Part 2 Environmental Finding Form
 - 4. Part 3 Environmental Finding Form
- H. Property Inspection Forms
 - 1. Request for Inspection
 - 2. Work Write-up Standard Format
- I. Contractor Certification Package/Selection Forms
 - 1. Bid Comparison and Contractor Selection
 - 2. Certification from Debarment
 - 3. IRS Taxpayer Identification
 - 4. Request for Bids
 - 5. Statistical Information on Contractor
 - 6. W-9 Form
- J. Final Evaluation and Approval Forms
 - 1. Lead-Safe Housing Rule Checklist (A & B)
 - 2. Project Analysis
- K. Construction Management Forms
 - 1. Authorization for Payment

2. CalHome Loan Agreement
3. Change Order
4. Completion Notice
5. Contractor's Lien Release
6. Final Payment Forms
7. Notice to Proceed
8. Smoke Detectors Installation Self Certification
9. Work Write Up

L. Lead Based Paint Hazard Reduction

1. Lead based Paint Hazard Reduction Guidelines_



City Council Agenda Report

Agenda Item No. 7.d.

DATE: March 22, 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. 1257, AMENDING TITLE 1 "GENERAL PROVISIONS," CHAPTER 1.14 "ADMINISTRATIVE PENALTY PROCEDURES," ADDING SECTION 1.14.085 "LATE PAYMENT CHARGES AND COLLECTION OF ADMINISTRATIVE FINES AND COSTS – SPECIAL ASSESSMENT PROCEDURES," TO SUPPLEMENT PROCEDURES FOR THE CITY'S COLLECTION OF ADMINISTRATIVE FINES AND COSTS

SUMMARY: At a regular City Council meeting on Tuesday, March 8, 2022, City Council waived first reading and introduced Ordinance No. 1257, which would allow the city to seek recoupment of unpaid administrative fines and fees by establishing a procedure for recovery through a special tax assessment collected by the County in the same manner as ordinary municipal taxes are collected.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1257.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Ordinance No. 1257

ORDINANCE NO. 1257

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
AMENDING SOUTH EL MONTE MUNICIPAL CODE,
AMENDING TITLE 1 “GENERAL PROVISIONS,” CHAPTER
1.14 “ADMINISTRATIVE PENALTY PROCEDURES,”
ADDING SECTION 1.14.085 “LATE PAYMENT CHARGES
AND COLLECTION OF ADMINISTRATIVE FINES AND
COSTS – SPECIAL ASSESSMENT PROCEDURES,” TO
SUPPLEMENT PROCEDURES FOR THE CITY’S
COLLECTION OF ADMINISTRATIVE FINES AND COSTS

WHEREAS, the City of South El Monte (“City”) has adopted codes to govern violations of City law and established, among other fines, administrative fines applicable to said violations; and

WHEREAS, Section 1.14.080, “Late payment charges and collection of administrative fines and costs—Lien procedure,” of the South El Monte Municipal Code (“SEMMC”) contains the regulations and procedures related to the recovery of unpaid administrative citation fines within the City; and

WHEREAS, unpaid administrative citation fines are increasingly becoming a problem within the City, and while the City currently has lien procedure in place, the City desires to adopt another option for fine recovery, in addition to the lien process allowed for at Section 1.14.080 of the SEMMC ; and

WHEREAS, Government Code section 38773.5 allows a city, by ordinance, to establish a procedure for cost recovery through a special tax assessment. Government Code section 38773.5(c) provides that “[t]he assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.” Since the Government Code does not require council review, a hearing should be held to ensure due process for property holders. Said hearing can be held by a management member of city staff; and

WHEREAS, with the special assessment process, the City is more likely to recover payment as it is processed annually through the County tax assessor’s office; and

WHEREAS, the City Council now desires to amend the South El Monte Municipal Code (“SEMMC”) as provided herein.

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES ORDAIN AS FOLLOWS:

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

SECTION 2: Section 1.14.100 is to be added to Chapter 1.14 (Administrative Penalty Procedure) of Title 1 (General Provisions) of the South El Monte Municipal Code and is to read in its entirety as follows:

“1.14.085 - Late payment charges and collection of administrative fines and costs—Special Assessment Procedure.

A. Late Payment Charges. All late payment charges shall accrue in the same manner as provided in section 1.14.080(A) of this Code.

