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

April 26, 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
Webinar ID: 865 8171 1880
Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

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

Mayor Gloria Olmos

3. INVOCATION

Pastor David Torres, Calvary Assembly of God Church

4. PRESENTATIONS

4.a. Proclamation Proclaiming May 1-7, 2022, as Municipal Clerks Week

4.b. Fiscal Year 2021-22 Third Quarter Budget Update

4.c. Sheriff's Department Report for the Month of March

4.d. Code Enforcement and Public Safety Department Report for the Month of March

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 will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. 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.

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 APRIL 12, 2022

Staff is requesting approval of Minutes for the April 12, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of April 12, 2022.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-28, APPROVING WARRANTS FOR THE PERIOD OF APRIL 13, 2022, THROUGH APRIL 26, 2022

Authorizing payment of City expenditures for the period of April 13, 2022 through April 26, 2022 totaling $472,118.96

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-28, authorizing payment of City expenditures.

7.c. ADOPTION OF ORDINANCE NO. 1258, AMENDING ZONING DESIGNATION FOR PROPERTIES LOCATED AT 2540 ROSEMEAD BOULEVARD, 2559 AND 2603 CHICO AVENUE FROM COMMERCIAL-MANUFACTURING TO MULTI-FAMILY RESIDENTIAL

At a regular City Council meeting on Tuesday, April 12, 2022, City Council waived first reading and introduced Ordinance No. 1258, amending the zoning designation for properties located at 2540 Rosemead Boulevard (APN 8102-037-020), 2559 and 2603 Chico Avenue (APNs 8102-037-017 and 8102-037-024, respectively), and APN 8102-037-022, to change the existing zoning designation from commercial-manufacturing to multi-family residential.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1258.

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-29, APPROVING AMENDMENT NO. 9 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

This Amendment will increase the allocated baseline funding from $349,033 to $384,033, resulting in an increase of $35,000 for Fiscal Year (FY) 2021-22 only. The $35,000 will be allocated through supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-29, approving Amendment No. 9 and authorizing the City Manager, or her designee, to execute the same.

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-30, APPROVING SECOND AMENDMENT TO CITY MANAGER'S CONTRACT

The City Council has conducted a performance evaluation of the City Manager, Rachel Barbosa. Based on the evaluation, the Council has approved a 3% increase to her salary.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-30, approving Second Amendment to City Manager's contract to implement the 3% increase effective March 22, 2022.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. APPOINTMENT OF COMMUNITY SERVICES COMMISSIONER

Due to a resignation on March 31, 2022, staff is seeking City Council direction on the appointment of one resident to fill a vacancy to serve on the Community Services Commission.

RECOMMENDED ACTION: Staff recommends City Council consider appointing one individual from amongst the three applicants seeking appointment to the Community Services Commission for an unexpired term commencing April 26, 2022 and ending December 31, 2022.

9.b. CONSIDERATION FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

Staff seeks City Council approval to issue RFP for Planning & Engineering Services for the Preparation of a LRSP.

RECOMMENDED ACTION: Staff recommends City Council approve an RFP for Planning & Engineering Services for the Preparation of a LRSP and authorize staff to solicit proposals.

9.c. next page.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-31, APPROVING A PRIVATE PLACEMENT LEASE FINANCING TO PAY OFF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM UNFUNDED PENSION OBLIGATION

The City has approximately $9.6 million unfunded pension liability with CalPERS. This obligation came over a period of several years when CalPERS was not able to consistently earn sufficient investment returns on their portfolio of pension fund assets to fully fund the City's pension obligation. In order to address this unfunded pension liability, the City selected Kosmont Transaction Services, through an RFP process, to advise and help secure low interest fixed rate lease financing. The funds raised through this financing, known as Certificates of Participation (COPs), would then be used to pay off the CalPERS unfunded pension liability. This new lease financing will be a 20-year obligation fixed at 3.3%, as compared to the CalPERS unfunded pension debt current rate of 7.0%. By entering into this new lease obligation transaction, the City will save $3.2 million in cash flow savings over the twenty-year financing period.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-31, approving the terms of a private placement lease financing, approving the form of and authorizing the execution and delivery of a site lease and lease agreement, a trust agreement, and authorizing required actions in connection with the execution and, authorizing other matters relating to the financing.

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

11.a. LETTER FROM CHRISTOPHER HEALY, TEACHER WITH SOUTH EL MONTE HIGH SCHOOL, REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE SENIOR CENTER DINING ROOM

Christopher Healy, Teacher with South El Monte High School is requesting a reservation fee waiver for use of the South El Monte Senior Center Dining Room to host their final reading of the musical called "!Pasaje!" on Saturday, May 7, 2022.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by Christopher Healy, Teacher with South El Monte High School in the amount of $1,632.46.

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

13.a. <u>CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION</u>

Pursuant to Government Code Section 54956.9(d)(4) – [One case]

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 MEETING

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

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Board, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Board objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Board 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 Board 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.

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 MARCH 22, 2022

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

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

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, May 10, 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 21st day of April 2022.

Donna G. Schwartz

City Clerk, CMC

City Council Agenda Report
Agenda Item No. 4.a.

DATE: April 26, 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 May 1-7, 2022, as Municipal Clerks Week

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SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Proclamation

PROCLAMATION

MUNICIPAL CLERKS WEEK
MAY 1 -7, 2022

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

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 recognize the week of May 1 through May 7, 2022, as Municipal Clerks Week, and further extend appreciation to our Certified Municipal Clerk, Donna G. Schwartz, and to our Deputy City Clerk, Paola Lara, for the vital services they perform and their exemplary dedication to the community they represent.

IN WITNESS WHEREOF, I have hereby set my hand and caused the Seal of South El Monte to be affixed this 26th day of April 2022.

Mayor Gloria Olmos | *Mayor Pro Tem Manuel Acosta*

Councilmember
Richard Angel

Councilmember
Hector Delgado

Councilwoman
Gracie Retamoza

City Council Agenda Report
Agenda Item No. 4.b.

DATE: April 26, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: Fiscal Year 2021-22 Third Quarter Budget Update

SUMMARY: This is the third quarter Fiscal Year 2021-22 financial update.

RECOMMENDED ACTION: This is a receive and file item. No action is required.

FISCAL IMPACT: None.

DISCUSSION:

ATTACHMENT(S):

A. FY21-22 3rd Quarter Financial Update_04262022

CITY OF SOUTH EL MONTE

FY2021-22

3rd Quarter Financial Update

April 26, 2022

OVERVIEW

- The City is on target to have an overall additional $2.2 million net surplus at end of FY 2021-2022.
  - General Fund Surplus $0.6 Million
  - Special Revenue Funds Surplus $1.6 Million
  - City-Wide Surplus $2.2 Million

- The General Fund's 5 Year Forecast will be updated as part of the development of the FY 2022-23 Annual Budget. Items impacting this include:
  - Negotiations with both bargaining groups
  - Results of the Employee Classification & Compensation Study
  - Loan amortization related to Affordable Housing Units on Horizons Project

- Financial strategies that are be addressed:
  - CalPERS Pension Liability – May 2022 Estimated Completion
  - Other Post Employment Benefits Liability – June 2022 Estimated Completion
  - Fees Study – June 2022 Estimated completion

FISCAL YCITY-WIDEEAR 2021-2022 SUMMARY (IN $MILLIONS)

Description	9 Months Budget	9 Months YTD	9 Months Variance	12 Months Budget	12 Months Forecast	12 Months Variance
General Fund Revenues	$13.3	$11.2	$(2.1)	$17.7	$18.0	$0.3
General Fund Expenditures	13.5	12.5	1.0	17.7	17.4	0.3
General Fund Total	(0.2)	(1.3)	(1.1)	0.0	0.6	0.6
Special Revenue Funds Revenues	8.5	9.5	1.0	11.4	13.0	1.6
Special Revenue Funds Expenditures	5.6	4.5	1.1	7.6	7.6	0.0
Special Revenue Funds Total	2.9	5.0	2.1	3.8	5.4	1.6
City-Wide Total	$2.7	$3.7	$1.0	$3.8	$6.0	$2.2

CASH & INVESTMENT BALANCES
MARCH 31, 2022

Account Name	Type	Balance
General Checking	Checking	$3,229,009
Payroll Checking	Checking	10,323
Metro Checking	Checking	4,744,342
Older American Act	Checking	5,029
LAIF (LA County)	Investment	15,186,780
Total		$23,175,483

AMERICAN RESCUE PLAN FINANCIAL UPDATE

Amount awarded to the City	$4.9 million
Amount spent-to-date	.6 million
Remaining Available	$4.3 million

- The Federal Government has provided cities that receive less than $10 million a special loss allowance that provides flexibility in programming funds and simplifies reporting to the Federal Government. The City will be following this reporting method.

- Programming the funds will be discussed as part of the FY 2022-23 Budget Study Session.

- All funds need to be programmed by December 31, 2024.

- All Funds need to be spent by December 31, 2026.

Questions

City Council Agenda Report
Agenda Item No. 4.c.

DATE: April 26, 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 March

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

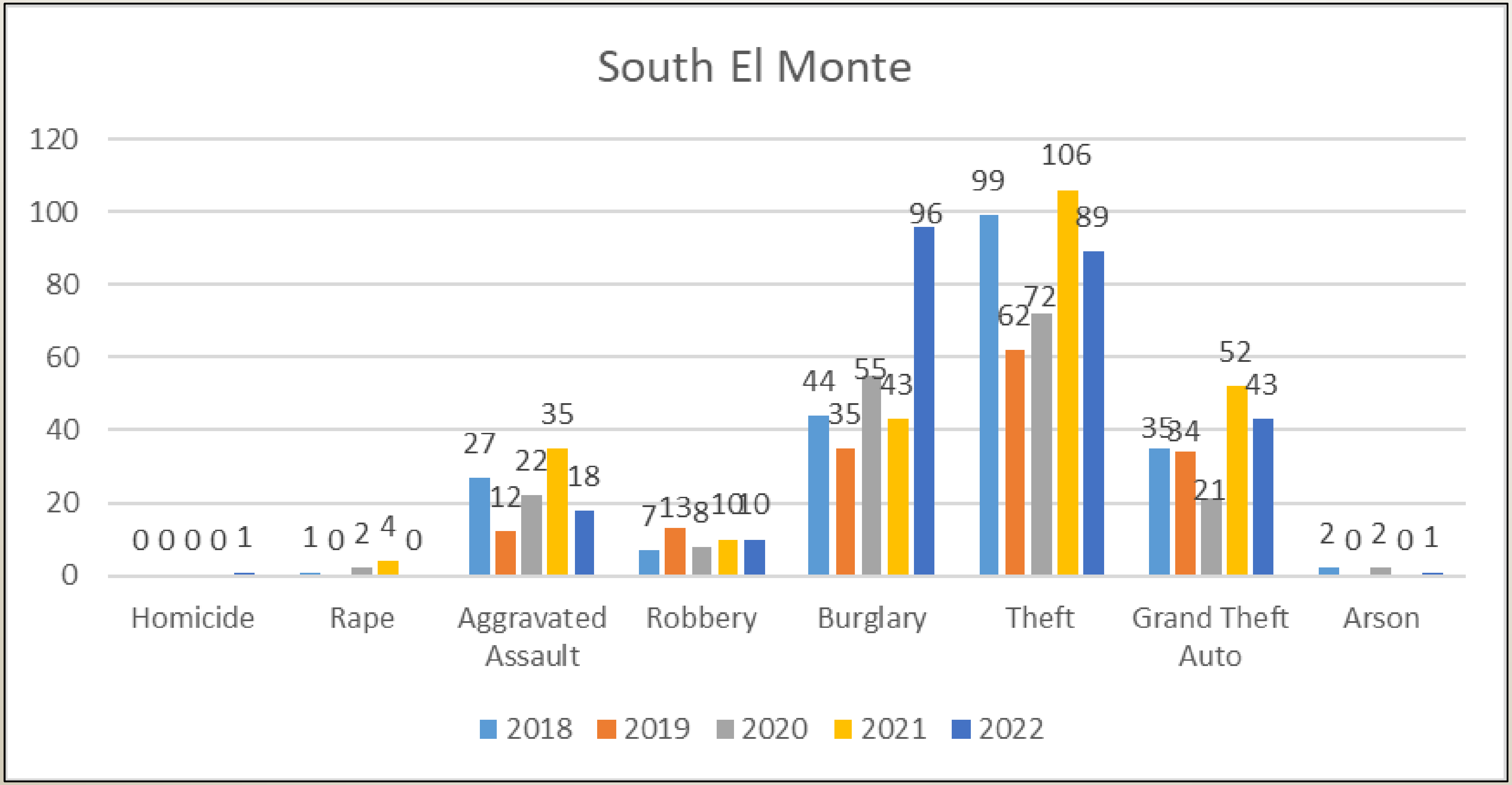
ATTACHMENT(S):

A. Presentation

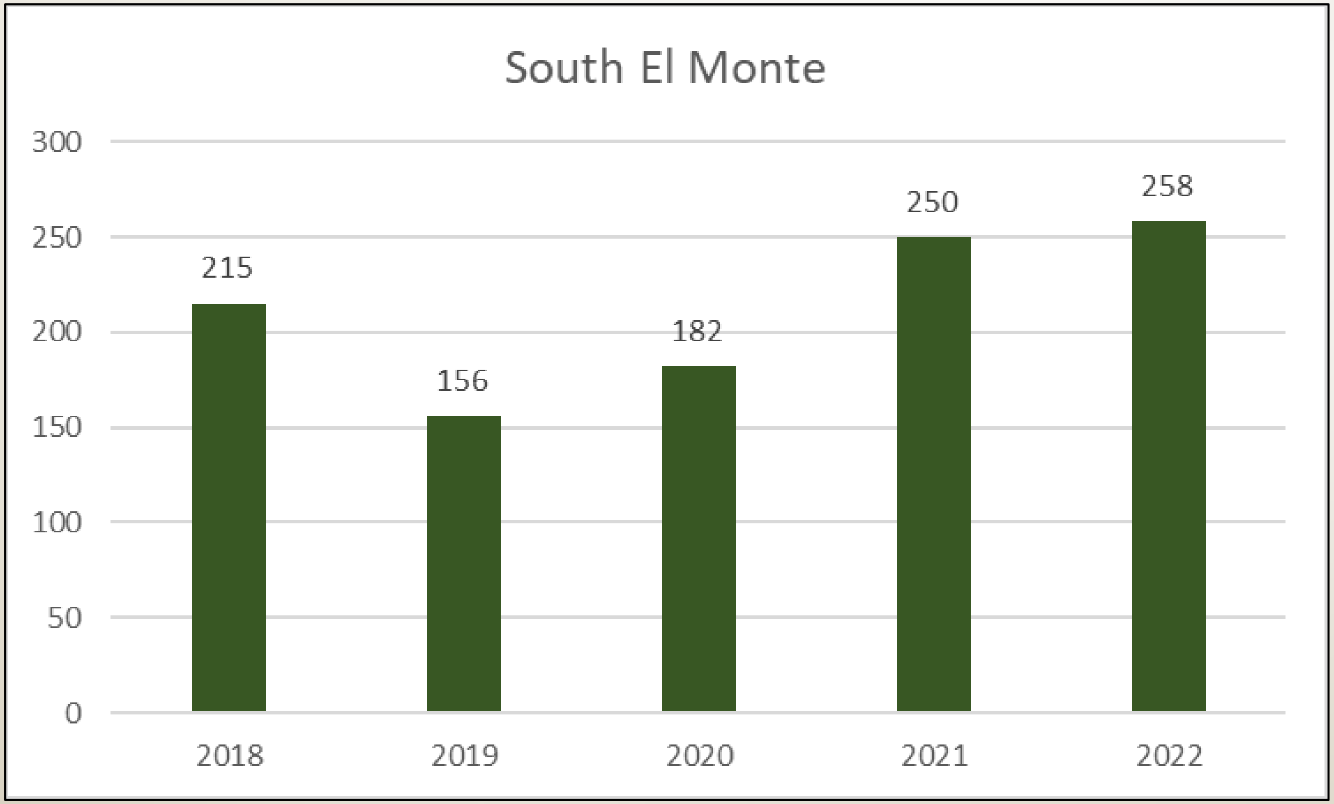
South El Monte
March 2022

Crime Statistics

South El Monte
Part I Crime Statistics – March 2022



South El Monte
Part I Crime Statistics – March 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	0										1
Rape	0	0	0										0
Aggravated Assault	9	6	3										18
Robbery	3	5	2										10
Burglary	36	41	19										96
Theft	33	28	28										89
Grand Theft Auto	12	15	16										43
Arson	0	1	0										1
Total	94	96	68	0	0	0	0	0	0	0	0	0	258

South El Monte	
Res Burg	2
Other Burg	94
Petty Theft	19
Grand Theft	33
Theft from Vehicle	37

YTD 3/31

South El Monte	2021	2022
Arrests	501	276

City Council Agenda Report
Agenda Item No. 4.d.

DATE: April 26, 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 March

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SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

City of South El Monte

Public Safety Report

March 2022 Recap

Colby Cataldi, Director
Community Development/Public Works

Code Cases by Location

March - 82

Building Code…………………………………. 10

Property Maintenance…………………. 28

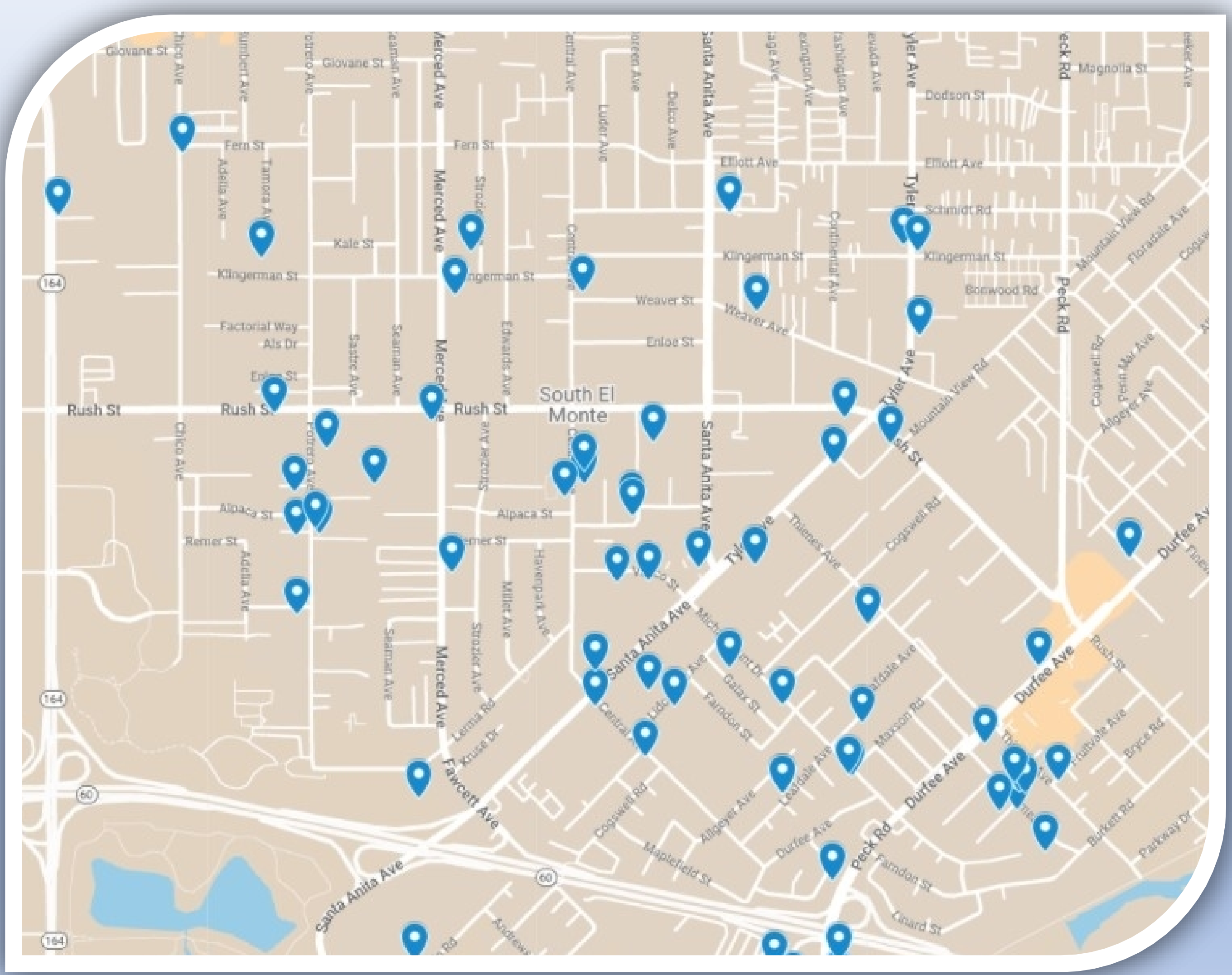
Streets/Public Places……………………. 19

Health and Safety / Public Nuisance… 10

Vehicle/Traffic……………………………… 6

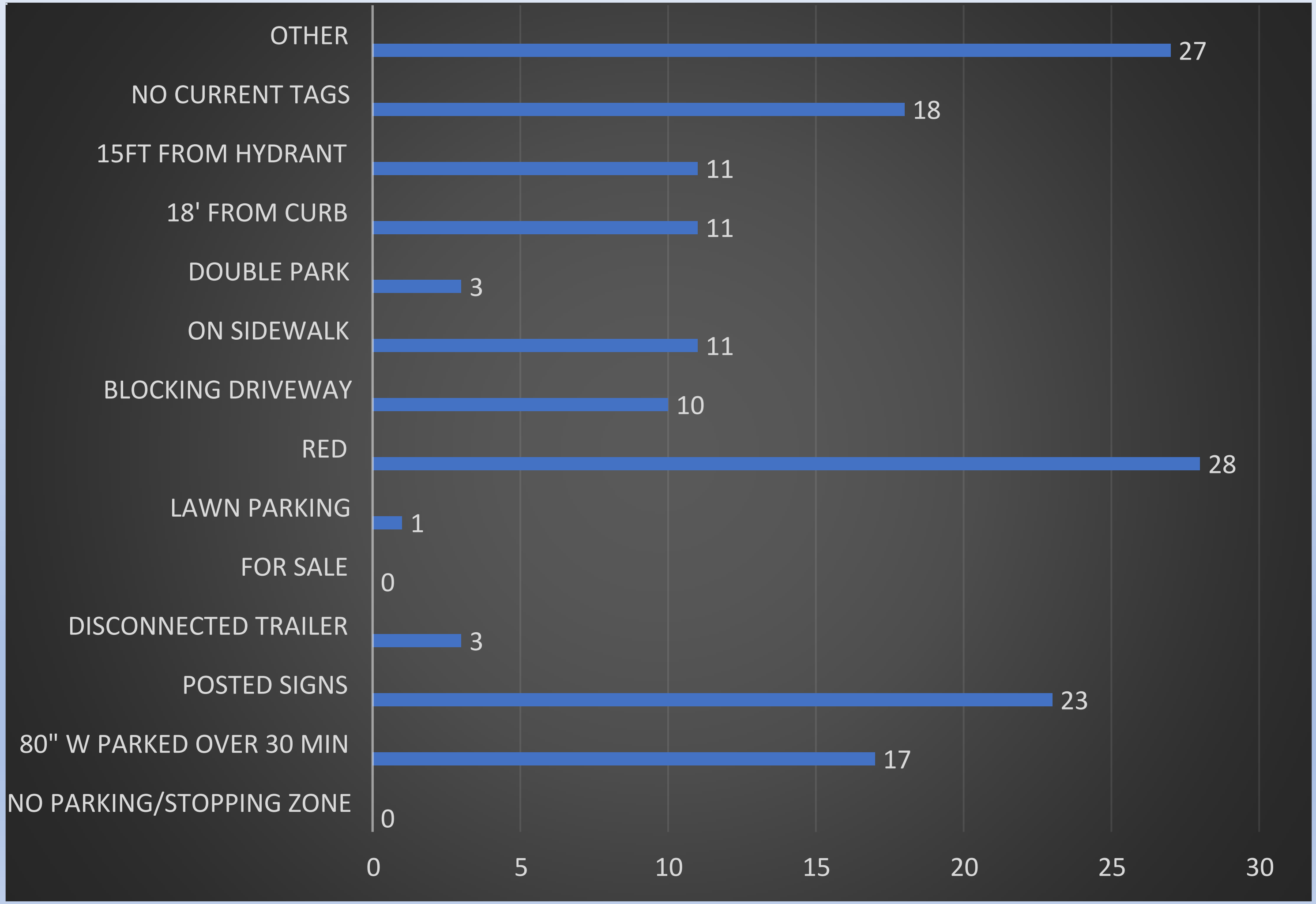
Business…………………………………….. 8

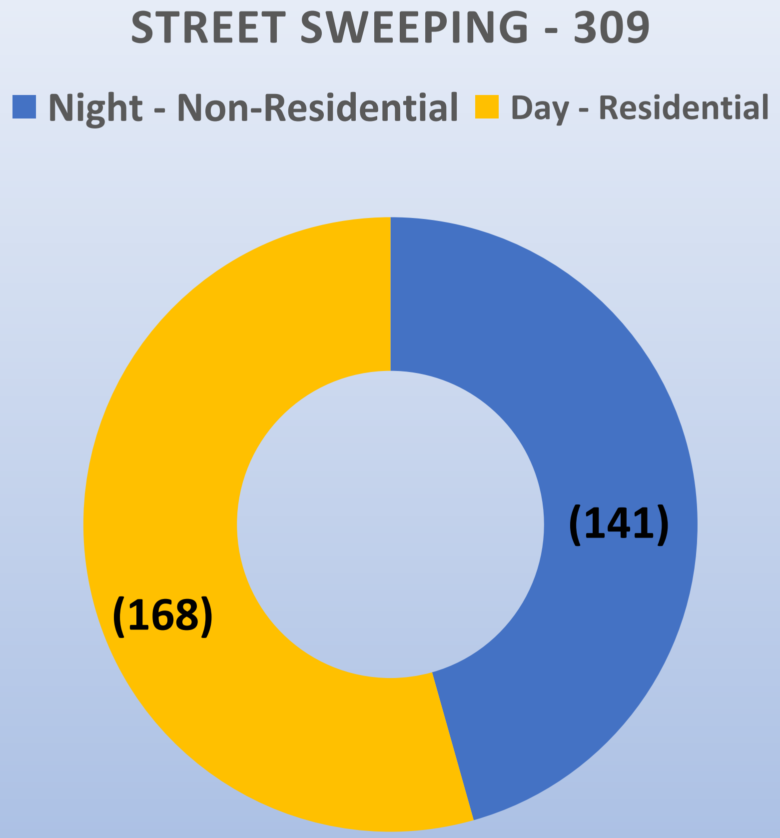
Zoning ………………………………………… 1



Parking Citations

March - 472





Utility Work Update

SCE POLE WORK/POLE REPLACEMENT

WATER COMPANY MAIN LINE WORK (IN PROGRESS)/REPAIRS

TRAFFIC SIGNAL PROJECT

CHARTER

ATT

SO CAL GAS

DEVELOPMENT CONSTRUCTION

Utility Construction and Road Closures

Maplefield St

Byways St

South El Monte PW / SCE LED Conversion Project

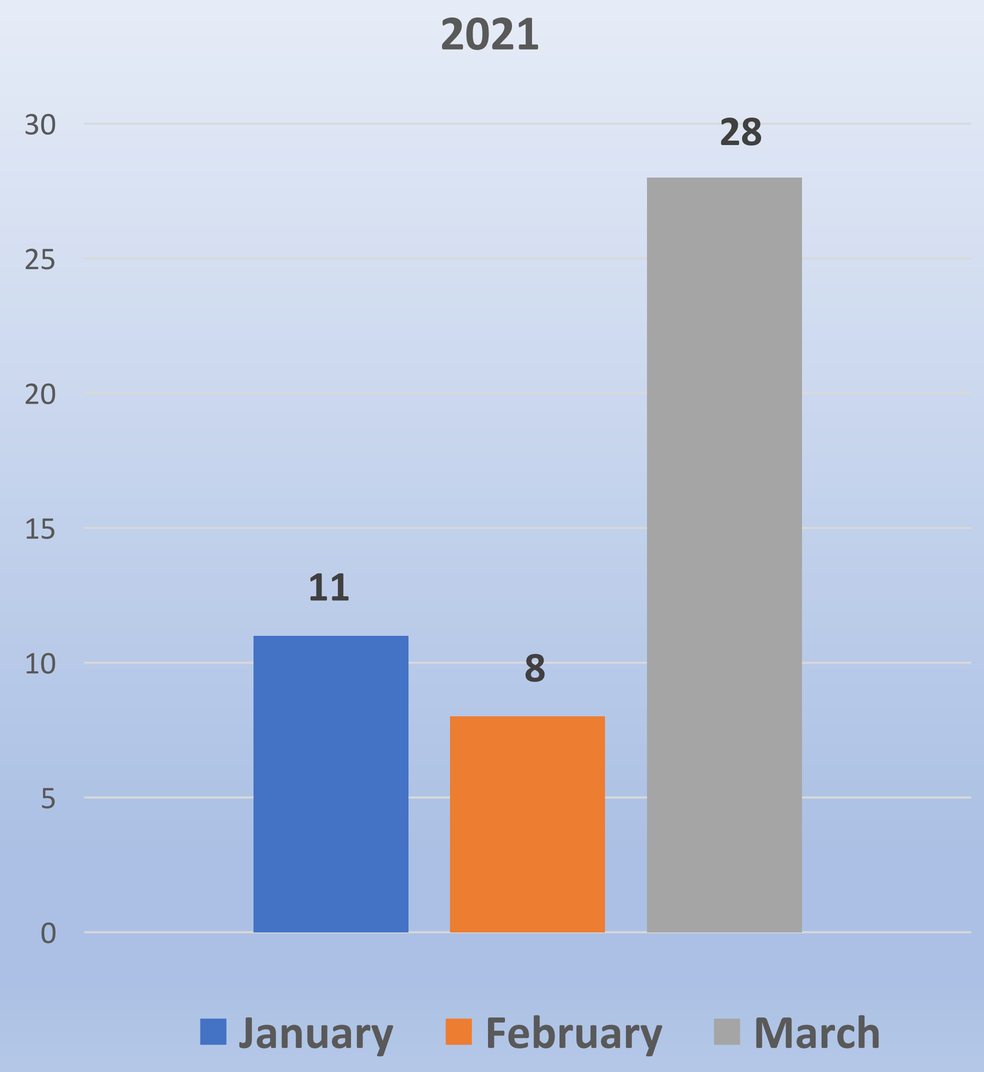
- Installation of **1,442 LED** Street Lights throughout the City
- Begins **April 25th**
- 8-10 Working Days
- Annual Savings $2,962
- Project Cost $20,484