B. If the responsible party fails to satisfy in full the assessed fines, fees and costs by the time specified in the hearing officer’s decision or the administrative citation, and no timely appeal of the hearing officer’s decision has been filed with the Los Angeles Superior Court, the city may recover the outstanding fines and costs by imposing a special assessment lien against the real property on which the violation occurred.

C. In addition to other remedies listed in this code, the city may cause the fine or fines imposed by a payment order to be collected as a special assessment lien on the property on which any violation or non-compliance occurred by requesting the city council or independent hearing officer to hear and consider all statements, protests or objections raised about the amount of said fine or fines and fees on the Los Angeles County tax rolls for collection. The city council or independent hearing officer’s decision shall be in writing and issued within 10 business days of the hearing. The following procedures shall be utilized to impose assessment liens:

1. A Notice of proposed assessment lien shall be served on the owner of the property in the same manner as the administrative citation was served on the owner, or by mailing said notice by certified or registered mail, to the address shown on the official records of the county assessor. The notice shall state the amount of fine or fines sought to be imposed on the property as an assessment lien, the assessor's parcel number (APN) and/or legal description of the property on which the assessment lien is sought to be imposed and notice of the owner's right to appeal the proposed imposition of the assessment lien by filing a written appeal within ten days from the date of service or mailing of said notice. The notice shall warn the owner that a failure to file a written appeal with the city within said ten-day period shall constitute a waiver of the owner's right to appeal the imposition of the proposed assessment lien on the owner's property.

2. Within ten days from the date of service or mailing of said notice, the property owner may file a written appeal to the proposed assessment lien and pay any required fee to the city or waive the right to such an appeal. Whenever a property owner fails to file a timely appeal to a proposed special assessment, the department director shall prepare a document for recording with the County that imposes an assessment lien on the owner's property.

3. The city manager shall hear each appeal within fourteen calendar days after the date on which the appeal was filed. Written notice of the hearing date shall be served on the owner, at least, seven days prior to the hearing on the appeal. At the hearing on the appeal, the city manager shall consider the citation of the hearing officer imposing the fine or fines on the citee, the computation of the amount of the proposed assessment lien, the evidence that the owner owns the property on which the assessment lien is sought to be imposed and the evidence that the violation or non-compliance supporting the order of the hearing officer occurred at or was related to the property on which the assessment lien is sought to be imposed. At the conclusion of the hearing, the city manager shall determine whether or not to impose an assessment lien on the property of the owner in such amount that they deem to be fair and reasonable. The decision of the city manager shall be final and not subject to judicial review unless the citee filed a timely appeal pursuant to this code and applicable state law.

D. Notice of special assessment. When a special assessment is charged against property as provided in this chapter, the city shall mail a notice by certified mail to the property owner, if the property owner's identity can be determined from the county assessor's or county recorder's records. The notice shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice.

E. The city shall file with the county auditor a certified copy of the notice of special assessment, a brief description of the abatement action taken and a request that the charges be added to the tax rolls and collected at the same time and in the same manner as ordinary municipal taxes.

F. The remedies set forth in this section are not exclusive and may be used in addition to those set forth elsewhere in the Code or by law. The city may collect any past due fines and costs by use of any available legal means."

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

PASSED, APPROVED, AND ADOPTED this 22nd day of March, 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 for the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1257, was duly passed and adopted by the City Council of the City of South El Monte at a regular meeting of said Council held on the 22nd day of March 2022, and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 9.a.

DATE: March 22, 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. 22-20, FOR SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S "RAISE" GRANT PROGRAM

SUMMARY: On February 4, 2022, the United States Department of Transportation (USDOT) published a Notice of Funding Opportunity for \$1.5 billion in grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program ("Grant Program"). Funds for the FY 2022 RAISE grant program will be awarded on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact. The City Council must adopt a resolution for the City's submission of an application for the Grant Program, and if awarded, authorization for the City Manager or designee to execute the grant agreement, and take all steps necessary to implement the grant.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-20, for the City's submittal of the Grant Program application, and if awarded, authorization for the City Manager or designee 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 at a minimum amount of \$5,000,000 and up to \$25,000,000. The grant program may require up to a 20% "local match" using non-Federal sources. To meet match requirements, the minimum total project cost must be \$6.25 million. Staff's grant application (if approved by Council) will seek that the City not be required to pay a "local match" but if required the City will need to pay up to 20% of the grant requested.

DISCUSSION: On February 4, 2022, USDOT published a Notice of Funding Opportunity for \$1.5 billion in grant funding through the RAISE Grant Program. Funds for the FY 2022 RAISE grant program will be awarded on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact. Eligible projects through this program include:

- Capital Projects - surface transportation capital projects that are: (1) highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); (5) the surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code; (6) intermodal projects; (7) projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program; (8) projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government; and (9) any other surface transportation infrastructure project that the United State's Secretary of the Department of Transportaion considers to be necessary to advance the goals of the program.
- Planning Projects- Activities eligible for funding under RAISE planning grants are related to the planning, preparation, or design— for example, environmental analysis, equity analysis, community engagement, feasibility studies, and other pre-construction activities—of eligible surface transportation capital projects and may not result in construction with RAISE FY 2022 funding. In addition, activities eligible for RAISE planning grants include those related to multidisciplinary projects or regional planning, such as: (1) development of master plans, comprehensive plans, integrated land use and transportation plans, or corridor plans; (2) planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic; (3) development of port and regional port planning grants, including State-wide or multi-port planning within a single jurisdiction or region; or (4) risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster.

Specifically, the City of South El Monte may benefit from the grant funding to cover capital and surface construction costs associated with implementation of Phase II (northern portion) of the Merced Avenue Greenway Project. Additionally, grant funds may be used to cover indirect costs such as administrative salaries of personnel directly managing the grant-related activities after the grant is obligated.

In accordance with these requirements and the Grant Program application deadline, the City will submit its application on or before April 14, 2022. The Grant Term will begin after RAISE funds are awarded by USDOT by August 12, 2022 and signed into agreement. Grant funds are available for obligation only through September 30, 2026. All FY 2022 RAISE funds must be expended by September 30, 2031.

Therefore, staff recommends City Council authorize the City Manager or designee to submit an application to USDOT for the RAISE grant program, and if awarded, take all steps necessary to implement the grant.

ATTACHMENT(S):

A. Resolution No. 22-20

ATTACHMENT A

RESOLUTION NO. 22-20

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
RATIFYING THE SUBMITTAL OF APPLICATION FOR UNITED
STATES DEPARTMENT OF TRANSPORTATION'S "RAISE"
GRANT PROGRAM

WHEREAS, the United States Department of Transportation (USDOT) published a Notice of Funding Opportunity for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program ("Grant Program") on February 4, 2022; and

WHEREAS, the City intends to file a grant application for the Grant Program on or before the April 14, 2022 deadline; and

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 authorized.

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 grant.

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

PASSED, APPROVED, AND ADOPTED this 22nd day of March, 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. 22-20, 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 22nd day of March 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. 9.b.

DATE: March 22, 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. 22-21, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE VALLE LINDO SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING RECOVERY SERVICES

SUMMARY: The proposed Memorandum of Understanding with Valle Lindo School District (VLSD) and City of South El Monte (City) will provide youth summer learning recovery services, under the Summer Partnership Program (SPP). Under this agreement, the City of South El Monte will receive up to \$111,600 from VLSD for programming services provided in the form of labor, materials, and supplies to offset program costs. This program is the result of VLSD receiving funding under the Expanded Learning Opportunities Program (ELO-P). This new funding source allows the partnership between the organizations to join forces to provide our youth with enriched learning experiences.

RECOMMENDED ACTION: Staff recommends City Council Adopt Resolution No. 22-21, approving a Memorandum of Understanding (MOU) with the Valle Lindo School District to provide summer learning recovery services.

FISCAL IMPACT: Entering into the Memorandum of Understanding will result in the City receiving \$111,600 from VLSD for providing youth summer recovery services in cooperation with the VLSD Summer Partnership Program. The City of South El Monte will be reimbursed for staff costs, materials, and supplies incurred. The City's costs for the current fiscal year through June 30, 2022 have been budgeted. The additional costs for the period starting July 1, 2022 will be budgeted in the upcoming fiscal year. The revenues to be received will also be budgeted in the upcoming fiscal year.

DISCUSSION: The VLSD plans to use funding from a one-time State program called The Expanded Learning Opportunities Program (ELO-P) to provide afterschool and summer school enrichment programs for transitional kindergarten through eighth grade. The ELO-P stands for before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and

physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the State Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. The goal is to offer the highest quality expanded learning programming to students within the VLSD in an effort to help close the achievement gap. The ELO-P program requires the VLSD to provide a minimum of nine (9) hours per day of academic and enrichment activities for all the students enrolled in the program.