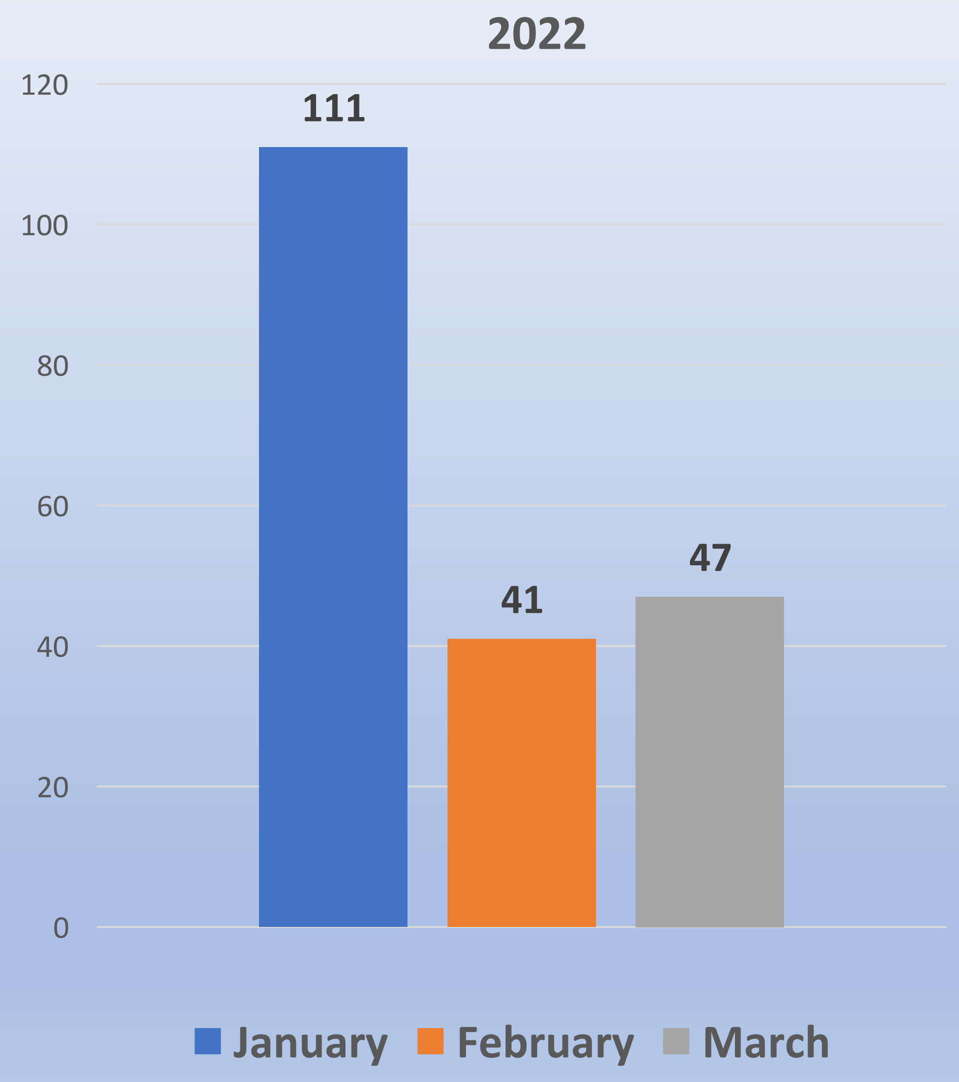
Notable Activities

- In the County Island (Rush St.)
  - Illegal Food Vendor (staff performing end of shift sweeps)
  - Illegal Dispensary

- FREE COMPOST Residents Only
- Saturday May 14th - 8:00A -12:00P
- Location: 1459 Santa Anita Avenue

Athens Bulky Comparison





City Council Agenda Report
Agenda Item No. 7.a.

DATE: April 26, 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 APRIL 12, 2022

SUMMARY: Staff is requesting approval of Minutes for the April 12, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of April 12, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 12, 2022 - 6:00 PM

1. ROLL CALL

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

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

STAFF PRESENT: Rachel Barbosa, City Manager; Anthony R. Taylor, City Attorney (via zoom during Closed Session); Christy Lopez, Assistant City Attorney; Donna G. Schwartz, City Clerk; Rene Salas, Deputy City Manager; Colby Cataldi, Community Development Director; Jayson Perez, Community Services Coordinator; and Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Councilmember Hector Delgado led the Pledge of Allegiance.

3. INVOCATION – Mayor Gloria Olmos offered the Invocation.

4. PRESENTATIONS: None.

4.a. Mayor Olmos read a proclamation proclaiming April 2022 as Autism Acceptance Month. Andy Kopito, Autism Society of Los Angeles, thanked the City Council for the proclamation.

4.b. Mayor Olmos read a proclamation proclaiming April 2022 as Donate Life Month. Allen Jolley, One Legacy Ambassador, thanked the City Council for the proclamation.

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

Mayor Olmos requested General Business Item 9.d. be tabled.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado, to approve the agenda as amended, tabling item 9.d. 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 Mayor Pro Tem Acosta, seconded by Councilmember Delgado to approve the Consent Calendar. Motion carried 5-0 by the following vote:

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

7.a. Approved Minutes for the Regular City Council Meeting held March 22, 2022.

7.b. Adopted Resolution No. 22-22, approving warrants for the period of March 23, 2022, through April 12, 2022, totaling $988,027.67

7.c. Adopted Resolution No. 22-23, 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 April 12, 2022 through May 12, 2022.

7.d. Received and filed the City of South El Monte Housing Element Annual Progress Report.

7.e. Received and filed the agencies considered as survey cities for the classification and compensation study.

8. PUBLIC HEARINGS:

8.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-24, ADOPTING A MITIGATED NEGATIVE DECLARATION, MITIGATION MONITORING AND REPORTING PROGRAM, AND GENERAL PLAN AMENDMENT, RESOLUTION 22-25, ADOPTING A SPECIFIC PLAN, AND FIRST READING OF ORDINANCE NO. 1258 FOR A PROPOSED ZONE CHANGE

Mayor Olmos announced the item.

Community Development Director Colby Cataldi introduced Assistant Planner Ian McAleese who presented the staff report and a PowerPoint presentation on the Starlite Specific Plan and noted the correct number of affordable units are 15 moderate income, 3 low income, and 3 very low income units.

Haggai Mazler, representing the applicant KB Home Greater Los Angeles Inc., presented a PowerPoint on the Starlite Community.

Discussion ensued among City Council, Community Development Director Colby Cataldi, and Mr. Mazler regarding the period of time for selling the low and very low-income units before they move up to the next affordability level, the developer fees, and working with the developer to name some of the streets.

At 7:26 p.m. Councilmember Angel left the meeting.

At 7:28 p.m. Councilmember Angel rejoined the meeting.

Mayor Olmos opened public comment.

Public Comment

1. Don Cole, Cole Lighting, spoke in support of the Starlite development project, located behind his business, and voiced concern with his trucks not being able to pull in or out of the business driveway if they aren't able to utilize the Starlite property to turn around.

There being no further comment, Mayor Olmos closed public comment.

Assistant City Attorney Christy Lopez read the title of the ordinance and clarified the motion to include an amendment to Condition of Approval 21 to include a one-year period of time to find a qualified buyer for the low and very low income units before they move up to the next affordability level, and to have the streets named by City Council.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel, to amend Condition of Approval 21 to include a one-year period of time, commencing upon completion of the unit, to find a qualified buyer for the low and very low income units before they move up to the next affordability level, have the streets named by City Council, and to:

1. Adopt Resolution No. 22-24, adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and General Plan Amendment;
2. Adopt Resolution No. 22-25 adopting a Specific Plan;
3. Waive first reading and introduce Ordinance No. 1258, amending the zoning designation for properties located at 2540 Rosemead Boulevard (APN 8102-037-020), 2559 and 2603 Chico Avenue (APNs 8102-037-017 and 8102-037-024, respectively), and APN 8102-037-022; and
4. Set said ordinance for adoption at the next regular city council meeting

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

8.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-26, APPROVING AN APPLICATION FOR CONDITIONAL USE PERMIT (CUP NO. 21-11) ALLOWING FOR A TYPE 47 LICENSE FOR ON-SALE OF BEER, WINE, AND DISTILLED SPIRITS IN CONJUNCTION WITH A BONA FIDE EATING ESTABLISHMENT IN A RESTAURANT EXPANSION AND OPERATING LIVE ENTERTAINMENT AT 2327 ROSEMEAD BOULEVARD AND OPERATING AS MARISCOS SAN ISIDRO

Mayor Olmos announced the item.

Community Development Director Colby Cataldi introduced Assistant Planner Ian McAleese who presented the staff report and a PowerPoint presentation. Community Development Director Colby Cataldi announced that Eduardo Guzman, applicant, was available to answer questions.

Discussion ensued among City Council, Community Development Director Colby Cataldi, and Mr. Guzman in regard to previous citations the business had received and granting the CUP for a Type 47 License.

Assistant City Attorney Christy Lopez noted a correction to the resolution number on the agenda from Resolution No. 21-52 and should be Resolution No. 22-26.

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

A motion was made by Councilmember Delgado, seconded by Councilmember Angel, to adopt Resolution No. 22-26, approving the decision of the Planning Commission to approve CUP 21-11. Motion carried 5-0 by the following vote:

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

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-27, AWARDING CONSTRUCTION CONTRACT TO GRIGOLLA & SONS CONSTRUCTION CO., INC. FOR THE FERN STREET SIDEWALK INSTALLATION PROJECT

Mayor Olmos announced the item.

Community Development Director Colby Cataldi presented the staff report.

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

1. Adopt and approve the plans and specifications for the Fern Street Sidewalk Installation Project;
2. Adopt Resolution No. 22-27, awarding the Fern Street Sidewalk Installation Project contract to Grigolla & Sons Construction Co., Inc. in the amount of $67,450; and
3. Approve a 15% contingency amount of $10,117.50 for a total project construction budget amount not to exceed $77,567.50.

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 FOR AUTHORIZATION TO SEEK REQUEST FOR PROPOSALS (RFP) FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS

Mayor Olmos announced the item.

Community Development Director Colby Cataldi presented the staff report.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Retamoza to approve an RFP for design services for traffic signal improvements at various signalized intersections (HSIP Cycle 9 project) and authorize staff to solicit proposals. 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.c. AUTHORIZATION FOR STAFF DEVELOPMENT AND TEAM BUILDING EVENT

Mayor Olmos announced the item.

Deputy City Manager Rene Salas presented the staff report.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Retamoza to approve a budget adjustment of $3,905.75 from Fund Balance to add to the Employee Recognition Budget account number 01-100-1050-5940 to fund a Staff Development & Team Building event on Saturday, April 30, 2022. 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.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-28, APPROVING A PRIVATE PLACEMENT LEASE FINANCING TO PAY OFF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM UNFUNDED PENSION OBLIGATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A LEASE AGREEMENT, AND AUTHORIZING OTHER MATTERS RELATING TO THIS FINANCING TRANSACTION

Item was tabled under Approval of Agenda.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the State of the City, T-Ball Opening Day Ceremony, Hilda Solis' Cesar Chavez Day of Service event, 7-Eleven Grand Opening, City's Bike Ride, and Water Aerobics Class.

Councilmember Retamoza announced her attendance at the State of the City and the Rush Street and Rosemead Boulevard Enhancement Plans Ad Hoc Committee meeting.

Councilmember Delgado announced his attendance at the State of the City, Little League Opening Day, and Vet Care Vaccination Clinic.

Councilmember Angel announced his attendance at the State of the City, 7-Eleven Grand Opening, Senor's Easter Drive-Thru, Hilda Solis' Cesar Chavez Day of Service event, T-Ball Opening Day Ceremony, and Little League Opening Day.

Mayor Olmos announced her attendance at the State of the City, T-Ball Opening Day Ceremony Hilda Solis' Cesar Chavez Day of Service event, 7-Eleven Grand Opening, City's Bike Ride, Little League Opening Day, Rush Street and Rosemead Boulevard Enhancement Plans Ad Hoc Committee meeting, announced Greater El Monte Hospital received an award, and SEAACA still has adoption opportunities.

11. CORRESPONDENCE:

11.a. LETTER FROM SOUTH EL MONTE HIGH SCHOOL BOYS BASKETBALL TEAM REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE COMMUNITY CENTER AMPHITHEATER

Mayor Olmos announced the item.

Deputy City Manager Rene Salas introduced Recreation Coordinator Jayson Perez who presented the staff report.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve the facility reservation fee waiver requested by the South El Monte High School Boys Basketball Team in the amount of $1,412.46. Motion carried 5-0 by the following vote:

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

12. COUNCILMEMBERS' AGENDA:

12.a. Councilmember Hector Delgado

1. City Council Consideration of Signing Support Letter to Continue to Recruit and Retain Deputy Sheriffs in Los Angeles County.

Councilmember Delgado requested City Council consider signing a letter in support of hiring more deputies and have it sent to the Los Angeles County Board of Supervisors and stated that public safety is a priority in the community. Council concurred.

Mayor Olmos invited the public to attend the City's Easter Breakfast on Saturday, April 16th and An Evening with the Captain on May 18th.

13. CLOSED SESSION:

At 8:42 p.m. Assistant City Attorney Christy Lopez recessed Council into closed session.

13.a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(4) – [One case]

13.b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9 – [One case]

Huerta v. City of South El Monte, Workers Compensation Appeals Board Case No. ADJ9947815

13.b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957

Title: City Manager

At 10:19 p.m. Mayor Olmos reconvened to open session.

City Attorney Anthony R. Taylor announced City Council discussed items 13.a., 13.b. and 13.c. No action taken, nothing to report.

14. ADJOURNMENT

There being no further business coming before this body, at 10:20 p.m. Mayor Olmos adjourned the meeting in memory of Maria S. Rivas, mother of Daniel Gutierrez, cofounder of South El Monte Swap meet, to a regular meeting on Tuesday, April 26, 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: April 26, 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. 22-28, APPROVING WARRANTS FOR THE PERIOD OF APRIL 13, 2022, THROUGH APRIL 26, 2022

SUMMARY: Authorizing payment of City expenditures for the period of April 13, 2022 through April 26, 2022 totaling $472,118.96

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-28, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Resolution No. 22-28
B. Warrants

RESOLUTION NO. 22-28

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE PERIOD OF APRIL 13, 2022 THROUGH APRIL 26, 2022, TOTALING $472,118.96

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.

	CLAIMANT	CLAIM PERIOD	WARRANT #'S	AMOUNT
FY 21/22	Electronic Warrants	04/13/2022-04/26/2022	DFT0000072-DFT0000077	$6,869.11
FY 21/22	Hand Typed Warrants	04/13/2022-04/26/2022	10102	$5,409.52
FY 21/22	Regular Warrants	04/13/2022-04/26/2022	10103-10170	$195,627.54
Payroll	Check	PPE 04/02/2022	1007-1012	$5,349.90
Payroll	Direct Deposit	PPE 04/02/2022	1105-1205	$125,639.85
Payroll	Check	PPE 04/16/2022	1013-1019	$11,343.54
Payroll	Direct Deposit	PPE 04/16/2022	1206-1299	$121,879.50

TOTAL EXPENDITURES RESOLUTION NO. 22-28 $472,118.96

PASSED, APPROVED, AND ADOPTED this 26th day of April 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. 22-28, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of April 2022, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Donna G. Schwartz, City Clerk

South El Monte, CA

Warrant Register

Council Meeting of 4/26/2022

Payment Dates 4/13/2022 - 4/26/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01019 -					
01.0130.1330.5215	ADVANCED MICROCOMPUTING	10103	04/26/2022	APR'22 CLOUD SVCS #505	750.00
01.0130.1330.5215	ADVANCED MICROCOMPUTING	10103	04/26/2022	APR'22 OFFICE 365	3,550.80
01.0130.1330.5215	ADVANCED MICROCOMPUTING	10103	04/26/2022	APR'22 MANAGED SVCS	11,340.00
			Vendor DBA VEN01019 - ADVANCED MICROCOMPUTING CONCEPTS,IN Total:		**15,640.80**
Vendor DBA: VEN01919 -					
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 3.1	727.57
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 1.3	110.11
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 1.3 RETENTION	-11.01
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 2.1 RETENTION	-71.57
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 3.1 RETENTION	-72.76
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 2.1	715.67
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 1.3 RETENTION	-84.99
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 3.1 RETENTION	-561.57
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 3.1	5,615.68
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 2.1	5,523.83
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 1.3	849.89
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10104	04/26/2022	1/31-2/26 TASK 2.1 RETENTION	-552.38
			Vendor DBA VEN01919 - ALTA PLANNING + DESIGN, INC. Total:		**12,188.47**
Vendor DBA: VEN01041 -					
01.0170.1740.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	"EMPLOYEE'S ONLY" SIGNS	139.22
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	BLANK AP CHECK	34.17
17.0900.9020.6025	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	DOE PROJECT SUP	53.04
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	PW POLO SHIRTS	22.03
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	OFFICE CHAIR CUSHION	66.58
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	COUNCIL OFFICE SUPPLIES	113.05
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	OFFICE SUPPLIES	102.70
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	OFFICE SUPPLIES	135.00
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	DEPT SUPPLIES	51.21
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	EVT BULLETIN BOARD SUP	284.50
01.0160.1670.5520	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	BASEBALL FIELD TOOLS	458.95
01.0170.1720.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	OFFICE SUPPLIES	186.37
01.0170.1760.6025	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	ALLEYS CAMERAS	485.67
01.0170.1720.5520	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	IPHONE CASE/SCREEN PROTECT	45.54
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	RAIN GEARS	76.41
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	DEPT OFFICE SUPPLIES	45.23
01.0150.1530.6020	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	DINING RM TABLE NO.	234.83
01.0170.1710.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	PRIME MEMBERSHIP	550.15
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	EASTER INFLATABLE	88.19
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	RAIN GEAR RETURN	-52.48
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	OFFICE CHAIR CUSHION	38.58
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	DINING TABLE DECOR	172.98
01.0170.1720.5406	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	YARD CLOCK	22.70
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	POOL CLOCK	60.90
02.0170.1760.5540	AMAZON CAPITAL SERVICES, INC	10105	04/26/2022	ST/SIDEWALK RPR TOOLS	544.71
			Vendor DBA VEN01041 - AMAZON CAPITAL SERVICES, INC Total:		**3,960.23**
Vendor DBA: VEN01938 -					
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10106	04/26/2022	UNIFORM SHIRTS	32.52
			Vendor DBA VEN01938 - ARAMARK UNIFORM SERVICES, INC Total:		**32.52**
Vendor DBA: VEN01061 -					
01.0130.1330.5215	AT&T	10107	04/26/2022	2/28-3/27 BAN 1034753	25.17
01.0130.1330.5215	AT&T	10107	04/26/2022	3/2-4/1 BAN 1034750	25.72
01.0130.1330.5215	AT&T	10107	04/26/2022	3/6-4/5 BAN 1034754	50.34

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0130.1330.5215	AT&T	10107	04/26/2022	3/7-4/6 BAN 1034746	25.17
01.0130.1330.5215	AT&T	10107	04/26/2022	3/7-4/6 BAN 1034747	25.72
01.0130.1330.5215	AT&T	10107	04/26/2022	3/7-4/6 BAN 1034748	25.17
01.0130.1330.5215	AT&T	10107	04/26/2022	3/7-4/6 BAN 1034751	28.37
01.0130.1330.5215	AT&T	10107	04/26/2022	3/10-4/9 BAN 1051741	436.25
01.0130.1330.5215	AT&T	10107	04/26/2022	3/12-4/11 BAN 1067917	25.17
				Vendor DBA VEN01061 - AT&T Total:	**667.08**
Vendor DBA: VEN01065 -					
02.0170.1760.5550	ATHENS SERVICES	10108	04/26/2022	APR'22 SWEEPER SVCS	5,831.83
				Vendor DBA VEN01065 - ATHENS SERVICES Total:	**5,831.83**
Vendor DBA: VEN01066 -					
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#97 RPLC FUEL PUMP	157.46
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#97 RPLC WATER PUMP	78.49
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#97 WATER PUMP CREDIT	-78.49
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#97 RPLC REAR TAIL	86.41
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#28 RPLC AIR FILTER, LUBE OIL	77.31
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#21 MINOR SVCS, RPLC ENGINE OIL	51.93
44.0800.8010.5525	AUTOZONE	10109	04/26/2022	#21 FILTER RETURN	-11.62
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	BS2 RPLC +/- TERMINALS	46.07
01.0170.1770.5525	AUTOZONE	10109	04/26/2022	#25 OIL FILTER, ENGINE OIL	58.60
44.0800.8010.5525	AUTOZONE	10109	04/26/2022	#16 ENGINE OIL, OIL FILTER	87.05
44.0800.8010.5525	AUTOZONE	10109	04/26/2022	#24 OIL/AIR FILTER, ROTORS	254.67
				Vendor DBA VEN01066 - AUTOZONE Total:	**807.88**
Vendor DBA: VEN01071 -					
01.0170.1750.5505	B&M LAWN & GARDEN CENTER	10110	04/26/2022	MOWER RPR PARTS	293.44
				Vendor DBA VEN01071 - B&M LAWN & GARDEN CENTER Total:	**293.44**
Vendor DBA: VEN01078 -					
01.0170.1020.5515	BASE HILL, INC.	10111	04/26/2022	MAR'22 JANITORIAL SVCS	7,339.00
01.0170.1720.5515	BASE HILL, INC.	10111	04/26/2022	MAR'22 DISINFECT #505	17,800.00
				Vendor DBA VEN01078 - BASE HILL, INC. Total:	**25,139.00**
Vendor DBA: VEN01452 -					
01.0151.1542.5952	BEN LIRA	10112	04/26/2022	BOXING SHOW VEHICLE REIMBURSE	285.76
				Vendor DBA VEN01452 - BEN LIRA Total:	**285.76**
Vendor DBA: VEN01091 -					
01.0170.1770.5525	BEST FORKLIFT SERVICES, INC.	10113	04/26/2022	FORKLIFT REPAIRS	2,489.82
				Vendor DBA VEN01091 - BEST FORKLIFT SERVICES, INC. Total:	**2,489.82**
Vendor DBA: VEN01094 -					
01.0170.1750.5520	BISHOP CO.	10114	04/26/2022	LANDSCAPE DEPT TOOLS	328.38
				Vendor DBA VEN01094 - BISHOP CO. Total:	**328.38**
Vendor DBA: VEN01107 -					
01.0151.1541.5956	BSN SPORTS	10115	04/26/2022	T-BALL UNIFORMS	2,495.27
01.0151.1541.5956	BSN SPORTS	10115	04/26/2022	T-BALL UNIFORMS	17.09
01.0151.1541.5956	BSN SPORTS	10115	04/26/2022	T-BALL UNIFORMS	34.18
				Vendor DBA VEN01107 - BSN SPORTS Total:	**2,546.54**
Vendor DBA: VEN01125 -					
01.0130.1330.5215	CALIFORNIA COMMUNICATIONS	10116	04/26/2022	9/8-3/8 SURVEILLANCE/CHALL	1,965.60
01.0130.1330.5215	CALIFORNIA COMMUNICATIONS	10116	04/26/2022	9/8-3/7 SURVEILLANCE/CCTR	2,527.68
01.0130.1330.5215	CALIFORNIA COMMUNICATIONS	10116	04/26/2022	9/8-3/8 SURVEILLANCE/MCTR	1,518.54
01.0130.1330.5215	CALIFORNIA COMMUNICATIONS	10116	04/26/2022	9/8-3/8 SURVEILLANCE/PARKS	2,616.96
				Vendor DBA VEN01125 - CALIFORNIA COMMUNICATIONS Total:	**8,628.78**
Vendor DBA: VEN01135 -					
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000072	04/13/2022	PPE 4/2/22 PLAN 27216	258.52
				Vendor DBA VEN01135 - CALPERS RETIREMENT Total:	**258.52**
Vendor DBA: VEN01151 -					
01.0170.1770.5525	CART MART INC	10117	04/26/2022	P-3 RPLC COW COVER	448.08
				Vendor DBA VEN01151 - CART MART INC Total:	**448.08**

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01957 -					
01.0000.0000.4554	CHRISTINA CARRILLO	10118	04/26/2022	4/3 MVD DEPOSIT RFND	50.00
				Vendor DBA VEN01957 - CHRISTINA CARRILLO Total:	**50.00**
Vendor DBA: VEN01185 - COMMERCIAL AQUATIC SVCS., INC.					
01.0160.1640.5425	THE ILLINI COMPANIES, INC	10159	04/26/2022	3/29 CHEMICAL DELIVERY	233.17
01.0160.1640.5425	THE ILLINI COMPANIES, INC	10159	04/26/2022	4/5 CHEMICAL DELIVERY	233.17
01.0160.1640.5425	THE ILLINI COMPANIES, INC	10159	04/26/2022	4/6 CHEMICAL DELIVERY	255.36
				Vendor DBA VEN01185 - COMMERCIAL AQUATIC SVCS., INC. Total:	**721.70**
Vendor DBA: VEN01906 -					
01.0170.1770.6020	DEERE & COMPANY	10119	04/26/2022	2022 JOHN DEERE GATOR	13,996.27
				Vendor DBA VEN01906 - DEERE & COMPANY Total:	**13,996.27**
Vendor DBA: VEN01618 -					
01.0151.1542.5952	DELILAH PONCE	10120	04/26/2022	BOXING SHOW OFFICIALS	450.00
				Vendor DBA VEN01618 - DELILAH PONCE Total:	**450.00**
Vendor DBA: VEN01322 -					
01.0100.1050.5938	DIANNA GOMEZ	10121	04/26/2022	EDUCATION REIMBURSE	2,472.26
				Vendor DBA VEN01322 - DIANNA GOMEZ Total:	**2,472.26**
Vendor DBA: VEN01244 -					
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10122	04/26/2022	3/31 MILK/BREAD NUTR PRGM	153.53
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10122	04/26/2022	3/31 MILK/BREAD NUTR PRGM	17.05
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10122	04/26/2022	4/4 MILK NUTR PRGM	163.00
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10122	04/26/2022	4/4 MILK NUTR PRGM	18.10
				Vendor DBA VEN01244 - DRIFTWOOD DAIRY, INC Total:	**351.68**
Vendor DBA: VEN01249 -					
44.0800.8010.5525	DWS TIRES	10123	04/26/2022	#16 RPLC REAR TIRE	241.75
				Vendor DBA VEN01249 - DWS TIRES Total:	**241.75**
Vendor DBA: VEN01254 -					
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	10124	04/26/2022	NOV'21 PEST CTRL-SCTR	261.83
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	10124	04/26/2022	MAR'22 PEST CTRL-YARD	144.14
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	10124	04/26/2022	MAR'22 PEST CTRL-CCTR	69.18
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	10124	04/26/2022	MAR'22 PEST CTRL-CHALL	194.39
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	10124	04/26/2022	MAR'22 PEST CTRL-SCTR	272.30
				Vendor DBA VEN01254 - ECOLAB PEST ELIM. DIVISION Total:	**941.84**
Vendor DBA: VEN01277 -					
01.0160.1650.5520	EWING IRRIGATION	10125	04/26/2022	NOZZLE/NTP	81.13
01.0170.1750.5505	EWING IRRIGATION	10125	04/26/2022	WATER HOSE SPLITER/PARTS	105.23
01.0170.1750.5520	EWING IRRIGATION	10125	04/26/2022	RAINBIRD HOSE SWIVELS CREDIT	-470.08
01.0170.1750.5520	EWING IRRIGATION	10125	04/26/2022	RAINBIRD HOSE SWIVELS	437.75
01.0170.1750.5520	EWING IRRIGATION	10125	04/26/2022	STOCK & DIGGING TOOLS	278.43
01.0160.1640.5520	EWING IRRIGATION	10125	04/26/2022	POOL PLANTERS RPR	519.95
01.0160.1670.5520	EWING IRRIGATION	10125	04/26/2022	IRRIGATION RPR/MVD	171.73
				Vendor DBA VEN01277 - EWING IRRIGATION Total:	**1,124.14**
Vendor DBA: VEN01937 -					
13.0500.5010.6010	FORD OF MONTEBELLO	10126	04/26/2022	PUBLIC SAFETY VEHICLE	32,280.00
				Vendor DBA VEN01937 - FORD OF MONTEBELLO Total:	**32,280.00**
Vendor DBA: VEN01313 -					
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10127	04/26/2022	EQUIP PARTS, BAR & CHAIN OIL	121.22
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10127	04/26/2022	ENGINE OIL, SPARK PLUGS	305.42
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10127	04/26/2022	RPLC FRAME, HANDLE, ENGINE OIL	167.49
				Vendor DBA VEN01313 - GARVEY EQUIPMENT COMPANY Total:	**594.13**
Vendor DBA: VEN01238 -					
01.0150.1510.5204	GERARDO DIAZ	10128	04/26/2022	APR'22 COMM SVCS MTG	100.00
				Vendor DBA VEN01238 - GERARDO DIAZ Total:	**100.00**
Vendor DBA: VEN01347 -					
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	KEY RINGS & KEYS	23.93
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	DRINKING FOUTAIN SUP	56.88

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1740.5406	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	TRASH COLLECTOR, DISPOS BOOTS	112.15
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	SCREWS, NUTS & BOLTS	8.14
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	CART FUSE	52.77
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	POWER STRIP	16.49
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	TOUCH UP MARKERS	15.38
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	CMP CAP/YARD	5.92
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	10129	04/26/2022	CHALL RESTROOM KEYS	23.28
				Vendor DBA VEN01347 - GRANT'S TRUE VALUE HARDWARE Total:	**314.94**
Vendor DBA: VEN01964 -					
01.0150.1510.5204	HORTENCIA VASQUEZ	10130	04/26/2022	APR'22 COMM SVCS MTG	100.00
				Vendor DBA VEN01964 - HORTENCIA VASQUEZ Total:	**100.00**
Vendor DBA: VEN01391 -					
06.0300.3010.5215	HUNTINGTON CULINARY	10131	04/26/2022	3/29-3/31 FRZN MEALS	5,916.75
06.0300.3020.5215	HUNTINGTON CULINARY	10131	04/26/2022	3/29-3/31 FRZN MEALS	169.40
				Vendor DBA VEN01391 - HUNTINGTON CULINARY Total:	**6,086.15**
Vendor DBA: VEN01396 -					
01.0170.1770.5525	INDUSTRIAL CLEANING SYSTEMS,	10132	04/26/2022	RPLC ELEC IGNITOR, FUEL FILTER	313.50
				Vendor DBA VEN01396 - INDUSTRIAL CLEANING SYSTEMS, INC. Total:	**313.50**
Vendor DBA: VEN01022 -					
01.0150.1510.5204	INGRID AGUILAR	10133	04/26/2022	APR'22 COMM SVCS MTG	100.00
				Vendor DBA VEN01022 - INGRID AGUILAR Total:	**100.00**
Vendor DBA: VEN01398 -					
01.0170.1710.5520	INNER-COOL CORP	10134	04/26/2022	3/29 AC PREVENTIVE MTNC	680.00
				Vendor DBA VEN01398 - INNER-COOL CORP Total:	**680.00**
Vendor DBA: VEN01026 -					
01.0150.1510.5204	ISRAEL ALACIO	10135	04/26/2022	APR'22 COMM SVCS MTG	100.00
				Vendor DBA VEN01026 - ISRAEL ALACIO Total:	**100.00**
Vendor DBA: VEN01403 -					
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE	DFT0000073	04/13/2022	APR'22 TRACTOR LEASE	1,694.67
				Vendor DBA VEN01403 - JCB FINANCE, PROG. BANK OF THE WEST Total:	**1,694.67**
Vendor DBA: VEN01404 -					
02.0170.1760.5540	JCL TRAFFIC SERVICES	10136	04/26/2022	SIGN BRACKETS	675.83
				Vendor DBA VEN01404 - JCL TRAFFIC SERVICES Total:	**675.83**
Vendor DBA: VEN01958 -					
01.0000.0000.4508	JIN JUAN XIAM	10137	04/26/2022	SPRING CAMP REFUND	100.00
				Vendor DBA VEN01958 - JIN JUAN XIAM Total:	**100.00**
Vendor DBA: VEN01927 -					
01.0150.1540.5210	LAUREN HERNANDEZ	10138	04/26/2022	MAR'22 ZUMBA CLASS	168.00
				Vendor DBA VEN01927 - LAUREN HERNANDEZ Total:	**168.00**
Vendor DBA: VEN01436 -					
01.0160.1620.5520	LBC LIGHTING	10139	04/26/2022	GAZEBO LIGHTS/SCTR	411.46
				Vendor DBA VEN01436 - LBC LIGHTING Total:	**411.46**
Vendor DBA: VEN01443 -					
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	10140	04/26/2022	POOL CHEMICALS	242.58
				Vendor DBA VEN01443 - LESLIE'S POOL SUPPLIES INC. Total:	**242.58**
Vendor DBA: VEN01446 -					
01.0170.1740.5406	LIBERTY FLAG & SPECIALTY CO.	10141	04/26/2022	6 USA FLAGS	439.35
				Vendor DBA VEN01446 - LIBERTY FLAG & SPECIALTY CO. Total:	**439.35**
Vendor DBA: VEN01959 -					
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	10142	04/26/2022	#17 INSTALL LINE-X BED LINER	646.00
				Vendor DBA VEN01959 - LINE X PROTECTIVE COATINGS Total:	**646.00**
Vendor DBA: VEN01960 -					
01.0170.1770.5525	LU'S LIGHTHOUSE, INC.	10143	04/26/2022	K-1 MULE MINI LIGHTS	369.58
				Vendor DBA VEN01960 - LU'S LIGHTHOUSE, INC. Total:	**369.58**

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01496 -					
01.0160.1650.5520	MCMASTER-CARR SUPPLY CO.	10144	04/26/2022	20 PADLOCKS/NTP	252.96
			Vendor DBA VEN01496 - MCMASTER-CARR SUPPLY CO. Total:		**252.96**
Vendor DBA: VEN01545 -					
01.0170.1770.5525	NAPA AUTO PARTS	10145	04/26/2022	BSII RPLC FILTER	40.33
44.0800.8010.5525	NAPA AUTO PARTS	10145	04/26/2022	#21 RPLC AIR FILTER	23.51
			Vendor DBA VEN01545 - NAPA AUTO PARTS Total:		**63.84**
Vendor DBA: VEN01554 - NBS GOVERNMENT FINANCE GROUP					
01.0130.1310.5215	NBS	10146	04/26/2022	MAR'22 CONSULTING SVCS	660.00
			Vendor DBA VEN01554 - NBS GOVERNMENT FINANCE GROUP Total:		**660.00**
Vendor DBA: VEN01198 -					
01.0140.1440.5273	NEFTALI CORTEZ	10147	04/26/2022	MAR'22 FORECLOSURE SVCS	460.00
			Vendor DBA VEN01198 - NEFTALI CORTEZ Total:		**460.00**
Vendor DBA: VEN01564 -					
01.0120.1210.5406	OFFICE DEPOT	10148	04/26/2022	OFFICE SUPPLIES	93.54
01.0120.1210.5406	OFFICE DEPOT	10148	04/26/2022	DEPT SUPPLIES	20.93
			Vendor DBA VEN01564 - OFFICE DEPOT Total:		**114.47**
Vendor DBA: VEN01621 -					
01.0170.1740.6025	POST ALARM SYSTEMS	10102	04/20/2022	ALARM UPGRADE DEPOSIT/YARD	985.61
01.0170.1740.6025	POST ALARM SYSTEMS	10102	04/20/2022	CAMERA INSTALL DEPOSIT/YARD	3,634.92
01.0170.1710.6025	POST ALARM SYSTEMS	10102	04/20/2022	ALARM UPGRADE DEPOSIT/CHALL	788.99
01.0160.1610.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-CCTR	41.21
01.0160.1620.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-SCTR	41.21
01.0160.1630.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-MCTR	41.21
01.0160.1640.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-AQUA	41.21
01.0160.1650.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-NTP	41.21
01.0160.1670.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-MVD	41.21
01.0170.1710.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-CHALL	41.21
01.0170.1720.5520	POST ALARM SYSTEMS	10149	04/26/2022	MAY'22 ALARM SVCS-YARD	41.21
			Vendor DBA VEN01621 - POST ALARM SYSTEMS Total:		**5,739.20**
Vendor DBA: VEN01622 -					
01.0100.1040.5916	POSTMASTER	10150	04/26/2022	FY22/23 NEWSLETTER POSTAGE	19,200.00
			Vendor DBA VEN01622 - POSTMASTER Total:		**19,200.00**
Vendor DBA: VEN01654 -					
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	10151	04/26/2022	MAR'22 BUS PASSES	196.00
			Vendor DBA VEN01654 - REGIONAL TAP SERVICE CENTER Total:		**196.00**
Vendor DBA: VEN01693 -					
01.0170.1750.5520	SAKAIDA NURSERY	10152	04/26/2022	TREES & SHRUBS/MVD & POOL	324.36
01.0170.1750.5520	SAKAIDA NURSERY	10152	04/26/2022	PLANTS FOR MVD	377.28
02.0170.1760.5540	SAKAIDA NURSERY	10152	04/26/2022	MEDIAN PLANTS & TREE	594.25
			Vendor DBA VEN01693 - SAKAIDA NURSERY Total:		**1,295.89**
Vendor DBA: VEN01728 -					
01.0130.1310.5280	SECTRAN SECURITY INC.	10153	04/26/2022	APR'22 ARMORED SVCS	169.04
			Vendor DBA VEN01728 - SECTRAN SECURITY INC. Total:		**169.04**
Vendor DBA: VEN01748 -					
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	ASPHALT PATCH/PALLET MIX	472.04
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	CHLORIDE/RED LUMBER CRAYON	56.61
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	CONCRETE MIX, SAND	341.00
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	LUMBER CRAYONS	4.19
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	SAND FOR SAND BLASTER	56.12
02.0170.1760.5962	SOUTHEAST CONSTRUCTION	10154	04/26/2022	MAKITA BLADE	79.93
02.0170.1760.5962	SOUTHEAST CONSTRUCTION	10154	04/26/2022	HAMMERS, HAND SAW	269.23
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	POWER WASHER SAND	4.85
02.0170.1760.6020	SOUTHEAST CONSTRUCTION	10154	04/26/2022	SLEDGE HAMMERS	88.53
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	SPEC MIX & CEMENT	67.91
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	ACRYLIC BONDER	56.72
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	RUBBER CAP, CREWDRIVER, ETC.	104.52

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	CALDER COUPING/PIPE	25.52
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	ASPHALT PATCH & PALLET MIX	567.85
02.0170.1760.5540	SOUTHEAST CONSTRUCTION	10154	04/26/2022	CONCRETE DRAIN BOX	104.47
01.0160.1610.5520	SOUTHEAST CONSTRUCTION	10154	04/26/2022	VALVE BOX SEWER COVER	47.41
				Vendor DBA VEN01748 - SOUTHEAST CONSTRUCTION PRODUCTS,INC Total:	**2,346.90**
Vendor DBA: VEN01749 -					
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000074	04/13/2022	2/15-3/16 1530 CENTRAL	1,806.03
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000075	04/13/2022	2/15-3/16 1556 CENTRAL	961.27
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000076	04/13/2022	2/9-3/31 STREET LIGHTS	2,118.13
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000077	04/13/2022	2/22-3/22 9465 GARVEY	30.49
				Vendor DBA VEN01749 - SOUTHERN CALIFORNIA EDISON Total:	**4,915.92**
Vendor DBA: VEN01757 -					
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10155	04/26/2022	MAR'22 MTNC TRAFFIC	771.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10155	04/26/2022	NIGHT TRAFFIC SIGNAL MTNC	1,741.82
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10155	04/26/2022	MAR'22 CALLOUT SIGNAL	2,453.00
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10155	04/26/2022	TYLER/KLINGERMAN POLE RPR	524.00
				Vendor DBA VEN01757 - ST. FRANCIS ELECTRIC, LLC Total:	**5,489.82**
Vendor DBA: VEN01768 -					
01.0170.1770.5525	SUNBELT RENTALS, INC.	10156	04/26/2022	3/14-4/10 CART RENTAL	644.82
				Vendor DBA VEN01768 - SUNBELT RENTALS, INC. Total:	**644.82**
Vendor DBA: VEN01771 -					
36.0360.3600.5976	SUPERIOR WAREHOUSE GROCERS	10157	04/26/2022	HOMELESS PRGM FOOD	205.72
36.0360.3600.5976	SUPERIOR WAREHOUSE GROCERS	10157	04/26/2022	HOMELESS PRGM FOOD	198.65
				Vendor DBA VEN01771 - SUPERIOR WAREHOUSE GROCERS Total:	**404.37**
Vendor DBA: VEN01775 -					
01.0151.1543.5952	SYSCO FOOD SERVICES OF LOS	10158	04/26/2022	EASTER PANCAKE BRKFST	840.94
				Vendor DBA VEN01775 - SYSCO FOOD SERVICES OF LOS ANGELES Total:	**840.94**
Vendor DBA: VEN01288 -					
01.0130.1310.5215	TRUSAIC	10160	04/26/2022	APR'22 ACA MONTHLY	1,020.00
				Vendor DBA VEN01288 - TRUSAIC Total:	**1,020.00**
Vendor DBA: VEN01961 -					
01.0130.1310.5406	TYLER BUSINESS FORMS	10161	04/26/2022	CHECK STOCK	177.09
				Vendor DBA VEN01961 - TYLER BUSINESS FORMS Total:	**177.09**
Vendor DBA: VEN01949 -					
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	10162	04/26/2022	3/21-3/25 PERSONNEL GO-LIVE	4,940.00
				Vendor DBA VEN01949 - TYLER TECHNOLOGIES, INC Total:	**4,940.00**
Vendor DBA: VEN01944 -					
01.0110.1170.5966	VICTORIA MORA	10163	04/26/2022	3/23-4/12 MILEAGE REIMBURSE	125.19
				Vendor DBA VEN01944 - VICTORIA MORA Total:	**125.19**
Vendor DBA: VEN01962 -					
01.0000.0000.4554	VIRIDIANA RODRIGUEZ	10164	04/26/2022	4/2 MVD DEPOSIT RFND	50.00
				Vendor DBA VEN01962 - VIRIDIANA RODRIGUEZ Total:	**50.00**
Vendor DBA: VEN01855 -					
01.0170.1710.5520	WATER CHEMISTS,DIV. OF CCI	10165	04/26/2022	MAR'22 H2O TREATMENT	200.00
				Vendor DBA VEN01855 - WATER CHEMISTS,DIV. OF CCI CHEMICAL Total:	**200.00**
Vendor DBA: VEN01858 -					
01.0170.1740.5515	WAXIE SANITARY SUPPLY	10166	04/26/2022	JANITORIAL SUPPLIES	3,605.89
01.0170.1740.5515	WAXIE SANITARY SUPPLY	10166	04/26/2022	TRASH BAGS	1,535.78
				Vendor DBA VEN01858 - WAXIE SANITARY SUPPLY Total:	**5,141.67**
Vendor DBA: VEN01865 -					
01.0170.1750.5520	WHITTIER FERTILIZER	10167	04/26/2022	GORILLA HAIR MULCH/MVD	317.52
01.0170.1750.5520	WHITTIER FERTILIZER	10167	04/26/2022	GORILLA HAIR/RED CHIPS	1,739.19
01.0160.1650.5520	WHITTIER FERTILIZER	10167	04/26/2022	GORILLA HAIR/NTP	198.45
01.0160.1640.5520	WHITTIER FERTILIZER	10167	04/26/2022	GORILLA HAIR/POOL	198.45
				Vendor DBA VEN01865 - WHITTIER FERTILIZER Total:	**2,453.61**

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
Vendor DBA: VEN01867 -					
01.0130.1330.5215	WINDSTREAM HOLDINGS, INC	10168	04/26/2022	3/18-4/17 CITY PHONES	5,423.68
			Vendor DBA VEN01867 - WINDSTREAM HOLDINGS, INC Total:		**5,423.68**
Vendor DBA: VEN01869 -					
01.0150.1530.5952	WINNER INTERNATIONAL INC.	10169	04/26/2022	EASTER DRIVE-TRU BALLOONS	217.80
			Vendor DBA VEN01869 - WINNER INTERNATIONAL INC. Total:		**217.80**
Vendor DBA: VEN01963 -					
01.0000.0000.4554	YESENIA REYES	10170	04/26/2022	4/9 MVD DEPOSIT RFND	50.00
				Vendor DBA VEN01963 - YESENIA REYES Total:	**50.00**
				Grand Total:	**207,906.17**

Authorization Signature

Rachel Barbosa, City Manager

City Council Agenda Report
Agenda Item No. 7.c.

DATE: April 26, 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. 1258, AMENDING ZONING DESIGNATION FOR PROPERTIES LOCATED AT 2540 ROSEMEAD BOULEVARD, 2559 AND 2603 CHICO AVENUE FROM COMMERCIAL-MANUFACTURING TO MULTI-FAMILY RESIDENTIAL

SUMMARY: At a regular City Council meeting on Tuesday, April 12, 2022, City Council waived first reading and introduced Ordinance No. 1258, amending the zoning designation for properties located at 2540 Rosemead Boulevard (APN 8102-037-020), 2559 and 2603 Chico Avenue (APNs 8102-037-017 and 8102-037-024, respectively), and APN 8102-037-022, to change the existing zoning designation from commercial-manufacturing to multi-family residential.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1258.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Ordinance No. 1258

ORDINANCE NO. 1258

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE ADOPTING ZONE CHANGE AMENDING THE ZONING DESIGNATION FOR PROPERTIES LOCATED IN THE CITY OF SOUTH EL MONTE AT APNs 8102-037-020 (2540 ROSEMEAD BOULEVARD), 8102-037-024 (2559 CHICO AVENUE), AND 8102-037-022, TO CHANGE THE EXISTING ZONING DESIGNATION FROM COMMERCIAL-MANUFACTURING TO MULTI-FAMILY RESIDENTIAL

WHEREAS, KB Home ("Applicant") has filed an application for a General Plan Amendment and Zone Change to change the land use designation for the following real properties in the City of South El Monte: Assessor's Parcel No. 8102-037-020 (2540 Rosemead Boulevard); Assessor's Parcel No. 8102-037-024 (2603 Chico Avenue); and Assessor's Parcel No. 8102-037-022 (collectively, "Property" or "project site") from the zoning designation of "Commercial-Manufacturing" to "Multi-Family Residential" in order to allow for a residential development on the approximately 12.3-acre project site. The project consists of attached and detached two-, three-, and four-bedroom dwelling units, a recreation center, and common open space. ("Project" or "proposed Project");

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

WHEREAS, a public hearing was held before the Planning Commission on March 15, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination and it voted unanimously to recommend adoption/approval of the resolution/ordinance; and

WHEREAS, a public hearing was held before the City Council on April 12, 2022, to consider the application. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination.

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

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines ("Guidelines" and California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines, City staff had an Initial Study prepared of the potential environmental effects of the proposed Project, including the adoption of a General Plan amendment and Zone Change, and adoption of a Specific Plan. Based on the information contained in the Initial Study, staff determined that there was less than substantial evidence that approval of the Project may have significant environmental impact, with mitigating measures. Accordingly, the City prepared a

Mitigated Negative Declaration in accordance with Section 15070 of the State CEQA Guidelines. Notice of the preparation of the Mitigated Negative Declaration was posted for the period of January 14, 2022, through February 14, 2022. Pursuant to Section 15074(b) of the Guidelines, the City Council independently reviewed and considered the contents of the Initial Study and the Mitigated Negative Declaration. Pursuant to the City Council's adoption of this Resolution No. 22-24, the City Council adopts the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project in compliance with CEQA Guidelines

The Initial Study/Mitigated Negative Declaration (State Clearing House No. 2022010219), with supporting studies, is incorporated herein by reference, and can be found on the City's website. A copy of the Initial Study/Mitigated Negative Declaration can be found at the State Clearinghouse, and at the City's Community Development Division. The Project's Mitigation Monitoring & Reporting Program is attached hereto as Exhibit "B".

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

SECTION 2: Pursuant to Municipal Code section 17.66.040, the City Council hereby finds as follows for the proposed Zone Change (No. 21-17):

1. *Substantial proof exists that the proposed change will promote the public health, safety, convenience and general welfare of the citizens of the City* by allowing for the development of the property with residential uses that will benefit the City as a whole. Currently, the property is underdeveloped and underutilized and the proposed change will allow for improvements to the property that will address housing needs and beautify the site.

2. *The proposed change is in conformance with purpose of Chapter 17.66 (Amendments to Zoning Regulations) the Municipal Code, and with all applicable, officially adopted policies and plans* by changing the Property to the Multi-Family Residential "R-3" zone with Specific Plan No. 21-05 (adoption of which is concurrently recommended to the City Council by Planning Commission Resolution No. 21-05) so that the residential development will conform to the Zoning Code and General Plan.

3. *Streets and public facilities existing or proposed are adequate to serve all uses permitted when the property is reclassified* since the use will not change the level of service of the surrounding streets because the surrounding area is already developed as commercial, manufacturing, and residential. Also, it was found that the wastewater generation, storm drainage facilities, and water services all are anticipated to meet project demands.

4. *All uses permitted when the Property is reclassified will be compatible with present*

and potential future uses, and further, existing regulations applying to the property in question since the current Property is undeveloped, any change in zone would be compatible with present or future uses. Residential uses have existed on the site in the past, and the area to the north is also developed with residential uses which comply with the SEMMC.

SECTION 3: Based upon the foregoing, the City Council hereby changes the zoning designation for properties located at Assessor' Parcel No. 8102-037-020 (2540 Rosemead Boulevard), 8102-037-024 (2559 Chico Avenue), and 8102-037-022 from "C-M" (Commercial-Manufacturing) to "R-3" (Multi-Family Residential), as described in "Exhibit A" hereto. The City Council hereby directs City staff to amend the City's official zoning map to reflect the change in zoning designation.

SECTION 4: Exhibit "A" hereto is incorporated herein by reference.

SECTION 5: The City Clerk shall attest and certify to the passage and adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this 26th day of April 2022.

____
Gloria Olmos, Mayor

ATTEST:

____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

____
Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance, being Ordinance No. 1258 was passed and approved by the City Council of the City of South El Monte, at a meeting of said Council held on April 26, 2022 and that said Ordinance was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The APNs and legal description of the Property will change with the filing of VTTM No. 083399.

Real property in the City of South El Monte, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 8102-037-020 AND 8102-037-022)

PARCEL 1 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. 20160296565 OF OFFICIAL RECORDS, BEING THAT PORTION OF LOT 30, TRACT NO. 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 15, PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT DISTANT NORTHERLY THEREON 100 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF SAID LOT DISTANT WESTERLY THEREON 100 FEET FROM SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 200 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 300 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE EASTERLY LINE OF THE WESTERLY 52 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 500 FEET OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE WESTERLY LINE OF THE EASTERLY 100 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 8102-037-024)

PARCEL 2 OF CERTIFICATE OF COMPLIANCE /LOT LINE ADJUSTMENT RECORDED MARCH 18, 2016 AS INSTRUMENT NO. 20160296565 OF OFFICIAL RECORDS, BEING LOT 29 OF TRACT 621, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 15 PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: (APN: 8102-035-017)

THAT PORTION OF LOT 12, OF TRACT 621, IN THE RANCHO POTRERO GRANDE, IN THE CITY OF SOUTH EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15 PAGES 182 AND 183 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, DISTANT SOUTH ALONG SAID EAST LINE, 250 FEET FROM THE SOUTHEAST CORNER OF LOT 22, BLOCK "C" OF TRACT 11814, AS PER MAP RECORDED IN BOOK 216 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO TUNIS ANTHONY KOLL AND WIFE, RECORDED DECEMBER 27, 1946 IN BOOK 24017 PAGE 407 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF OF

THE LAND SO CONVEYED, TO A POINT IN THE SOUTH LINE OF SAID LOT 12, DISTANT WEST ALONG SAID SOUTH LINE, 150 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EAST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 150 FEET TO SAID SOUTHEAST CORNER OF LOT 12; THENCE NORTH ALONG SAID EAST LINE OF LOT 12 TO THE POINT OF BEGINNING.