It was agreed, subject to MOU approval, that the City and the VLSD will partner this year and provide a Summer Partnership Program (SPP). The City will provide summer learning support and enrichment services for up to 500 students at one school site for six hours per day (Program runs from 7:30 a.m. to 4:30 p.m.) over thirty (30) program days plus two (2) - three (3) hour training sessions for City Recreation Leaders . The training sessions consist of Day 1 - Covid-19 Protocol and Student Safety and Day 2 - Curriculum & Instruction. The City will assign twenty (20) Recreation Leaders to deliver the services and will be supervised by a school administrator. VLSD will pay for curricular materials, consumable supplies and personal protective equipment to deliver the services. VLSD shall pay the City of South El Monte a fee of \$111,600 (one hundred eleven thousand, six hundred dollars) to deliver the above-described services.

The VLSD will offer two (2) SPP sessions from June 16th to July 8th and July 11th to July 29th. The SPP is open to all students who attend school between kindergarten and eighth grade at no cost to students. The program will be held at Dean L. Shively Middle School and will operate from 7:30 a.m. - 4:30 p.m. Students may enroll in either or both available sessions. The VLSD is solely responsible for the enrollment process of the two SPP sessions.

The SPP is composed of two (2) primary sections. The first section focuses on providing students with academic and educational assistance through summer school from 8:00 a.m. to 12:00 p.m. During these school hours, ten (10) Recreation Leaders will assist teachers in providing summer learning support and enrichment activities at a school site and receive first-hand experience for those who seek a career in child development or education. At the conclusion of summer school, the VLSD will provide lunch for the SPP students from 12:00 p.m. to 1:00 p.m. and begin the second section thereafter, which will be composed of the afternoon enrichment portion including music, science, engineering, arts, crafts, movement, and dance from 1:00 p.m. to 4:30 p.m. During these school hours, ten (10) Recreation Leaders will assist a school administrator in providing these enrichment activities for the students.

The City will offer the Summer School After Hours Program at the conclusion of the SPP from 4:30 p.m. to 6:00 p.m. City staff will conduct a separate registration process and the program will be held at the school site for an additional 1.5 hours of supervised programming at no cost.

In addition, the City will offer a traditional summer camp for the first and last weeks of the students' summer break that are not covered by the SPP. The summer camp program will be held at the Community Center and conduct the registration process as usual. Please refer to Attachment C - 2022 City Summer Camp and Summer Partnership Program table detailing summer youth programming.

As a result of this partnership with the VLSD, the City will see operating savings in the

amount of \$22,546 and will receive a check in the amount of \$111,600 to offset City programming costs. Please refer to Attachment D - Estimated Cost of 2022 City Summer Camp and VLSD Summer Partnership Program

BACKGROUND: Each year the City provides a traditional Summer Camp for our youth. However, this year, as a result of VLSD receiving the funding opportunity, it allows partnering together to leverage funds while continuing to create educational and learning experiences. The City's traditional Summer Camp provides a safe and enriching environment for children ages 5 to 13. For discussion purposes, the typical offering by the City includes an 11-week program, which begins at the conclusion of VLSD's academic school year and ends at the commencement of the upcoming school year. The program is divided into two (2) groups; the first group consists of participants ages 5 to 8 and is held at the Mini Center and the second group consists of participants ages 9 to 13 and is held at the South El Monte Community Center. The Summer Camp operates Monday to Friday from 7:30 a.m. and 6:00 p.m. and accommodates 80 participants. Registration is available to South El Monte residents for a two (2) week priority period, followed by open registration to non-residents. The Summer Camp fee has traditionally been based on a weekly registration rate. However, each week must be paid in full prior to attending. The resident rate for the camp is \$50 per participant with a sibling discount of \$10 and \$100 per participant for non-residents with no sibling discount.

To provide a traditional City summer camp program with the appropriate supervision, it is recommended to have a staff ratio of eight (8) participants per one (1) recreation staff. Traditionally, the camp divides four (4) Senior Recreation Leaders and twenty (20) Recreation leaders into two (2) six hour working shifts providing coverage for the camp hours of operation. The table below illustrates the typical associated costs of running the Summer Camp program based upon current labor costs.