EXCEPT ALL PETROLEUM, OIL AND ASPHALTUM, GAS AND ALL HYDROCARBONS IN, ON OR UNDER THE SOUTH HALF OF LOT 12, EXCEPTED AND RESERVED BY LINUS J. NIEMEYER AND CHRISTA MIEMEYER AS PER DEED RECORDED JULY 7, 1948 INSTRUMENT NO. 546, OF OFFICIAL RECORDS.

City Council Agenda Report
Agenda Item No. 7.d.

DATE: April 26, 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. 22-29, APPROVING AMENDMENT NO. 9 TO AGREEMENT SUBAWARD NUMBER ENP202110 WITH THE COUNTY OF LOS ANGELES FOR THE ELDERLY NUTRITION PROGRAM SERVICES

SUMMARY: This Amendment will increase the allocated baseline funding from $349,033 to $384,033, resulting in an increase of $35,000 for Fiscal Year (FY) 2021-22 only. The $35,000 will be allocated through supplemental California Department of Aging (“CDA”) American Rescue Plan (“ARP”) funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-29, approving Amendment No. 9 and authorizing the City Manager, or her designee, to execute the same.

FISCAL IMPACT: Amendment No. 9 will bring the total cost to an amount not-to-exceed $384,033 for FY 2021-2022. This will include $368,033 from Title III C-1 funds, $15,000 from Title III C-2 funds and $1,000 from Title III B funds. The additional $35,000 funding does not require a cash match. The increase is not budgeted in the current FY 2021-2022 budget. The new funds will be included in a future budget amendment.

DISCUSSION: On July 1, 2020, a one-year agreement between the County of Los Angeles through its Department of Workforce Development, Aging and Community Services (the “County”) and the City of South El Monte (the “City”) was entered into to assist with the funding for the City’s Elderly Nutrition Program Services (the “Agreement”).

The City has provided lunch meals to seniors over the age of 60 and disabled individuals through the Congregate Meals Program and Home-Delivered Meals Program (collectively “Programs”) for more than 20 years. The Elderly Nutrition Program is administered under the guidelines of the Federal Older Americans Act, which offers meals that meet USDA dietary guidelines and are offered at the Senior Center and to home-bound individuals. Although the Programs do not require participants to pay for meals, a donation ranging between $1.75 – $3.00 per meal is appreciated.

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

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

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

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

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

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

On June 22, 2021, the City Council approved amendment ("Amendment No.5") to the Agreement to allocate Older Americans Act (OAA) baseline funding in the amount of $216,000 for the Elderly Nutrition Program during FY 2021-22 only. On September 14, 2021, the City Council approved amendment ("Amendment No.6") to the Agreement to allocate supplemental California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding in the amount of $57,033, increasing the baseline funding from $216,00 to $273,033 during FY 2021-22 only.

On October 26, 2021, the City Council approved amendments ("Amendment No. 7") to the Agreement to extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021 to December 31, 2021; and extend the use of California

Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding from September 30, 2021 to June 30, 2022.

On February 22, 2022, the City Council approved amendments ("Amendment No. 8") to the Agreement to allocate supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding in the amount of $76,000 to increase the baseline funding from $273,033 to $349,033 for the Elderly Nutrition Program during FY 2021-22 only.

The Amendment No. 9 would do the following: (1) allocate supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1 in the amount of $35,000, increasing the baseline funding from $349,033 to $384,033 during FY 2021-22 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2021-22; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on services during this emergency; and (3) provide for the other miscellaneous changes.

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

ATTACHMENT(S):

A. Resolution No. 22-29
B. ENP Allocation Letter
C. Amendment No. 9

ATTACHMENT A

RESOLUTION NO. 22-29

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AMENDMENT NO. 9 TO THE COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM SERVICES FOR FISCAL YEAR 2021-2022

WHEREAS, on June 23, 2020, the City Council approved an elderly nutrition program agreement with the County of Los Angeles through its Department of Workforce Development, Aging and Community and Senior Services ("County") for County Funding for the City of South El Monte's Elderly Nutrition Program ("Agreement"). The Agreement was for a one-year term commencing July 1, 2020, through June 30, 2021; and

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

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

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

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

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

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

WHEREAS, on October 26, 2021, the City Council approved amendment ("Amendment No. 7") to the Agreement extend the use of Families First Coronavirus Response Act (FFCRA) funds from September 30, 2021, to December 31, 2021; and extend the use of California Department of Aging ("CDA") Coronavirus Aid, Relief, and Economic Security Act ("CARES") funding from September 30, 2021, to June 30, 2022.

WHEREAS, on February 22, 2022, the City Council approved amendment ("Amendment No. 8") to the Agreement to allocate supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding in the amount of $76,000, to increase the baseline funding from $273,033 to $349,033 during fiscal year 2021-22 only.

WHEREAS, the City and County determined that an amendment ("Amendment No. 9") to the Agreement is necessary to the Agreement to allocate supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1 in the amount of $35,000, to increase the baseline funding from $349,033 to $384,033 during fiscal year 2021-22 only.

WHEREAS, the City Council now desires to approve Amendment No. 9 to the Agreement to: (1) allocate supplemental California Department of Aging ("CDA") American Rescue Plan ("ARP") funding and a transfer of baseline funding from Older Americans Act (OAA) Title III C2 to Title III C-1 in the amount of $35,000, increasing the baseline funding from $349,033 to $384,033 during FY 2021-22 only, which shall be reimbursed to the City in exchange for additional defined and contracted ENP Title III C-1 and C-2 Services to be provided by the City during FY 2021-22; (2) reflect updates to Service delivery and other changes previously communicated to the City in response to the COVID-19 pandemic, which required the parties to take immediate actions to remedy the impact on Services during this emergency; and (3) provide for the other changes set forth in Amendment No. 8, which is attached to the staff report accompanying this Resolution as Attachment C.

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

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

SECTION 2: The City Council hereby authorizes and directs the City Manager or her designee to execute Amendment No. 9 in substantially the form attached as Attachment C to the April 26, 2022, staff report accompanying this Resolution. The Council further directs the City Manager or her designee to take all actions necessary to effectuate Amendment No. 9.

SECTION 3: The City Council hereby authorizes the FY 21-22 Budget Adjustment in the amount of $35,000 to compensate for the increase in meals rendered during the contract term for FY 21-22.

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

PASSED, APPROVED AND ADOPTED this 26th day of April 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. 22-29, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of April 2022 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Donna G. Schwartz, City Clerk

ATTACHMENT B

wdacs
workforce development
aging & community services

GET IN TOUCH

510 S. Vermont Avenue
Los Angeles, CA 90020
wdacs.lacounty.gov
info@wdacs.lacounty.gov

Aging & Adult Information & Assistance Line: (800) 510-2020
Report Elder Abuse: (877) 477-3646
Report Hate: 211
America's Job Centers: (888) 226-6300
Community & Senior Centers: (323) 260-2003
Office of Small Business: (800) 432-4900

April 5, 2022

City of South El Monte
Attention: Ms. Rachel Barbosa
1415 North Santa Anita Avenue
South El Monte, CA 91733

FISCAL YEAR 2021-22 ADDITIONAL CALIFORNIA DEPARTMENT OF AGING AMERICAN RESCUE PLAN ACT IIIB AND BASELINE FUNDING REALLOCATION FOR ELDERLY NUTRITION PROGRAM SERVICES

Dear Ms. Barbosa:

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

- Purpose: Subrecipient shall utilize additional California Department of Aging (CDA) American Rescue Plan (ARP) Act IIIB funding to provide defined and contracted ENP Congregate Meal Services during FY 2021-22. Additionally, County approves Subrecipient's request to transfer baseline funding from Older Americans Act (OAA) Title III C-2 to Title III C-1 to better utilize these resources for the remainder of Fiscal Year (FY) 2021-22.
- Subaward Number: ENP202110
- Amendment Number: Nine
- Subaward Term: July 1, 2021 through June 30, 2022
- Total Funding Allocation: $35,000
- Period Funds are available for use (Subject to execution of Amendment): February 22, 2022 through June 30, 2022
- Service Area: Supervisorial District 1

Grow. Succeed. Thrive.

FY 2021-22 Additional CDA ARP IIIB and Baseline Funding Reallocation
City of South El Monte
Page 2

- Funding Source(s) and Service Category(ies) are as follows:

Funding Source	Service Category	Unit Rate	NSIP Rate	Total Unit Rate	Allocation Amount	Reallocation Amount	Total Allocation Amount
OAA Title III C-1	American Meals	$6.24	$0.71	$6.95	$193,000	$7,000	$200,000 [1]
	Ethnic Meals						
OAA Title III C-2	Hot Meals	$6.07	$0.71	$6.78	$22,000	($7,000)	$15,000 [2]
	Frozen Meals	$6.24	$0.71	$6.95			
	Emergency Meals	$7.44	$0.71	$8.15			

CDA ARP IIIB *	Service Category			Unit Rate	Allocation Amount		Total Allocation Amount
					Original CDA ARP IIIB (12/1/21-6/30/22)	Additional CDA ARP IIIB (2/22/22–6/30/22)	
	American Meals			$6.95	$76,000	$35,000	$111,000 [3]

Additional CDA ARP IIIB Funding	**$35,000**
CDA ARP IIIB Funding (Refer to FY 2021-22 CDA ARP IIIB Funding Allocation Letter)	$76,000
FY 2020-21 Funding Reallocation (Refer to FY 2020-21 Funding Reallocation Letter)	$57,033
Baseline Funding (Refer to FY 2021-22 Baseline Funding Allocation Letter)	$216,000
Subaward Sum Year 2 (SSY2) (Additional CDA ARP IIIB, CDA ARP IIIB, FY 2020-21 Reallocation, and Baseline Funding)	**$384,033**

***Indirect costs are not allowable for CDA ARP funding.**

[1] Complete one (1) budget and one (1) MPS for the Allocation Amount.
[2] Complete one (1) budget and one (1) MPS for the Allocation Amount.
[3] Complete one (1) budget and one (1) MPS for the Allocation Amount.

If you have any questions, please contact Bernardo Franco of my staff by phone or e-mail as follows: (323) 449-5802 or BFranco@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

ATTACHMENT C

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

AMENDMENT NINE

This Amendment is made and entered into by and between

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

County's Business Address
510 South Vermont Avenue, 11th Floor
Los Angeles, CA 90020

and

CITY OF SOUTH EL MONTE
("Contractor" or "Subrecipient")

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

WHEREAS, reference is made to that certain document entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202110 Subaward Period July 2020 – June 2022" dated July 1, 2020, and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

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

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

WHEREAS, it is the intent of the parties to amend this Subaward to allocate additional California Department of Aging (CDA) American Rescue Plan (ARP) Act IIIB funds in the amount of **$35,000**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2021-22; and

WHEREAS, it is the intent of the parties to also amend this Subaward to transfer Older Americans Act (OAA) Title III C-2 (Nutrition Services) baseline funds in the amount of **$7,000**, to OAA Title III C-1 (Nutrition Services), which shall be reimbursed to Subrecipient in exchange for ENP Congregate Meal Services to be provided by Subrecipient during Fiscal Year 2020-21; and

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment shall commence **upon execution by all parties.**

II. Subparagraph 5.1.4 is deleted in its entirety and replaced as follows:

5.1.4 **Subaward Sum Year 2 Funding Source(s)**

5.1.4.1 The Subaward Sum Year 2 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

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

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

5.1.4.2.2 Service Area: Supervisorial District 1

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

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

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

5.1.4.3.1 Subaward Sum: **$200,000** (which is comprised of $193,000 of original baseline funding, and $7,000 transferred from OAA Title III C-2 (Nutrition Services) as indicated in Subparagraph 5.1.4.4.1)

5.1.4.3.2 Service Area: Supervisorial District 1

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

5.1.4.3.4 Allocation Letter: Fiscal Year 2021-22 Additional California Department of Aging American Rescue Plan Act IIIB and Baseline Funding Reallocation for Elderly Nutrition Program Services

5.1.4.4 OAA Title III C-2 (Nutrition Services) original baseline funds

5.1.4.4.1 Subaward Sum: **$15,000** (which is comprised of $22,000 of original baseline funding, less $7,000 transferred to OAA Title III C-1 (Nutrition Services) as indicated in Subparagraph 5.1.4.4.1)

5.1.4.4.2 Service Area: Supervisorial District 1

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

5.1.4.4.4 Allocation Letter: Fiscal Year 2021-22 Additional California Department of Aging American Rescue Plan Act IIIB and Baseline Funding Reallocation for Elderly Nutrition Program Services

5.1.4.5 CDA CARES Act Funds for ENP Congregate Meal Services

5.1.4.5.1 Subaward Sum: **$57,033**

5.1.4.5.1.1 Subrecipient shall expend these funds after utilizing OAA Title III C-1 (Nutrition Services) funds for ENP Congregate Meal Services

5.1.4.5.2 Service Area: Supervisorial District 1

5.1.4.5.3 Period of Performance: July 1, 2021 – June 30, 2022 (consistent with CDA Program memo No. 20-13 (Corrected) issued on July 16, 2020)

5.1.4.5.4 Allocation Letter: Fiscal Year (FY) 2020-21 Funding Reallocation for Elderly Nutrition Program Services

5.1.4.5 CDA ARP Funds for ENP Congregate Meal Services

5.1.4.12.1 Subaward Sum: **$76,000**

5.1.4.12.1.1 Subrecipient shall expend these funds before utilizing OAA Title III C-1 (Nutrition Services) funds for ENP Congregate Meal Services

5.1.4.12.2 Service Area: Supervisorial District 1

5.1.4.12.3 Period of Performance: December 1, 2021 – June 30, 2022 (consistent with CDA Revised Contract Information Summary of December 15, 2021)

5.1.4.12.4 Allocation Letter: Fiscal Year 2021-22 California Department of Aging American Rescue Plan Act Funding Allocation for Elderly Nutrition Program Services

5.1.4.6 Additional CDA ARP IIIB Funds for ENP Congregate Meal Services

5.1.4.6.1 Subaward Sum: **$35,000**

5.1.4.6.1.1 Subrecipient shall expend these funds only after exhausting all CDA CARES Act, and OAA Title III C-1 (Nutrition Services) funds for ENP Congregate Meal Services

5.1.4.6.2 Service Area: Supervisorial District 1

5.1.4.6.3 Period of Performance: February 22, 2022 – June 30, 2022 (consistent with CDA contract number AP-2122-19, Amendment 3)

5.1.4.6.4 Allocation Letter: Fiscal Year 2021-22 Additional California Department of Aging American Rescue Plan Act IIIB and Baseline Funding Reallocation for Elderly Nutrition Program Services

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

5.10.4 **Federal Award Identification Number (FAIN)**

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

5.10.4.2 July 1, 2021 – June 30, 2022: 2101CAOASS-01; 2101CAOACM-01; 2101CAOAHD-01; 2101CAOANS-01; 2001CAHDC3-00; 2001CASSC3-00; 2001CAFCC3-00; 2101CASSC6-00

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

5.10.7 **Amount of Federal Funds Obligated by this Action**:

5.10.7.1 Original Subaward: $209,000

5.10.7.2 Amendment One: $79,000

5.10.7.2.1 Federal CARES Act Funds: $15,000

5.10.7.2.2 CDA CARES Act Funds: $64,000

5.10.7.3 Amendment Two: $21,000

5.10.7.4 Amendment Three: $95,000

5.10.7.5 Amendment Four: $65,000

5.10.7.6 Amendment Five: $216,000

5.10.7.7 Amendment Six: $57,033

5.10.7.8 Amendment Seven: $0

5.10.7.9 Amendment Eight: $76,000

5.10.7.10 Amendment Nine: $35,000

V. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

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

5.10.8.1 Subaward Sum Year 1: $469,000

5.10.8.2 Subaward Sum Year 2: $384,033

VI. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): $796,000 (FY 2020-21 Reallocation funds excluded)

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

5.10.10 **Federal Award Project Description**

5.10.10.1 July 1, 2020 - June 30, 2021: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; Federal Title IIIC1 CRCM; Federal Title IIIC2 CRHD; CARES Title IIIC2 HDC3; Federal Title IIIE 3EFL; CARES Title IIIB SSC3; and, CARES Title IIIE FCC3

5.10.10.2 July 1, 2021 – June 30, 2022: Federal Title IIIB 3BSL; Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC2 3C2L and NSIP C2 NC2L; Federal Title IIIC1 CRCM; Federal Title IIIC2 CRHD; CARES Title IIIC2 HDC3; CARES Title IIIB SSC3; and, CARES Title IIIE FCC3; and ARP Title IIIB ARBL

VIII. Subparagraph 8.13 is deleted in its entirety and replaced as follows:

8.13 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

IX. Subparagraph 8.33 is deleted in its entirety and replaced as follows:

8.33 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

X. “Exhibit W1 (Budget) Amendment 9 {FY 2021-22 Additional CDA ARP IIIB Funding}” is added, is an addendum to "Exhibit W1 (Budget)", and is incorporated herein by reference.

XI. “Exhibit W1 (Budget) Amendment 9 {FY 2021-22 Revised Baseline Funding}” is added, is an addendum to "Exhibit W1 (Budget)", and is incorporated herein by reference.

XII. “Exhibit W2 (Budget) Amendment 9 {FY 2021-22 Revised Baseline Funding}” is added, is an addendum to "Exhibit W2 (Budget)", and is incorporated herein by reference.

XIII. “Exhibit X1 (Mandated Program Services) Amendment 9 {FY 2021-22 Additional CDA ARP IIIB Funding}” is added, is an addendum to "Exhibit X1 (Mandated Program Service)”, and is incorporated herein by reference.

XIV. “Exhibit X1 (Mandated Program Services) Amendment 9 {FY 2021-22 Revised Baseline Funding}” is added, is an addendum to "Exhibit X1 (Mandated Program Service)”, and is incorporated herein by reference.

XV. “Exhibit X2 (Mandated Program Services) Amendment 9 {FY 2021-22 Revised Baseline Funding}” is added, is an addendum to "Exhibit X2 (Mandated Program Service)”, and is incorporated herein by reference.

XVI. The “Fiscal Year 2021-22 Additional California Department of Aging American Rescue Plan Act IIIB and Baseline Funding Reallocation for Elderly Nutrition Program Services” funding allocation letter is incorporated herein by reference.

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

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

COUNTY OF LOS ANGELES

By______________________________ ___________
Otto Solórzano, Acting Director — Date
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of South El Monte
Subrecipient's Legal Name

ENP202110
Subaward Number

By______________________________ ___________
Name of Authorized Representative — Date

____
Title

____
Signature

By______________________________ ___________
Name of Authorized Representative — Date

____
Title

____
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Rodrigo A. Castro-Silva, County Counsel

____
Lawrence M. Green
Senior Deputy County Counsel

City Council Agenda Report
Agenda Item No. 7.e.

DATE: April 26, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Anthony R. Taylor, CIty Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-30, APPROVING SECOND AMENDMENT TO CITY MANAGER'S CONTRACT

SUMMARY: The City Council has conducted a performance evaluation of the City Manager, Rachel Barbosa. Based on the evaluation, the Council has approved a 3% increase to her salary.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-30, approving Second Amendment to City Manager's contract to implement the 3% increase effective March 22, 2022.

FISCAL IMPACT: The City Manager’s annual salary will be increased from $180,000 to $185,400.

DISCUSSION: The City entered into a contract with the City Manager on March 24, 2020 (“Agreement”). On July 28, 2020. On July 28, 2020, the City entered into the First Amendment to the Agreement which resulted in a salary of $180,000.

On or about March 22, 2022, the City Council conducted a performance evaluation with respect to the City Manager. After full consideration of all Council comments, the Council decided to increase the City Manager's salary by 3% which is an increase from $180,000 to $185,400.

The City Council further directed the City Attorney’s office to prepare the contract amendment for the same. As such, attached to the proposed resolution, there is a contract amendment which will increase the City Manager’s salary to $185,400.

ATTACHMENT(S):
A. Resolution No. 22-30
B. Exhibit 1 – Second Amendment to Employment Agreement
C. City Manager Employment Agreement
D. First Amendment to Employment Agreement

ATTACHMENT A

RESOLUTION NO. 22-30

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING A SECOND AMENDMENT TO THE CITY MANAGERS EMPLOYMENT CONTRACT TO IMPLEMENT A 3% SALARY INCREASE RESULTING IN ANNUAL SALARY OF $185,400

WHEREAS, on March 24, 2020, the City Council of the City (the "City Council") entered into the City of South El Monte City Manager Employment Agreement (the "Agreement"); and

WHEREAS, on July 28, 2020, the City Council and Employee entered into a First Amendment to the Agreement to provide Employee a salary of $180,000 annually effective July 1, 2020; and

WHEREAS, Section 2.1 of the Agreement provides that the "City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process . . . [;]" and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]" and

WHEREAS, the City Council on March 22, 2022 conducted a performance review of Employee and now desires to provide to Employee a salary adjustment of three percent (3%) to be effective the date of that evaluation; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this Second Amendment; and

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

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

Section 2. The Council approves of the contract amendment substantially in the form attached hereto as <u>Exhibit 1</u> which may be amended and as approved as to form by the City Attorney.

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

PASSED, APPROVED, AND ADOPTED this 26th day of April, 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. 22-30 was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of April, 2022, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Donna G. Schwartz, City Clerk

01257.0001/784867.1

ATTACHMENT B

Exhibit 1 to Resolution 22-30

SECOND AMENDMENT TO
CITY OF SOUTH EL MONTE
CITY MANAGER EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO CITY OF SOUTH EL MONTE CITY MANAGER EMPLOYMENT AGREEMENT (the "Second Amendment") is made and entered into April 26, 2022, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (the "City") and RACHEL BARBOSA, an individual ("Employee").

R E C I T A L S

WHEREAS, on March 24, 2020, the City Council of the City (the "City Council") entered into the City of South El Monte City Manager Employment Agreement (the "Agreement"); and

WHEREAS, on July 28, 2020, the City Council and Employee entered into a First Amendment to the Agreement to provide Employee a salary of $180,000 annually effective July 1, 2020; and

WHEREAS, Section 2.1 of the Agreement provides that the "City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process . . . [;]" and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]" and

WHEREAS, the City Council on March 22, 2022 conducted a performance review of Employee and now desires to provide to Employee a salary adjustment of three percent (3%) to be effective the date of that evaluation; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this Second Amendment; and

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

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is revised to add a new sentence below the current language in this section, as follows:

> "Effective March 22, 2022 Employee's Salary shall be increased by three percent (3.0%) to a total annual salary of One Hundred Eighty-Five Thousand Four Hundred Dollars ($185,400.00)."

SECTION 3. Except as expressly amended by this Second Amendment, the underlying terms, conditions, and compensation of Employee by City as and for her employment as city manager shall be as set forth in the Agreement and First Amendment.

IN WITNESS WHEREOF, the CITY OF SOUTH EL MONTE has caused this Second Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Second Amendment, both in duplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SOUTH EL MONTE

ATTEST:

____
Gloria Olmos, Mayor

____
Donna Schwartz, City Clerk

APPROVED AS TO FORM:

____
Anthony R. Taylor, City Attorney

EMPLOYEE

____
Rachel Barbosa

Dated:____________________________

[END OF SIGNATURES]

ATTACHMENT C

CITY OF SOUTH EL MONTE

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 24th day of March 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation ("City") and Rachel Barbosa, an individual ("Employee").

RECITALS

WHEREAS, it is the desire of the City Council of the City of South El Monte (hereinafter the "City Council") to appoint an individual to serve in the position of City Manager, which position is prescribed by state law and the City's Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in South El Monte Municipal Code ("SEMMC") Sections 2.08.060; and

WHEREAS, pursuant to SEMMC Section 2.08.020(A), "[t]he city manager shall be appointed by the council solely on the basis of executive and administrative qualifications and ability and shall hold office at and during the pleasure of the council[;]" and

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

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

WHEREAS, Employee was appointed as Deputy City Manager for the City on November 6, 2017; and

WHEREAS, Employee was appointed as the City's Interim City Manager on May 14, 2019; and

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

WHEREAS, on January 14, 2020, the City Council appointed Employee as City Manager subject to a City Manager Employment Agreement that would be presented at a future council meeting; and

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

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

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Manager for the City to perform the functions and duties of the City Manager position as set forth in Exhibit "A", and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. The City reserves the right to amend the job description for City Manager attached hereto as Exhibit "A", which defines City Manager functions and duties, as it deems necessary and appropriate, without requiring Employee's acquiescence or an amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of Employee's ability and in an efficient, competent, and ethical manner.

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

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

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

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

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

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

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation shall be a five percent (5%) increase from the Employee's current salary, as Interim City Manager, to the total annual amount of One Hundred Fifty Thousand Six Hundred Dollars ($150,600) (the "Salary"), pro-rated as of the date of appointment as City Manager on January 14, 2020, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall be entitled to retroactive payment of said increase upon approval of this Agreement. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. At its sole discretion, the City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to section 5.0 of this Agreement. Possible salary adjustments and discretionary bonuses during the Term of this Agreement are indicated in Exhibit B. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence her services hereunder immediately, and such date will also be deemed the effective date of this Agreement ("Effective Date"). The Parties agree that upon Employee's appointment to the position of City Manager, the "AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND RACHEL BARBOSA TO SUPPLEMENT THE TERMS AND CONDITIONS OF HER EMPLOYMENT DURING THE PERIOD SHE SERVES AS INTERIM CITY MANAGER" shall automatically terminate and be of no further force and effect.

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until January 13, 2023) and, thereafter, the term of this Agreement may be extended for additional one (1) year term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

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

3.4 Termination by City. The City Council may terminate this Agreement at any time, with or without cause, by providing written notice to the Employee; provided, however, that the City may not terminate the Employee within ninety (90) days either before or after a general election except for cause. The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager. Upon appointment to the City Manager position, Employee shall be an at-will employee serving at the pleasure of the City Council.

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

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

4.0 SEVERANCE

4.1 Severance Pay - Six Months. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to her monthly base Salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits. However, in the event this Agreement is terminated but Employee is placed in another position with the City such that her employment by the City continues after the termination of this Agreement, then Employee shall not be entitled to any severance as provided herein.

Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Under no circumstances shall the payment to the Employee exceed six (6) months of severance after separation, regardless of the contract term.

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

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

5.0 PERFORMANCE EVALUATIONS

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

5.2 Semiannual Evaluation. The City Council may, in its discretion, review and evaluate the performance of Employee in June of every year. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

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

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

Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued floating holidays. The value of accrued floating holidays shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

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

6.3 Bereavement Leave. Employee shall be entitled to bereavement leave for a period not exceeding three (3) workdays for deaths within the

Employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the Employee's household (under the same roof), and the Employee's spouse, registered domestic partner, parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half- sisters; Employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

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

6.5 Health Benefits. The City, only while it participates in the California Public Employees' Retirement System Medical and Hospital Care Plan ("PERS Plan"), shall make the following contributions towards the cost of medical insurance for Employee: the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City will contribute an amount equal to the actual monthly premium for the plan and applicable number of dependents (employee only, employee & 1 dependent or employee & 2 or more dependents), not to exceed $1,727.41 per month. Employee will pay any premium amount above the maximum City contribution of $1,727.41 by payroll deduction. If Employee does not enroll in any medical insurance plan offered by the City, then in lieu of the City contribution to health benefits provided pursuant to this section 6.5 Employee shall instead receive a deferred compensation payment of $600 per month. To be eligible for the $600 deferred compensation payment, Employee must submit to the City written proof of duplicate medical insurance coverage. The City reserves the right to enhance, reduce, terminate, and amend or to otherwise change its health and other benefit programs at any time.