City Staff	Average Pay Rate	Hrs/ Workday	5 Days/ 11 Week	Total
4 Senior Recreation Leaders	\$17.50	6	55	\$23,100
20 Recreation Leaders	\$ 16.20	6	55	\$106,920
Total Staff Time Cost:				\$130,020
Total Supplies & Excursions Cost:				\$12,500
Grand Total for Typical Summer Camp Expenditures:				\$142,520

The synergy of partnering with VLSD this year will provide additional revenue from the reimbursement by VLSD, while providing a program that is beneficial for our youth, for learning and educational opportunities.

ATTACHMENT(S):

- A. Resolution No. 22-21
- B. MOU with Valle Lindo School District
- C. City Summer Camp and Summer Partnership Program
- D. Estimated Cost

ATTACHMENT A

RESOLUTION NO. 22-21

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING
(MOU) BETWEEN THE CITY AND THE VALLE LINDO
SCHOOL DISTRICT TO PROVIDE SUMMER LEARNING
RECOVERY SERVICES

THE SOUTH EL MONTE COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the City manager to execute the proposed MOU, with the Valle Lindo School District to provide summer learning recovery services in partnership with the Valle Lindo School District, (the "MOU") in substantially the form attached to the staff report.

Section 2. The City Council hereby authorizes the City of South El Monte to provide summer learning support and enrichment services for up to 500 students at one school site for six hours per day (Program runs from 7:30 a.m. to 4:30 p.m.) over 30 program days + 2 three hour training sessions. The training sessions consist of Day 1 - Covid -19 Protocol and Student Safety and Day 2 – Curricular & Instruction. The City of South El Monte will assign 20 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 25 students (1:25). Each site will be supervised by a school district administrator. Valle Lindo School District will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services.

Section 3. The City Council hereby authorizes the City of South El Monte to receive a payment in the amount of \$111,600 from the Valle Lindo School District to deliver the above described services.

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

PASSED, APPROVED, AND ADOPTED this 22nd day of March, 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, hereby certifies that the foregoing Resolution, being Resolution No. 22-21, 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 22nd day of March 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
Between
Valle Lindo School District
And
City of South El Monte

The Memorandum of Understanding (MOU) that follows is a formal agreement between Valle Lindo School District (herein referred to as VLSD or "District") and City of South El Monte to provide summer learning recovery services in partnership with the VLSD. The goal of City of South El Monte programs is to provide the highest quality expanded learning programming to students within the VLSD in an effort to help close the achievement gap.

It is agreed that the City of South El Monte will provide summer learning support and enrichment services for up to 500 students at one school site for six hours per day (Program runs from 7:30 to 4:30) over 30 program days and 2 three hour training sessions for City Program Leaders and VLSD staff. The training sessions consist of Day 1 - Covid-19 Protocol and Student Safety and Day 2 - Curriculum & Instruction. The City of South El Monte will assign 20 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 25 students (1:25). Each site will be supervised by a school district administrator. Valle Lindo School District will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services. The Summer Partnership Program flyer attached as Exhibit A and incorporated herein.

VLSD shall pay the City of South El Monte a fee of **\$111,600** (ONE HUNDRED ELEVEN THOUSAND, SIX HUNDRED DOLLARS) to deliver the above described services. The City of South El Monte shall invoice VLSD for the total amount upon execution of this MOU.

TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU at the conclusion of the Summer Programming as identified in Exhibit A, unless mutually agreed to by both parties in writing.

TERMINATION

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If either party then makes a good faith, reasonable determination that the other party is in default under this MOU, it must provide the defaulting party with a written request to cure the default. If the party alleging the default reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the said party shall have the right to immediately terminate this MOU with written notification.

If at any time during the performance of this MOU the VLSD determines, in its sole discretion, to suspend indefinitely or abandon the work under this MOU, the VLSD shall have the right to terminate the performance of City of South El Monte's services hereunder by giving thirty (30) days written notification to the City of South El Monte of its intention to terminate.

INDEMNIFICATION

City of South El Monte shall indemnify, pay for the defense of, and hold harmless VLSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and

causes of actions of whatsoever kind, nature or sort which may be incurred by reason of City of South El Monte's negligent or willful acts and/or omissions in rendering services outlined in the MOU. City of South El Monte shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning City of South El Monte or any employee of the City of South El Monte and shall further indemnify, pay for the defense of, and hold harmless VLSD of and from any such payment or liability arising out of or in any manner connected with City of South El Monte's performance under this MOU.