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

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

6.9 California Public Employees' Retirement System ("CalPERS"). Employee is a PEPRA "New" member, and accordingly is covered by the 2% @ 62 CalPERS retirement formula. Employee will pay the mandatory CalPERS contribution rate for New members as determined by CalPERS, which amount is currently 6.75%.

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

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

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

6.14 Education Reimbursement. The City will reimburse Employee for the cost of all books and tuition incurred by Employee while attending an accredited educational institution for those courses directly related to the Employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the Employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of $22,500. As may be required by the City's financial status, said reimbursement may be reduced at the City Council's sole discretion wherein it adopts a City budget reducing this education reimbursement amount . The City will reimburse the Employee for all classes the Employee completes with a grade of "C" or better provided Employee: i) provides a list of classes to the City Council prior to each quarter or semester; ii) provides to the City Council verification of the cost for tuition and books; and iii) provides to the City Council certification of completion upon completion of the course(s).

6.15 Vacation Leave.

(a) Employee may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, Employee shall earn no additional vacation accrual until her balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination by the City Council that work demands prevent Employee from using vacation time on a timely basis, the City Council may permit Employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and not to exceed a duration of 6 months. The City Council may also require a plan designed to bring Employee back into compliance with vacation accrual limitations. It is the responsibility of Employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

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

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

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

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

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

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

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

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

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

6.16 <u>Sick Leave</u>.

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

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

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

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

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

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

6.19 Automobile Allowance.

(a) City shall provide to Employee a monthly automobile allowance of $500.00. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest.

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

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

Such insurance policy shall provide that the insurance coverage shall not be canceled, reduced or otherwise modified by Employee or by Employee's insurance carrier without at least 30 days prior written notice, served on City personally by said insurance company.

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

7.0 EXPENSE REIMBURSEMENT

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

8.0 BONDS AND INDEMNIFICATION

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

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

9.0 GENERAL PROVISIONS

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

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

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

To City:

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

With a copy to:
City Attorney of City of South El Monte
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine CA, 92612

To Employee:

Rachel Barbosa
[On file with Human Resources Dept.]

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

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

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

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

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

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
>
> §53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.
>
> §53243.4. "Abuse of office or position" defined.

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

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

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

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Rose Juarez, City Clerk

APPROVED AS TO FORM:

Anthony Taylor, City Attorney

EMPLOYEE

Rachel Barbosa

EXHIBIT "A"

The City Manager reports directly to the City Council. The City Manager requires an ability to understand and relate to South El Monte as a highly urbanized, densely populated, bi-cultural and socio-economically challenged community. The expectation is for the City Manager to be active and engaged within the community and be aware of resident interests and concerns.

EXAMPLE OF DUTIES

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

- Maintains a proactive communication and positive work relationship with both elected officials and City staff.

- Ability to provide objective guidance and counsel along with creative and pragmatic alternatives to the Council.

- High expectation level to keep elected officials informed and aware of city operations and key projects.

- Provide operational leadership by employing strong management and administrative experience coupled with excellent interpersonal skills.

- Attend City Council meetings.

- Perform other duties as requested by the City Council.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

- Strong background in the oversight of capital improvement projects, economic development initiatives and in working with various regional partners is required;
- Establish and maintain effective relationships with the City Council and other public officials;
- Ability to work within a multi-cultural community environment
- Plan, organize, and direct the work of the executive team;
- Represent the City in a variety of meetings;
- Communicate clearly and concisely, both orally and in writing;
- Analyze unusual situations and resolve them through application of management principles and finance practices; and
- Deal constructively with conflict and develop effective resolutions.

<u>EXHIBIT "B"</u>

CITY OF SOUTH EL MONTE
SALARY SCHEDULE FOR
CITY MANAGER
(as of January 14, 2020)

A. POTENTIAL SALARY ADJUSTMENT(S)

1. The numbers below reflect potential salary adjustment consistent with section 2.0 of the Agreement:

Starting Annual Base Salary:	$150,600.00
Salary Adjustment, effective July 1, 2020	$180,000.00
Salary Adjustment, effective July 1, 2021	$189,000.00
Salary Adjustment, effective July 1, 2022	$198,450.00

B. DISCRETIONARY BONUSES

In the City Council's sole discretion, Employee shall be eligible for discretionary bonuses, not to exceed 7% of her current salary, as determined by the City Council based on the performance evaluation conducted pursuant to section 5.0 of the Agreement or at a later date as set by the City Council.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

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

2. RECITALS

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

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

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

3. CONSIDERATION

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

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

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

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

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

6. WAIVER OF ADDITIONAL CLAIMS

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

7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

As to EMPLOYEE:

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

As to THE CITY:

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

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

DATED: ______________

EMPLOYEE

By: ______________________________
Rachel Barbosa

THE CITY

DATED: ________________

By: ______________________________
Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: Anthony Taylor
Anthony Taylor, City Attorney

[EMPLOYEE's LAW FIRM]

By: ______________________
[Counsel]

EXHIBIT "D"

GOVERNMENT CODE SECTION 53243-53243.4

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

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

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

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

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

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

01257.0004/626568.5 MCH

ATTACHMENT D

FIRST AMENDMENT TO
CITY OF SOUTH EL MONTE
CITY MANAGER EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO CITY OF SOUTH EL MONTE CITY MANAGER EMPLOYMENT AGREEMENT (the "First Amendment") is made and entered into July 28, 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (the "City") and RACHEL BARBOSA, an individual ("Employee").

R E C I T A L S

WHEREAS, on March 24, 2020, the City Council of the City (the "City Council") entered into the City of South El Monte City Manager Employment Agreement (the "Agreement"); and

WHEREAS, Section 2.1 of the Agreement provides that the "City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process . . . [;]" and

WHEREAS, Section 2.1 of the Agreement further provides that "[p]ossible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B[;]" and

WHEREAS, Exhibit B of the Agreement provides for a possible salary adjustment to $180,000 annually effective July 1, 2020; and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]" and

WHEREAS, the City Council recently conducted a performance review of Employee and desires to provide to Employee the salary adjustment referenced in Exhibit B of the Agreement effective July 1, 2020; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment; and

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

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is amended to read, in its entirety, as follows (additions shown in ***bold italics*** and deletions shown in ~~strikethrough~~):

"2.1 Compensation. For the services rendered pursuant to this Agreement, ***effective July 1, 2020*** Employee's base annual compensation shall be

~~a five percent (5%) increase from the Employee's current salary, as Interim City Manager, to~~ the total annual amount of One Hundred ~~Fifty~~ ***Eighty*** Thousand ~~Six Hundred~~ Dollars ($***180,000.00***~~150,600~~) (the "Salary"), ~~pro-rated as of the date of appointment as City Manager on January 14, 2020,~~ which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall be entitled to retroactive payment of said increase ***to July 1, 2020 pursuant to Section 2.1 and Exhibit B of the Agreement*** ~~upon approval of this Agreement~~. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. At its sole discretion, the City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to section 5.0 of this Agreement. Possible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action."

SECTION 3. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Employee by City as and for her employment as city manager shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the CITY OF SOUTH EL MONTE has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, both in duplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SOUTH EL MONTE

Gloria Olmos

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor

Anthony R. Taylor, City Attorney

EMPLOYEE

RAB

Rachel Barbosa

Dated: 8/4/20

[END OF SIGNATURES]

City Council Agenda Report
Agenda Item No. 9.a.

DATE: April 26, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: APPOINTMENT OF COMMUNITY SERVICES COMMISSIONER

SUMMARY: Due to a resignation on March 31, 2022, staff is seeking City Council direction on the appointment of one resident to fill a vacancy to serve on the Community Services Commission.

RECOMMENDED ACTION: Staff recommends City Council consider appointing one individual from amongst the three applicants seeking appointment to the Community Services Commission for an unexpired term commencing April 26, 2022 and ending December 31, 2022.

FISCAL IMPACT: Commissioners receive a monthly stipend of $100 for each month in which a commissioner attends at least one meeting. Funds have been budgeted.

DISCUSSION: The Community Services Commission acts in an advisory capacity to the City Council on matters pertaining to social programming, health and welfare, child development, public recreational facilities, and leisure activities.

Due to a resignation on March 31, 2022, a "Notice of Vacancy" was posted on the City's webpage on April 4, 2022. As of April 21, 2022, no applications have been received. The council was provided with three applications that were submitted during the last application period from November 22 through January 5, 2022.

Three applicants are seeking appointment to the Community Services Commission.

Seeking appointment: Abigail Alacio, Valerie Bechtold, and David Mai.

ATTACHMENT(S):

None

City Council Agenda Report
Agenda Item No. 9.b.

DATE:	April 26, 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 SEEK REQUEST FOR PROPOSALS (RFP) FOR PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

SUMMARY: Staff seeks City Council approval to issue Request for Proposals (RFP) for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP).

RECOMMENDED ACTION: STAFF RECOMMENDS City Council approve an RFP for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP) and authorize staff to solicit proposals.

FISCAL IMPACT: The City received $40,000 from Caltrans under LRSP program and will use these funds to cover the costs associated with the requested professional services. The estimated cost for professional services is $44,445 and LRSP requires a local match of 10%, which is approximately $4,445. The local match will be provided by the City through Measure R funds. Upon final contract award, staff will advise the City Council of the proposed not-to-exceed contract amount and confirm funding availability.

DISCUSSION: On December 22, 2020, the City submitted an LRSP grant funding request to the State. In March 2022, the State funding agreement was executed for a total of $40,000 with a local match requirement of $4,445.

The LRSP will identify and analyze roadway safety concerns, resulting in recommendations for potential roadway safety improvements to reduce or eliminate safety issues identified by the plan. Furthermore, the LRSP enables the City to apply for grant funding through the Highway State Safety Improvement Program, which has become a requirement of the grant this year. The LRSP will be prepared in conformance with Federal and State standards.

ATTACHMENT(S):

B. Request for Proposals – Planning & Engineering Services

Attachment A - RFP for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PLANNING & ENGINEERING SERVICES
FOR THE PREPARATION OF
LOCAL ROADWAY SAFETY PLAN (LRSP)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA

April 27, 2022

DELIVERY ADDRESS
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733
Attn: Colby Cataldi
Community Development Director

REQUIRED NUMBER OF PROPOSALS
Three (3) hard copies and one (1) electronic copy (pdf)

CONTACT INFORMATION FOR INQUIRIES
contact via e-mail only, no telephone calls
Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

PRE-PROPOSAL MEETING
None

PROPOSAL DUE DATE
May 18, 2022; 2:00 PM

Table of Contents

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PLANNING & ENGINEERING SERVICES
FOR THE PREPARATION OF
LOCAL ROADWAY SAFETY PLAN (LRSP)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA
April 27, 2022

To interested and qualified Consultants:

The City of South El Monte is soliciting Proposals from qualified firms **TO PROVIDE PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF LOCAL ROADWAY SAFETY PLAN (LRSP).**

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, May 18, 2022, to:

Colby Cataldi
Community Development Director
1415 Santa Anita Ave.
South El Monte, CA 91733

If you have any questions, please contact via email (no telephone calls):
Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

Late proposals will not be accepted.

Sincerely,

Colby Cataldi
Community Development Director
City of South El Monte

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE PLANNING & ENGINEERING SERVICES
FOR THE PREPARATION OF
LOCAL ROADWAY SAFETY PLAN (LRSP)
IN THE CITY OF SOUTH EL MONTE, CALIFORNIA

April 27, 2022

1. GENERAL INFORMATION

A. Community Profile

Incorporated in 1958, the City of South El Monte is an industrial community of approximately 21,000 residents and encompasses 2.3 square miles. This “Industrial 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 good blend of older and younger residents working in the same dedication and community spirit that the city was founded upon. Both the residents and business community are working together to make the community a better place to live and work.

In just six decades the City of South El Monte has matured into a viable commercial and industrial base, with over 2,400 businesses within 2.3 square miles. The City is currently focusing on improving the infrastructure of the community making it a better place to live and work.

B. Overview

The City is requesting the services of a company to provide **TO PROVIDE PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF LOCAL ROADWAY SAFETY PLAN (LRSP).**

2. PROJECT DESCRIPTION

The LRSP will identify and analyze roadway safety concerns, resulting in recommendations for potential roadway safety improvements to reduce or eliminate safety issues identified by the plan. Furthermore, the LRSP enables the City to apply for grant funding through the Highway State Safety Improvement Program, which has become a requirement of the grant this year. The LRSP will be prepared in conformance with Federal and State standards.

3. RFP SCHEDULE

Below is the RFP schedule. Below tentative schedule is subject to change by the City:

Request for Proposals Posted and Issued	Wednesday, April 27, 2022
Deadline for Receipt of Questions	May 8, 2022, 4:00 PM
Addendum (if necessary) to Respond to Questions	Friday, May 13, 2022
Deadline for Receipt of Proposals (RFP Due Date)	**Wednesday, May 18, 2022, 2:00 PM**
Evaluation of proposals	May 2022
Final Consultant Selection	May/June 2022
Contract Awarded by City Council	June 2022
Contract Execution	June 2022
Notice to Proceed	June 2022

4. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified consulting firms to prepare all necessary plans and to provide to the City a complete Local Roadway Safety Plan. The scope of services to be provided by the selected consultant for this project includes the following:

I. Project Management:

The Consultant shall be responsible for providing all contract management and quality control services throughout the Plan development. The Consultant shall deliver a high quality product within budget and on schedule.

The Consultant shall attend and organize a project kick-off meeting to discuss the goals, objectives, tasks, timeline, the City's expectations and Caltrans' grant requirements. The Project kick-off meeting shall outline the plan for completing all tasks.

The Consultant shall assist the City with identifying potential stakeholders and facilitate coordination throughout the duration of the project.

The Consultant shall coordinate and meet as-needed with the City to discuss the project, monitor project progress, prepare for upcoming tasks, debrief on completed tasks, and any required problem-solving to ensure the Plan development remains on schedule and within budget.

II. Review of Existing Planning Documents

The selected consultant will review the City's related planning documents, policies, plans, programs. documents, policies, programs, etc. The consultant shall produce an inventory of opportunity areas to facilitate safety improvements.

The consultant will conduct a review of existing City resources and maintenance programs that address traffic safety needs to determine areas for improvement.

The City's general plan is available to download on City website: https://www.cityofsouthelmonte.org/186/General-Plan.

III. Data Collection & Analysis

The consultant shall collect collision data for the most recent 5-year period. The consultant will use data collected from the Statewide Integrated Traffic Records System (SWITRS). The consultant shall analyze citywide crash patterns to identify trends that indicate areas in need of additional detailed analysis. Crash patterns and priority listings shall be created by comparing similar roadways and intersection types. A separate pedestrian and bicycle assessment will be conducted.

The consultant shall analyze existing intersection and roadway volume data and determine if additional data collection is necessary to perform crash location prioritization and benefit to cost ratios for priority rankings for the LRSP.

The consultant shall assess high crash locations to determine the most likely contributing factors, matching crash activity with roadway characteristics such as volume, roadway cross-sections, speed limits, intersection control, street lights, and other features that may impact safety.

IV. Countermeasure Development

The consultant shall identify opportunity areas and factors to build a safety mitigation toolbox that includes proven, cost-effective measures that will best address the most prevalent safety challenges in the City.

The consultant shall recommend specific mitigations for high crash locations and locations in need of specific detailed analysis.

The consultant shall develop a programmatic approach to implement safety mitigations citywide.

V. Implementation Program

The consultant shall develop a strategy for implementing safety measures included in the toolbox and a means to monitor safety outcomes to evaluate which measures are most effective. This shall include identifying potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to City design standards to better align with safety best practices.

The consultant shall develop recommendations for education and enforcement programs for City consideration and future HSIP and/or Office of Traffic Safety (OTS) grant solicitation.

The consultant shall make recommendations for Staff and Council consideration, for fiscal and employee resources necessary for a continued, sustained and successful effort to achieve traffic safety goals and meet Vision Zero objectives after LRSP adoption.

VI. LRSP Development

The consultant shall create a 60% Submittal, 85% Submittal and Final Local Roadway Safety Plan to document the findings of the previous tasks.

It is intended that the LRSP will act as the City's first Annual Traffic Safety Report and will be used as a template for future traffic safety reports conducted by the City.

The consultant shall circulate and/or present the Draft Plans to identified stakeholders.

The consultant shall respond to all comments and incorporate feedback received on the Draft LRSP in to the Final Local Roadway Safety Plan to present the implementation program for the City to follow and for the City to update as projects are completed and new data becomes available.

5. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

6. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of City's Professional Services Agreement as Attachment C. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement, or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

7. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

Consultant shall provide Insurance Coverage Limits and Requirements as indicated in this RFP as provided in Attachment C.

8. CONSULTANT SELECTION METHODOLOGY

Upon receipt of Proposals, City's consultant selection committee will rank the responding consultants. The City, at its sole discretion may invite top 3 ranked qualified consultants to interviews, or negotiate final scope and fee with the most qualified consultant.

Evaluation Criteria	**Max Points**
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design with required time duration	15
Total Points	**100**

9. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meet the technical requirements of the RFP and is evaluated as the highest ranked proposal. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City shall enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

10. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the firm's experience. Include the name, address, telephone number, title, and signature of the firm's contact person for this proposal. The cover letter shall state that the submittal is valid for 120 days.

Table of Contents: Provide contents of proposal.

Section 1. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize in providing requested services in efficient and cost-effective manner. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control.

Section 2: Schedule: Provide a project a detailed schedule. Use July 5, 2022 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process. The final LRSP shall be submitted within 3 months of City's Notice to Proceed.

Section 3. Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart.

Section 4. Company Qualifications: Provide qualifications of prime consulting firm and sub-consultants.

Section 5. References: Provide 5 Public Agency references for similar projects.

Section 6. City's Standard Professional Services Agreement (see Attachment C. Sample Professional Services Agreement)**:** The referenced attachment is City's Standard Professional Services Agreement, which will be executed by the selected consultant. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. Please note that the City does not guarantee that any revisions to the contract will be accepted. The selected consultant shall be prepared to execute the contract as is, if the City does not accept any changes provided by the consultant.

Section 7. Addenda Acknowledgement: If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

Section 8. Required Attachments:

Below attachments shall be signed and submitted with the proposal:

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

The Fee Proposal shall be submitted in a separate envelope as indicated in the following section.

11. FEE ESTIMATE PROPOSAL SUBMITTAL

The Cost Proposal shall be submitted in a separate sealed envelope.

Fee shall be provided in detail in a format to allow the City to analyze and evaluate applicable costs. Detailed breakdown shall include tasks, staff classifications, hours and fees. Consultant shall submit a not to exceed lump sum fee.

Consultant shall also provide its Schedule of Standard Hourly Fee Rates.

12. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Colby Cataldi
Community Development Director
ccataldi@soelmonte.org

Questions regarding this proposal shall be submitted via email no later than 10 calendar days prior to proposal due date. In response to all questions received by this date, City will issue an Addendum no later than 5 calendar days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

13. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) copies and one (1) electronic copy (pdf) of their Proposals no later than 2:00 PM, May 18, 2022 to:

Colby Cataldi
Community Development Director
1415 Santa Anita Ave.
South El Monte, CA 91733

Late proposals will not be accepted.

14. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Affidavit of Non-Collusion
Attachment B	Claims History
Attachment C	Sample Professional Services Agreement

ATTACHMENT A

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) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) ____ (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 B

CLAIMS HISTORY

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (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 sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant 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 sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than $100,000.00.
- Conviction of Consultant, a sub-consultant, 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 sub-consultant.

ATTACHMENT C

SAMPLE PROFESSIONAL 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 <u>Further Responsibilities of Parties.</u>

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 <u>Additional Services.</u>

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 <u>Special Requirements.</u>

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 <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> shall govern.

ARTICLE 2. <u>COMPENSATION AND METHOD OF PAYMENT.</u>

2.1 <u>Contract Sum.</u>

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 <u>Exhibit "C"</u> 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 sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

ARTICLE 3. <u>PERFORMANCE SCHEDULE</u>

3.1 <u>Time of Essence.</u>

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

3.2 <u>Schedule of Performance.</u>

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 <u>Exhibit "D"</u> 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 <u>Force Majeure.</u>

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 <u>Term.</u>

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 (<u>Exhibit "D"</u>). [The City may, in its sole discretion, extend the Term for ___ additional one-year terms.]

ARTICLE 4. <u>COORDINATION OF WORK</u>

4.1 <u>Representatives and Personnel of Consultant.</u>

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. <u>RECORDS, REPORTS, AND RELEASE OF INFORMATION</u>

6.1 <u>Records.</u>

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 <u>Reports.</u>

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 <u>Ownership of Documents.</u>

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 <u>Confidentiality and Release of Information.</u>

(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 <u>Corporate Authority.</u>

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.

____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐
OTHER_________________________

____

____
SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

____
____
____
____

DESCRIPTION OF ATTACHED DOCUMENT

____
TITLE OR TYPE OF DOCUMENT

____
NUMBER OF PAGES

____
DATE OF DOCUMENT

____
SIGNER(S) OTHER THAN NAMED ABOVE

01257.0001/695512.1

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.

____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐
OTHER________________________

____

____
SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

____
____
____
____

DESCRIPTION OF ATTACHED DOCUMENT

____
TITLE OR TYPE OF DOCUMENT

____
NUMBER OF PAGES

____
DATE OF DOCUMENT

____
SIGNER(S) OTHER THAN NAMED ABOVE

01257.0001/695512.1

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.

<u>EXHIBIT “B”</u>

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:

		Days to Perform	Deadline Date
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.

City Council Agenda Report

Agenda Item No. 9.c.

DATE: April 26, 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. 22-31, APPROVING A PRIVATE PLACEMENT LEASE FINANCING TO PAY OFF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM UNFUNDED PENSION OBLIGATION

SUMMARY: The City has approximately $9.6 million unfunded pension liability with CalPERS. This obligation came over a period of several years when CalPERS was not able to consistently earn sufficient investment returns on their portfolio of pension fund assets to fully fund the City's pension obligation. In order to address this unfunded pension liability, the City selected Kosmont Transaction Services, through an RFP process, to advise and help secure low interest fixed rate lease financing. The funds raised through this financing, known as Certificates of Participation (COPs), would then be used to pay off the CalPERS unfunded pension liability. This new lease financing will be a 20-year obligation fixed at 3.3%, as compared to the CalPERS unfunded pension debt current rate of 7.0%. By entering into this new lease obligation transaction, the City will save $3.2 million in cash flow savings over the twenty-year financing period.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-31, approving the terms of a private placement lease financing, approving the form of and authorizing the execution and delivery of a site lease and lease agreement, a trust agreement, and authorizing required actions in connection with the execution and, authorizing other matters relating to the financing.

FISCAL IMPACT: The current forecast reflects the refinancing of the City's pension obligations will produce $3.2 million in total savings over the twenty-year financing period. This equates to an average savings of $160,000 annually. The actual savings per year will vary based upon the loan amortization schedule.

DISCUSSION: The City has an approximately $9.6 million unfunded pension obligation owed to CalPERS. Due to the low prevailing interest rates in the capital markets, the City has an opportunity to refinance this unfunded pension obligation by acquiring financing via a private placement, lease/leaseback transaction at a much lower interest rate than it currently pays to CalPERS. CalPERS currently charges the City a high rate of interest (currently 7%), and structures amortization payments in a way that is causing the City to face steep increases in pension expenses over the next twenty fiscal years.

On February 22, 2022, the City Council directed Staff to assemble and work with a team of professionals to prepare the financing, including the proposed financing structure and legal documentation as discussed below. Staff is recommending a repayment term for the financing to be 20 years to accomplish the goals of reducing immediate budget costs, while retiring the pension debt as quickly as practical. The proposed financing of 20 years is a shorter period than the 25 year CalPERS repayment schedule. The shorter financing term of 20 years was based upon the lender offering this as the maximum financing term and the City's desire for a shorter payment schedule to reduce the interest expense being paid. The action item is for the approval of the attached Resolution. This will approve the attached forms of a Site Lease and a Lease Agreement, as well as authorize staff to execute other necessary documents and certificates required to successfully consummate the financing. These are each “form” documents because certain information will need to be added as the financing terms take their final form after the Council acts.

Initial Valuation of City Properties

The City’s entire inventory of properties was examined and it was determined that some combination of three parcels will be assembled together to provide the required property value for the lease financing transaction. An initial valuation of the selected properties was conducted, which is subject to a formal independent valuation that is now being performed. The initial valuation for the three identified properties is $10,428,555. The initial valuation examined the land value based upon recent property sales. The valuation of the structures at each selected City location was determined by using the current insured values. The independent appraised valuations will be used in the lease transaction. The results of the initial valuation are below:

City Property Name & Address	Land Value	Structure Value	Valuation Estimate
Corporate Maintenance Yard - 1900 Central Ave.	$1,430,000	980,000	2,410,000
Transportation Yard - 2028 Central Ave.	1,130,000	1,038,555	2,168,555
Senior Center - 1556 Central Ave.	2,010,000	3,840,000	5,850,000
Totals	**$4,570,000**	**$5,858,555**	**$10,428,555**

Good Faith Estimates For Financing Costs

The following information was obtained from the City's Municipal Advisor, Kosmont Transactions Services, Inc. with respect to the Financing to be approved in the attached Resolution, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the COPs:

1. *Finance Charge of the Financing:* Assuming the aggregate principal amount of the financing to be $9,758,714 is placed and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the finance charges, which means the sum of all fees and charges paid to third parties (or costs associated with the Financing), is $160,000 as follows:

Cost of Issuance	Estimated Amounts
Bond Counsel	$48,000
City Attorney	5,000
Municipal Advisor	35,000
Real Estate Advisor	10,000
Placement Agent	20,000
Purchaser Counsel	12,500
Lease Counterparty	7,500
Title Insurance	12,500
Miscellaneous/Contingency	9,500
Total	**$160,000**

2. *True Interest Cost of the COPs.* Assuming the aggregate principal amount of the financing to be $9,758,714 is placed and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the true interest cost of the financing, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the financing, is 3.3001%.

3. *Amount of Proceeds to be Received:* Assuming the aggregate principal amount of the financing to be $9,758,714 and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the City for consummation of the financing less the finance charge described in Paragraph 1 above and any reserves or capitalized interest paid or funded with proceeds of the Financing, is $9,601,214.

4. *Total Payment Amount:* Assuming the aggregate principal amount of the financing to be $9,758,714 and based on the interest rate offered by the Purchaser at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the financing, including the finance charge of the Financing described in paragraph 1 above, calculated to the final maturity of the financing, is $13,472,170.72.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of closing of the financing, the amount of the financing actually placed, the final amortization schedule of the financing, and other variables that may change prior to the closing of the. The date of the closing and the final amount of the financing to be sold privately will be determined by the City based on the actual amount required to pay off the CalPers pension obligation, and other factors. The Resolution approves, among other things, the execution and delivery of the financing and the Term Sheet provided by the Purchaser which provides for an interest rate of 3.30% per annum.

ATTACHMENT(S):

A. Resolution No. 22-31
B. Form of Site Lease
C. Form of Lease Agreement
D. Term Sheet - March 10, 2022
E. Assignment Agreement - South El Monte 2022

ATTACHMENT A

105526659.4

RESOLUTION NO. 22-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE APPROVING THE TERMS OF A PRIVATE PLACEMENT, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND A LEASE AGREEMENT, AND AUTHORIZING OTHER MATTERS RELATING THERETO

WHEREAS, the City of South El Monte, California (the "City") is a municipal corporation and a general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California.

WHEREAS, it has been proposed that Municipal Finance Corporation, a corporation duly organized and validly existing under and by virtue of the laws of the State of California (the "Corporation") assist the City in refinancing certain obligations of the City to the California Public Employees' Retirement System's ("CalPERS"); and

WHEREAS, the City has received, and desires to accept, a bid for a private placement with First Foundation Public Finance, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank ("First Foundation"); and

WHEREAS, in connection therewith, the City Council of the City (the "City Council") wishes to proceed with a lease financing in the manner set forth in that certain Lease Agreement described below; and

WHEREAS, the City will lease to the Corporation certain real property (the "Leased Property") pursuant to a Site Lease (the "Site Lease") and the Corporation, concurrently with the execution of the Site Lease, will sublease the Leased Property back to the City pursuant to a Lease Agreement (the "Lease Agreement") in consideration for rental payments and assign certain rights and the rental payments under the Lease Agreement to First Foundation;

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

Section 1. The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The City hereby approves an aggregate principal amount of Lease Payments under the Lease Agreement not to exceed $9,900,000.

Section 3. The City hereby accepts the First Foundation interest rate of 3.3% (assuming no default) for the proposed private placement, subject to the authorizations and limitations set forth herein and final delivery of the documents authorized hereby.

Section 4. The City hereby approves the form of Site Lease, substantially in the form presented to the City Council and on file with the City Clerk, with such revisions, amendments and completions as shall be approved by the Mayor, the City Manager, the Interim Finance Director and any of their respective designees (each a "Responsible Officer"), with the advice of special counsel to the City, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The City hereby approves the form of Lease Agreement, substantially in the form presented to the City Council and on file with the City Clerk, with such revisions, amendments and completions as shall be approved by a Responsible Officer, with the advice of special counsel to the City, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. In connection with the private placement, the City Council hereby approves the appointment of Norton Rose Fulbright US LLP to perform special counsel services, Kosmont Transactions Services, Inc., to perform Municipal Advisor services, and Hilltop Securities, Inc., as placement agent. Any Responsible Officer is hereby authorized and directed to enter into professional services agreements with each of the foregoing.

Section 7. Each Responsible Officer and other officers of the City are hereby authorized and directed, jointly and severally, for and in the name on behalf of the City, to execute and deliver a placement agent agreement, and any and all other agreements, assignments, documents, certificates and other instruments, and to do any and all things and take any and all actions which may be necessary or advisable in their discretion, to carry out and give effect to the actions which the City has approved in this Resolution.

Section 8. All actions heretofore taken by any Responsible Officer or any officer, employee or agent of the City in connection with or related to any of the agreements referred to herein, are hereby approved, confirmed and ratified.

Section 9. This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

Section 10. This Resolution becomes effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 26th Day of April 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 No. 22-31 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 26th day of April 2022, and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Donna G. Schwartz, City Clerk

105526659.4

ATTACHMENT B

AFTER RECORDATION PLEASE RETURN TO:
Norton Rose Fulbright US LLP
555 South Flower Street, Suite 4100
Los Angeles, California 90071
Attention: Russell C. Trice, Esq.

SITE LEASE

by and between

CITY OF SOUTH EL MONTE,

as Lessor

and

MUNICIPAL FINANCE CORPORATION,

as Lessee

Dated as of May 1, 2022

THIS IS A FINANCING DOCUMENT:
NO DOCUMENT TRANSFER TAX IS DUE
PURSUANT TO GOVERNMENT CODE SECTION 27383

TABLE OF CONTENTS

Page

SITE LEASE

THIS SITE LEASE, dated as of May 1, 2022 (this "Site Lease"), by and between the CITY OF SOUTH EL MONTE, a general law city duly organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor (the "Lessor"), and the MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Corporation intends to assist the City in refinancing certain obligations of the City to the California Public Employees' Retirement System's ("CalPERS"), and to lease certain Leased Property (as defined herein) to the City under a Lease Agreement, dated of even date herewith (the "Lease"), by and between the City and the Corporation, and the City proposes to enter into this Site Lease with the Corporation as a material consideration for the Corporation's agreement to enter into that certain Assignment Agreement, dated of even date herewith (the "Assignment Agreement"), by and between the Corporation and FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (as further defined in the Lese, the "Assignee");

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Definitions Unless the context otherwise requires, all capitalized terms used in this Site Lease and not defined herein shall for all purposes of this Site Lease have the meanings specified therefor in the Lease.

SECTION 2. Site Lease The City hereby leases to the Corporation and the Corporation hereby hires from the City, on the terms and conditions hereinafter set forth, the real property situated in the County of Los Angeles, State of California as more particularly described in Exhibit A attached hereto and made a part hereof (the "Leased Property").

SECTION 3. Term The term of this Site Lease shall commence on the Closing Date and shall remain in effect until the term of the Lease expires as provided by Article IV, Section 4.2 thereof; provided, however, that if Lease Payments (as defined therein) due under the Lease remain unpaid at the expiration of the Lease term, or provision shall not have been made for their payment, then this Site Lease shall not terminate until the earlier of (i) May 1, 20__, or, if later, (ii) the date on which the Lease Payments and all other amounts due under the Lease have been paid in full.

SECTION 4. Rental The City acknowledges receipt from the Corporation as and for rental hereunder the sum of One Dollar ($1.00), on or before the date of delivery of the assignment under the Assignment Agreement to the Assignee.

SECTION 5. Purpose The Corporation shall use the Leased Property solely for the purpose of leasing the Leased Property to the City pursuant to the Lease, and for such purposes as may be incidental thereto; provided, that in the event of default by the City under the Lease, the Corporation and its assigns may exercise the remedies provided in the Lease.

SECTION 6. Owner in Fee The City covenants, represents and warrants that it is the owner in fee of the Leased Property.

SECTION 7. Substitution of Leased Property From time to time, the City may authorize the Substitution of alternate real property or equipment for the Leased Property, the Removal of real property or equipment from the Leased Property or the addition of real property or equipment to the Leased Property pursuant to the Lease, with the prior written consent of the Assignee. In connection therewith, the City and the Corporation shall enter into a duly recorded amendment or supplement to this Site Lease. If the City effects a substitution of all or a portion of the Leased Property hereunder, all or a designated portion of the Leased Property formerly subjected to this Site Lease shall be released from the lien hereof upon receipt by the Corporation of (a) the written request of the City to that effect, and (b) a further opinion of Special Counsel to the effect that such release will have no material adverse effect upon the Assignee. After any such release, the term "Leased Property" shall be defined as the remaining portion of the Leased Property.

SECTION 8. Assignments and Subleases Unless the City shall be in default under the Lease, the Corporation may not assign its rights under this Site Lease or sublet the Leased Property, except as provided in the Lease and the Assignment Agreement, without the written consent of the City and the Assignee.

SECTION 9. Right of Entry The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 10. Termination The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the City.

SECTION 11. Default If the Corporation shall be in default in the performance of any obligation of its part to be performed under the terms of this Site Lease, which default continues for 30 Business Days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof.

SECTION 12. Quiet Enjoyment The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease.

SECTION 13. Waiver of Personal Liability All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation, as a separate legal entity, and the City hereby releases each and every member, director and officer of the Corporation of and from any personal or individual liability under this Site Lease. No member, director or officer of the

Corporation shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 14. Taxes The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

SECTION 15. Eminent Domain If the whole or any part of the Leased Property shall be taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then-unpaid Lease Payments, and the balance of the award, if any, shall be paid to the City.

SECTION 16. Partial Invalidity If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the City, addressed to City of South El Monte 1415 Santa Anita Avenue, South El Monte, CA 91733, Attention: City Manager, or if to the Corporation, addressed to the Municipal Finance Corporation, 2945 Townsgate Road, Suite 200, Westlake Village, CA 91361, Attention: William A. Morton, President, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 18. Amendment This Site Lease may not be altered, modified or amended except as permitted by the Lease and to modify the description of the site on which the Leased Property components are located.

SECTION 19. No Merger of Interests The leasehold estates under this Site Lease and the Lease shall not merge, whether by the exercise of any right or remedy hereunder or thereunder, by operation of law, or otherwise.

SECTION 20. Section Headings All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. Compliance with Laws and Regulations

(a) The City has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Leased Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Leased Property (collectively, “Laws and Regulations”). Without limiting the generality of the foregoing, neither the City nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of any of the Leased Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the City, any of the Leased Property or the business operations conducted by the City thereon (collectively, “Hazardous Materials”) on, from or beneath its Leased Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as “Release”) any material amount of Hazardous Material on, from or beneath the Leased Property, or (iii) stored any material amount of petroleum products at the Leased Property in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No part of the Leased Property is located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Leased Property.

SECTION 22. Environmental Compliance

(a) The City shall not use or permit the Leased Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Leased Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Leased Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city facility, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the City shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Corporation, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Leased Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) hereof and only to the extent necessary to maintain the improvements on the Leased Property.

(b) The City shall comply with, and shall use its best efforts to cause any tenants, subtenants, agents, licensees, employees, contractors, and agents to comply with, all Environmental Regulations and shall keep the Leased Property free and clear from Hazardous Materials; *provided*, *however*, that notwithstanding that a portion of this covenant is limited to the City's use of its best efforts, the City shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the City's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any Person with regard to the Release of Hazardous Materials on, from or beneath the Leased Property as provided for in Exhibit A attached hereto, the City shall give prompt written notice thereof to the Corporation and the Assignee (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(c) Irrespective of whether any representation or warranty contained herein is not true or correct, the City shall defend, indemnify and hold harmless the Assignee, its partners, depositors and each of its and their employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section) consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Corporation or the Assignee, as appropriate, shall have delivered to the City), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Leased Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Corporation or the Assignee, as appropriate, shall have delivered to the City), or governmental order relating to Hazardous Materials on, from or beneath any of the Leased Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental Lien for the recovery of environmental cleanup or removal costs. To the extent that the City is strictly liable under any Environmental Regulation, its obligation to the Corporation and the Assignee and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this subsection (c) shall survive any foreclosure of the security interest in the Leased Property.

(d) The City shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

SECTION 23. Execution This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same lease.

SECTION 24. Governing Law This Site Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

SECTION 25. Third-Party Beneficiaries The Assignee is expressly recognized as third-party beneficiaries under this Site Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF SOUTH EL MONTE,
as Lessor

By: ______________________________
City Manager

MUNICIPAL FINANCE CORPORATION,
as Lessee

By: ______________________________
President

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)
) ss:
COUNTY OF LOS ANGELES)

On ______________________________ before me,__________________________(insert name of the officer), Notary Public, personally appeared _________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_________________________________ [Seal]

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

ATTACHMENT C

AFTER RECORDATION PLEASE RETURN TO:
Norton Rose Fulbright US LLP
555 South Flower Street, Suite 4100
Los Angeles, California 90071
Attention: Russell C. Trice, Esq.

LEASE AGREEMENT

by and between

MUNICIPAL FINANCE CORPORATION,

as Lessor

and

CITY OF SOUTH EL MONTE,

as Lessee

Dated as of May 1, 2022

THIS IS A FINANCING DOCUMENT:
NO DOCUMENT TRANSFER TAX IS DUE
PURSUANT TO GOVERNMENT CODE SECTION 27383

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

Page

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of May 1, 2022 (this "Lease"), by and between the MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under and by virtue of the laws of the State of California, as lessor (the "Lessor" or "Corporation"), and the CITY OF SOUTH EL MONTE, general law city duly organized and existing under the laws of the State of California, as lessee (the "Lessee" or "City");

W I T N E S S E T H:

WHEREAS, Section 37350 *et seq.* of the Government Code of the State of California (the "Government Code") provides that the Lessee may enter into a lease agreement for real and personal property in the State of California (the "State"); and

WHEREAS, the Lessee has leased certain real property and improvements to the Lessor under that certain Site Lease, dated as of May 1, 2022 (the "Site Lease"), by and between the Lessee and Lessor; and

WHEREAS, the Lessor intends to assist the Lessee in refinancing certain obligations of the Lessee to the California Public Employees' Retirement System's ("CalPERS"), and in furtherance thereof to lease those real properties and improvements belonging to the Lessee and subject to the Site Lease (collectively, the "Leased Property," as more particularly described in Exhibit B hereto) to the Lessee hereunder; and

WHEREAS, the Lessor will assign its rights, title and interest under this Lease, subject to certain exceptions, to FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (the "Assignee") under an Assignment Agreement, dated as of May 1, 2022 (the "Assignment Agreement"), between the Lessor and the Assignee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Additional Payments" means the amounts specified as such in Section 4.6 of this Lease.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"Assignee" means (a) initially, First Foundation Public Finance, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank, as assignee of all rights, title and interests of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned, including subsequent assignees of the Assignee, as provided in this Lease.

"Assignment Agreement" means the Assignment Agreement, dated as of May 1, 2022, between the Corporation, as assignor of its rights under the Site Lease and this Lease, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Authorized Signatory" or "Authorized Representative" means: (i) in the case of the Lessor, the President or the designee of any such official or any person authorized by resolution of the Board of Directors of the Lessor to perform such act or to execute such documents; (ii) in the case of the Lessee, the Mayor, the City Manager, or the Director of Finance, or any other person authorized in writing by the Governing Board of the Lessee to act on behalf of the Lessee with respect to this Lease and any related documents; and (iii) in the case of the Assignee, any person authorized to perform any act or sign any document for the Assignee, including this Lease and the Assignment Agreement.

"Business Day" means any day (other than a Saturday, Sunday or holiday) on which banks in California or New York are not authorized or obligated by law or executive order to remain closed.

"Closing Date" means May ____, 2022.

"Corporation" means the Municipal Finance Corporation, a corporation duly organized and existing under the laws of the State of California.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District relating to the authorization and execution of the Lease, including but not limited to filing and recording fees, fees, charges and disbursements of attorneys, including counsel to the Assignee, counsel to the Corporation, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Lease, administrative costs of the District and the Corporation incurred in connection with the issuance of the Lease, expenses of the placement agent of the Lease, and any other cost, charge or fee in connection with the original issuance of the Lease, including fees of the California Debt and Investment Advisory Commission.

"County" means the County of Los Angeles, California.

"Default Rate" means the interest rate of 3.30%, plus three percent 3.00% (calculated on the basis of a 365-day year and actual days elapsed).

"Defeasance Obligations" means: (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) securities eligible for "AAA" defeasance under then-existing criteria of S&P or any combination thereof.

"Environmental Regulations" shall mean all Laws and Regulations, as defined in Article II, Section 2.1(k)(1) herein, now or hereafter in effect, with respect to Hazardous Materials, as defined in, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq*.) (together with regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq*.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq*.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq*.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq*.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Governing Board" when used with reference to the Lessee means the City Council of the Lessee.

"Hazardous Materials" shall have the meaning provided in Article II, Section 2.1(k)(1) hereof.

"Improvements" means any public improvements on real property owned by the Lessee and leased to the Lessor pursuant to the Site Lease.

"Insurance Consultant" means an individual or firm employed by the Lessee as an independent contractor, experienced in the field of risk management.

"Interest Component" means the portion of the Lease Payments designated as interest on Exhibit A hereto.

"Laws and Regulations" shall have the meaning provided in Article II, Section 2.1(k)(1) hereof.

"Lease Payment Date" means May 1 and November 1 of each year, commencing November 1, 2022.

"Leased Property" means, collectively, all of the Leased Property and Leased Property Components of the real and/or personal property, consisting of the site and the capital improvements described in Exhibit B to the Lease.

"Leased Property Component" means any identifiable portion or singular parcel comprising the real and/or personal property described in Exhibit B to the Lease.

"Net Insurance and Condemnation Proceeds" means any net proceeds of insurance or condemnation proceeds paid with respect to the affected portion of any Leased Property remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Permitted Encumbrances" means, with respect to the Leased Property, as of any particular time: (i) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to the provisions of Article V of this Lease, permit to remain unpaid; (ii) the Site Lease; (iii) the Assignment Agreement; (iv) this Lease; (v) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; and (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the Lessee certifies in writing will not impair the use of the Leased Property or to which the Lessor consents in writing.

"Principal Component" means the portion of the Lease Payments designated as principal.

"Program Expenses" means all administrative costs of the Lessor relating to the Leased Property, including, without limitation, taxes of any sort whatsoever payable by the Lessor as a result of its ownership of the Leased Property or its undertaking of the transactions contemplated herein or in the Lease, Costs of Issuance, fees of auditors, accountants, attorneys or engineers, insurance premiums, credit enhancement fees, and all other necessary administrative costs of the Lessor or charges required to be paid by it in order to maintain its existence or to comply with the terms of this Lease or to defend the Lessor.

"Release" shall have the meaning provided in Article II, Section 2.1(k)(1) hereof.

"Removal" means the release of all or a portion of the Leased Property from the leasehold hereof and of the Site Lease, as provided in Article III, Section 3.6 hereof.

"Site Lease" means the Site Lease, dated as of May 1, 2022, by and between the Lessor, as lessee thereunder, and the Lessee, as lessor thereunder, and any duly authorized and executed amendments or supplements thereto.

"Special Counsel" means Norton Rose Fulbright US LLP or another firm of attorneys of nationally recognized standing in matters pertaining to obligations issued by states and their political subdivisions.

"State" means the State of California.

"Substitution" means the release of all or a portion of the Leased Property from the leasehold hereof and of the Site Lease, and the lease of substituted real property and Improvements and/or equipment, if any, hereunder and under the Site Lease, as provided in Article III, Section 3.8 hereof.

SECTION 1.2 Exhibits The following Exhibits are attached to, and by this reference incorporated into and made a part of, this Lease: Exhibit A – Schedule of Lease Payments to be made by the Lessee to the Lessor; Exhibit B – Legal Description of Leased Property.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of Lessee The Lessee represents, covenants and warrants to the Lessor as follows:

(a) Due Organization and Existence The Lessee is a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site Lease and this Lease and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Lessee has duly authorized the execution and delivery by the Lessee of the Site Lease and this Lease.

(b) Authorization; Enforceability The Constitution and laws of the State authorize the Lessee to enter into this Lease and the Site Lease (collectively, the "Agreements") and to enter into the transactions contemplated by and to carry out its obligations under all of the Agreements, and the Lessee has, concurrently with the execution hereof, duly authorized and executed all of the Agreements. The Agreements constitute legal, valid and binding obligations of the Lessee, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Defaults Neither the execution and delivery of the Agreements, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrances whatsoever upon any of the property or assets of the Lessee.

(d) Indemnification of Lessor The Lessee covenants to indemnify and hold harmless the Lessor and its directors and employees, and the Assignee, and with regard to its own rights (each, an "Indemnified Party"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease.

(e) Execution and Delivery The Lessee has taken all actions required to authorize and execute this Lease in accordance with the Constitution and laws of the State.

(f) Financial Condition The Lessee has experienced no material change in its financial condition since June 30, 2021.

(g) No Litigation There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best of its knowledge, threatened against the Lessee in any way contesting or affecting the validity or enforceability of this Lease or the Site Lease or contesting the powers of the Lessee to execute and deliver this Lease or the Site Lease or to consummate the transactions contemplated hereby or thereby.

(h) Essentiality of the Leased Property The Leased Property is essential to the operations of the Lessee.

(i) Leased Property To the best of the City's knowledge, the Leased Property complies with all material applicable restrictive covenants, zoning ordinances, building laws and other applicable laws (including without limitation, the Americans with Disabilities Act, as amended). The Lessee is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the Lessee's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. The Leased Property is not located in a flood hazard area.

(j) Compliance with Laws and Regulations

(1) The Lessee has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Leased Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Leased Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the Lessee nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of any of the Leased Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the Lessee, any of the Leased Property or the business operations conducted by the Lessee thereon (collectively, "Hazardous Materials") on, from or beneath

its Leased Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Material on, from or beneath the Leased Property, or (iii) stored any material amount of petroleum products at the Leased Property in underground storage tanks.

(2) Excluded from the representations and warranties in subsection (1) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city facility, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(3) No Leased Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Leased Property.

(k) Environmental Compliance

(1) The Lessee shall not use or permit the Leased Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Leased Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Leased Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation of a city facility, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the Lessee shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Lessor, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Leased Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (4) hereof and only to the extent necessary to maintain the improvements on the Leased Property.

(2) The Lessee shall comply with, and shall use its best efforts to ensure that any tenant's subtenants, licensees, employees, contractors, and agents to comply with, all Environmental Regulations and shall keep the Leased Property free and clear from Hazardous Materials; provided, however, that notwithstanding that a portion of this covenant is limited to the Lessee's use of its best efforts, the Lessee shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the Lessee's obligations contained in subsection (3) hereof. Upon receipt of any notice from any Person with regard to the Release of Hazardous Materials on, from or

beneath the Leased Property, the Lessee shall give prompt written notice thereof to the Lessor (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

(3) Irrespective of whether any representation or warranty contained herein is not true or correct, the Lessee shall defend, indemnify and hold harmless the Assignee, its partners and each of its and their employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section, consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior notice of which the Lessor, Assignee shall have delivered to the Lessee), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Leased Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five (5) Business Days' prior notice of which the Lessor, the Assignee shall have delivered to the Lessee), or governmental order relating to Hazardous Materials on, from or beneath any of the Leased Property, (iv) any violation of Environmental Regulations or subsection (1) or (2) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the Lessee is strictly liable under any Environmental Regulation, its obligation to the Assignee, and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this subsection (3) shall survive any foreclosure of the leasehold interest in the Leased Property or the delivery of any instrument in lieu of foreclosure of such leasehold interest, and satisfaction of the Lease Payments due hereunder.

(4) The Lessee shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

(l) No Condemnation The Lessee hereby covenants and agrees, to the extent it may lawfully do so, that as long as any of the Lease Payments or Additional Payments remain outstanding and unpaid, the Lessee will not exercise the power of condemnation with respect to the Leased Property. The Lessee further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the Lessee should fail or refuse to abide by such covenant and condemns the Leased Property, the appraised value of the Leased Property shall not be less than the greater of (i) if such Lease Payments are then subject to prepayment, or (ii) if this Lease is not then subject to prepayment, the amount necessary to defease this Lease.

(m) Appropriated The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(n) Lease Payments The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

SECTION 2.2 Representations, Covenants and Warranties of Lessor The Lessor represents, covenants and warrants to the Lessee as follows:

(a) Due Organization and Existence; Enforceability The Lessor is a corporation duly organized and existing under the laws of the State, and has the power to enter into the Site Lease, this Lease and the Assignment Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements. The Site Lease, this Lease and the Assignment Agreement constitute the legal, valid and binding obligations of the Lessor, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Encumbrances The Lessor will not pledge or assign the Lease Payments or other amounts derived from the Leased Property and from its other rights under this Lease except the Lessor may create, assume or suffer to exist Permitted Encumbrances provided under the terms of this Lease.

(c) No Violations Neither the execution and delivery of the Site Lease, this Lease and the Assignment Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws creating the Lessor or any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing. Unless otherwise agreed to in writing by the Assignee no lien on the Leased Property (except laborers' and mechanics' liens) senior to the lien established hereby shall be permitted.

(d) No Assignment Except as provided herein, in the Assignment Agreement and in this Lease, the Lessor will not assign this Lease, its right to receive Lease Payments from the Lessee, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section; provided, however, that Lessor shall, with the prior written consent of the Assignee, have the absolute right to assign this Lease and its rights and obligations hereunder to any other such person, firm or corporation.

(e) Execution and Delivery The Lessor has duly authorized and executed this Lease and the Site Lease in accordance with the Constitution and laws of the State.

(f) No Litigation There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best of its knowledge, threatened against the Lessor in any way contesting or affecting the validity or enforceability of this Lease or the Site Lease or contesting the powers of the Lessor to execute and deliver this Lease or the Site Lease or to consummate the transactions contemplated hereby or thereby.

(g) Cooperation The Lessor shall cooperate fully with the Lessee at the expense of the Lessee in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of this Lease and shall cooperate fully with the Lessee in contesting any lien filed or established against the Leased Property, upon the request and at the expense of the Lessee pursuant to Article V of this Lease.

(h) Municipal Advisor Rules The Lessor is not acting as an advisor to the Lessee, including, without limitation, as a "Municipal Advisor" as such term is defined in the Municipal Advisor Rules, or an agent or a fiduciary of the Lessee and the Lessor has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby or by the Site Lease and the discussions, undertakings and procedures leading thereto.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

SECTION 3.1 Deposit of and Application of Funds On the Closing Date, the Assignee shall cause the following amounts derived from amounts paid by the Assignee under the Assignment Agreement to be transferred:

(a) $_________ to CalPERS for the account of the Lessee, as follows --

[insert CalPERS payoff wire instructions]

(b) $________ to the Lessee to pay all Costs of Issuance.

SECTION 3.2 Leased Property The Leased Property is the subject of the Site Lease and shall be deemed to be and is subleased under this Lease. The Lessee has leased the Leased Property to the Lessor in consideration, in part, for the Lessor's promise to cause the acquisition, delivery, installation, equipping, remodeling or construction of the Leased Property.

SECTION 3.3 Lessee to Act as Agent for the Lessor

(a) Each item to be leased hereunder as a part of the Leased Property is of a category eligible for leasing by the Lessee. The Lessor shall not be accountable for the acts of the Lessee as its agent hereunder and the Lessee hereby assumes total responsibility for the performance of its duties hereunder.

(b) The Lessee, for One Dollar ($1.00) and other good and valuable consideration in hand received, does hereby accept the appointment as agent of the Lessor for the purposes set forth in this Section.

SECTION 3.4 Reserved

SECTION 3.5 Substitution of Alternate Leased Property and Release of Leased Property

(a) With the prior written consent of the Assignee, the Lessee shall have the right to release or to substitute alternate property for the Leased Property provided for in Exhibit B hereto, or add additional real property and/or personal property and/or equipment to the Leased Property, but only by providing the Assignee with a duly recorded amendment or supplement to this Lease in accordance herewith. All costs and expenses incurred in connection with any such substitution or addition shall be borne by the Lessee. Notwithstanding any substitution or addition pursuant to this Section, there shall be no reduction in or abatement of the Lease Payments due from the Lessee hereunder as a result of such substitution.

(b) If the Lessee substitutes any alternate real property, or equipment, as applicable, or Improvement for the Leased Property or adds additional components to the Leased Property, written notice of such substitution or addition shall be delivered by the Lessee and to the Lessor and the Assignee. The Lessee shall not substitute alternate real property or equipment, as applicable, or Improvements for the Leased Property or add an additional component to the Leased Property, without first obtaining a certificate of the Lessee (A) stating that the annual fair rental value of the Leased Property after the Substitution or Removal, in each year during the remaining term of this Lease, is at least equal to the maximum annual Lease Payments during the remaining term of the Lease, (B) demonstrating that the useful life of the Leased Property after Substitution or Removal equals or exceeds the remaining term of this Lease, and (C) stating that the Leased Property after a Substitution or Removal is as essential to the operations of the Lessee as was the Leased Property immediately prior to such Substitution or Removal.

(c) In the event of a Substitution or Removal, there shall also be delivered to the Lessor and the Assignee (i) a policy of title insurance in an amount equal to the same proportion of the principal amount as the Principal Components of the Lease Payments attributable to the remaining portion of the real property portion of the Leased Property or the Substituted Leased Property bears to the total Principal Components of Lease Payments, insuring the Lessee's leasehold interest in the Substituted Leased Property (except any portion thereof which is not real property) subject only to Permitted Encumbrances, together with an endorsement thereto making such policy payable to the Assignee and relating to this Lease and evidence that no prior liens exist with respect to such Substituted Leased Property subject only to Permitted Encumbrances, and (ii) in the event of a partial Removal, evidence that the title insurance in effect immediately prior thereto is not affected.

ARTICLE IV

AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE LEASED PROPERTY

SECTION 4.1 Lease The Lessor hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Lessor, upon the terms and conditions set forth in this Lease.

SECTION 4.2 Term of Agreement The “Term” of this Lease shall mean the duration of this Lease for the Leased Property, which shall commence on the Closing Date and shall terminate on May 1, 20__, unless earlier terminated in accordance with the following paragraph, provided, however that if Lease Payments remain unpaid at the expiration of the Lease Term, or provision shall not have been made for their payment, then this Lease shall not terminate until the earlier of (i) May 1, 20__ or the expiration of the term of the Lease in the event this Lease shall have been amended pursuant to Article VIII, Section 8.3 hereof, unless such term is sooner terminated as hereinafter provided; and, provided further, however, that there shall be terminated with respect to the Leased Property, the entirety of Lessor’s interest which is transferred to the Lessee upon the end of the useful life of the Leased Property in the same manner, as provided in Article IV, Section 4.5(b) with respect to the transfer of the Leased Property at the end of the Term. The Term of this Lease shall in no event be extended beyond the maximum period permitted by law.

The Term of this Lease shall end upon the earliest of any of the following events: (a) a default by the Lessee and the Lessor’s subsequent election to terminate this Lease under Article IX, Section 9.2(b); (b) the payment by the Lessee of all Lease Payments required under Article IV, Section 4.3 hereof and any Additional Payments required under Article IV, Section 4.6 hereof; (c) the deposit of moneys or Defeasance Obligations with the Corporation or escrow agent appointed by the Corporation in amounts sufficient to pay all of the Lease Payments as the same shall become due, as provided by Article X, Section 10.1 hereof; or (d) upon the exercise by the Lessee of its option to purchase the entire interest of the Lessor in the Leased Property as provided in Article IV, Section 4.5(c) hereof and payment of all amounts provided for hereunder.

SECTION 4.3 Lease Payments

(a) Obligation to Pay

(1) Time and Amount Subject to the provisions of Article VI and Article X hereof, the Lessee agrees to pay to the Lessor, its successors and assigns, as rental for the use and possession of the Leased Property, the Lease Payments in the amounts specified in Exhibit A hereto, to be due and payable on each Lease Payment Date.

Lease Payments shall be paid from any source of legally available funds of the Lessee, and so long as the Leased Property, or a sufficient portion thereof, is available for the use, the Lessee covenants to take such action as may be necessary to include all Lease Payments due hereunder in its budgets and to make the necessary appropriations for all such Lease Payments and Additional Payments.

During the Term hereof, the Lessee will furnish to the Assignee upon request, no later than twenty (20) days following the adoption of the budget for its then-current fiscal year, and prior to the beginning of the fiscal year, a certificate of the Authorized Representative to the effect that amounts stated in the Lessee's proposed annual budget for the payment of Lease Payments due under this Lease in the fiscal year covered by such budget and approved by the Governing Board are fully adequate for the payment of all Lease Payments due under this Lease in such fiscal year. The covenants on the part of the Lessee herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Lessee to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the Lessee.

(2) No Withholding Notwithstanding any dispute between the Lessor and the Lessee, including any dispute as to the failure of any Leased Property Component to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

(b) Terms and Effect of Prepayment and Purchase of the Leased Property

(1) Optional Prepayment The Lessee shall have the option to prepay in whole on any Interest Payment Date the then unpaid Principal Components of its Lease Payments due at the prepayment prices set forth below, plus accrued interest on such unpaid Principal Component of Lease Payments to the date of prepayment.

Prepayment Date	Prepayment Price
May 1, 2022 through and including May 1, 2024	103%
November 1, 2024 through and including May 1, 2026	102
November 1, 2026 through and including May 1, 2028	101
November 1, 2028 and thereafter	100

(2) In Whole; Exercise of Purchase Option If the Lessee exercises its option to purchase the entire interest of the Lessor in the Leased Property in accordance with Article IV, Section 4.5(c) hereof by prepaying all remaining Lease Payments either by irrevocably making a security deposit with the Assignee as provided in Article X, Section 10.1 hereof or from Net Insurance and Condemnation Proceeds as provided in Article X, Section 10.2 hereof, the Lessee's obligations under this Lease shall thereupon cease and terminate, including but not limited to the Lessee's obligations to continue to pay Lease Payments under this Section.

(3) In Part If the Lessee prepays less than all of the remaining Principal Components of the Lease Payments pursuant to this Section or from Net Insurance and Condemnation Proceeds pursuant to Article X, Section 10.2 hereof, or pursuant to Article X, Section 10.3 hereof, the amount of such prepayment shall be applied proportionately

over the remaining Term to reduce the Principal Components of the Lease Payments. Upon prepayment the Authorized Representative of the Lessee shall prepare (or cause to be prepared) a revised schedule of Lease Payments which schedule shall take into account such prepayment and shall be and become for all purposes thereafter Exhibit A attached hereto.

(4) Notice and Timing of Prepayment Before making any prepayment hereunder, the Lessee shall give written notice to the Lessor and the Assignee describing such event and specifying the date on which the prepayment will be made, which notice shall be given no later than the thirtieth (30th) day prior to the date scheduled for prepayment.

(c) Rate of Overdue Payments If Lessee should fail to make any of the payments required in this Section, the payments in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest at the Default Rate, to the extent permitted by law, from the date such amount was originally payable.

(d) Fair Rental Value The Lease Payments shall be paid by the Lessee in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Leased Property during each such period for which such payments have been paid. The parties hereto have agreed and determined that such payments represent at least the fair rental value of the Leased Property. In making such determination, consideration has been given to the obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the Lessee and the general public.

(e) Assignment The Lessee understands and agrees that, pursuant to the Assignment Agreement, the Lessor has assigned its right to receive and collect Lease Payments, Additional Payments and prepayments thereof to the Assignee, and the Lessee assents to such assignment. The Lessor hereby directs the Lessee, and the Lessee hereby agrees to pay to the Assignee at such other place as the Assignee shall direct in writing, all payments payable by the Lessee pursuant to this Section, Article IV, Section 4.6 and Article X hereof.

(f) Abatement Lease Payments shall be subject to abatement as provided in Article VI, Section 6.1 hereof.

SECTION 4.4 Quiet Enjoyment During the term of this Lease, the Lessor shall provide the Lessee with quiet use and enjoyment of the Leased Property, and the Lessee shall during such term peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Lessor, or any person or entity claiming under or through the Lessor except as expressly set forth in this Lease. The Lessor shall, at the request and expense of the Lessee, join in any legal action in which the Lessee asserts its right to such possession and enjoyment to the extent the Lessor may lawfully do so. Notwithstanding the foregoing, the Lessor shall have the right to inspect the Leased Property as provided in Article VII, Section 7.3 hereof.

SECTION 4.5 Title to the Leased Property

(a) Lessor Holds Leasehold Interest During Term During the term of this Lease, the Lessor shall hold a leasehold interest in the Leased Property, and each discrete portion thereof, and any and all additions which comprise repairs, replacements or modifications thereto. The Lessee shall take any and all actions, including but not limited to executing and filing any and all documents, reasonably required to maintain and evidence the Lessor's interest in the Leased Property at all times during the Term of this Lease.

(b) Title Transferred to Lessee at End of Term Upon expiration of the Term as set forth in Article IV, Section 4.2 herein, unless such expiration occurs pursuant to a default by the Lessee and the Lessor has elected to terminate this Lease under Article IX, Section 9.2(b) hereof, all right, title and interest of the Lessor in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer, except that with respect to the Leased Property Component constituting real property, the Lessor shall authorize, execute and deliver to the Lessee any documents required to transfer all right, title and interest of the Lessor to such real property to the Lessee.

(c) Option to Purchase The Lessee shall have the option to purchase the entire interest of the Lessor in the Leased Property by irrevocably making a security deposit as provided in Article X by paying the purchase price therefor in the form of moneys or Defeasance Obligations, or a combination thereof, in an aggregate amount sufficient to provide for the payment of all of the total Lease Payments, as and when due, taking into account investment income to be earned on the deposit of such moneys and investments whereupon all right, title and interest of the Lessor in and to the Leased Property shall vest in the Lessee without the necessity of any additional document of transfer. In any such event, if necessary, the Lessor shall authorize, execute and deliver to the Lessee any documents reasonably requested by the Lessee to terminate this Lease in order to confirm such vesting of title in the Lessee.

SECTION 4.6 Additional Payments As Additional Payments, the Lessee shall also pay such amounts as shall be required for the payment of all administrative costs of the Lessor relating to the Leased Property, including, without limitation, the Lessee's obligation to pay all taxes of any sort whatsoever payable by the Lessor as a result of its ownership of the Leased Property or its undertaking of the transactions contemplated herein or, as may be related to this Lease, fees of auditors, accountants, attorneys or engineers, insurance premiums, credit enhancement fees, and all other necessary administrative costs of the Lessor or charges required to be paid by it in order to maintain its existence or to comply with the terms of the this Lease or to defend the Lessor. Such Additional Payments shall be billed to the Lessee by the Lessor from time to time, together with a statement certifying that the amount billed has been paid by the Lessor for one or more of the items above described, or that such amount is then payable by the Lessor within fifteen (15) days after receipt of the bill by the Lessee. Additional Payments due under this Section shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; OTHER MATTERS

SECTION 5.1 Maintenance, Utilities, Taxes and Assessments Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the Lessee or any sublessee thereof. In exchange for the Lease Payments herein provided, the Lessor agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The Lessor shall have no responsibility for making improvements and additions to the Leased Property other than as set forth herein. The Lessee shall also pay or cause to be paid any and all sales taxes or other taxes, levies, charges, withholdings, assessments and governmental charges of any nature whatsoever, together with any additions to tax, penalties, fines or interest thereon charged against the Leased Property, as Additional Payments under Article IV, Section 4.6 hereof, including, without limitation, penalties, fines or interest arising out of any delay or failure by the Lessee to pay any of the foregoing or failure to file or furnish to the Lessor for filing in a timely manner any returns, hereinafter levied or imposed against the Lessor or the Leased Property, the rentals and other payments required hereunder or any parts thereof or interests in the Lessee or the Lessor by any governmental authority.

SECTION 5.2 Modification of the Leased Property

(a) The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to the Leased Property if such improvements are necessary or beneficial for the use of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the tax status of the Interest Components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value in the aggregate which is not less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) The Lessee will not permit any mechanic's or other lien to be established or to remain against the Leased Property for labor or materials furnished in connection with any additions, modifications, remodeling, construction or improvements made by the Lessee pursuant to this Section, except Permitted Encumbrances; provided, that if any such lien is established and the Lessee shall first notify or cause to be notified the Lessor of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the liens so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Lessor with full security against any loss or forfeiture which might arise from such nonpayment with respect to the Leased Property, in form satisfactory to the Lessor. The Lessor will cooperate fully in any such contest, upon the request and at the expense of the Lessee.

SECTION 5.3 Public Liability and Property Damage Insurance; Workers' Compensation Insurance

(a) Public Liability and Property Damage The Lessee shall maintain or cause to be maintained, throughout the Term of this Lease, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the Lessee, its officers, agents and employees. Such policy or policies shall provide for indemnification of such parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of the Leased Property.

Such policy or policies shall provide coverage in the minimum liability limits of $1,000,000 for personal injury or death of each person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of $150,000 (subject to a deductible clause of not to exceed $50,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of $3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the Lessee, and may be maintained in the form of self-insurance by the Lessee.

The Net Insurance and Condemnation Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid, including, where appropriate, the application of Net Insurance and Condemnation Proceeds with respect to the prepayment of the Lease Payments. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance carried by the Lessee.

As an alternative to providing the insurance required by the first paragraph of this Section, the Lessee may provide a self-insurance method or plan of protection which shall afford reasonable protection to the Lessor, its directors, officers, agents and employees and the Assignee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the Lessee. Before such method or plan may be provided by the Lessee, there shall be filed with the Assignee a certificate of an actuary, Insurance Consultant or other qualified person to the satisfaction of the Lessor, stating that, in the opinion of the signer, the substitute method or plan of protection, is in accordance with the requirements of this Section and, when effective, would afford reasonable protection to the Lessor, its directors, officers, agents and employees and the Assignee against loss and damage from the hazards and risks covered thereby and Assignee may conclusively rely thereon. There shall also be filed a certificate of the Lessee setting forth the details of such substitute method or plan.

(b) <u>Workers' Compensation</u> The Lessee shall also maintain or require (in the case of vendors or contractors and all subcontractors) throughout the Term of this Lease, workers' compensation insurance issued by a responsible carrier authorized under the laws of the State covering all employees working on the Leased Property, in the same amount and type as other workers' compensation insurance maintained by the Lessee for similar employees doing similar work (and the Lessee shall also require any other person or entity working on the Leased Property to carry the foregoing amount of workers' compensation insurance). Workers' compensation insurance may, to the extent provided by law, be maintained in the form of self-insurance.

SECTION 5.4 <u>Fire and Theft Insurance</u> The Lessee shall maintain or cause to be maintained, throughout the Term of this Lease, insurance against loss or damage to any or all of the Leased Property by fire and lightning, with extended coverage endorsement (which extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and other hazards as are normally covered by such insurance), vandalism and malicious mischief insurance, sprinkler system leakage insurance, boiler insurance, and against loss of any of the Leased Property by theft.

Such insurance shall be in an amount equal to the greater of 100% of the replacement cost of the Leased Property (or, if under separate policies, in an aggregate amount equal to 100% of the replacement cost of the Leased Property) or the outstanding Principal Components of the Lease Payments, except that such insurance may be subject to deductible clauses of not to exceed $50,000 for any one loss; *provided*, *however*, that in no event shall such insurance be maintained in an aggregate amount less than the aggregate Principal Components of the Lease Payments at that time Outstanding. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessee and may be maintained in the form of self-insurance by the Lessee. The Net Insurance and Condemnation Proceeds of each policy or coverage shall be applied as provided in Article VI, Section 6.2(a) and (c).

SECTION 5.5 Rental Interruption and Title Insurance

(a) The Lessee shall maintain or cause to be maintained with a reputable commercial insurer throughout the Term of this Lease insurance against loss, total or partial, of the use and occupancy of the Leased Property as a result of any of the hazards covered by Article V, Section 5.4 hereof, in an amount not less than the maximum remaining scheduled Lease Payments for a 24-month period, except that such insurance need be maintained as to the peril of earthquake only if such insurance is available at reasonable cost on the open market from reputable insurance companies. Such insurance shall be subject to a deductible clause not to exceed $50,000. Such insurance may be maintained as part of or in conjunction with any other rental interruption insurance carried by the Lessee but may not be maintained as self-insurance. The Net Insurance and Condemnation Proceeds of such insurance shall be paid to the Lessor and shall be credited toward the payment of the Lease Payments in the order in which such Lease Payments come due and payable. The policy shall cover all components of the Leased Property and the facilities comprising the Leased Property.

(b) The Lessee shall, on or before the Closing Date, obtain a CLTA or an ALTA title insurance policy respecting the ownership and condition of the real property portion of the Leased Property as described in Exhibit B hereto, in an amount equal to the maximum aggregate amount of Principal Components of the Lease Payments.

SECTION 5.6 General Insurance Provisions

(a) Form of Policies All policies of insurance obtained under the requirements of this Lease and any statements of self-insurance shall be in forms certified by an insurance agent, broker or consultant to the Lessee to comply with the provisions hereof unless waived by the Assignee. Any insurance policy obtained under the requirements of this Lease shall be issued by a commercial insurer rated at least “A” by S&P, and shall be written or endorsed to list the Assignee, the Lessor and the Lessee as additional named insureds and the Assignee as loss payee, with in all instances the net proceeds, if any, of the insurance policy described in Article V, Section 5.5(a) above to be deposited as directed by the Lessor, and each insurance policy provided for herein shall contain a provision to the effect that the insurance company shall not cancel the policy without first giving written notice thereof to the Assignee, the Lessor and the Lessee at least ten (10) days in advance of such intended cancellation; provided that, the Assignee shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustments, compromise or settlement of any loss agreed to by it.

(b) Payment of Premiums The Lessee shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Assignee a certificate to such effect accompanied by evidence of such payments.

(c) Evidence of Insurance The Lessee will deliver to the Lessor and the Assignee by May 1 of each year, if requested, a certificate to the effect that the requirements of Article V, Sections 5.3, 5.4, 5.5 and 5.6 hereof have been satisfied, together with a certificate or certificates of an Insurance Consultant evidencing such satisfaction. Upon request, the Lessee shall provide a schedule, in such detail as the Lessor or the Assignee may reasonably request, setting forth any insurance policies then in force described in this Lease, listing the names of the insurers which have issued the policies, the policy limits thereof and the hazards and risks covered thereby, or the certificate of an Insurance Consultant providing similar information. The Assignee is entitled to rely on such certificates as to the Lessee's compliance with these provisions and the Assignee has no further duties in that regard.

(d) Self-Insurance Requirements If the Lessee chooses to self-insure for any of the risks described in Article V, Sections 5.3 and 5.4 for which self-insurance is permitted, it must on at least an annual basis in the month of July provide evidence to the Assignee and the Lessor to the effect that (i) the Lessee has segregated amounts meeting such requirements in a special insurance reserve account dedicated to the Leased Property, (ii) a certificate of an Insurance Consultant to the Assignee and the Lessor to the effect that the Lessee's general insurance reserves are adequate to provide the required amount of coverage, and (iii) an actuarial statement attesting to the sufficiency of the program's assets. The Assignee may conclusively rely upon such certificates. The Lessee agrees that in the event the self-insurance program is discontinued, the actuarial soundness of the special insurance reserve account shall be maintained.

SECTION 5.7 Liens Except as provided in this Article (including without limitation Article V, Section 5.2(b)), the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledges, liens, charges, encumbrances or claims, as applicable, on or with respect to the Leased Property, or any portion thereof, other than the respective rights of the Lessor and the Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in this Article, the Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.8 Use of the Leased Property The Lessee represents and warrants that it has or will, as of the Closing Date, have an immediate need for, and expects to make immediate use of the Leased Property, which need is not temporary or expected to diminish in the foreseeable future. The Lessee agrees not to give priority in the appropriation of funds for the construction, acquisition or use of any additional Equipment or facilities, as the case may be, performing functions similar to that performed by the Leased Property.

SECTION 5.9 Advances If the Lessee shall fail to perform any of its obligations under this Article, the Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure.

SECTION 5.10 Agreement to Pay Program Expenses The Lessee agrees to pay to the Assignee, as the assignee of the Lessor, all Program Expenses of the Lessor charged to the Lessee and Program Expenses charged to the Lessee by the Assignee.

SECTION 5.11 Books and Records The Lessee will at all times during the Term of this Lease keep proper books of record and account in which full, true and correct entries in conformity with applicable law shall be made of all dealings and transactions in relation to its activities. The Lessee will permit the Lessor, any authorized representatives of the Lessor and the Lessor's successors and assigns at reasonable times and intervals upon prior written notice to examine and make abstracts, subject to proprietary and confidentiality policies and agreements of or binding upon the Lessee, from the Lessee's books and records and to discuss the Lessee's affairs, finances and account with the Lessee's officers and independent accountants. The Lessee will promptly notify the Lessor if at any time the Lessee shall not maintain a positive fund balance in its general fund.

ARTICLE VI

DAMAGE AND DESTRUCTION; USE OF NET INSURANCE AND CONDEMNATION PROCEEDS

SECTION 6.1 Abatement of Lease Payments in Event of Loss of Use A proportional amount of the Lease Payments shall be abated during any period in which, by reason of condemnation, damage or destruction, there is substantial interference with the use and possession of the Leased Property, or any discrete portion thereof, by the Lessee. The amount of such abatement shall be determined by the Lessee such that the resulting Lease Payments represent fair consideration for the use and possession of the portion of the Leased Property not condemned, damaged or destroyed. Such abatement shall commence on the date of condemnation, damage or destruction and shall end with the substantial completion of the replacement or work of repair. There shall be no abatement in Lease Payments as a result of any design defects other than design defects that result in condemnation, damage or destruction with regard to the Leased Property, it being the intention of the parties hereto that recourse in such event would be made to the contractor or vendor. Except as provided herein, in the event of any such condemnation, damage or destruction, this Lease shall continue in full force and effect and the Lessee waives any right to terminate this Lease by virtue of any such condemnation, damage or destruction, including any rights otherwise granted under California Civil Code Sections 1932(2) and 1933(4).

SECTION 6.2 Application of Net Insurance and Condemnation Proceeds

(a) <u>From Insurance Award</u>.

(1) Net Insurance and Condemnation Proceeds shall be deposited by the Lessee promptly upon receipt thereof in a special fund with the Assignee designated as the "Net Insurance and Condemnation Proceeds Fund."

(2) Within ninety (90) days following the date of such deposit, the Lessee shall determine and notify the Lessor and the Assignee in writing of its determination either (a) that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the Lessee and the Net Insurance and Condemnation Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments hereunder, or (b) that all or a portion of such Net Insurance and Condemnation Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property and the fair rental value of the Leased Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(3) In the event the Lessee's determination is as set forth in clause (a) of subparagraph (2) above, such Net Insurance and Condemnation Proceeds shall be promptly applied to the prepayment of the unpaid principal component of the Lease Payments and other amounts pursuant to this Lease; provided, however, that in the event of damage or destruction of the Leased Property in full, such Net Insurance and Condemnation Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, and all other costs related to such prepayments pursuant to this Lease and otherwise such Net Insurance and Condemnation Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property; provided further, however, that in the event of damage or destruction of the Leased Property in part, such Net Insurance and Condemnation Proceeds may be applied to the prepayment of the unpaid principal component of the Lease Payments only if the resulting Lease Payments following such prepayment from Net Insurance and Condemnation Proceeds represent fair consideration for the remaining portions of the Leased Property and otherwise such Net Insurance and Condemnation Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, evidenced by a certificate signed by an Authorized Representative.

(4) In the event the Lessee's determination is as set forth in clause (b) of subparagraph (ii) above, such Net Insurance and Condemnation Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the Lessee, and until the Leased Property has been restored to its prior condition, the Lessee shall not place any lien or encumbrance on the Leased Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) From Title Insurance. The Net Insurance and Condemnation Proceeds from a title insurance award shall be deposited by the Lessee in the Net Insurance and Condemnation Proceeds Fund and credited towards the prepayment of Lease Payments as provided hereunder.

SECTION 6.3 Laws and Ordinances The Lessee agrees to observe and comply with all rules, regulations and laws applicable to the Lessee with respect to the Leased Property and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the Lessee, and the Lessor shall not be liable therefor. The Lessee agrees further to place, keep, use, maintain and operate the Leased Property in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees and the public.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS TO THE LEASED PROPERTY

SECTION 7.1 Disclaimer of Warranties THE LESSOR AND ITS ASSIGNS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY OR ANY LEASED PROPERTY COMPONENT. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT COMPRISING THE LEASED PROPERTY OR A DEALER THEREIN, AND THE LESSEE IS LEASING THE LEASED PROPERTY COMPONENTS "AS-IS," IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE LESSEE. In no event shall the Lessor or its assigns be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease or the Site Lease for the existence, furnishing, functioning or use and possession of the Leased Property. In no event shall the Lessor or its assignees be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or the use of any item or products provided for in this Lease.

SECTION 7.2 Lessee's Right to Enforce Warranties The Lessor hereby irrevocably appoints the Lessee as its agent and attorney-in-fact during the term of this Lease, so long as the Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Leased Property which the Lessor may have against any vendor or contractor. The Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of the Lessor with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The Lessee shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Lessor shall, upon the Lessee's request and at the Lessee's expense, do all things and take all such actions as the Lessee may request in connection with the assertion of any such claims and rights. The Lessee expressly acknowledges that the Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the manufacturer or vendor or contractor.

SECTION 7.3 Access to the Leased Property The Lessee agrees that the Lessor, any Lessor Representative and the Lessor's successors or assigns and the Assignee, shall have the right (but no duty) at all reasonable times to enter upon and to examine and inspect the Leased Property. The Lessee further agrees that the Lessor, any Lessor Representative, and the Lessor's successors or assigns shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Lessee to perform its obligations hereunder; provided, however, that the Lessor's assigns shall have no duty to cause such proper maintenance.

SECTION 7.4 Release and Indemnification Covenants To the extent permitted by law, the Lessee shall and hereby agrees to indemnify and save the Lessor and the Assignee and their assigns, agents, officers, employees and servants harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the Lessee, (ii) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease, (iii) any act or negligence of the Lessee or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, or (iv) any act or negligence of any assignee or sublessee of the Lessee with respect to the Leased Property. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or gross negligence, under this Lease by the Lessor, its officers, agents, employees, successors or assigns. For purposes of this indemnification, Leased Property includes any alternate Leased Property pursuant to the provisions hereof.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

SECTION 8.1 Assignment by the Lessor Certain of the Lessor's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the Lessee under this Lease, have been assigned to the Assignee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the Lessee hereby consents. The Lessor will not assign this Lease, its right to receive Lease Payments from the Lessee, or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Article II, Section 2.2 hereof.

SECTION 8.2 Assignment and Subleasing by the Lessee This Lease may be assigned by the Lessee with the prior written consent of the Assignee. The Lessee may sublease the Leased Property, with the prior written consent of the Lessor, subject to all of the following conditions:

(i) this Lease and the obligation of the Lessee to make Lease Payments hereunder shall remain obligations of the Lessee;

(ii) the Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Lessor and the Assignee a true and complete copy of such sublease;

(iii) no sublease by the Lessee shall cause the Leased Property to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the laws of the State;

(iv) no sublease shall cause the Interest Component of the Lease Payments due with respect to the Leased Property to become subject to State personal income taxes, as evidenced by an opinion of Special Counsel; and

(v) if this Lease is assigned by the Lessee, the obligation to make Lease Payments hereunder shall remain the obligation of the Lessee.

SECTION 8.3 Amendment Lessee will not alter, modify or cancel or agree or consent to alter, modify or cancel this Lease except to permit any substitution or release, pursuant to Article III, Section 3.6 hereof, or otherwise without the prior written consent of the Assignee.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1 Events of Default Defined The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(i) Failure by the Lessee to pay any Lease Payment required to be paid hereunder immediately following each corresponding Lease Payment Date.

(ii) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed herein, other than as referred to in clause (i) of this Section, for a period of (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessor and the Assignee; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor or the Assignee, as the case may be, shall not unreasonably withhold their consent to an extension of up to sixty (60) days if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing of a voluntary petition in bankruptcy by the Lessee, or the failure by the Lessee promptly to institute judicial proceedings to lift any execution, garnishment or attachment of such consequence as will materially impair its ability to carry on its operations, or the filing of a petition by the Lessee under the Federal Bankruptcy Code, or the adjudication of the Lessee as insolvent or as a bankrupt, or any assignment by the Lessee for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian or similar officer by the Lessee or the entry by the Lessee into an agreement of composition with its creditors.

The Lessor's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of Lease Payments by the Lessee or the termination of this Lease by the Lessee.

SECTION 9.2 Remedies on Default

(a) Upon the occurrence and continuance of an event of default specified in Article IX, Section 9.1 above, the Lessor shall, only at the direction of the Assignee, proceed to:

(i) Protect and enforce this Lease by such judicial proceedings as the Lessor or its assignee shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Lease, or in aid of the exercise of any power granted in this Lease, or to enforce any other legal or equitable right vested in the Lessor or its assignee by this Lease or by law;

(ii) Take possession of the Leased Property and exclude the Lessee from using it until the default is cured, holding the Lessee liable for the Lease Payments and other amounts payable by the Lessee prior to such taking of the Leased Property under and pursuant to this Lease and curing of such default; or

(iii) Take whatever actions at law or in equity appear necessary or desirable to enforce its rights as the owner of the Leased Property, including termination of this Lease and the repossession, re-letting (in consultation with Special Counsel) or sale (in consultation with Special Counsel) of the Leased Property.

Any abatement of Lease Payments due to damage or destruction of any Leased Property will not constitute an event of default hereunder.

Notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. After the occurrence of an event of default hereunder, the Lessee will surrender possession of the Leased Property to the Lessor, if requested to do so by the Lessor or the Assignee.

(b) No Termination: Repossession and Re-Lease on Behalf of Lessee In the event the Lessor, at the direction of the Assignee, does not elect to terminate this Lease in the manner hereinafter provided for, the Lessor with the consent of the Lessee, which consent is irrevocably given, may repossess the Leased Property and re-let it for the account of the Lessee, in which event the Lessee's obligation under this Lease will continue to accrue from year to year in accordance with this Lease and the Lessee will continue to receive the value of the use of the Leased Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the Lessee shall remain the same as prior to such default to pay Lease Payments whether the Lessor re-enters or not. The Lessee agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions contained herein and shall reimburse the Lessor for any deficiency arising out of the re-letting of the Leased Property, or, in the event the Lessor is unable to re-let the Leased Property, then for the full amount of all Lease Payments to the end of the term of this Lease, but such Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments hereunder, notwithstanding such repossession by the Lessor or any suit, brought by the Lessor for the purpose of effecting such repossession of the Leased Property or the exercise of any other remedy by the Lessor.

The Lessee hereby irrevocably appoints the Lessor as the agent and attorney-in-fact of the Lessee to repossess and re-let the Leased Property in the event of default by the Lessee in the performance of any covenants contained herein to be performed by the Lessee and to remove (any removal to be done with reasonable prudence) all personal property connected to or made a part of the Leased Property, to place such Property in storage or other suitable place in the County of Los Angeles, for the account of and at the expense of the Lessee, and the Lessee hereby exempts and agrees to save harmless the Lessor from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-letting of the Leased Property. The Lessee hereby waives any and all claims for damages caused or which may be caused by the Lessor in repossessing the Leased Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Leased Property and all claims for damage to or loss of any property belonging to the Lessee that may be in or upon the Leased Property.

The Lessee agrees that the terms of this Lease constitute full and sufficient notice of the right of the Lessor to re-let the Leased Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Lessor in effecting such re-letting shall constitute a surrender or termination of this Lease irrespective of the term for which such re-letting is made or the terms and conditions of such re-letting or otherwise, but that, on the contrary, in the event of such default by the Lessee the right to terminate this Lease shall vest in the Lessor to be effected in the sole and exclusive manner provided for in subparagraph (c) below. The Lessee further waives the right to any rental obtained by the Lessor in excess of the Lease Payments and hereby conveys and releases such excess to the Lessor as compensation to the Lessor for its services in re-letting the Leased Property. If the liability of the Lessee under this subsection (b) is held to constitute indebtedness or liability in any year exceeding the income and revenue provided for such year, neither the Lessor nor the Assignee shall exercise the remedies provided in this subsection (b).

(c) Termination: Repossession and Re-Lease In the event of the termination of this Lease by the Lessor, at the direction of the Assignee, and in the manner hereinafter provided on account of default by the Lessee (and notwithstanding any repossession of the Leased Property by the Lessor in any manner whatsoever or the sale or re-letting of the Leased Property), the Lessee nevertheless agrees to pay to the Lessor all costs, losses or damages, but not Lease Payments, howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Lease Payments. Unless waived by the Assignee, notwithstanding any other provision herein, following an event of default, the Assignee shall have the right to re-enter and re-let the Leased Property and to terminate this Lease. Any proceeds of the re-letting of the Leased Property by the Lessor shall be applied to Lease Payments due and owing hereunder. Any surplus received by the Lessor from such sale or re-letting shall be the absolute property of the Lessor and the Lessee shall have no right thereto, nor shall the Lessee be entitled to any credit in the event of a surplus in the rentals received by the Lessor for the Leased Property. Neither notice to pay rent or to deliver up possession of the Leased Property given pursuant to law nor any proceeding taken by the Lessor to recover possession of the Leased Property shall by itself operate to terminate this Lease, and no termination of this Lease on account of default by the Lessee shall be or become effective by operation of law, or otherwise, unless and until the Lessor shall have given written notice to the Lessee of the election on the part of the Lessor to terminate this Lease. The Lessee covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Lessor by such written notice. No such termination shall be effected whether by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

SECTION 9.3 No Remedy Exclusive No remedy conferred herein upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 9.4 Agreement to Pay Attorneys' Fees and Expenses In the event either party to this Lease should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 9.5 No Additional Waiver Implied by One Waiver In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS AND PURCHASE OF LEASED PROPERTY

SECTION 10.1 Security Deposit Notwithstanding any other provision of this Lease, the Lessee may on any date exercise its option to purchase the entire leasehold interest of the Lessor in the Leased Property by an irrevocable deposit with the Corporation or a fiduciary reasonably satisfactory to the Corporation: (i) an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Corporation, is sufficient to pay the Lessee's unpaid Lease Payments, in accordance with the Lease Payment schedule set forth in Exhibit A hereto, or (ii) Defeasance Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant (which opinion shall be addressed and delivered to the Lessor), together with interest to accrue thereon, and money then on deposit in a segregated trust or escrow fund under a trust or escrow agreement, together with interest thereon, be fully sufficient to pay all of the unpaid Lease Payments on the Lease Payment Dates or by prepayment thereof pursuant to Article X, Section 10.2 hereto, as the Lessee shall instruct at the time of such deposit and be sufficient to discharge this Lease. In the event of a deposit pursuant to this Section (and provided that the Lessee has paid all Additional Payments due or accrued through the date of such deposit), all obligations of the Lessee under this Lease, and all security provided by this Lease for such obligations, shall cease and terminate, excepting only the obligation of the Lessee to make, or cause to be made, Lease Payments from the deposit made by the Lessee pursuant to this Section, and the entire interest of the Lessor in the Leased Property shall vest in the Lessee on the date of such deposit automatically and without further action by the Lessee or the Lessor (except as provided herein); provided, that vesting of title to the Leased Property in the Lessee shall be subject to the subsequent payment of Lease Payments made from such deposit in accordance with the provisions of this Lease. Such deposit shall be deemed to be and shall constitute a special fund for the payment of the Lease Payments in accordance with the provisions of this Lease. The Lessor shall execute and deliver such further instruments and take such further action as may reasonably be requested by the Lessee for carrying out the title transfer of the Leased Property.

SECTION 10.2 Mandatory Prepayment From Net Insurance and Condemnation Proceeds The Lessee shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part in such order of prepayment as shall be selected by the Lessee on any date, together with any accrued and unpaid interest, and any other costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Leased Property to be used for such purpose hereunder. The Lessee and the Lessor hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the Lessee's obligations under this Section 10.2.

ARTICLE XI

ADDITIONAL COVENANTS

SECTION 11.1 Compliance with and Enforcement of this Lease The Lessee covenants and agrees to perform all obligations and duties imposed upon the Lessee hereunder. The Lessor covenants and agrees to perform all obligations and duties imposed upon the Lessor under this Lease.

The Lessee will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission or refraining from action, would or might be a ground for cancellation or termination of this Lease by the Lessor hereunder. The Lessor and the Lessee, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting its estate in the Leased Property, which may or can in any manner affect such estate of the Lessee, will deliver the same, or a copy thereof, to the Assignee.

SECTION 11.2 Observance of Laws and Regulations The Lessee will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by it, including its right to exist and carry on business as a general law city, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

SECTION 11.3 Prosecution and Defense of Suits The Lessee shall promptly, and also upon request of the Assignee (it having no obligation to make such request) from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Leased Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Assignee harmless from all loss, cost, damage and expense, including attorneys' fees and expenses, which it may incur by reason of any such defect, cloud, suit, action or proceeding.

SECTION 11.4 Reporting to Assignee The Lessee shall no later than 270 days after the close of each Fiscal Year, submit to the Lessor (only upon the Lessor's written request) and to the Assignee, audited financial statements with respect to the Lessee for such fiscal year. In addition, the Lessee shall submit its annual budget each year in a timely manner to the Assignee, but no later than 20 days following its adoption by the City Council of the City.

SECTION 11.5 Further Assurances The Lessor and the Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as reasonably necessary or proper to carry out the intention or to facilitate the performance of this Lease, and for the better assuring and confirming to the Assignee of the rights and benefits provided herein.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1 Notices Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five Business Days after deposit in the United States first-class mail, postage prepaid, to the named party at the following addresses:

If to the Lessee:	City of South El Monte 1415 Santa Anita Avenue South El Monte, CA 91733 Attention: City Manager
If to the Lessor:	Municipal Finance Corporation 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: William A. Morton, President
If to Assignee:	First Foundation Public Finance 2233 Douglas Blvd #300 Roseville, CA 95661 Attention: Trevor Mael

SECTION 12.2 Binding Effect This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

SECTION 12.3 Severability In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

SECTION 12.4 Lessor Not Liable The Lessor and its directors, officers, agents and employees shall not be liable to the Lessee or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property or any Leased Property Component.

SECTION 12.5 Net-Net-Net Lease This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Lessor, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 12.6 Further Assurances and Corrective Instruments The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease.

SECTION 12.7 Execution in Counterparts This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.8 Applicable Law This Lease shall be governed by and construed in accordance with the laws of the State, applicable to contracts made and performed in such State.

SECTION 12.9 Third-Party Beneficiaries The Assignee is expressly recognized as third-party beneficiaries under this Lease.

SECTION 12.10 No Merger of Estate This Lease shall not operate as a merger of the Lessee's leasehold estate in the Leased Property and the Lessee's fee estate in the Leased Property shall not cause the leasehold interest granted to the Lessor under the Site Lease to be extinguished.

SECTION 12.11 Assignee not Municipal Advisor Inasmuch as this Lease represents a negotiated transaction, each of the Lessor and the Lessee understands, and hereby confirms, that the Assignee is not acting as a fiduciary of the Lessor or the Lessee, but rather is acting solely in its capacity as purchaser of the Lease, for its own account. Each of Lessor and the Lessee acknowledges and agrees that: (i) the transaction that is contemplated herein is an arm's length commercial transaction among the Lessor, the Lessee and the Assignee and its affiliates; (ii) in connection with such transaction, the Assignee and its affiliates are acting solely as principals and not as advisors including, without limitation, "Municipal Advisors" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"); (iii) the Assignee and its affiliates are relying on the bank exemption in the Municipal Advisor Rules; (iv) the Assignee and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessor or the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Assignee, or any affiliate thereof, has provided other services or advised, or is currently providing other services or advising the Lessor or the Lessee on other matters); (v) the Assignee and its affiliates have financial and other interests that differ from those of the Lessor and the Lessee; and (vi) each of the Lessor and the Lessee has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent that it deemed appropriate.

SECTION 12.12 Judicial Reference

(a) The Lessee hereby agrees as follows:

(1) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease or any document related thereto, any dealings of the Lessee related to the subject matter of this Lease or any related transactions (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time;

(2) upon a written request, or upon an appropriate motion by the Lessee, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Lessee agrees that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee;

(3) the Lessee shall promptly and diligently cooperate with the Referee and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this section;

(4) the Lessee may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; and

(5) the Lessee will have such rights to assert such objections as are set forth in section 638 et seq. of the California Code of Civil Procedure.

(b) The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least 10 years of judicial experience in civil matters. The Referee shall be appointed in accordance with section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within 10 days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Kings County Superior Court or the other similar federal court. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this section.

(c) No provision of this section shall limit the right of the Lessee to (i) exercise such self-help remedies as might otherwise be available under applicable law; or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Lessee to the Reference pursuant to this section.

(d) Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed in their names by their duly Authorized Signatories, as of the date first above written.

MUNICIPAL FINANCE CORPORATION,
as Lessor

By: ____________________________________
President

CITY OF SOUTH EL MONTE,
as Lessee

By: ____________________________________
City Manager

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)
) ss:
COUNTY OF LOS ANGELES)

On ______________________________ before me,__________________________(insert name of the officer), Notary Public, personally appeared _________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_________________________________ [Seal]

105390540.3

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	)	
	)	ss:
COUNTY OF LOS ANGELES	)	

On ______________________________ before me,__________________________(insert name of the officer), Notary Public, personally appeared _________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_________________________________ [Seal]

105390540.3

EXHIBIT A

SCHEDULE OF LEASE PAYMENTS

Amounts shall be paid on each Lease Payment Date in advance of the respective Payment Dates on the following schedule.

Bond Payment Date	Principal	Interest[1]	Debt Service	Annual Debt Service

[1] Assumed no Event of Default.

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EXHIBIT B

LEGAL DESCRIPTION OF LEASED PROPERTY

ATTACHMENT D

March 10, 2021

RE: **City of South El Monte**
2022 Lease Financing

Based upon your request and preliminary review of the information provided to-date, First Foundation Public Finance ("FFPF") would like express its interest in underwriting and obtaining credit approval for the following Credit Facility to the City of South El Monte, CA ("Borrower") based on the terms outlined below. This Letter is provided by First Foundation Public Finance for discussion purposes only. *It is not intended to be binding, does not create any obligation on the part of First Foundation Public Finance to Sponsor or any third party, and is not a commitment to lend or agreement of any kind. No obligation whatsoever on the part of First Foundation Public Finance shall arise until execution and delivery of a formal commitment or loan documentation by a duly authorized officer of First Foundation Public Finance, which obligation shall be subject to all of the conditions contained therein.*

The proposed loan conditions are:

STRUCTURE:	Term
PURPOSE:	Prepay existing UAL obligation
MAX. LOAN AMT:	$11,000,000
INTEREST RATE:	Taxable: 3.30%
RATE LOCK:	The Rate will be for 60 days prior to closing. If the Credit Facility fails to close within this period, FFPF reserves the right to adjust the rate.
TERM:	20-years
REPAYMENT:	Semi-annual interest, annual principal payments
AVERAGE LIFE:	12.0-years
PRE-PAYMENT:	Repayable on any payment date at 103% of par in years 1-2, decreasing to 102% in years 3-4, and 101% in years 5-6. Redeemable at par beginning in year 7 and thereafter.
COLLATERAL:	Lease payments to be paid by the Borrower from any legally available funds. The Credit Facility will be secured with a leasehold interest in an essential asset of the Borrower (with insured value to meet or exceed the Loan Amount).
ADDITIONAL TERMS:	Documents to be prepared by the Borrower's Bond Counsel for review by FFPF's counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP should not exceed $12,500. All other filing fees and related fees shall be paid by the Borrower in connection with the issuance (including applicable CDIAC fees). Periodic financial and collateral reporting by the Borrower, as well as representations and warranties of the Borrower regarding its status and ability to repay, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed above will be determined as part of FFPF's underwriting and credit approval process. PDF's of all executed and other documents listed on the Closing Index shall be provided to FFPF no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire, those documents shall be provided immediately after receipt of the wire. In an event of default, a default rate equal to the Interest Rate + 3.00% will be required.

Trevor Mael | SVP, Public Finance | Tel: 916.724.2423 | Email: tmael@ff-inc.com

ATTACHMENT E

AFTER RECORDATION PLEASE RETURN TO:
Norton Rose Fulbright US LLP
555 South Flower Street, Suite 4100
Los Angeles, California 90071
Attention: Russell C. Trice, Esq.

ASSIGNMENT AGREEMENT

by and between

MUNICIPAL FINANCE CORPORATION,

and

FIRST FOUNDATION PUBLIC FINANCE,

Dated as of May 1, 2022

THIS IS A FINANCING DOCUMENT:
NO DOCUMENT TRANSFER TAX IS DUE
PURSUANT TO GOVERNMENT CODE SECTION 27383

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of May 1, 2022 (this "Assignment Agreement"), by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and validly existing under and by virtue of the laws of the State of California, as lessor (the "Corporation"), and FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank (the "Assignee");

W I T N E S S E T H:

WHEREAS, the Corporation and the City of South El Monte, a general law city duly organized and existing under and by virtue of the laws of the State of California (the "Lessee"), have executed and entered into a Lease Agreement (the "Lease"), dated of even date herewith, under which the Corporation has agreed to lease to the Lessee certain Leased Property as defined therein and described in Exhibit B thereto and described in Exhibit A attached hereto; and

WHEREAS, under and pursuant to the Lease, the Lessee is obligated to make Lease Payments, as defined therein, to the Corporation for the use and possession of the Leased Property; and

WHEREAS, the Corporation desires to assign without recourse all its rights to receive the Lease Payments scheduled to be paid by the Lessee under and pursuant to the Lease to the Assignee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Assignment Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Definitions Unless the context otherwise requires, all capitalized terms used in this Assignment Agreement which are not defined herein shall for all purposes of this Assignment Agreement have the meanings specified therefor in the Lease.

SECTION 2. Assignment The Corporation hereby transfers, assigns and sets over without recourse for the benefit of the Assignee, all of the Corporation's (A) rights under the Site Lease, and (B) right, title and interest (but none of its obligations) under the Lease (excepting only the Corporation's rights under Article VII, Section 7.4, Article VIII, Section 8.1 and Article IX, Section 9.4 of the Lease, and its rights to give approvals or consents thereunder), including, without limitation, (1) the right to receive and collect all of the Lease Payments and other amounts under the Lease, (2) the right to receive and collect any proceeds of any insurance maintained thereunder, of any condemnation award rendered with respect to the Leased Property, or of any lease or sale of the Leased Property in the event of a default by the Lessee under the Lease, (3) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be paid under the Lease, or (ii) otherwise to protect the interests of the Corporation in the event of a default by the Lessee under the Lease, and (4) the right of the Corporation to receive rental in excess of Lease Payments as compensation for re-leasing the Leased Property upon the occurrence of events of default under the Lease, as provided in Article IX of the Lease.

SECTION 3. Acceptance The Assignee hereby accepts the assignment made hereunder by the Corporation. The Assignee is not liable for and does not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease to be kept, paid or performed by the Corporation, with exception of such covenants, agreements, duties and obligations, if any, which are expressly made the responsibility of Assignee under the Lease.

SECTION 4. No Other Claims The Corporation hereby represents and warrants that there are no present and outstanding claims on Lease Payments or any other moneys assigned by the Corporation to the Assignee hereunder.

SECTION 5. Counterparts This Assignment Agreement may be executed in any numbers of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Assignment Agreement.

SECTION 6. Governing Law This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their respective officers thereunto duly authorized as of the day and year first above written.

MUNICIPAL FINANCE CORPORATION

By: ________________________________
President

FIRST FOUNDATION PUBLIC FINANCE

By: ________________________________
Authorized Officer

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)
) ss:
COUNTY OF LOS ANGELES)

On ______________________________ before me,__________________________(insert name of the officer), Notary Public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_________________________________ [Seal]

105359714.3

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)
) ss:
COUNTY OF LOS ANGELES)

On ______________________________ before me,_________________________(insert name of the officer), Notary Public, personally appeared _________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_________________________________ [Seal]

105359714.3

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

City Council Agenda Report
Agenda Item No. 11.a.

DATE: April 26, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Ariana De La Cruz, Recreation Supervisor

SUBJECT: LETTER FROM CHRISTOPHER HEALY, TEACHER WITH SOUTH EL MONTE HIGH SCHOOL, REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE SENIOR CENTER DINING ROOM

SUMMARY: Christopher Healy, Teacher with South El Monte High School is requesting a reservation fee waiver for use of the South El Monte Senior Center Dining Room to host their final reading of the musical called "!Pasaje!" on Saturday, May 7, 2022.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by Christopher Healy, Teacher with South El Monte High School in the amount of $1,632.46.

FISCAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of $700. In addition, Christopher Healy is requesting a fee waiver for the remaining non-facility reservation fees which include the damage deposit, insurance premium, and staff time that will require an appropriation of $932.46 from the current Fiscal Year (FY) 2021-2022 General Fund. The total requested fee waiver is in the amount of $1,632.46.

This amount may vary based upon updates or further changes to the reservation. Any increases in the requested waiver amounts will require City Council approval and should be submitted in a timely order by Christopher Healy in a letter format.

Please find below the facility reservation fee waiver details summarizing the fees associated with the request:

Waivable Fees

Fee Description	Units	Total
Senior Center Building Fee	$100/hour x 7 hours	$700.00
Total Waived Fees		**$700.00**

Non-Waivable Fees

Fee Description	Units	Total
Staff Fee	($15/hour x 2 staff x 7 hours)	$210.00
Damage Deposit	$600.00	$600.00
Insurance Premium Certificate	Agency will provide	$122.46
Total Non-Waivable Fees		**$932.46**

DISCUSSION: Mr. Healy is requesting use of the City's Senior Center Dining Room to host their final reading of the musical called "!Pasaje!". He is also requesting a fee waiver to use the Senior Center Dining Room on Saturday, May 7, 2022 from 8:00 a.m. to 3:00 p.m. The request includes all fees associated with the rental of the Senior Center Dining Room.

According to the current City Council approved Facility Reservation and Regulations and Fee Schedule, community partners and non-profit organizations are permitted a fee waiver request which solely covers the facility rental fee. All other fees related to the facility rental use such as, but not limited to, staff time, insurance coverage, damage deposit, etc. are the responsibility of Mr. Healy, unless otherwise approved by the City Council.

BACKGROUND: In the summer of 2011 several writers, actors, and singers from South El Monte got together to write a Mexican-American musical in response to Lin Manuel Miranda's "In the Heights." The students and alumnus wanted people to know about our community and our culture. During the summer of 2011 they met every Sunday for four to six hours in the South El Monte Senior Center. Since 2015 the non-musical version of the play has been produced in several places in the San Gabriel Valley. In 2018, a limited production of their musical called "!Pasaje!" was performed for three nights in the South El Monte Senior Center stage.

ATTACHMENT(S):

A. Fee Waiver Request Letter
B. Reservation Application

ATTACHMENT A

Dear Honorable Mayor and City Council,

In the summer of 2011 several writers, actors and singers from South El Monte got together to write a Mexican-American musical in response to Lin Manuel Miranda's "In the Heights." The students and alums wanted people to know about our community and our culture. During the summer of 2011 they met every Sunday for four to six hours in the SEM Senior Center. Since 2015 the non-musical version of the play has been produced several places in the San Gabriel Valley. Then in 2018 a limited production of their musical called "¡Pasaje!" was performed for three nights in the SEM Senior Center stage.

Now the musical is almost ready to go to the next level, but before that happens a final read thru/sing thru production needs to be created. It seems appropriate for it to take place where it all began in the SEM Senior Center. I am a teacher at South El Monte High School and on behalf of those involved I would like reserve the Senior Center on May 7th from 8:00 to 3:00. Also, because this is a South El Monte event, I would like to request that the fees be waived.

Thank you for your consideration.

Chip Healy

ATTACHMENT B

City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us

APPLICANT INFORMATION

Name: Christopher Healy	Organization/Business: South El Monte High School
Address: 1001 Durfee Ave	City: South El Monte Zip Code: 91733
Home Phone:	Work Phone: 626-258-5600
Cell Phone:	Email: chip.healy@emuhsd.org

RECREATION SERVICES *FACILITY* & PARK
RENTAL APPLICATION AND AGREEMENT
*****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT*****
*****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT*****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
___ Kitchen	X Dining Room	___ Main Pool	Mary Van Dyke
___ Gymnasium	___ Arts and Craft Room	___ Wading Pool	___ Community Room
___ Amphitheater	___ Game Room I	___ Locker Rooms	___ Gazebo
___ Dance Room	___ Game Room II		New Temple
___ Parking Lot			___ Field
			___ Picnic Area
			Shively Park
			___ Field
			___ Picnic Area

Date of Event:	May 7th, 2022	Day(s):	Saturday	Estimated Attendance:	
Purpose of Event/Function:					
Reservation Time:	8:00am	to	3:00pm	Set up Time:	to
Kitchen Hours:		to		Clean up Time:	to

Will the event be open to the public?		
Will there be entertainment?		If yes, what type?
Will food be served?		If yes, name of caterer?
Will alcohol be served?		
Portable Stage needed?		

Applicant shall indemnify, defend, and hold harmless the City of South El Monte, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's authorized activities under the terms of this application and/or use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of South El Monte, its officers, employees, or agents. Applicant agrees to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I am an authorized agent of the organization/business submitting this application. The information provided in this application is true and correct. I have read and understand this application and agree to all of the facility rules, regulations, and conditions of use.

Signature of Applicant: Christopher Healy *Date:* 4/20/22

---------- **OFFICE USE ONLY** ----------

☐ APPROVED ☐ DENIED Recreation Services Designee ____________ Date: ________

City of South El Monte Recreation Services Department

APPLCIANT NAME: ______________________ **DATE OF USE:** ______________

FACILITY: ____

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****
NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN
NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	$ 100 x 7 Hours	$ 700.00
Staff Fee	$ 15 x 2 # Staff x 7 Hours	$ 210.00
Security Guard Fee	$ ____ x ____ # Guard (s) x ____ Hours	$ —
Kitchen Fee		$ —
Clean Up Fee		$ —
Damage Deposit		$ 600.00
Insurance Premium Certificate		$ 122.46
Liquor Premiums		$ —
Inflatable Bouncer		$ —
ABC Permit		$ —
	TOTAL:	$ 1,632.46

# of Round Tables: ________
# of Rectangle Tables: ________
# of Chairs ________

Table and Chair Ratio
8 inch Round Table = 8 chairs
8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: ______________

Deposit(s): Date: ________ Receipt # ________ Payment $ ________ Balance $ ________
Deposit(s): Date: ________ Receipt # ________ Payment $ ________ Balance $ ________
Deposit(s): Date: ________ Receipt # ________ Payment $ ________ Balance $ ________
Deposit(s): Date: ________ Receipt # ________ Payment $ ________ Balance $ ________
Deposit(s): Date: ________ Receipt # ________ Payment $ ________ Balance $ ________

Security Deposit Refund:

Full refund: Yes________ No ________

Invoice #:____________

Account#:____________

Reservation Info:

If No, reason:

____

____

Amount refunded: $__________ Warrant Request Made on: __________

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".

INSURANCE REQUIREMENTS

Without limiting Applicant's indemnification of the City, and prior to commencement of the facility use, the applicant shall obtain, provide and maintain at its own expense during the term of facility use, a policy of insurance of the type and amount described below and in a form that is satisfactory to the City. If insurance coverage is cancelled or materially changed, the applicant must notify the city immediately.

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. **The City of South El Monte, its officers, officials, agents, and employees shall be included as additional insureds on the policy.**

Primary/non-contributing. Coverage provided by the Applicant shall be primary and any insurance or self-insurance procured or maintained by City of South El Monte shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of South El Monte, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City of South El Monte.

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

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

*For organizations/businesses that do not carry general liability insurance, special event liability insurance can be purchased through the City/Alliant Insurance.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.
11. Applicant shall adhere with all local, state, and federal laws, codes, and regulations related to the use of the Facility, including but not limited to fire codes , assembly occupancy, public health orders, and the Americans with Disabilities Act.
12. Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the facility.
    Failure to comply with any of the City's policies, procedures, or information published on this application will result in cancellation of renters reservation and lost of damage deposit.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.

3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a $25 administration fee.
3. Failure to comply with the reservation regulations, policies, procedures, or any information listed on the reservation application can result in a cacellation of reservation and loss of Damage Deposit.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: Christopher Healy Date: 4/20/22

Successor Agency Agenda Report
Agenda Item No. 19.a.

DATE: April 26, 2022

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rachel Barbosa, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR MARCH 22, 2022

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

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

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, MARCH 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 9:36 p.m.

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

STAFF PRESENT: Rachel Barbosa, Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; 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 Angel 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 Delgado, seconded by Vice Chair Acosta 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 February 22, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 9:37 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary	Gloria Olmos, Chair