The VLSD shall indemnify, pay for the defense of, and hold harmless City of South El Monte and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the VLSD's negligent or willful acts and/or omissions in relation to this MOU.

FORCE MAJEURE

Both parties acknowledge and understand that the performance of the services rendered pursuant to this Agreement may be impacted by unforeseeable causes beyond its control and without the fault or negligence of either party, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City. In no event shall VLSD be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. Both parties agree to work together in good faith should the other party have difficulty in performing the tasks identified herein.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT

This MOU may be amended only by a written instrument signed by duly authorized representatives of the VLSD and City of South El Monte.

INSURANCE

Both parties shall comply with the insurance requirements detailed in Exhibit B that is incorporated herein.

SEVERABILITY

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, City of South El Monte and the Valle Lindo School District have executed this
01257.0001/776717.2

Memorandum of Understanding as of the dates indicated below.

VALLE LINDO SCHOOL DISTRICT

DATE

CITY OF SOUTH EL MONTE

DATE

EXHIBIT A

IN ASSOCIATION WITH
Valle Lindo School District

City of South El Monte Presents **SUMMER PARTNERSHIP PROGRAM**



**Parks
Make
Life
Better!**



Session 1: City Summer Camp

South El Monte Community Center
June 6th - June 15th
Monday - Friday 7:30 am - 6:00 pm

Program Highlights

- Sports Games
- STEM
- Team Building
- Excursions

Registration Information

- Registration begins April 11th
- Resident: \$80
- (sibling discount available)
- Non-resident: \$160

Session 2: Summer Partnership Program

VLSD Summer School

Session 1: June 16th - July 8th
Session 2: July 11th - July 29th
Monday - Friday 7:30 am - 4:30 pm

City Summer School After Hours

Monday - Friday from 4:30 pm - 6:00 pm

Program Highlights

- Academics
- Music & Dance
- Arts & Crafts
- Sports & Games
- Science
- Enrichment

Registration Information

Program is free. Registration is now available with the school district.

Registration begins April 11th
Program is free.

Session 3: City Summer Camp

South El Monte Community Center
August 1st - August 17th
Monday - Friday 7:30 am - 6:00 pm

Program Highlights

- Sports Games
- STEM
- Team Building
- Excursions

Registration Information

- Registration begins April 11th
- Resident: \$130
- (sibling discount available)
- Non-resident: \$260



SCAN FOR
MORE INFORMATION

 SEM_PARKSANDREC

Registration for all City programs can be completed at the
South El Monte Community Center, 1530 Central Ave.
Monday - Friday from 1:00 pm - 8:30 pm.

For more information, please call 626-579-2043.

EXHIBIT B

Insurance Requirements

Liability coverage. CITY shall maintain liability coverage 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 coverage shall provide that the DISTRICT and its officers, officials, employees, agents, and volunteers shall be additional insureds and protected parties under the CITY's coverage.

DISTRICT shall maintain liability coverage 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 coverage shall provide that the CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds and protected parties under the DISTRICT's coverage.

Automobile liability coverage. CITY shall maintain automobile coverage covering bodily injury and property damage for all activities of the CITY arising out of or in connection with Work to be performed under this Agreement, in an amount not less than \$1,000,000 combined single limit for each accident.

DISTRICT shall maintain automobile coverage covering bodily injury and property damage for all activities of the CITY arising out of or in connection with Work to be performed under this Agreement, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation coverage. CITY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). CITY shall submit to DISTRICT, along with the evidence of coverage certificate, a Waiver of Subrogation endorsement in favor of DISTRICT, its officers, agents, employees, and volunteers.

DISTRICT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). DISTRICT shall submit to CITY, along with the evidence of coverage certificate, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

Other provisions or requirements

Primary/Noncontributing.

- (a) Coverage provided by CITY shall be primary and any insurance or self-insurance procured or maintained by DISTRICT shall not be required to contribute with it.
- (b) Coverage provided by DISTRICT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it.

Waiver of subrogation.

- (a) All insurance coverage maintained or procured pursuant to this agreement by CITY shall be endorsed to waive subrogation against DISTRICT, its elected or appointed officers, agents, officials, employees, and volunteers.
- (b) All insurance coverage maintained or procured pursuant to this agreement by DISTRICT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers.

Requirements not limiting.

- (a) 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 CITY maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

- (b) 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 DISTRICT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

ATTACHMENT C

2022 City Summer Camp and Summer Partnership Program				
	Session 1: June 6 - June 15	Session 2: June 20 - July 29		Session 3: August 1 - August 17
	City Summer Camp	VLSD Summer School		City Summer Camp
7:30 am - 8:45 am	Check-In and Morning Activities	June 16th - July 8th Breakfast: 7:30 am - 8:00 am	July 11th - July 29th Breakfast: 7:30 am - 8:00 am	Check-In and Morning Activities
8:45 am - 9:00 am	Warm-Up Activity (Ice Breaker, stretches, yoga, etc.)	Academics and Foundational Skills (Language Arts and Mathematics)	Academics and Foundational Skills (Language Arts and Mathematics)	Warm-Up Activity (Ice Breaker, stretches, yoga, etc.)
9:00 am - 10:00 am	Sports Activity (Soccer, basketball, dodgeball, etc.)			Sports Activity (Soccer, basketball, dodgeball, etc.)
10:00 am - 11:00 am	Weekly Theme Craft Activity (Painting, food crafts, etc.)			Weekly Theme Craft Activity (Painting, food crafts, etc.)
11:00 am - 12:00 pm	Lunch			Lunch
12:00 pm - 1:00 pm	Group Activities (STEM, scavenger hunts, etc.)			Group Activities (STEM, scavenger hunts, etc.)
1:00 pm - 3:00 pm	Swimming and Library (If applicable) Stations (Video games, board games, etc.)	Afternoon Enrichment (Music, Arts and Crafts, Science and Engineering, and Movement and Dance)	Afternoon Enrichment (Music, Arts and Crafts, Science and Engineering, and Movement and Dance)	Swimming and Library (If applicable) Stations (Video games, board games, etc.)
3:00 pm - 4:00 pm	Story Time/Reflection Group activity (Jeopardy, relay races, etc.)			Story Time/Reflection Group activity (Jeopardy, relay races, etc.)
4:00 pm - 4:30 pm	Snack			Snack
4:30 pm - 6:00 pm	Movie and check-out	City Summer School After Hours Program	City Summer School After Hours Program	Movie and check-out

KEY	
Valle Lindo School District Summer Partnership Program	
City of South El Monte Summer Program	

ATTACHMENT D

Estimated Cost of 2022 City Summer Camp and Valle Lindo School District Summer Partnership Program

Program	Staff Time Cost	Supplies	Excursions	Program Total Cost
City Summer Camp Session 1	\$15,552	\$1,000	\$1,875	\$47,074
City Summer Camp Session 2	\$25,272	\$1,500	\$1,875	
Summer Partnership Program	\$58,320	0	0	\$72,900
City Partnership Program After Hours	\$14,580	0	0	
Totals:	\$113,724	\$2,500	\$3,750	\$119,974

Total Expenditures from 2019 Summer Camp: \$142,520

Total Estimated Cost for hosting the 2022 City Summer Camp and VLSD Summer Partnership Program: \$119,974

Savings from hosting 2019 Summer Camp vs. the 2022 Summer Programs (Summer Camp & VLSD Summer Program): \$22,546

Funding Provided by VLSD to the City per the MOU: \$111,600

Total Savings from Hosting the Partnership Program with VLSD: \$134,146



City Council Agenda Report

Agenda Item No. 12.a.

DATE: March 22, 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 Hiring Townsend Public Affairs as our Sacramento/Washington D.C. Lobbyists

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 19.a.

DATE: March 22, 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 SUCCESSOR
AGENCY MEETING MINUTES FOR FEBRUARY 22, 2022

SUMMARY: Staff is requesting approval of the Minutes of the February 22, 2022, Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of February 22, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. February 22, 2022 Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, FEBRUARY 22, 2022 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

16. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 8:21 p.m.

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

STAFF PRESENT (via zoom): Rachel Barbosa, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; and Paola Lara, Deputy City Clerk.

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

17. APPROVAL OF AGENDA

A motion was made by Board Member Delgado, seconded by Councilmember Retamoza to approve the agenda. Motion carried 5-0, by the following vote:

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

NAYS: None.

18. PUBLIC COMMENTS

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

19. CONSENT CALENDAR

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

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

NAYS: None

19.a. Approved the Regular Successor Agency Meeting Minutes of January 25, 2022.

19.b. Adopted Resolution No. SA 22-01, approving warrants for the period of February 9, 2022 through February 22, 2022, totaling \$421,907.25.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:22 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair