

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

May 24, 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 Pro Tem Manuel Acosta

3. INVOCATION

Pastor Charlie Corum, South El Monte Community Outreach

4. PRESENTATIONS

4.a. Scholarship Presentation By The El Monte/South El Monte Chamber of Commerce

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

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

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 MAY 10, 2022**

Staff is requesting approval of Minutes for the May 10, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of May 10, 2022.

7.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-34, APPROVING WARRANTS FOR THE PERIOD OF MAY 11, 2022, THROUGH MAY 24, 2022**

Authorizing payment of City expenditures for the period of May 11, 2022 through May 24, 2021 totaling \$370,178.24

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-34, authorizing payment of City expenditures.

8. **PUBLIC HEARINGS - None**

9. **GENERAL BUSINESS**

9.a. **UPDATE ON HOMELESS PROGRAM**

The City entered into an MOA with San Gabriel Valley Council of Governments (SGVCOG) for funds to support the City's homeless services plan. This included staff costs, training, prevention & diversion programs and hiring a land-use consultant to identify spaces to build a shelter or transitional housing. The land-use consultants, LeSar Development Consultants, identified Loma Elementary School in the El Monte City School District (EMCSD) as a potential family shelter for women with children.

RECOMMENDED ACTION: Staff recommends City Council receive and file this report.

9.b. **CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-35, APPROVING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE**

The El Monte/South El Monte Chamber of Commerce (Chamber) provides services to the business community and to the City of South El Monte. The proposed new contract will continue promoting economic development, performing business outreach, and assisting existing businesses and new businesses to establish themselves in the community.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-35, approving an agreement with the El Monte/South El Monte Chamber of Commerce.

GENERAL BUSINESS (CONTINUED)

9.c. CONSIDERATION AND APPROVAL TO ESTABLISH A SECTION 115 TRUST WITH THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) AND PROPOSE ENTERING INTO AN AGREEMENT

The City currently has an unfunded Other Post-Employment Benefits (OPEB) liability of \$1.928 million based upon the most recently completed actuary report. This liability results from not setting aside funds to meet future obligations for employee medical premiums. To address this liability, the City is proposing to enter into an agreement with Public Agency Retirement Services (PARS) to establish an IRS Section 115 Trust and to manage funds on behalf of the City. PARS was determined to be the most qualified Fund Manager based on achieving the highest investment earnings and personalized care for their clients. The City desires to establish an IRS Section 115 Trust and develop a funding plan prior to the end of the current fiscal year.

RECOMMENDED ACTION: Staff recommends City Council consider and approve staff engaging with PARS to establish a Section 115 Trust and funding strategy to address the unfunded OPEB liability. The contract and funding strategy will be brought back to City Council for final approval prior to implementation.

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-36, APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN COUNCIL FOR WATERSHED HEALTH (CWH) AND THE CITY OF SOUTH EL MONTE - MERCED AVENUE GREENWAY PROJECT

The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) Best Management Practices (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff. Council for Watershed Health is a recipient of the U.S. Department of the Interior's WaterSMART Program funding for the implementation of the Merced Avenue Greenway project administrated by the U.S. Bureau of Reclamation. This Memorandum of Agreement (MOA) is to establish a mutual agreement between CWH and the City of South El Monte to comply with the grant requirements.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-36, approving an MOA between the Council for Watershed Health (CWH) and the City of South El Monte for the Merced Avenue Greenway Project and authorizing the City Manager and/or designee to execute the MOA with Council for Watershed Health.

GENERAL BUSINESS (CONTINUED)

9.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-37, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Kimley-Horn and Associates, Inc., as the lowest responsive and responsible bidder to provide Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP).

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-37, awarding a professional services agreement to Kimley-Horn and Associates, Inc. for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP) in the amount of \$39,976.88.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA - None

13. CLOSED SESSION

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association

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 APRIL 26, 2022

Staff is requesting approval of the Minutes of the April 26, 2022, Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of April 26, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, June 14, 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 19th day of May 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: May 24, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: Scholarship Presentation By The El Monte/South El Monte Chamber of Commerce

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: May 24, 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 April

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

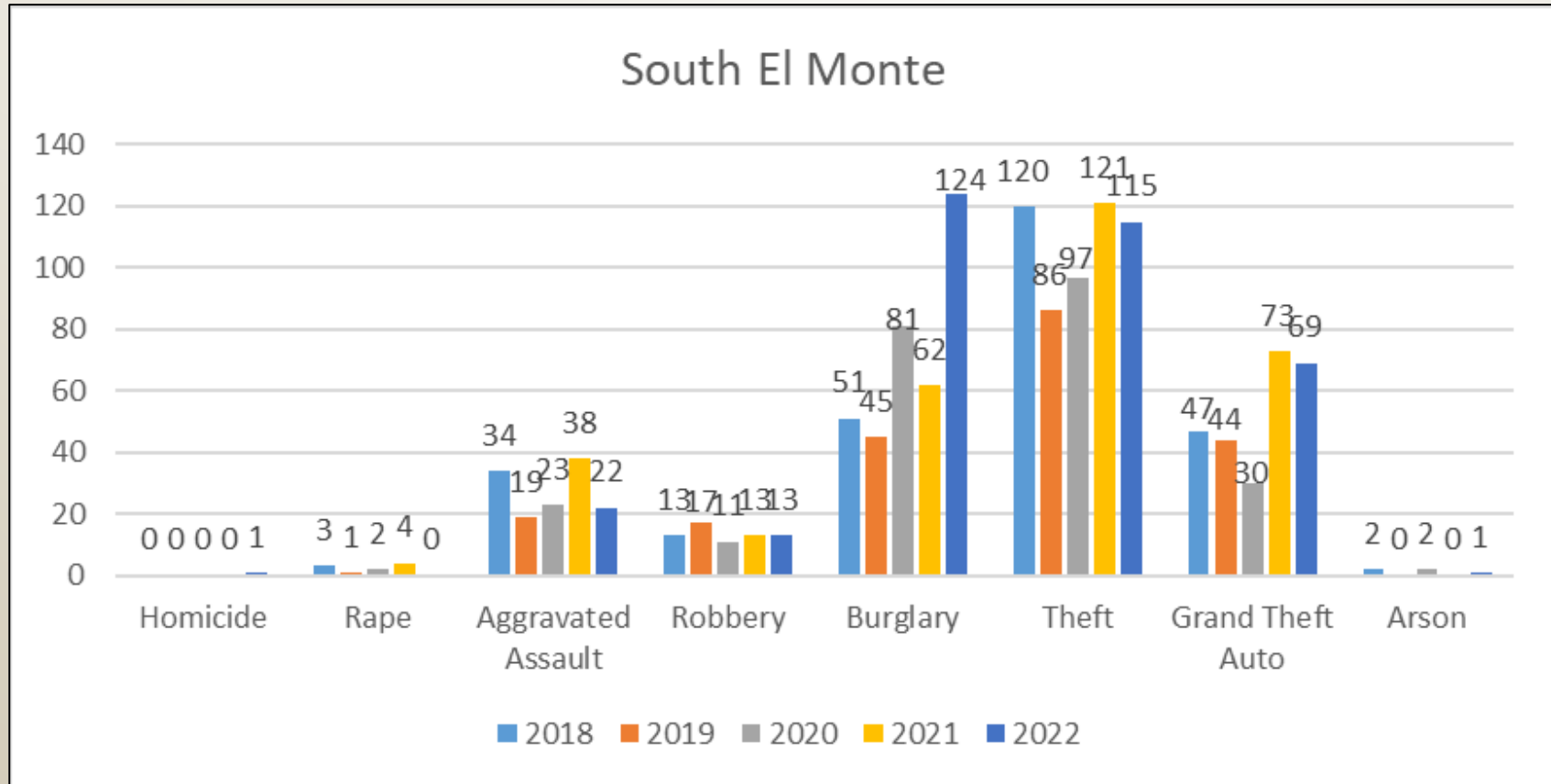
South El Monte April 2022

Crime Statistics



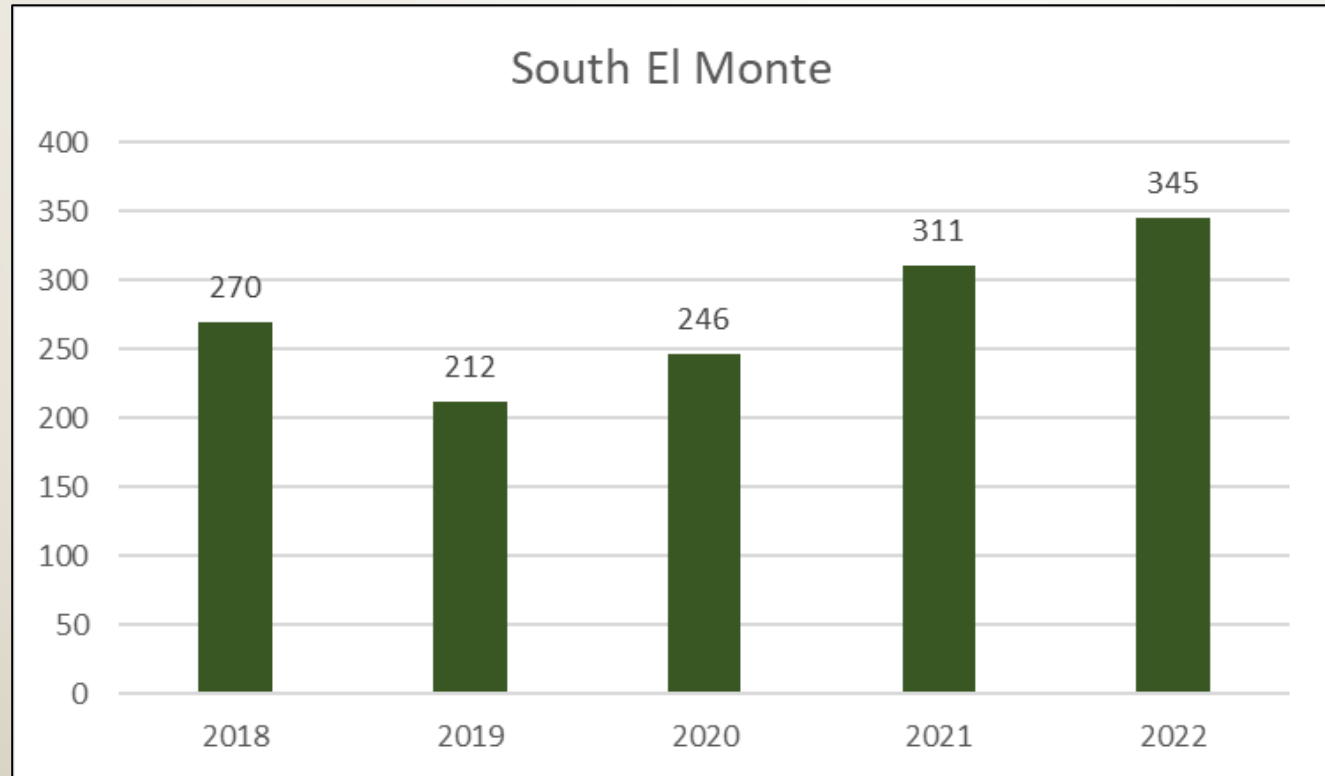
South El Monte

Part I Crime Statistics – April 2022



South El Monte

Part I Crime Statistics – April 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	0									1
Rape	0	0	0	0									0
Aggravated Assault	9	6	3	4									22
Robbery	3	5	2	3									13
Burglary	36	41	19	28									124
Theft	33	28	28	26									115
Grand Theft Auto	12	15	16	26									69
Arson	0	1	0	0									1
Total	94	96	68	87	0	0	0	0	0	0	0	0	345

South El Monte	
Res Burg	5
Other Burg	119
Petty Theft	28
Grand Theft	43
Theft from Vehicle	44

YTD 4/30

South El Monte	2021	2022
Arrests	609	373



City Council Agenda Report

Agenda Item No. 4.c.

DATE: May 24, 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 April

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Presentation

City of South El Monte

Public Safety Report



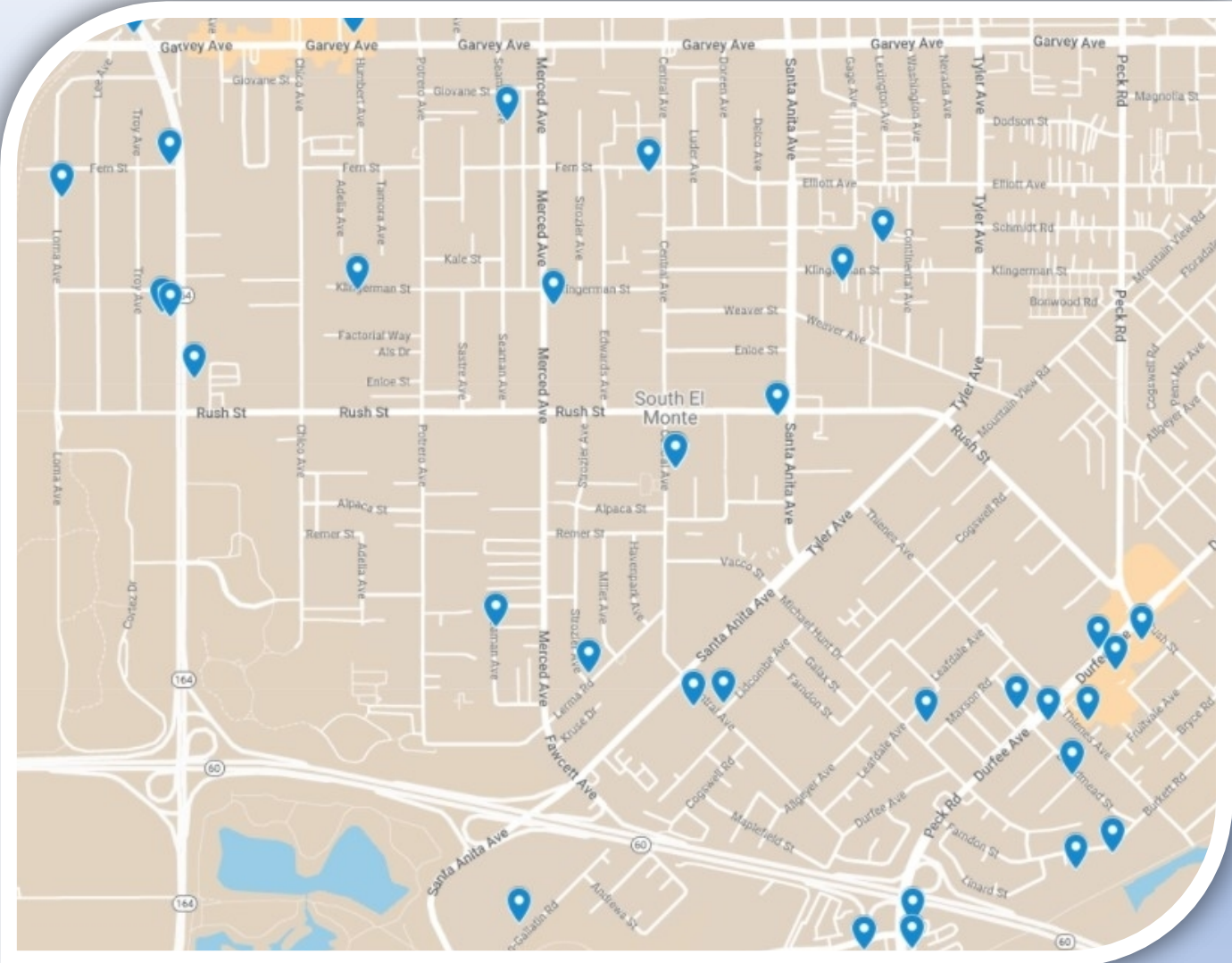
April 2022 Recap

Colby Cataldi, Director
Community Development/Public Works

Code Cases by Location

April - 41

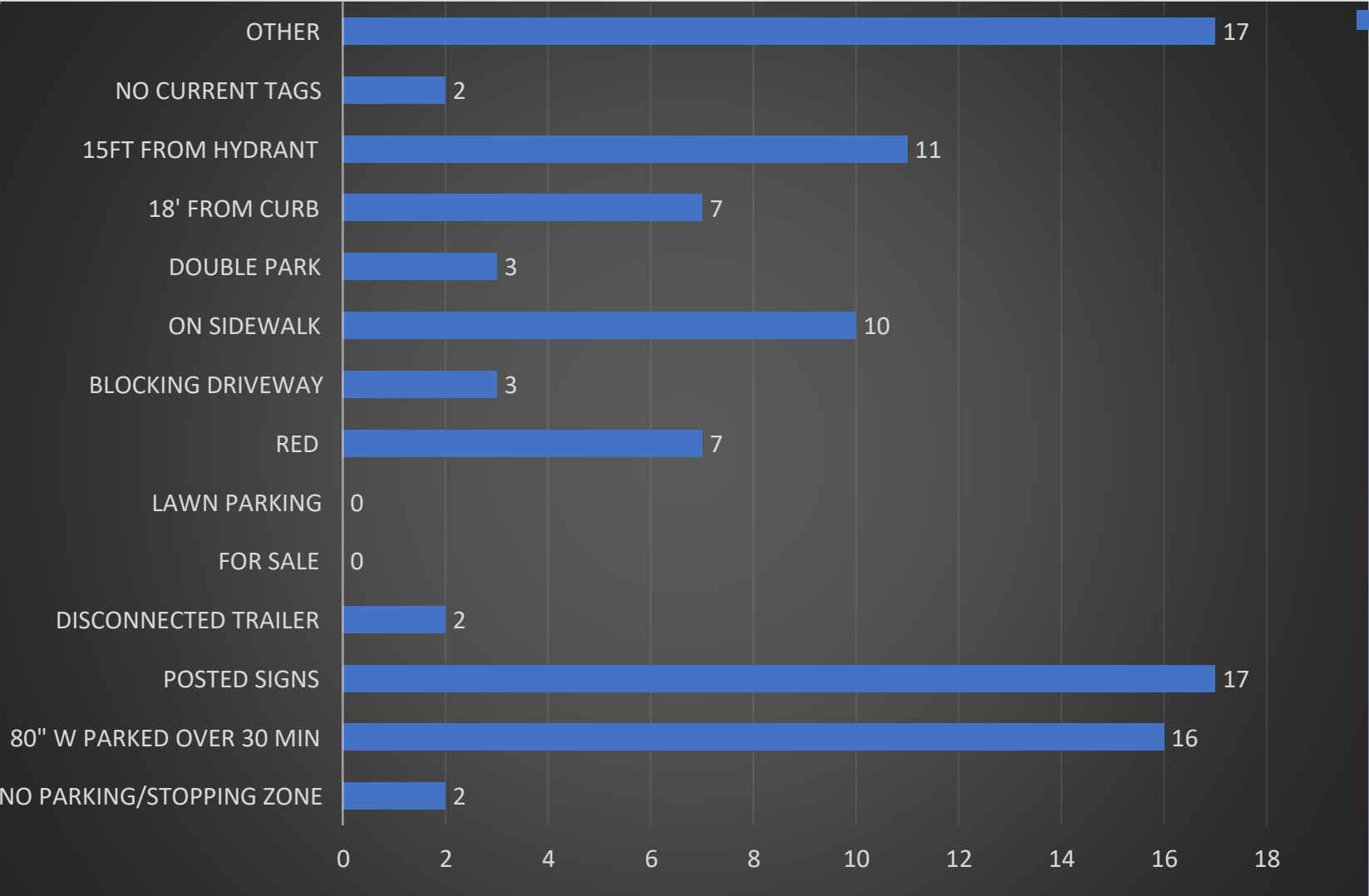
Building Code.....	3
Property Maintenance.....	11
Streets/Public Places.....	7
Health and Safety / Public Nuisance...	3
Vehicle/Traffic.....	8
Business.....	7
Zoning	2



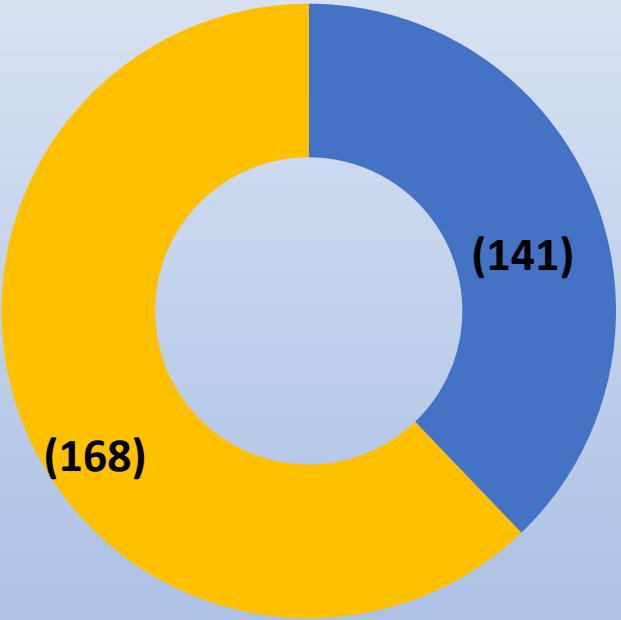
Parking Citations

April - 467

STREET SWEEPING - 370



■ Night - Non-Residential ■ Day - Residential



Property Maintenance

825 Lexington Gallatin - 21 AC



**Demolition Scheduled for
May 26th**



Property Maintenance

Cielito Lindo (1612 Tyler | 10819 Michael Hunt)

- NOV issued to abate properties (including fencing of restaurant site)
- Site maintenance services for restaurant property start week of May 23rd
- Debris removal for industrial property start week of May 23rd



1536 Peck Road - cleaned by new owner



Affordable Housing Update



Horizon Townhomes

*** 6 units SOLD ***

ECHO Communities – 5 units **SOLD!**

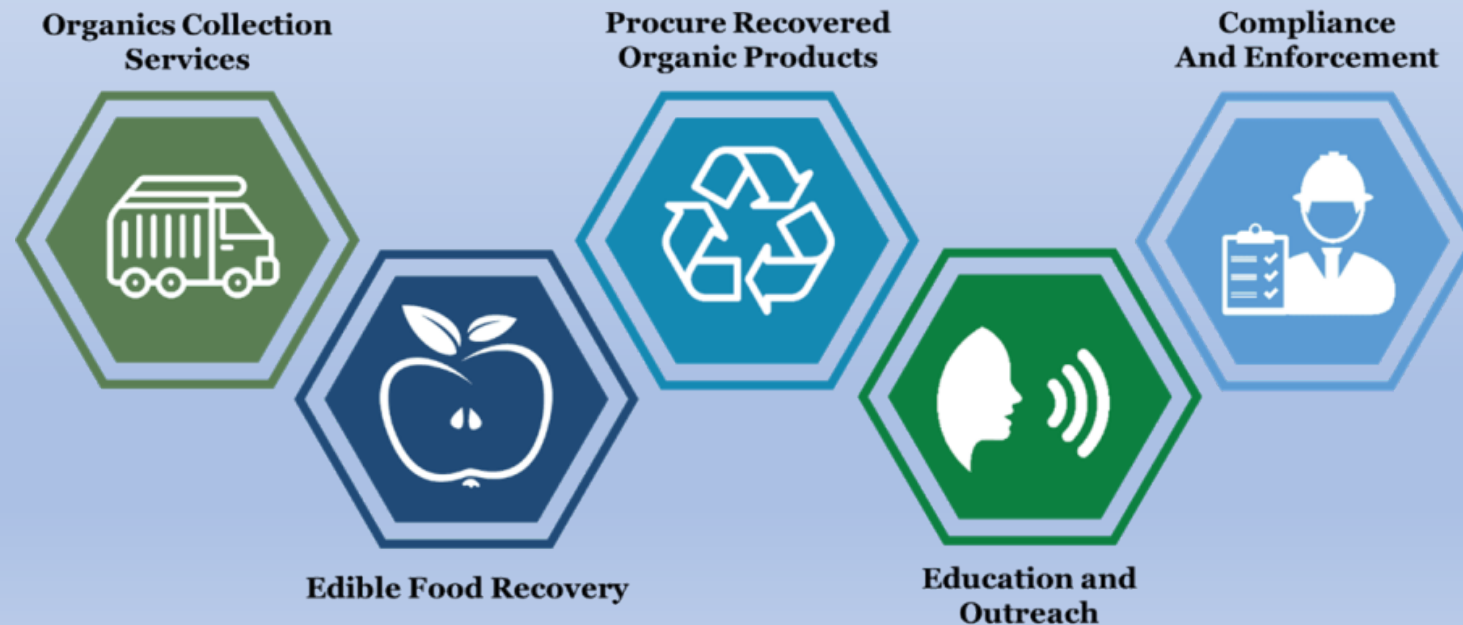


SB 1383 Local Assistance Grant Program - Awarded

Eligible Costs:

- Personnel and Consulting Professional Services
- Safety Equipment and Training
- Education and Outreach Materials
- Inspections and Enforcement

Award: \$31,092





City Council Agenda Report

Agenda Item No. 7.a.

DATE: May 24, 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 MAY 10, 2022

SUMMARY: Staff is requesting approval of Minutes for the May 10, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of May 10, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 10, 2022 - 6:00 PM**

1. ROLL CALL

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

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

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

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

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

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

4. PRESENTATIONS: None.

4.a. Mayor Olmos read a proclamation proclaiming May 15 - 21, 2022, as National Public Works Week.

4.b. City Council presented a plaque to the El Monte/South El Monte Chamber of Commerce, In Recognition of Their "100th Anniversary" and 57 Years of Partnership with the City of South El Monte.

4.c. City Council received a presentation from Scott Bradshaw, SiFi Networks, on FiberCity.

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

Mayor Olmos requested to move General Business item 9.b. to be discussed before item 9.a.

A motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta, to approve the agenda as amended to move General Business item 9.b. to be discussed before item 9.a. Motion carried 5-0, by the following vote:

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Blanca Villa, President and Alex Preciado, Cheer Coordinator for El Monte/South El Monte Jets, spoke in support of General Business item 9.b.
2. Ruby Rose Yopez (via zoom), resident, spoke in favor of the SiFi Networks Fiber City program and suggested jobs for the program be offered locally and training be offered through the Chamber of Commerce for construction laborers.
3. Paul Hernandez (via zoom), Executive Director for Water Education for Latino Leaders, invited the City Council to a conference on critical issues regarding water on June 10 – 11, 2022.
4. Heidi Carillo, resident, spoke in opposition of allowing cannabis businesses to operate in the city.

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

Councilmember Delgado thanked Paul Hernandez for the invitation to the conference and announced El Monte Union High School District is offering a construction management program for students.

7. CONSENT CALENDAR

A motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta 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 April 26, 2022.

7.b. Adopted Resolution No. 22-32, approving warrants for the period of April 27, 2022, through May 10, 2022, totaling \$907,394.50.

7.c. Adopted Resolution No. 22-33, 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 May 10, 2022 through June 8, 2022.

8. PUBLIC HEARINGS: None

9. GENERAL BUSINESS

ITEM 9.b. MOVED UP FOR DISCUSSION UNDER APPROVAL OF AGENDA

9.b. FACILITY FEE WAIVER REQUEST FROM EL MONTE/ SOUTH EL MONTE JETS FOR THE USE OF THE SOUTH EL MONTE COMMUNITY CENTER FACILITY, NEW TEMPLE PARK FIELDS, AND SHIVLELY PARK FIELD

Mayor Olmos announced the item.

Jayson Perez, Recreation Coordinator, presented the staff report.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to approve the facility reservation fee waiver requested by the Jets in the amount of \$14,060.00. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

9.a. CITY COUNCIL DISCUSSION AND DIRECTION CONCERNING POTENTIAL FUTURE CANNABIS REGULATIONS AND TAXES

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor introduced Robert Khuu, Attorney with Aleshire & Wynder, LLP, who presented a PowerPoint on Federal, State and Local Regulation on Cannabis including: Federal Regulation, California's Path to Cannabis Legalization – Medicinal Use, California Law Today, State Cannabis Regulation Under MAUCRSA, State License Types – Retailer, Distributor, Manufacturer, Cultivator, Testing Laboratory, Microbusiness, Cannabis Events, Local Regulations, Establishment, Implementation, and Cannabis Taxation – State and Local.

Discussion ensued among City Council, City Attorney Anthony R. Taylor, and Robert Khuu on three options presented to City Council:

1. Take no action and continue to ban cannabis businesses in the City.
2. Direct city staff to prepare and agendize for a future Planning Commission and council meeting consideration of new business and zoning regulations to govern cannabis cultivation and sales.

3. Direct the City Attorney to draft a measure in the next 30 days that the City Council could submit to the voters for the November 2022 election that includes provisions relating to the implementation of cannabis business taxes and zoning regulations.

Councilmember Angel recommended to approve option 2. Mayor Olmos concurred with Councilmember Angel adding the amendment that the item be brought to City Council for discussion before Planning Commission. City Attorney Anthony R. Taylor stated that all that was needed was a consensus by Council. Mayor Olmos reiterated the consensus.

Councilmember Delgado felt a motion needed to be made and motioned to approve option 2 directing city staff to prepare and agendize for a future Planning Commission, and City Council meeting consideration of new business and zoning regulations to govern cannabis cultivation and sales, and to include that City Council be the ultimate body making the decisions and regulations for cannabis businesses. Motion died due to lack of a second.

Another motion was made by Councilmember Delgado to approve option 1 to take no action and continue to ban cannabis businesses in the City. Motion died due to lack of a second.

City Council as a consensus went with option two and directed city staff to prepare and agendize for a future City Council, Planning Commission, and City Council meeting consideration of new business and zoning regulations to govern cannabis cultivation and sales with the exception of the item being brought before Council for discussion before being approved by the Planning Commission and coming back to Council for approval and adoption.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the City of South El Monte's Senior Center Grand Re-Opening, City of South El Monte's National Day of Prayer, City of South El Monte's Cinco de Mayo Festival and Boxing Show, Community Services Senior Center Cinco de Mayo Luncheon and Mother's Day Luncheon.

Councilmember Retamoza announced her attendance at the Epiphany School Sheriff's Meet and Greet, Hilda Solis' Asian Pacific Islander Celebration, City of South El Monte's Staff Development and Team Building event, City of South El Monte's Cinco de Mayo Festival and Boxing Show, and Rush Street and Rosemead Boulevard Enhancement Plan Ad Hoc meeting.

Councilmember Delgado announced his attendance at the Foothill Transit Governing Board meeting.

Councilmember Angel announced his attendance at the City of South El Monte's Cinco de Mayo Festival and Boxing Show, City of South El Monte's Staff Development and Team Building event, and City of South El Monte's Senior Center Grand Re-Opening.

Mayor Olmos announced her attendance at the Community Kickoff to Create a New Commission for the Advancement of Women and Girls, City of South El Monte's Staff Development and Team Building event, City of South El Monte's National Day of Prayer, Epiphany School Sheriff's Meet and Greet, Rush Street and Rosemead Boulevard Enhancement Plan Ad Hoc meeting, San Gabriel Valley Council of Governments meeting, Community Services Senior Center Cinco de Mayo Luncheon and Mother's Day Luncheon, and Hilda Solis' Asian Pacific Islander Celebration.

11. CORRESPONDENCE:

11.a. LETTER FROM SOUTH EL MONTE NATIONAL LITTLE LEAGUE (SEMNL) REQUESTING A FEE WAIVER FOR THE LABOR COST TO INSTALL ONE BASEBALL AND TWO SOFTBALL FIELD FENCES

Mayor Olmos announced the item.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to approve the fee waiver request by South El Monte National Little League for the labor cost of installing one baseball and two softball field fences in the amount of \$1,150.00. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

12. COUNCILMEMBERS' AGENDA: None

13. CLOSED SESSION:

At 8:19 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

Employee Organizations: South El Monte Employees Association and the South El Monte Executive Management Team Association

At 9:29 p.m. Mayor Olmos reconvened to open session.

City Attorney Anthony R. Taylor announced City Council discussed item 13.a. No action taken, nothing to report.

14. ADJOURNMENT

There being no further business coming before this body, at 9:29 p.m. Mayor Olmos adjourned the meeting to a regular meeting on Tuesday, May 24, 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: May 24, 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. 22-34, APPROVING WARRANTS FOR THE PERIOD OF MAY 11, 2022, THROUGH MAY 24, 2022

SUMMARY: Authorizing payment of City expenditures for the period of May 11, 2022 through May 24, 2021 totaling \$370,178.24

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-34, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-34
- B. Warrants

RESOLUTION NO. 22-34

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF MAY 11, 2022, THROUGH MAY 24, 2022,
TOTALING \$370,178.24

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

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

Finance Director

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

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 21/22	Electronic Warrants	05/11/2022-05/24/2022	DFT0000102- DFT0000117	\$85,012.21
FY 21/22	Hand Typed Warrants	05/11/2022-05/24/2022	10242-10252	\$57,693.67
FY 21/22	Regular Warrants	05/11/2022-05/24/2022	10253-10312	\$104,067.19
Payroll	Check	PPE 05/14/2022	1028-1036	\$7,147.06
Payroll	Direct Deposit	PPE 05/14/2022	1398-1485	\$116,258.11

TOTAL EXPENDITURES RESOLUTION NO. 22-34: \$370,178.24

PASSED, APPROVED, AND ADOPTED this 24th day of May 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. 22-34, 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 24th day of May 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 5/24/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1542.5952	BEN LIRA	10242	05/12/2022	BLUE VINYL-BOXING GYM	206.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	10243	05/12/2022	MAY'22 ADMIN	1,140.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	10243	05/12/2022	MAY'22 MISC	460.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10244	05/12/2022	PPE 4/30/22 DEFERRED COMP	6,962.50
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10245	05/12/2022	PPE 5/14/22 DEFERRED COMP	750.00
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10246	05/12/2022	5/1-6/1 1900 CENTRAL	105.10
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10246	05/12/2022	5/1-6/1 1415 SANTA	70.07
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	10247	05/12/2022	#624019117 GARNISHMENT	346.18
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	10248	05/12/2022	#555935714 GARNISHMENT	59.82
01.0170.1730.5705	THE GAS COMPANY	10249	05/12/2022	4/4-5/3 1415 SANTA	862.04
01.0100.1060.5910	DIANA LOPEZ	10250	05/18/2022	4/28 DRIVER SFTY TRAIN FOOD REIM	153.86
43.0900.9000.5968	GRIGOLLA & SONS CONSTRUCTION CO., INC.	10251	05/18/2022	MAY'21 SIDEWALK INSTALL #112	40,720.11
45.0900.9000.5968	GRIGOLLA & SONS CONSTRUCTION CO., INC.	10251	05/18/2022	MAY'21 SIDEWALK INSTALL #112	5,829.89
01.0130.1330.5406	WILLIAM FOX	10252	05/18/2022	CITY PRINTER TONER	28.10
01.0151.1542.5956	ACTION DESIGNZ	10253	05/24/2022	BOXING T-SHIRTS	372.30
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS,IN	10254	05/24/2022	MAY'22 CLOUD SVCS #505	750.00
01.0130.1310.5215	ADVANCED MICROCOMPUTING CONCEPTS,IN	10254	05/24/2022	CHECK PRINTER INSTALL	450.00
01.0170.1740.5520	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	FOOD WASTE TRASH STICKERS	63.93
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	MICR TONER	159.86
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	COM. DEV. DEPT SUPPLIES	26.39
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	PC NAME PLATES	37.41
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	DEPT SUPPLIES RETURN	-20.48
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	CI PRGM SUPPLIES	147.88
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	PAYROLL CHECK STOCK	15.98
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	OFFICE SUPPLIES	86.25
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	DEPT SUPPLIES RETURN	-3.99
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	DEPT SUPPLIES	70.48
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	FOOTREST/STORAGE OTTOMAN	97.43
01.0170.1720.5406	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	LABEL MAKER TAPE	13.09
01.0170.1740.5962	AMAZON CAPITAL SERVICES, INC	10255	05/24/2022	VOLTAGE TESTERS	150.23
01.0150.1540.5431	AQUA PURE DRINKING WATER	10256	05/24/2022	5/11 WATER SVCS/POOL	1.99
01.0130.1330.5215	AT&T	10257	05/24/2022	3/22-4/21 BAN 1034752	25.56
01.0130.1330.5215	AT&T	10257	05/24/2022	4/2-5/1 BAN 1034750	25.52
01.0130.1330.5215	AT&T	10257	05/24/2022	4/6-5/5 BAN 1034754	24.95
01.0130.1330.5215	AT&T	10257	05/24/2022	4/7-5/6 BAN 1034746	24.95
01.0130.1330.5215	AT&T	10257	05/24/2022	4/7-5/6 BAN 1034747	25.50
01.0130.1330.5215	AT&T	10257	05/24/2022	4/7-5/6 BAN 1034748	24.95
01.0130.1330.5215	AT&T	10257	05/24/2022	4/7-5/6 BAN 1034751	28.15
01.0130.1330.5215	AT&T	10257	05/24/2022	4/10-5/9 BAN 1051741	435.71
01.0100.1010.5406	AUROUM	10258	05/24/2022	COUNCIL DIGITAL BUSSINESS CARDS	540.22
01.0160.1620.5520	BASE HILL, INC.	10259	05/24/2022	4/20 SCTR FLOOR WAX	2,450.00
01.0170.1750.5962	BISHOP CO.	10260	05/24/2022	RPLC SPIKES	716.61
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	10261	05/24/2022	5 DE MAYO BOX'G TROPHIES	968.00
01.0160.1620.5520	BUTLER CHEMICALS, INC.	10262	05/24/2022	KITCHEN CLEANING SUP	236.67
01.0100.1020.5215	CALIFORNIA CONSULTING, INC.	10263	05/24/2022	HOME KEY GRANT WRITING	4,225.00
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10264	05/24/2022	4/28 PUBLISH NOTICE	1,101.03
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10264	05/24/2022	4/21 PUBLISH NOTICE	1,209.91
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10264	05/24/2022	4/21 PUBLISH NOTICE	191.26
01.0000.0000.4554	CAROLINA CARRILLO	10265	05/24/2022	4/23 MVD DEPOSIT RFND	50.00
01.0000.0000.4554	CELIA CAMACHO	10266	05/24/2022	5/1 MVD DEPOSIT RFND	50.00
01.0100.1050.5934	CHRISTOPHER HERRERA	10267	05/24/2022	LIVE SCAN REIMBURSE	20.00
01.0170.1710.5520	CINTAS CORP. #693	10268	05/24/2022	MATS BUYOUT	150.00
01.0130.1460.5215	CITY OF DOWNEY	10269	05/24/2022	FY21/22 ANIMAL CANVASSING	14,512.00
01.0151.1545.5210	COLD DUCK	10270	05/24/2022	6/9/22 SUMMER CONCERT BAND	1,700.00

Warrant Register

Payment Dates: 5/11/2022 - 5/24/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1050.5936	CONCENTRA	10271	05/24/2022	NEW HIRES PHYSICAL	438.00
01.0100.1050.5936	CONCENTRA	10271	05/24/2022	NEW HIRE PHYSICAL	219.00
01.0100.1050.5936	CONCENTRA	10271	05/24/2022	NEW HIRE CHEST X-RAY	73.00
01.0000.0000.4508	DANXIN WEI	10272	05/24/2022	SUMMER CAMP REIMBURSE	150.00
01.0000.0000.4508	DANXIN WEI	10272	05/24/2022	SUMMER CAMP REIMBURSE	65.00
01.0100.1050.5934	DEPT. OF JUSTICE-ACCOUNTING OFFICE	10273	05/24/2022	APR'22 FINGERPRINT	128.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10274	05/24/2022	4/25 MILK/BREAD NUTR PRGM	115.94
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10274	05/24/2022	4/25 MILK/BREAD NUTR PRGM	12.88
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10274	05/24/2022	5/2 MILK NUTR PRGM	183.51
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10274	05/24/2022	5/2 MILK NUTR PRGM	20.39
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10274	05/24/2022	5/9 MILK/BREAD NUTR PRGM	139.85
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10274	05/24/2022	5/9 MILK/BREAD NUTR PRGM	15.53
01.0151.1543.5952	EDUARDO MONJAS	10275	05/24/2022	HEALTH PERMIT REIMBURSE	188.08
01.0000.0000.4554	ELIZABETH ANDERSON	10276	05/24/2022	4/24 MVD DEPOSIT RFND	50.00
01.0160.1660.5520	EWING IRRIGATION	10277	05/24/2022	IRRIGATION RPR/SHIVLEY	262.68
01.0170.1750.5505	EWING IRRIGATION	10277	05/24/2022	IRRIGATION STOCK SUP	120.73
01.0140.1430.5215	FEDEX	10278	05/24/2022	KB HOME NOD DELIVER	32.70
01.0151.1543.5952	GENOVEVA ZUNO	10279	05/24/2022	HEALTH PERMIT REIMBURSE	188.08
01.0150.1510.5204	GERARDO DIAZ	10280	05/24/2022	MAY'22 CS MEETING	100.00
01.0100.1050.5215	GOVERNMENT JOBS.COM, INC.	10281	05/24/2022	NEOGOV TRAINING & SET UP	3,000.00
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	CONNECTORS/MCTR	60.63
01.0160.1670.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	MOUNTING TAPE & KEY/MVD	33.54
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	POOL RPR PARTS	96.59
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	EMT STRAP	3.28
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	CONNECTORS/MCTR	0.33
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	TV MOUNT/CHALL	14.29
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	DRINK'G FOUNTAIN SUP	77.89
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	RESTROOM RPR SUP/MCTR	31.39
01.0160.1630.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	COUPLINGS & PIPES/MCTR	23.61
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	NUT/BOLT & EXT CORD/SCTR	34.25
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	3/8' CONNECTOR/YARD	6.59
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10282	05/24/2022	POOL SUP RETURN	-15.94
01.0150.1510.5204	HORTENCIA VASQUEZ	10283	05/24/2022	MAY'22 CS MEETING	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	10284	05/24/2022	4/19-4/21 FRZN MEALS	5,514.25
06.0300.3020.5215	HUNTINGTON CULINARY	10284	05/24/2022	4/19-4/21 FRZN MEALS	169.40
06.0300.3010.5215	HUNTINGTON CULINARY	10284	05/24/2022	4/25-4/29 FRZN MEALS	2,990.00
06.0300.3020.5215	HUNTINGTON CULINARY	10284	05/24/2022	4/25-4/29 FRZN MEALS	139.15
06.0300.3010.5215	HUNTINGTON CULINARY	10284	05/24/2022	5/2-5/6 FRZN MEALS	3,737.50
06.0300.3020.5215	HUNTINGTON CULINARY	10284	05/24/2022	5/2-5/6 FRZN MEALS	151.25
01.0150.1510.5204	INGRID AGUILAR	10285	05/24/2022	MAY'22 CS MEETING	100.00
01.0150.1510.5204	ISRAEL ALACIO	10286	05/24/2022	MAY'22 CS MEETING	100.00
01.0151.1542.5952	JEFFREY W. CHEN	10287	05/24/2022	CINCO DE MAYO SCREENING/PHYS	875.00
01.0150.1540.5210	LAUREN HERNANDEZ	10288	05/24/2022	APR'22 ZUMBA CLASS	129.50
01.0170.1020.5956	NATALY TINOCO	10289	05/24/2022	2022 BOOT ALLOWANCE	150.00
01.0140.1440.5273	NATIONWIDE COST RECOVERY SERVICES, LLC.	10290	05/24/2022	APR'22 FORECLOSURE SVCS	230.00
01.0170.1710.5406	OFFICE DEPOT	10291	05/24/2022	CHALL OFFICE SUP	908.66
01.0151.1543.5952	PARTY PRONTO	10292	05/24/2022	EASTER EVT EQUIP RENTAL	3,701.00
01.0151.1543.5952	PARTY PRONTO	10292	05/24/2022	CINCO DE MAYO EQUIP RENTAL	1,912.00
01.0100.1050.5940	PARTY PRONTO	10292	05/24/2022	STAFF DEV EVENT SUP	2,280.75
01.0151.1543.5952	PREMIER JANITORIAL SERVICES	10293	05/24/2022	EASTER EVT RESTROOM RENT	545.74
01.0120.1210.5920	QUALITY CODE PUBLISHING	10294	05/24/2022	MUNICIPAL CODE SUPPLEMENT	675.40
01.0160.1620.5720	QUENCH USA, INC.	10295	05/24/2022	MAY'22 WATER FILTER	59.96
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	10296	05/24/2022	APR'22 BUS PASSES	122.00
01.0000.0000.4554	ROSA RODRIGUEZ	10297	05/24/2022	5/7 MVD DEPOSIT RFND	50.00
01.0130.1310.5280	SECTAN SECURITY INC.	10298	05/24/2022	MAY'22 ARMORED SVCS	170.39
01.0100.1010.5910	SGV ECONOMIC PARTNERSHIP	10299	05/24/2022	MAY'22 ICSC PARTICIPATION	750.00
36.0360.3600.5951	SIERRA INN	10300	05/24/2022	APR'22 HOMELESS VOUCHER	3,325.00
01.0120.1210.5933	SOCAL SHRED LLC	10301	05/24/2022	RECORDS DESTRUCTION	75.00
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	10302	05/24/2022	APR'22 CITATION REVENUE	5,208.00
01.0150.1530.5952	SUPERIOR WAREHOUSE GROCERS	10303	05/24/2022	EVT SALSA INGREDIENTS	53.40

Warrant Register

Payment Dates: 5/11/2022 - 5/24/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1050.5940	TACO SAAS, LLC	10304	05/24/2022	STAFF TEAM BUILD EVT FOOD	1,325.00
01.0100.1050.5936	TAG/AMS, INC.	10305	05/24/2022	1ST QTR RANDOM DRUG TEST	24.00
01.0000.0000.4508	THANH P HUYNH	10306	05/24/2022	SUMMER CAMP REIMBURSE	400.00
01.0000.0000.4554	VALERIE HURTADO	10307	05/24/2022	4/16 MVD DEPOSIT RFND	50.00
01.0130.1310.5906	VASQUEZ & COMPANY LLP	10308	05/24/2022	CONFIRMATION FEE	150.00
01.0130.1310.5906	VASQUEZ & COMPANY LLP	10308	05/24/2022	FY20/21 AUDIT SVCS	30,000.00
01.0110.1170.5966	VICTORIA MORA	10309	05/24/2022	4/13-5/10 MILEAGE REIMBURSE	123.44
01.0160.1610.5720	WATERLOGIC AMERICAS, LLC	10310	05/24/2022	MAY'22 WATER RENTAL	38.59
01.0160.1610.5520	WHITTIER FERTILIZER	10311	05/24/2022	GORILLA HAIR MULCH	555.66
01.0150.1530.5952	WINNER INTERNATIONAL INC.	10312	05/24/2022	WELCOME BACK LETTER BALLOONS	42.45
01.0150.1530.5952	WINNER INTERNATIONAL INC.	10312	05/24/2022	EVT TABLE CLOTH/BALLOONS	55.01
01.0150.1530.5952	WINNER INTERNATIONAL INC.	10312	05/24/2022	MOTHER'S DAY TABLE CLOTH	55.13
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000102	05/05/2022	PPE 4/30/22 PLAN 27216	10,625.55
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000102	05/05/2022	PPE 4/30/22 PLAN 685	9,411.50
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000102	05/05/2022	PPE 4/30/22 PLAN 23047	2,209.11
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000103	05/05/2022	PPE 4/30/22 FEDERAL	16,507.45
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000103	05/05/2022	PPE 4/30/22 FICA	22,176.74
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000103	05/05/2022	PPE 4/30/22 MEDICARE	5,186.46
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000104	05/05/2022	PPE 4/30/22 TNG WTHD'G	32.30
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000104	05/05/2022	PPE 4/30/22 UITAX WTHD'G	549.13
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000104	05/05/2022	PPE 4/30/22 STATE WTHD'G	5,170.85
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000105	05/05/2022	PPE 5/14/22 PLAN 685	165.17
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000106	05/05/2022	PPE 5/14/22 FICA	142.82
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000106	05/05/2022	PPE 5/14/22 MEDICARE	33.40
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000108	05/05/2022	PPE 5/14/22 FEDERAL	2,910.06
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000108	05/05/2022	PPE 5/14/22 FICA	1,450.40
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000108	05/05/2022	PPE 5/14/22 MEDICARE	339.20
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000109	05/05/2022	PPE 5/14/22 STATE WTHD'G	1,039.94
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000113	05/05/2022	PPE 4/30/22 PLAN 27216	194.78
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000114	05/05/2022	PPE 4/30/22 FEDERAL	60.12
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000114	05/05/2022	PPE 4/30/22 FICA	168.42
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000114	05/05/2022	PPE 4/30/22 MEDICARE	39.40
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000115	05/05/2022	PPE 4/30/22 STATE WTHD'G	10.45
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000116	05/05/2022	PPE 4/30/22 CASE 1457313	603.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000116	05/05/2022	PPE 4/30/22 CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000116	05/05/2022	PPE 4/30/22 CASE 2135289	646.15
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000117	05/16/2022	3/25/22-4/24/22 VEHICLE FUEL	5,189.31

Grand Total: **246,773.07**

Authorization Signatures



Rachel Barbosa, City Manager



City Council Agenda Report

Agenda Item No. 9.a.

DATE: May 24, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Rene Salas, Deputy City Manager

SUBJECT: UPDATE ON HOMELESS PROGRAM

SUMMARY: The City entered into an MOA with San Gabriel Valley Council of Governments (SGVCOG) for funds to support the City's homeless services plan. This included staff costs, training, prevention & diversion programs and hiring a land-use consultant to identify spaces to build a shelter or transitional housing. The land-use consultants, LeSar Development Consultants, identified Loma Elementary School in the El Monte City School District (EMCSD) as a potential family shelter for women with children.

RECOMMENDED ACTION: Staff recommends City Council receive and file this report.

FISCAL IMPACT: No fiscal impact at this time.

DISCUSSION: On June 13, 2017, the County of Los Angeles Board of Supervisors approved Measure H funding allocations in support of the County's Homeless Initiatives to prevent and combat homelessness in the County.

In September 2017, the City applied for and was awarded a \$30,000 City Planning Grant to create a city-specific homeless plan based on our 2017 Homeless County numbers.

The City entered into an agreement with the San Gabriel Valley Council of Governments ("SGVCOG") to select a consultant to work with cities in the region and administer the planning grant. On January 10, 2018, the SGVCOG governing board, with input from the member cities, selected LeSar Development Consultants to assist each city with the development of a homeless plan.

In June of 2018 at a City Council meeting, City Council approved the City's plan to prevent and combat homelessness.

On July 14, 2022, the City entered into an MOA with SGVCOG for funds to support our homeless plan.

The mandated business and public area closures due to the COVID-19 pandemic impacted our plans to roll out homeless services in 2020 and the first half of 2021. During this period, staff training for entry point assessment of homeless clients was completed.

In Late August of 2021, the City was able to begin offering homeless services that included hotel vouchers, groceries, car repairs, and paying for private storage. Staff worked with Union Station to follow up with homeless clients on longer term issues, including more permanent housing and employment options.

In November of 2021, City Council approved a letter of support that was sent to County Supervisors Hilda L. Solis and Kathryn Barger requesting more local funding for homeless services. About this time, staff entered into discussions with EMCSD regarding the potential opportunity to convert their existing school property on Loma Ave. into a shelter for women with children.

LeSar Consultants, the City's land-use consultant, has prepared the attached PowerPoint presentation that describes the City's proposal to convert the existing Loma School into a shelter for women with children. Staff will present this document to the El Monte City School District Superintendent for consideration and a future presentation to the School Board of Trustees.

ATTACHMENT(S):

- A. Loma School Site Proposal
- B. Loma School Design Package

ATTACHMENT A



Envisioning the future of the Loma School site

Continuing a legacy of
service to the community
as interim housing

City of South El Monte's Ask

The City would like to enter into an exclusive negotiating agreement with EMCSD on acquisition of the Loma School Site that would include a period to work collaboratively on the development program and valuation.

City of South El Monte's Vision

Proposed Site Plan



COMMON SPACES / SERVICE PROGRAM

- BUILDING A**
Healthcare Services
Mental Health Services
600 SF
- Case Management Services
Legal Assistance
GED Programming Classes
1200 SF
- Employment Services
Computer Lab
600 SF
- BUILDING E**
Community Room
Study Space
Group Meetings
Workshops
Training
Mail Room
1840 SF
- BUILDING D (Two Classrooms)**
Childcare Services
After School Program
1200 SF
- BUILDING F**
Fitness Center **900 SF**
Laundry **900 SF**
- BUILDING G**
General Storage
Bicycle Storage
900 SF
- CONNECT HOMES COMMON PROG.**
Restrooms **320 SF**
Laundry **320 SF**

DWELLINGS FOR FAMILIES OF 1-3
35 UNITS @ APPROX. 320 SF

DWELLINGS FOR FAMILIES OF 4-5
07 UNITS @ APPROX. 640 SF

Proposed Site Plan

LEGEND

FAMILIES OF 1-3

FAMILIES OF 4-5

COMMON SPACES/
SERVICE PROGRAM

FENCE LINE

	DWELLING UNITS
FAM. OF 1-3	35
FAM OF 4-5	07
GRAND TOTAL	42

Existing conditions

- 3.38 acres total
- 1.7 acres in use by school
- 24,000 square feet of school buildings
- Parking, playgrounds, asphalt courts
- Administrative offices and Head Start program
- Softball field not being considered as part of proposed interim housing



Alignment with EMCSD Strategic Plan

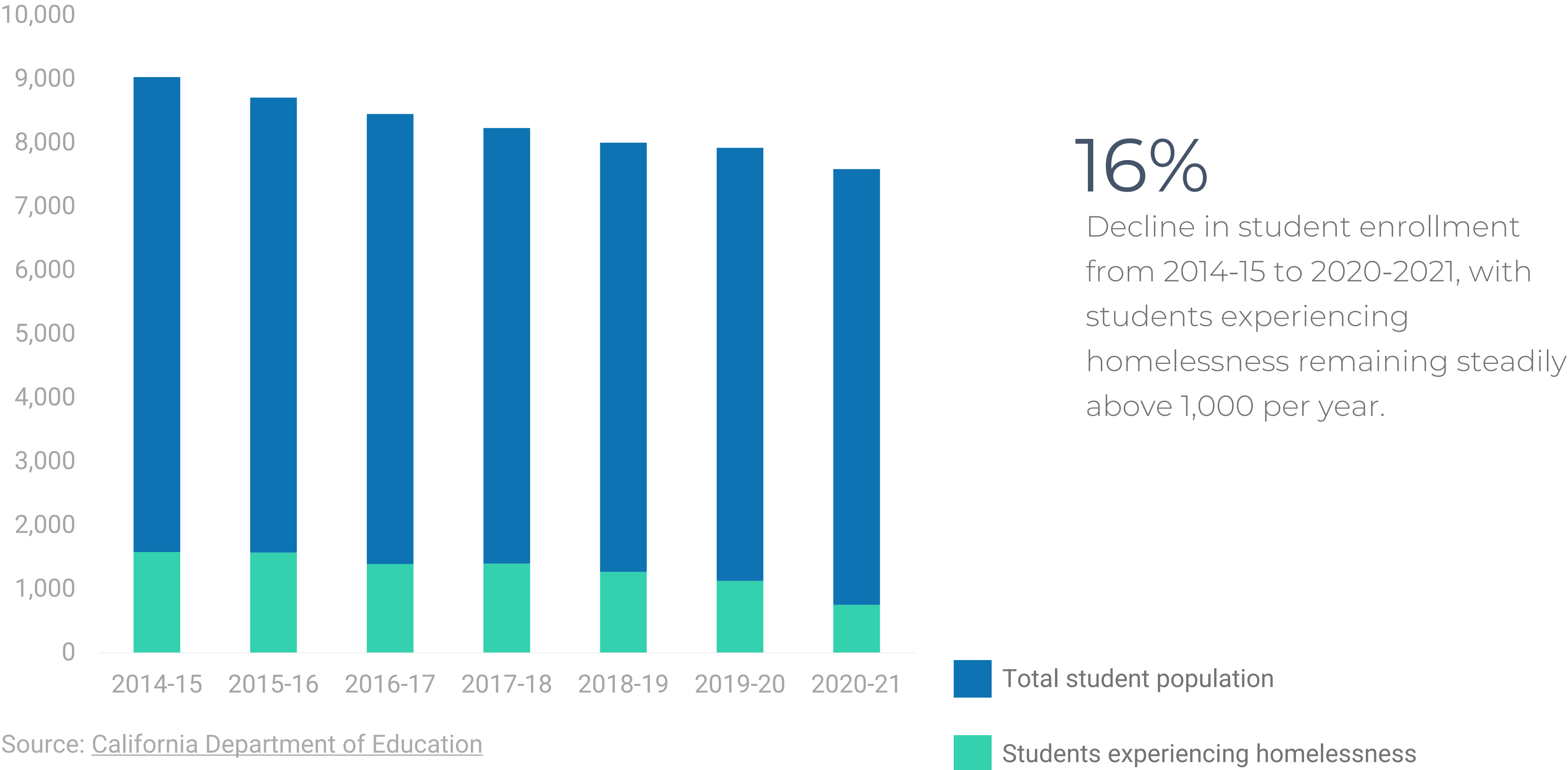
Vision

We will be an **innovative** school district in which students achieve at their highest potential, surrounded by an engaged community that is proud and supportive of its educational system.

Mission

The El Monte City School District, in partnership with the students, families and the community, cultivates leadership, creativity and educational excellence. By creating multiple opportunities for learning, we **develop students' unique abilities to succeed** and **contribute positively** in our diverse society.

EMCSD: Declining Student Population, Steady Homelessness



Source: [California Department of Education](#)

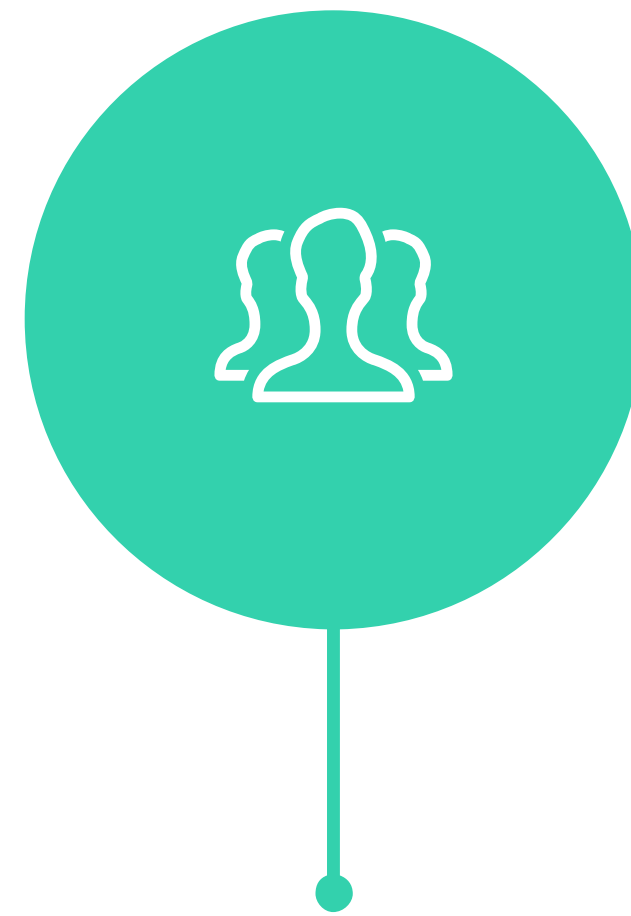
Benefits to EMCSD



Supporting local students whose families are experiencing homelessness by providing land for interim housing



Strengthen school district financially through income from property sale



Serve as an example of innovation



Other benefit?



Other benefit?

Using Former School Land for Homes and Developing Interim Housing: Two Well-Worn Paths

School Districts Selling Land for Housing

South Pasadena

Sold former district headquarters for \$14.5 million to developer with plans to renovate historic building and add mixed-use project

Pomona

Gradually sold surplus properties, many of which laid vacant for years and were bought during a growing phase

Covina-Valley

Recently sold three properties, including two closed schools, after a years-long public process to hear community feedback around density and height

Conejo Valley

Sold historic Timber School site in 2015 with plans for housing and other uses. City has approved various plans, but no development yet

Interim Housing Success Stories

Homekey: \$3.6 billion of interim and permanent housing, 2020-2023

2020		
18	1,049	\$136M
Interim projects	Units	Estimated funding

2021		
(As of April 1)		
11	736	\$190M
Interim projects	Units	Funding



Project ex. 1

Description of project



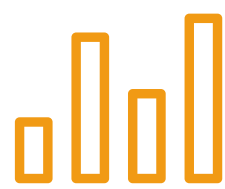
Project ex. 2

Description of project



Project ex. 3

Description of project



Project ex. 4

Description of project

South El Monte's Proposed Site Program

140

Total number of
people that can be
housed in 42 family
dwellings

Safety

Secure private and
communal spaces

9,000

Square feet of
office, service, and
community spaces

Next Step: Exclusive Negotiating Agreement (ENA)



City wishes to enter into ENA
with EMCSD to negotiate sale of
Loma School site



SEM can be a trusted partner to
develop the Loma School site for
interim housing



Thank you!

ATTACHMENT B

ATTACHMENT B

Loma ES Transitional Housing

South El Monte, CA

April 27, 2022

LOMA AVE.



Site Conditions

LDC | Loma Elementary School Transitional Housing

APRIL 27 2022

GGA | Architecture +



Existing Conditions



Removal and Addition of Buildings

LEGEND
■ TO BE REMOVED
■ TO BE ADDED

APRIL 27 2022



Proposed Program Organization

LEGEND

TEAL DWELLINGS

RED COMMON SPACES/SERVICES

GREEN ADDED OPEN SPACE

APRIL 27 2022



PROGRAM

COMMON SPACES / SERVICE PROGRAM

- BUILDING A**
Healthcare Services
Mental Health Services
600 SF
- Case Management Services
Legal Assistance
GED Programming Classes
1200 SF
- Employment Services
Computer Lab
600 SF
- BUILDING E**
Community Room
Study Space
Group Meetings
Workshops
Training
Mail Room
1840 SF
- BUILDING D (Two Classrooms)**
Childcare Services
After School Program
1200 SF
- BUILDING F**
Fitness Center **900 SF**
Laundry **900 SF**
- BUILDING G**
General Storage
Bicycle Storage
900 SF
- CONNECT HOMES COMMON PROG.**
Restrooms **320 SF**
Laundry **320 SF**
- DWELLINGS FOR FAMILIES OF 1-3**
35 UNITS @ APPROX. 320 SF
- DWELLINGS FOR FAMILIES OF 4-5**
07 UNITS @ APPROX. 640 SF

Proposed Site Plan

LEGEND

FAMILIES OF 1-3

FAMILIES OF 4-5

COMMON SPACES/
SERVICE PROGRAM

FENCE LINE

	DWELLING UNITS
FAM. OF 1-3	35
FAM OF 4-5	07
GRAND TOTAL	42



APRIL 27 2022



**SMALL FAMILY VILLAGE
(NEW)**

**BUILDING A
(EXISTING)**



Enlarged Floor Plans

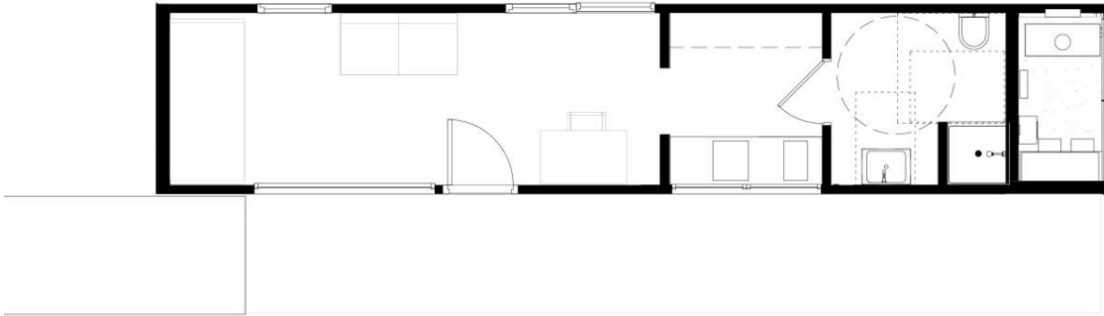
LEGEND

- FAMILIES OF 1-3
- FAMILIES OF 4-5
- COMMON SPACES/
SERVICE PROGRAM

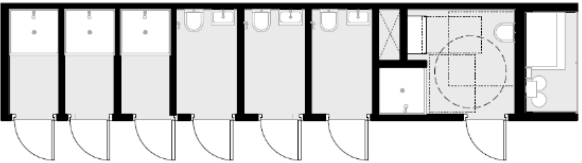


APRIL 27 2022

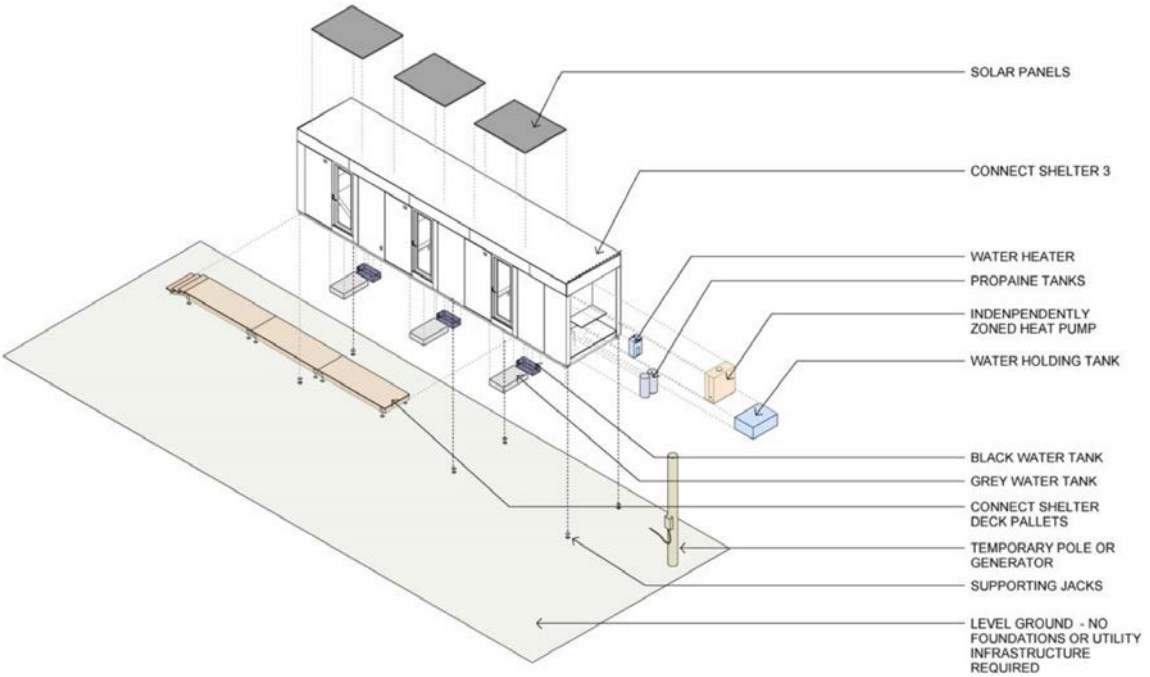
TINY HOME 8X40 - 320 SF
FULL ADA BATHROOM WITH LIVING SPACE



Shelter Bath Mod



Laundry and Office



Connect Homes – Connect Shelters



**BUILDING B
(EXISTING)**

**BUILDING E
(EXISTING)**



Enlarged Floor Plans

LEGEND

- FAMILIES OF 1-3
- FAMILIES OF 4-5

- COMMON SPACES/
SERVICE PROGRAM



APRIL 27 2022





City Council Agenda Report

Agenda Item No. 9.b.

DATE: May 24, 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. 22-35, APPROVING AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND THE EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE

SUMMARY: The El Monte/South El Monte Chamber of Commerce (Chamber) provides services to the business community and to the City of South El Monte. The proposed new contract will continue promoting economic development, performing business outreach, and assisting existing businesses and new businesses to establish themselves in the community.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-35, approving an agreement with the El Monte/South El Monte Chamber of Commerce.

FISCAL IMPACT: Funding of \$20,000 will be allocated for 2022/23 fiscal year.

DISCUSSION: The City of South El Monte has a long partnership with the Chamber. The attached agreement will allow the chamber to continue with economic development outreach, promotion of business and community events, showcase the City at Chamber events, educational programs, and assist with state legislation actions that may impact the city.

ATTACHMENT(S):

- A. Resolution No. 22-35
- B. Chamber Agreement
- C. Presentation

ATTACHMENT A

RESOLUTION NO. 22-35

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING AN AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF SOUTH EL MONTE AND THE EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE

WHEREAS, the Chamber of Commerce (“Chamber”) has provided the City professional business development and sustainability services, assistance with legislative actions, and has represented the City’s business community at various events; and

WHEREAS, the City has benefited from these services that increased business development and job opportunities; and

WHEREAS, the City would like to maintain the services provided for fiscal year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

1. Approves the contract services agreement between the City and the Chamber as may be amended and approved as to form by the City Attorney; and
2. The City hereby approves the funding in the amount of \$20,000 to be paid in four quarterly installments of Five Thousand dollars (\$5,000) for fiscal year 2022 -2023.

PASSED, APPROVED, AND ADOPTED this 24th day of May, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 22-35, was passed and approved by the City Council of the City of South El Monte City at a regular meeting of said Council Held on the 24th day of May, 2022 and that Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

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

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 24th day of May, 2022, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and the El Monte /South El Monte Chamber of Commerce (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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 the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Thousand Dollars (\$20,000.00) (“Contract Sum”).

2.2 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, 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost 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 but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Ken Rausch is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Contract Officer. City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City. 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.

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 \$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.

(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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. 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.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant 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 the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the 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 the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

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. 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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 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.

8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 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 _____

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

[Signatures On The 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

Rachel Barbosa, City Manager

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: 1903 Durfee Ave.

Suite 4

South El Monte, CA 91733

IF APPLICABLE: 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.

DRAFT

EXHIBIT “A”

SCOPE OF SERVICES

➤ Task A: Economic Business Development

- Independent Advocate for Businesses and Community
- Serve as information bureau to its members and new businesses by properly communicating City information. The information bureau shall serve the business and residential community
- Complimentary Email Blasts to the Chamber Membership Promoting City events
- Direct inquiries concerning community facilities and services to refer callers to the appropriate City departments
- Business liaison between businesses and City to promote South El Monte as “Business Friendly”. Assist city staff in addressing potential issues of concern with businesses and the city
- Available to work with City staff to coordinate and promote meetings with businesses in order to minimize additional City staff time
- Facilitate tours of major businesses with elected officials
- Provide Certificate of Origin documentations to US businesses that export goods
- Working close with the Economic Development Department to recruit new businesses to South El Monte
- Semi-Annual updates at City Council meetings

➤ Task B: Business Advisory Council

- Chamber of Commerce has created a Business Advisory Council (BAC). The BAC will be comprised of local Chamber member businesses and community leaders that discuss challenges and obstacles in our community. We will address these challenges and offer possible solutions to encourage new business growth and foster a pro-business ecosystem. The purpose of the BAC is to assist in developing programs and services that focus on the needs of local neighboring business to encourage innovation and growth of small and large businesses. The goal of the Chamber’s BAC is to provide education, advocacy and business development for business members and community involvement. The BAC will meet quarterly, preferably at lunch and Minutes of our meetings will be kept insuring accountability.

- **Task C: Visitor Business Resource Guide, City Map and 100 Year Anniversary Promotional Magazine**
 - Create a high-quality city-wide Business Resource Guide, City map 100 year anniversary promotional magazine to assist existing and potential visitors to South El Monte Businesses. Map will facilitate city staff and in promoting the city's potential venues. Chamber of Commerce is responsible for working with the vendor to ensure accurate business listings and distribution.
- **Task D: Promoting the Community**
 - Maintain up-to-date website with pertinent community information with links to the City
 - Distribute unlimited city flyers and calendars (as provided) via email blasts to Chamber membership
 - Progressive social media presence on Facebook & instagram promoting the City, businesses and local events
 - Welcome and recognize new businesses in the community
 - Work with local businesses to coordinate charity fundraisers and assist City in sponsoring/hosting events
 - Facilitate Ribbon Cuttings/Grand Openings with the city to save city labor costs and time
- **Task E: Community Activities - Showcase City dignitaries, employees and businesses at Chamber Events**
 - **Ribbon Cutting Ceremonies**
Coordinate and produce Ribbon Cutting ceremonies complete with City and elected official certificates and city dignitary appearance
 - **Installation and Awards Event**
Coordinate and produce event
 - **Give a Toy, Give a Joy Toy Drive**
Coordinate and produce the event that raises funds and donations to local charities
 - **Taste and Sounds of El Monte/South El Monte**
Coordinate and produce the event to promote local restaurants and talent.
 - **Christmas Tree Lighting Ceremony**
Presentation of Chamber ornament representing the businesses
 - **Elected Official Legislative Luncheons**

Coordinate and produce these events to showcase the City of South El Monte and host elected officials for exposure to our businesses and residents.

- **Work with the Chamber's Non-Profit Organization fund-raising efforts and endorsements** – South El Monte/El Mote Chamber of Commerce Educational Foundation
 - **Principal for a Day** - Produce and coordinate the annual event with the El Monte Union High District (EMUHSD)
 - **Back to School Resource Fair** - Assist South El Monte's event by providing school supplies (crayons, folders, notebook)
 - **Car Show** – sometime in September at Community Center Parking lot
 - **Classic Golf Tournament** – California Country Club
-
- **Task F: Educational Programs**
Chamber will coordinate workshops specific to the needs of the community on a as-needed basis. Partial list of topics include: CPR Certification, Workers Compensation Fraud, Recycling and your Business, Small Business Administration Loans, Disaster Preparedness, State Board of Equalization, Financial Workshops, Fire Hydrant use
 - South El Monte/El Monte Chamber of Commerce Educational Foundation – Administrator
 - Ms. And Mr. Friendly El Monte/South El Monte Pageant Scholarships for our local students.
-
- **Task G: Legislative Involvement**
Chamber will be actively involved with local elected officials to maintain awareness and advise City staff of topics of interest. This includes a working Legislative Committee (business and elected official's representatives) who meet monthly on the third Thursday of the month.
 - Chairperson of the San Gabriel Valley Legislative Coalition of Chambers. Meets monthly on the second Thursday of the month.
 - Through the Legislative Committee, provide business information to Chamber members and serve as a forum for City, County, State and Federal interrelationships and dialogue.
 - Review and recommend proposed business legislation and concerns to the City
 - Write correspondence per requests of staff regarding special interests
 - Environmental Justice participant with CalEPA
 - Work with local utilities (SCE, So Cal Gas, Metro, Metropolitan Water) with their legislative efforts

- I. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Semi- Annual updates at City Council Meetings
- II. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. Semi-Annual updates at the City Council meetings
- III. 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.**
- IV. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Christine Knight, Director of Membership and Marketing

EXHIBIT “B”

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

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

Section 6.4

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Consultant ***(if the City of South El Monte (City) pays for the full amount of the event, services or documents and materials, City will be entitled to the documents and materials, if this condition is met)*** and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

Tasks A-H: Paid quarterly in the amount of \$5,000 for a maximum annual compensation of \$20,000.

II.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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 the work performed.

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

**The schedule
shall be
determined
upon mutual
agreement of
the parties**

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

A. Quarterly Reports detailing all tasks accomplished during the quarter served on the City in conjunction with the invoice.

B.

C.

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

ATTACHMENT C



100
YEARS
1922-2022

EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE

“Building Business & Supporting Community”

CHAMBER MISSION STATEMENT

The mission of the El Monte/South El Monte Chamber of Commerce is to be ambassadors to the business community and a positive voice in local economic development, while advocating strength in education, membership and government legislation.

MEMBERSHIP STATISTICS

100 Years Perfecting Business

- Total Chamber of Commerce membership is 450 members.
- 72 members are South El Monte businesses.
- Member retention rate is 85%.
- Chamber of Commerce average is 80%.
- Membership Recruitment using Business License List.

LEGISLATION INVOLVEMENT

2020-2022

- Provide feedback, updates and assistance to City Council and City Manager regarding business information and legislative issues.
- Provide updates on business, local, state and federal legislative bills.
- Legislative forums
- Advocating for issues associated with education, environment & Utilities, infrastructure, labor and regulations.
- Actions of the Legislative Committee is to vote, write letters when necessary and receive reports for our elective representatives.
- Host the Legislative Luncheon with state dignitaries.

ECONOMIC DEVELOPMENT COVID-19 SUPPORT

2020-2022

- Small Business Administration – (EIDL)
- Los Angeles Development Corp.
- Small Business Development Center
- California Relief Grant
- California Small Business Relief Grant
- Los Angeles Regional COVID Fund Grant
- Small Business Administration Restaurant Revitalization
- Los Angeles County Business Federation (BIZFED)
- ICSC
- Los Angeles County Health Department
- Center for Disease Control (CDC)
- San Gabriel Valley Legislated Coalition of Chambers
- State Dignities Zoom/Webinars

ECONOMIC BUSINESS DEVELOPMENT

The Chamber of Commerce has successfully in the past & will in the future, make every effort to keep the City of South El Monte progressing in every way.

- Facilitated meeting with Mayor Olmos and Cardinal President Larry Felix in anticipation of selling South El Monte location.
- Tour/Introduction of B.I.G. Enterprises with Mayor Olmos and City Council.
- Facilitated meeting of El Monte Wholesale Meats with Mayor Olmos.
- Tour/Lunch Introduction of IMS with Mayor Olmos and City Council.
- Facilitated Meeting of Cole Lightening with Mayor Olmos, City Council and City Staff.
- Tour/Introduction of Ted Levine Drum Co.
- Tour/Introduction of Leaders Industries Inc.
- Linco Coasters helped with company employments, grants, SBA-Hub Zone Program
- Tour/Introduction with AMRO Fabricating with Mayor Olmos and City Council.
- Tour/Introduction of Vacco Industries.
- Greater El Monte Community Hospital monetary donation for Staff Appreciation Day.



CHAMBER ACTIVITIES

JANUARY 2020 – DECEMBER 2020

- Events scheduled for 2020, cancelled due to COVID-19
- Stayed Open Normal Operating Hours
- Contacted all chamber members/non-members regarding testing, loans etc...
- Chamber members received Chamber Grants regarding membership
- Arranged COVID-19 testing for several large businesses within South El Monte
- Updated companies on CDC compliance.
- Supplied hand sanitizers, masks, social distance stickers, etc.
- Aided companies with Small Grant Application with the SBDC, PPP, EILD loans

CHAMBER ACTIVITIES JANUARY 2021 – DECEMBER 2021

- January: SBDC Application/Webinars
- February 10: Meeting with Mayor Olmos
- February 19: Chamber Golf Tournament, golf by appointment COVID-19 style
- Delivered 9 X 9 COVID-19 social distance floor stickers to South El Monte businesses
- Zoom meeting with Luis Portilla
- April 24: South El Monte Foster Program
- May 8: Mediator for South El Monte Inspire
- July 14: Chamber Classic Car Show - South El Monte
- August 18: South El Monte High School ribbon cutting

CHAMBER ACTIVITIES

JANUARY 2022 – MARCH 2022

- January 5: Chamber Morning Breakfast Meeting
- January 14: SGV Conservation Corp Ribbon Cutting
- January 21: Coffee with the Captain
- January 29: CGI Agency Ribbon Cutting
- January, February, March, April and May: SBDC Webinar Wednesday Series
- February 2: Chamber Morning Breakfast Meeting
- February 16: Lunch Meeting with Mayor Olmos and SGVE Partnership CEO Luis Portillo
- March 2: Chamber Morning Breakfast Meeting
- March 3: Planning Lunch Meeting for SOTC Mayor Olmos/Cater
- March 9: Met with City Manager Rachel Barbosa and Deputy City Manager Rene Salas “SOTC”
- March 14: Lunch Meeting with Mayor Olmos “SOTC”
- March 16: SOTC Planning Committee Meeting
- March 22: Circus Chamber Mixer

CHAMBER ACTIVITIES

APRIL 2022 – MAY 2022

- EMSEMCA - Mountain View High School Resource Fair
- April 23: El Monte/South El Monte Chamber Centennial Gala- 100 Years Perfecting Business
- April 29: Ice Cream Donation for El Monte Union High School District Appreciation Day
- May 4: Business Building Brunch, Speaker Southern California Edison - Sal Ramirez
- May 5: Prayer Meeting South El Monte
- Kick-Off Multi-Chamber Mixer LA County Fair
- May 14: La Michoacan Ribbon Cutting
- May 18: Meet the Sheriff
- May 25: OnBoard CoWorking Chamber Mixer

PARTNER AGENCIES

- California Chamber of Commerce
- Los Angeles County Federation of Business (BIZ FED)
- San Gabriel Valley Economic Partnership
- San Gabriel Valley Legislative Coalition of Chambers
- Valley Association of Chamber Executives (VACE)
- International Council of Shopping Centers (ICSC)



QUESTIONS & ANSWERS



CHAMBER CONTACT INFORMATION

Ken Rausch, CEO: *Ken@emsem.biz*

Chris Knight, Director of Marketing & Membership:
Chris@emsem.biz

El Monte/South El Monte Chamber of Commerce: *www.emsem.biz*
(626) 443-0180

Find Us On:



EMSEMChamber



emsemchamberevents



City Council Agenda Report

Agenda Item No. 9.c.

DATE: May 24, 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 TO ESTABLISH A SECTION 115 TRUST WITH THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) AND PROPOSE ENTERING INTO AN AGREEMENT

SUMMARY: The City currently has an unfunded Other Post-Employment Benefits (OPEB) liability of \$1.928 million based upon the most recently completed actuary report. This liability results from not setting aside funds to meet future obligations for employee medical premiums. To address this liability, the City is proposing to enter into an agreement with Public Agency Retirement Services (PARS) to establish an IRS Section 115 Trust and to manage funds on behalf of the City. PARS was determined to be the most qualified Fund Manager based on achieving the highest investment earnings and personalized care for their clients. The City desires to establish an IRS Section 115 Trust and develop a funding plan prior to the end of the current fiscal year.

RECOMMENDED ACTION: Staff recommends City Council consider and approve staff engaging with PARS to establish a Section 115 Trust and funding strategy to address the unfunded OPEB liability. The contract and funding strategy will be brought back to City Council for final approval prior to implementation.

FISCAL IMPACT: The implementation of a Section 115 Trust and funding strategy will immediately reduce the unfunded OPEB liability of \$1.928 million. The transferring of funds into a trust account provides an earnings opportunity for interest income, which will then lower the amount of future payouts to be made for retiree medical premiums. Due to the higher market interest rates currently being experienced, the overall savings to the City is estimated to be \$300,000 to \$400,000 in lower payouts being made for retiree medical premiums.

DISCUSSION: The Public Employees' Medical & Hospital Care Act (PEMHCA) governs the CalPERS Health Program, which enables agencies to provide a quality health benefits program for employees while reducing financial risk. The program covers State employees by law. Local public agencies and school employers can contract to have

CalPERS provide these benefits for their employees, regardless of whether they contract with the CalPERS retirement program. The City has been participating in the CalPERS Health Program for its employees as well as the retiree medical premiums under PEMHCA. For 2022, the City has been funding 14 retirees on a "pay-as-you-go" basis at a rate of \$149 per month per retiree. There are an additional 56 employees that, upon retirement, would qualify to participate. The City has not set any funds aside for future premium payments, thus creating the unfunded OPEB liability of \$1.928 million.

The City engaged Kosmont Transaction Services (Kosmont) to assist in analyzing Section 115 Trust providers. Kosmont contacted three (3) well known providers to obtain background information, investing options, and historical interest earnings on investments. As part of their analysis, key metrics were developed and used to compare the three fund providers. The areas of focus were total assets under management, total agencies under contract, trustee fees, and the types of investments the City's funds would be placed in. When doing the comparison of the key metrics, PARS demonstrated the highest 10-year rate of return at 10.83% in the capital appreciation fund. PARS is also the second largest Section 115 trust manager in California. The selection of a well qualified 115 Trust provider will strengthen the City's financial health and provide certainty that the funds will be available in the future to fund the retiree medical payment obligations.

The implementation and funding of the Section 115 Trust follows financial best practices and demonstrates to employee labor groups that the City cares about and recognizes retirees for their past service. By implementation of the Section 115 Trust, the State Auditor in their annual Statewide assessment, will recognize that the City has addressed this past deficiency.

ATTACHMENT(S):

- A. Section 115 Trust Presentation

South El Monte, CA

Section 115 Trust Provider Comparison & Direction

Requested to Proceed to Implement a Trust



MAY 24, 2022



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

EXECUTIVE SUMMARY

- City of South El Monte (City) provides Other Post Employment Benefits (OPEB) to its employees but has not developed a funding approach to address payment of future benefits.
- The City is interested in setting up an investment fund (a “Section 115 Trust”) to save for and manage OPEB expenses going forward.
- Kosmont Transactions Services (KTS) was requested for information related to available options for establishing the Section 115 Trust.
- KTS contacted three (3) well known Section 115 Trust providers to obtain some basic information about the available options for this type of service.
- This presentation summarizes the key metrics obtained by KTS to compare the three providers and aid the City with its decision-making process about how best to proceed with establishing its Section 115 Trust.
- PARS is being recommended to be the City’s Trust Fund Administrator based upon outperforming their peers.

CITY'S UNFUNDED OPEB LIABILITY

- City employees with five or more years of service and retire from the City are eligible for a lifetime medical benefit. For 2022, the lifetime monthly payment amount is \$149.
 - Hired Prior to January 1, 2013 Eligibility: Age 50 & 5 years of CalPERS service.
 - Hired After January 1, 2013 Eligibility: Age 52 & 5 years of CalPERS service.
- The most recent actuary report shows the City's estimated OPEB liability is \$1,928,000. This amount goes up each year since funds are not currently being set aside to meet future payments on behalf of employees.
- The City is currently funding 14 employees on a “pay-as-you-go basis” each month.
- There are 56 fulltime active employees where the future liability is being recognized on the City's books, but funding has not been set aside.
- The State Auditor gave the City a ZERO score last year in their annual financial assessment for not having a Section 115 Trust in place.

CALPERS

- Largest Section 115 Trust Manager in California
- Total Assets Under Management: \$17.2 Billion
- Total Agencies Under Contract: 586
- California Employers' Retiree Benefit Trust (CERBT) has Three Funding Strategies:
 - CERBT 1 – Aggressive
 - CERBT 2 – Moderate
 - CERBT 3 – Conservative
- Assets are pooled, Agencies do not have separate ownership of securities in the investment portfolio

	CalPERS		
Fund	CERBT 1	CERBT 2	CERBT 3
Inception	6/1/2007	10/1/2011	1/1/2012
1 Year Net Return	6.02%	4.71%	4.35%
3 Year Net Return	10.64%	8.75%	7.23%
5 Year Net Return	9.16%	7.73%	6.39%
10 Year Net Return	7.97%	6.73%	5.55%
Since Inception (Net)	5.85%	7.58%	5.89%
AUM	\$ 14,413,849,796	\$ 1,961,648,198	\$ 842,594,189
Operating Expense	0.10%	0.10%	0.10%

PARS

- Second Largest Section 115 Trust Manager in California
- Total Assets Under Management: \$6.4 Billion
- Total Agencies Under Contract: 366
- 115 Trust Services is a core business activity
- One of only two Fund Managers with the ability to Prefund both OPEB & Pensions in the same trust
- Can reimburse Agency for up to 2 years of OPEB expenses (vs. 1 year for CalPERS)
- Total Annual Management Fee for Assets Under Management for a \$2 million portfolio is \$12,000.

	PARS				
Fund	Capital Appreciation	Balanced	Moderate	Moderately Conservative	Conservative
1 Year Net Return	14.96%	11.44%	9.31%	5.15%	2.20%
3 Year Net Return	17.30%	14.99%	13.26%	9.82%	7.36%
5 Year Net Return	12.15%	10.80%	9.56%	7.17%	5.43%
10 Year Net Return	10.83%	9.45%	8.39%	6.34%	4.75%

Operating Expense Structure:	0.25%	0.20%	0.15%	0.10%
	\$0-10MM	\$10-15MM	\$15-50MM	>\$50MM

Trustee/Investment Management Fee Structure:*	0.35%	0.25%	0.20%	0.15%	0.10%
	<\$5MM	\$5-10MM	\$10-15MM	\$15-50MM	>\$50MM

[1] Data as of December 31, 2021

* Subject to change due to rebalancing, as fees are waived for plan assets in First American Funds (money market)

CHANDLER ASSET MANAGEMENT

- Total Assets Under Management: \$220 Million
- Total Agencies Under Contract: 8
- No multi-employer Trust offered, instead City would establish Trust in its own name
- Nominal custody or trustee fees in addition to Operating Expense (dependent on bank selected)
- Exchange Traded Fund Fees of 0.05% not included in Operating Expense
- Section 115 Trust Activity is one of the core lines of business where they are trying to increase market share.

	Chandler AM
Fund	Multi Asset Class (MAC)
Inception	11/30/2009
1 Year Net Return	2.75%
3 Year Net Return	9.13%
5 Year Net Return	8.02%
10 Year Net Return	7.44%
Since Inception (Net)	7.81%
Operating Expense	0.25%

CONCLUSION

- The City does not have a Section 115 Trust which is needed to reduce liability and follow best practices.
- The ranking of largest to smallest Fund Managers: CalPERS > PARS > Chandler AM
- PARS and Chandler AM offer Active/Customized portfolios vs. Passive portfolios offered by CalPERS.
- CalPERS offers lowest fee structure, but their performance historically lags behind PARS.
- PARS has historically achieved the highest interest earned on investments.
- PARS offers flexibility in investment strategies, subaccounts, and access to funds.
- Chandler AM and PARS have no risk sharing across employers. Each Agency is individually managed.
- City Council is being requested to direct staff to work with PARS to develop a funding strategy, contractual agreement, and resolution for final approval.



City Council Agenda Report

Agenda Item No. 9.d.

DATE: May 24, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-36, APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN COUNCIL FOR WATERSHED HEALTH (CWH) AND THE CITY OF SOUTH EL MONTE - MERCED AVENUE GREENWAY PROJECT

SUMMARY: The Merced Avenue Greenway Project in the City of South El Monte is a multi-benefit green street project which includes decentralized Low Impact Development (LID) Best Management Practices (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff. Council for Watershed Health is a recipient of the U.S. Department of the Interior's WaterSMART Program funding for the implementation of the Merced Avenue Greenway project administrated by the U.S. Bureau of Reclamation. This Memorandum of Agreement (MOA) is to establish a mutual agreement between CWH and the City of South El Monte to comply with the grant requirements.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-36, approving an MOA between the Council for Watershed Health (CWH) and the City of South El Monte for the Merced Avenue Greenway Project and authorizing the City Manager and/or designee to execute the MOA with Council for Watershed Health.

FISCAL IMPACT: There is no fiscal impact on the City's General Fund.

DISCUSSION: On October 12, 2021, the City Council awarded a contract to the Council for Watershed Health to Provide Project Administration Services for Merced Avenue Greenway Project for the amount of \$412,447.

The City has worked to develop long-term partners in the Merced Avenue Greenway Project, including non-profit organizations of Council for Watershed Health, Active SGV, and Climate Resolve, who all worked with the City to develop and submit a series of grant applications which were recently awarded for a total of \$9.8 Million. These grants will support the entire construction of the greenway as well as the partners' engagement,

monitoring, technical assistance, and training activities around implementation.

On March 25, 2021, the Council for Watershed Health coordinated a grant application and received funds in the amount of \$299,953 from the United States Bureau of Reclamation (WaterSMART Program). CWH is a recipient of the U.S. Department of the Interior's WaterSMART Program funding for the implementation of the Merced Avenue Greenway project administrated by the U.S. Bureau of Reclamation. The MOA is required to establish a mutual agreement between CWH and the City of South El Monte to comply with these grant requirements. Per this MOA, the City's awarded construction contractor will directly invoice CWH for up to \$300,000.00 under the "Water Quality Treatments" section of the construction budget.

ATTACHMENT(S):

- A. Resolution No. 22-10
- B. Memorandum of Understanding

ATTACHMENT A

RESOLUTION NO. 22-36

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY AND COUNCIL FOR WATERSHED
HEALTH TO PROVIDE PROJECT ADMINISTRATION
SERVICES FOR MERCED AVENUE GREENWAY PROJECT

THE SOUTH EL MONTE COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the City Manager to execute the proposed Memorandum of Agreement (“MOA”), with the Council for Watershed Health (“CWH”) to provide project administration services, in substantially the form attached to the staff report.

Section 2. The City Council hereby authorizes the City Manager to execute the MOA with CWH relating to the U.S. Department of the Interior’s WaterSMART Program funding for the implementation of the Merced Avenue Greenway project administrated by the U.S. Bureau of Reclamation.

Section 3. The City Council further directs the City Manager or designee to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED, AND ADOPTED this 24th day of May, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certifies that the foregoing Resolution, being Resolution No. 22-36, 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 24th day of May 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

Attachment B

**MEMORANDUM OF AGREEMENT
BETWEEN COUNCIL FOR WATERSHED
AND THE CITY OF SOUTH EL MONTE**

This Memorandum of Agreement (“MOA”) is made and entered into this _____ by and between the Council for Watershed Health (“CWH”) and City of South El Monte (SEM). CWH and SEM are sometimes herein referred to individually as a “Party” or collectively as the “Parties.” This MOA is made based on the following facts:

CWH is a 501 (c)(3) nonprofit organization, founded in 1996, which brings together representatives from water and public works agencies, land conservancies, citizen groups and businesses with interests in using a watershed approach to achieve multiple benefits. CWH has served the Los Angeles region for more than 20 years and works to improve area water supplies, water quality and flood protection measures by advancing the health and sustainability of the region's watersheds through science-based research, education and inclusive stakeholder engagement; and,

CWH works to accomplish its mission through supporting agency, community and private sector collaboration in the areas of improving water quality and supply, fostering a watershed approach to landscaping and landscape design, and facilitating integrated planning and management. CWH has also created a repository for watershed information that is disseminated to the public, built partnerships and beneficial solutions for watershed issues, developed comprehensive public education/outreach forums and professional training, provided scientific and technical research on watershed management principles to inform public policy, and sought funds to accomplish the goals and objectives of numerous restoration projects; and,

CWH brings a new perspective to urban infrastructure that generates ideas, techniques, projects for implementation, and other opportunities that incorporate natural urban systems and community engagement into capital projects with water quality elements.

CWH and SEM have partnered, amongst other government and NGO entities, to design and construct the Merced Avenue Greenway (Phase I - Southern Residential Corridor). This project will capture and treat urban stormwater runoff to improve the water quality downstream within the Alhambra-Rio Hondo Watershed in South El Monte, a highly urbanized and economically underserved community located in the San Gabriel Valley of Los Angeles County.

The project is an element of both the Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed and the Greater Los Angeles County Integrated Regional Watershed Management Program. The project design was developed and will be completed with significant community involvement and engagement. Major project elements include tree planting and vegetation, installation of permeable pavement and underground infiltration chambers to capture and passively filter urban runoff along 0.65 miles of Merced Avenue, reducing urban pollution loads discharged downstream into the Rio Hondo River, the San Gabriel River, and Legg Lake within Whittier Narrows Recreation Area, and contributing to groundwater augmentation of the San Gabriel East Basin.

CWH is a recipient of the U.S. Department of the Interior’s WaterSMART Program funding for the implementation of the Merced Avenue Greenway project administrated by the U.S. Bureau of Reclamation. The Assistance Agreement R22AP00277-00 between the U.S. Department of the Interior Bureau of Reclamation and the Council for Watershed Health is made part of this Memorandum of Agreement (ATTACHMENT A).

Both CWH and SEM accept the responsibility to and certify that both Parties will comply with all applicable clauses of Assistance Agreement R22AP00277-00 between the U.S. Department of the Interior Bureau of Reclamation and the Council for Watershed Health (ATTACHMENT A).

NOW, THEREFORE, the Parties hereto mutually agree as follows:

Section 1. RESPONSIBILITIES OF SEM.

1. SEM agrees to select a consultant to construct the water quality features of the project via a competitive bidding process according to the U.S. Bureau of Reclamation's requirements described in the Procurement Standard Sections 200.318 through 200.327 of Assistance Agreement R22AP00277-00 (ATTACHMENT A).
2. SEM agrees to provide all documents, records, and information related to the bidding process to CWH.
3. Upon selecting a consultant, SEM shall execute consultant's contract in which it would be specified that the consultant will directly invoice CWH for up to \$300,000.00 under the "Water Quality Treatments" section of the Construction budget.

Section 2. RESPONSIBILITIES OF CWH.

1. CWH will act as a fiscal sponsor of up to \$300,000.00 for the water quality elements construction of the project, and will be responsible for paying the consultant selected by the City of South El Monte via a competitive bidding process.

Any correspondence related to invoicing shall be directed to:
CWH Project Manager – Jason Casanova (cas@watershedhealth.org).
177 E. Colorado Blvd., Suite 200
Pasadena, CA 91105-1955
Phone: 213-229-9945

Section 3. LIABILITY. Except as provided in Section 10, below, neither Party shall incur any liability for the execution of, or participation in any activities arising out of or in connection with this MOA. Except as provided in Section 10, below, each Party shall bear their own defense, investigation, funding and legal representation in the result of any claim being instituted in contract, tort, or any other theory of liability.

Section 4. TERM. This MOA will expire June 30, 2024, unless terminated as provided under Section 5 or extended by an amendment to this MOA that is signed by both Parties.

Section 5. TERMINATION. Either party shall have the right to terminate this MOA, in whole or in part, by giving the other party thirty (30) days written notice.

Section 6. CONTACT PERSONS — PROPER ADDRESSES — NOTIFICATION. All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by

regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To Council for Watershed Health:
Eileen Alduenda, Executive Director
Council for Watershed Health
177 E. Colorado Blvd.
Pasadena, CA 91105
eileen@watershedhealth.org
Office: 213.229.9945

To CITY OF SOUTH EL MONTE:
City of South El Monte
Public Works Department
1415 Santa Anita Avenue
South El Monte, CA 91733
Email: ccataldi@soelmonte.org
Phone: 626-579-6540

Section 7. ENTIRE AGREEMENT. This MOA contains all of the agreements, representations, and understandings of the Parties hereto, and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written. This MOA may not be modified except by a writing signed by both Parties.

Section 8. SEVERABILITY. If any provision of this MOA is held illegal, invalid, or unenforceable, in whole or in part, then that provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected.

Section 9. DISPUTES, JURISDICTION AND VENUE. The parties shall attempt to resolve any dispute, claim, controversy or disagreement arising out of or relating to this MOA ("Dispute") in a prompt, equitable, and amicable manner. This MOA is made and will be interpreted under the laws of the State of California, Venue for any action will be the Superior Court of Los Angeles County, California.

Section 10. INDEMNIFICATION

Except to the extent of the active negligence or willful misconduct of CHW, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CITY OF SOUTH EL MONTE undertakes and agrees to defend, indemnify and hold harmless CWH and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CWH, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CITY OF SOUTH EL MONTE's employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOA by CITY OF SOUTH EL MONTE or its subcontractors of any tier. Rights and remedies available to CWH under this provision are cumulative of those provided for elsewhere in this MOA and those allowed under the laws of the United States, the State of California. The provisions of this paragraph shall survive expiration or termination of this MOA.

COUNCIL FOR WATERSHED HEALTH

By: _____

Eileen Alduenda, Executive Director

CITY OF SOUTH EL MONTE

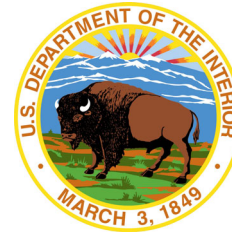
By: _____
Rachel Barbosa, City Manager

DRAFT

ATTACHMENT A

1. DATE ISSUED MM/DD/YYYY Draft as of 03/30/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.554 - Cooperative Watershed Management			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. R22AP00277-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN R22AP00277		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 03/16/2022		Through 06/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 03/16/2022		Through 06/30/2023	
8. TITLE OF PROJECT (OR PROGRAM) Merced Avenue Greenway Implementation Project			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Public Law 111-11, Omnibus Public Land Management Act of 2009, Title VI, Subtitle A, Sec. 6001-6003 (16 USC 1015 et seq.)

9a. GRANTEE NAME AND ADDRESS COUNCIL FOR WATERSHED HEALTH 177 E Colorado Blvd STE 200 Pasadena, CA 91105-1955		9b. GRANTEE PROJECT DIRECTOR Mr. Jason Casanova 177 E. Colorado Blvd Suite 200 Pasadena, CA 91105-1955 Phone: 213-229-9945	
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Eileen Alduenda 177 E. Colorado Blvd Suite 200 Pasadena, CA 91105-1955		10b. FEDERAL PROJECT OFFICER Ms. ROBIN GRABER Bureau of Reclamation Denver Federal Center Water Resources and Planning Office Denver, CO 80215-1000	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION																																													
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 300,000.00																																													
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00																																													
				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00																																													
				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 300,000.00																																													
				13. Total Federal Funds Awarded to Date for Project Period \$ 300,000.00																																													
				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																																													
				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$																										
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REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
See next page

GRANTS MANAGEMENT OFFICIAL:

Darren Olson, Grants Officer
Denver Federal Center
6th Avenue and Kipling St
Denver, CO 80225-5007
Phone: 303-445-2588

17. VENDOR CODE			0071344509	18a. UEI	18b. DUNS	079922410	19. CONG. DIST.	27
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION		
1	0051017514-00010	\$150,000.00	03/16/2022	06/30/2023	0680	R-DO-2021-000657 CWMP II Council for Wate		
2	0051017514-00020	\$150,000.00	03/16/2022	06/30/2023	0680	R-DO-2021-000657 CWMP II Council for Wate		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED Draft as of 03/30/2022
GRANT NO. R22AP00277-00	

REMARKS:

No Program Income.

Recipients are NOT required to sign the Notice of Award or any other award document. Recipients indicate their acceptance of an award, including award terms and conditions, by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339343.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED Draft as of 03/30/2022
GRANT NO. R22AP00277-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	06/30/2023	Final	10/28/2023

AWARD ATTACHMENTS

Council for Watershed Health

R22AP00277-00

1. Final Draft Agreement
2. Project Abstract

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

R22AP00277

Between
Bureau of Reclamation
And
The Council for Watershed Health
For
Merced Avenue Greenway Implementation Project

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**Financial Assistance Agreement
Between
Bureau of Reclamation
And
The Council for Watershed Health
For
Merced Avenue Greenway Implementation Project**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and **The Council for Watershed Health** (Recipient), pursuant to Section 6002 of the COOPERATIVE WATERSHED MANAGEMENT ACT, Subtitle A of Title VI of the Omnibus Public Land Management Act of 2009, P.L. 111-11 (42 USC 10364) (the “Act”). The following section, provided in full text, authorizes Reclamation to award this Agreement:

SEC. 6002. PROGRAM.

(a) ESTABLISHMENT.—Not later than 180 days after the date of enactment of this Act, the Secretary shall establish a program, to be known as the “Cooperative Watershed Management Program”, under which the Secretary shall provide grants—

- (1) (A) to form a watershed group; or*
- (B) to enlarge a watershed group*

(2) to conduct 1 or more projects in accordance with the goals of a watershed group.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The proposed Merced Avenue Greenway Implementation Project (Project) achieves the public purpose of the Act through the completion of one or more projects in accordance with the goals of the watershed group as promoted by Section 6002(a)(2) of the Act.

3. BACKGROUND AND OBJECTIVES

The U.S. Department of the Interior’s (Department) WaterSMART (Sustain and Manage America’s Resources for Tomorrow) Program provides a framework for Federal leadership and assistance to stretch and secure water supplies for future generations in support of the Department’s priorities. Through WaterSMART, the Reclamation leverages Federal and non-Federal funding to work cooperatively with States, Tribes, and local entities as they

plan for and implement actions to increase water supply sustainability through investments in existing infrastructure and attention to local water conflicts. Small-Scale Water Efficiency Projects provide support for priorities identified in Presidential Executive Order (E.O.) 14008: *Tackling the Climate Crisis at Home and Abroad* (E.O. 14008) and aligned with other priorities, such as those identified in Presidential Executive Order 13985: *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (E.O. 13985). Small-Scale Water Efficiency projects also support the goals of the Interagency Drought Relief Working Group established in March 2021 and the National Drought Resiliency Partnership.

Drought conditions across the West impact a wide range of communities and sectors, including agriculture, cities, Tribes, the environment, recreation, hydropower producers, and others. The western United States is experiencing its worst drought this century—historic in both duration and severity - threatening to kill crops, spark wildfires, and harm public health. As of July, the U.S. Drought Monitor indicates that more than 93 percent of the land in nine of the Western states is in drought conditions, and nearly 60 percent of the area is experiencing extreme or exceptional drought. Through WaterSMART, Reclamation provides financial assistance to water managers for projects that seek to conserve and use water more efficiently and accomplish other benefits that contribute to sustainability in the Western United States.

The Cooperative Watershed Management Program (CWMP) contributes to the WaterSMART strategy by providing funding to watershed groups to encourage diverse stakeholders to form local solutions to address their water management needs. The purpose of the CWMP is to improve water quality and ecological resilience, conserve water, and reduce conflicts over water through collaborative conservation efforts in the management of local watersheds.

The Council for Watershed Health will capture and treat urban stormwater runoff to improve water quality downstream within the Alhambra-Rio Hondo Watershed in South El Monte, California, a highly urbanized and economically disadvantaged community located in the San Gabriel Valley of Los Angeles County, California. The Council will plant trees and vegetation and install permeable pavement and underground infiltration chambers to capture and passively filter urban runoff along 0.65 miles of Merced Avenue, reducing urban pollutant loads discharged downstream into the Rio Hondo River, the San Gabriel River, and Legg Lake within Whittier Narrow Recreation Area, and contributing to groundwater augmentation of the San Gabriel East Basin. The project is an element of both the Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed and the Greater Los Angeles County Integrated Regional Watershed Management Program. The Project design was developed and will be constructed with significant community involvement and engagement through community workshops and meetings, and with funding contributions from the City of South El Monte and California Natural Resources Agency.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is \$3,438,847 and the total estimated amount of federal funding is \$300,000.00. The initial amount of federal funds available is limited to \$300,000.00, as indicated by “Amount of Financial Assistance This Action” within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

However, in accordance with the requirements set forth in the Act, only first year funding in the amount of **\$150,000** is available until Reclamation makes a determination on whether the Recipient has made significant progress on its project during the first 270 days to justify any additional funding (see Section I.6.1.3 for more information).

5. SCOPE OF WORK AND MILESTONES

Under this Agreement, the Recipient shall implement a water quality treatment system made up of stormwater Low Impact Development (LID) Best Management Practices (BMPs) along 0.65 miles of Merced Avenue in the City of South El Monte, California. Project activities include:

- **Bioretention and biofiltration areas:** Vegetated, shallow depressions that capture and temporarily store stormwater runoff (bioretention – 6,820 sq ft; biofiltration - 1,907 sq ft)
- **Permeable pavement:** Permeable pavement will infiltrate stormwater into underlying soil while simultaneously providing a stable load-bearing surface (10,420 sq ft)
- **Underground infiltration chambers:** Harvest and infiltrate stormwater runoff, providing temporary storage within the chamber and the crushed stones above and below the chamber (10,420 sq ft)
- **Trees and Vegetation:** Planting of trees and other vegetation (132 street trees; 2,937 native shrubs)

The Merced Avenue Greenway Implementation Project is located in the City of South El Monte, within Los Angeles County, California. The project latitude is 34.04711N and longitude is - 118.05127W.

The milestones for completing the Project are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete environmental and cultural compliance	October 2021	December 2021
Mobilization	April 2022	May 2022
Begin installation	June 2022	June 2022
Installation (50% complete)	June 2022	November 2022
Submit 270-day report	December 2022	December 2022
Installation (100% complete)	November 2022	June 2023

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Any spatially explicit data or tools developed in the performance of this Agreement will be developed in industry standard formats that are compatible with Geographic Information System platforms.

6.1.3 Recipient will prepare and submit to Reclamation interim Project financial and performance reports (Interim Reports) and a final Project performance report (Final Report) as required by Section I.10 of this Agreement.

Each Interim Performance Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable

- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

The Final Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- Whether the project objectives and goals were met
- The benefits achieved by the project, including information and/or calculations supporting the benefits
- How the project improves long-term ecological resiliency
- How the project demonstrates collaboration, if applicable
- Photographs documenting the project are also appreciated
- If applicable, any data or data tools that were developed

Note: Reclamation may print photos with appropriate credit to Recipient. Final reports are public documents and may be made available on Reclamation's website, www.usbr.gov/watersmart/cwmp/plans.html.

6.1.4 As required by §6002 of the Act, Reclamation must make a determination on whether a recipient has made significant progress on its project during the first year to justify any additional funding. So that this determination can be made, Recipient will provide a report (Sufficient Progress Report) that describes the progress made on the Project from the effective date of the Agreement through no later than November 30, 2022.

Recipient shall provide this report on or before December 31, 2022. Reclamation will waive the Interim Report for the reporting period ending after receipt of the Sufficiency Report. The interim financial report for the reporting period will not be waived and shall be submitted as required by Section 1.10.4 of the Agreement.

6.1.5 As part of the final report, the Recipient will provide any work products developed as a result of funding provided under this Agreement. These products may include, but are not limited to, any data or tools developed in the performance of the Project.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and

off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

6.2.2 Reclamation will notify the Recipient if Reclamation has determined that Recipient has made sufficient progress during the year to justify additional funding. A notice of sufficient progress does not guarantee additional funding. Additional funding and final available funding amounts of funding will be determined based on Congressional appropriations as set forth in Section I.4.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Summary			
6. Budget Object Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	\$0		
b. Fringe Benefits	\$0		
c. Travel	\$0		
d. Equipment	\$0		
e. Supplies	\$0		
f. Contractual	\$0		
g. Construction	\$3,438,847		
h. Other Direct Costs	\$0		
i. Total Direct Costs	\$3,438,847		
i. Indirect Charges	\$0		
Total Costs	\$3,438,847	\$300,000	\$3,138,847
Cost Share Percentage		9%	91%

7.2 Cost Sharing Requirement

At least **50** percent non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this Agreement. Based on the budget estimate reflected in section 7.1 above, the estimated Federal share of allowable costs is **9% (\$300,000)** and the Recipient's estimated non-Federal cost share is **91% (\$3,138,847)**.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. At the end of the period of performance, if the final costs are lower than the original estimate and the 50 percent non-Federal cost share is met, the final payment and financial report can reflect a lower Recipient cost share than the original budget estimate.

If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to **120 days** following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(c)-(f) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Change in key personnel specified in section 8 “Key Personnel” of this Agreement.
- (c) Changes in the approved cost-sharing or matching outlined within this Agreement in section 7.2 “Cost Share requirements”
- (d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this Agreement.
- (e) Extensions to the project period identified in block 6 of the NOA.
- (f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Jason "Cas" Casanova
Director of Planning and Information Design
177 E. Colorado Blvd
Pasadena, CA 91105
323-481-2680
cas@watershedhealth.org

Additional key personnel for this Agreement are identified as follows:

Eileen Alduenda
Executive Director
177 E. Colorado Blvd
Pasadena, CA 91105
626-808-1422
director@watershedhealth.org

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be

due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 120 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2022	N/A
Submit to:	sha-dro-faoperations@usbr.gov or GrantSolutions	sha-dro-faoperations@usbr.gov or GrantSolutions
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425 (all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance or completion of the project.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending 09/30/2022	N/A
Submit to:	sha-dro-faoperations@usbr.gov or GrantSolutions	sha-dro-faoperations@usbr.gov or GrantSolutions

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

12. INTANGIBLE PROPERTY (2 CFR 200.315)

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 FR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA).

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the

Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

- (i) Research findings are published in a peer-reviewed scientific or technical journal; or
- (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at [2 CFR Subtitle A, Chapter II, Part 200](#) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

- (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
- (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified

date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows:
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
- (i) For returning interest on Federal awards paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the PMS Payee Account Number(s) (PANs);

- (C) List the Federal award number(s) for which the interest was earned; and
- (D) Make returns payable to: Department of Health and Human Services.
- (ii) For returning interest on Federal awards not paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) Include the name of the awarding agency;
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
 - (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.
 - (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)

(11) When returning funds or interest to PMS you must include the following as applicable:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns¹:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency Locator Code (ALC): 75010501

Name (abbreviated when possible) and ALC Agency POC

(iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

²Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

(v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If

the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or

- appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
 - (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.
 - (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - (j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or

labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves

an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
 - (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the

non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
 - (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
 - (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

- (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:
 - (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal

entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure

that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately

protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in [appendix II](#) to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.
- (b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate.
- (3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
 - (2) Except as provided in 200.312 Federally owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
 - (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them,

but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.

- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
 - (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and

agrees to include a similar term or condition in all lower tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and workplace safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without

liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- (b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.
- (c) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

(d) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(e) *Definitions.* For purposes of this award term:

- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) “Private entity”:
 - (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
- (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.

(c) Exemptions to the URA and 49 CFR Part 24

- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).
- (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and.
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest-level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the

information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref:

<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official

business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR Part 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a

monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of

interest that may arise during the life of the award, including those that have been reported by subrecipients.

- (d) **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) **Review Procedures.** The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

- (a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- (b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
 - (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
 - (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which

members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

- (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.338 and 200.339. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

Project Abstract

Grantee Name: Council for Watershed Health
Grant Number: R22AP00277-00
Project Title: WaterSMART Cooperative Watershed Management Program Phase II
Project Period: 04/01/2020 - 04/01/2022

The Council for Watershed Health will capture and treat urban stormwater runoff to improve water quality downstream within the Alhambra-Rio Hondo Watershed in South El Monte, California, a highly urbanized and economically disadvantaged community located in the San Gabriel Valley of Los Angeles County, California. The Council will plant trees and vegetation and install permeable pavement and underground infiltration chambers to capture and passively filter urban runoff along 0.65 miles of Merced Avenue, reducing urban pollutant loads discharged downstream into the Rio Hondo River, the San Gabriel River, and Legg Lake within Whittier Narrow Recreation Area, and contributing to groundwater augmentation of the San Gabriel East Basin. The project is an element of both the Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed and the Greater Los Angeles County Integrated Regional Watershed Management Program. The Project design was developed and will be constructed with significant community involvement and engagement through community workshops and meetings, and with funding contributions from the City of South El Monte and California Natural Resources Agency.



City Council Agenda Report

Agenda Item No. 9.e.

DATE: May 24, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-37, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

SUMMARY: Staff seeks City Council approval to award a Professional Services Agreement (PSA) to Kimley-Horn and Associates, Inc., as the lowest responsive and responsible bidder to provide Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP).

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-37, awarding a professional services agreement to Kimley-Horn and Associates, Inc. for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP) in the amount of \$39,976.88.

FISCAL IMPACT: The total cost for preparation of the LRSP, including project management, will be covered by the State Grant Funds in the amount of \$40,000 with a local match required in the amount of \$4,445, for a combined total project budget of \$44,445. Local match will be funded through Measure R funds. Funds to be budgeted in the Fiscal Year 2022-23 budget.

DISCUSSION: On December 22, 2020, the City submitted the LRSP grant funding request to the State. In December 2021, the City received the approved allocation letter from Caltrans, approving the funds in the amount of \$44,445 for the project, including \$4,445 local match requirement.

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.

On April 26, 2022, the City Council authorized staff to issue a Request for Proposals (RFP) for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP).

On April 28, 2022, the City issued a Request for Proposal (RFP) for Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP) with a proposal due date of May 18, 2022. Two (2) firms submitted proposals: Kimley-Horn and Associates, Inc. and KOA Corporation. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposals and determined that the proposal from Kimley-Horn and Associates, Inc. was the lowest responsive and responsible bidder. Their proposal was the most comprehensive and demonstrated the best understanding of the project. Kimley-Horn and Associates, Inc. showed in its proposal their related project experience of similar projects for approximately 53 counties and cities in Southern California. The proposed project manager and proposed team also demonstrated required qualifications and experience providing similar services to the referenced agencies. Their proposed schedule is consistent with the upcoming HSIP Cycle 11 grant submittal deadline.

Staff recommends that the City Council approve a professional services agreement with Kimley-Horn and Associates, Inc., as the lowest responsive and responsible bidder, to Prepare the Local Roadway Safety Plan (LRSP) for a total amount of \$39,976.88 and authorize the City Manager to execute the agreement.

ATTACHMENT(S):

- A. Resolution No. 22-37
- B. Kimley-Horn, Inc. Proposal for Services
- C. Professional Service Agreement (Kimley Horn, Inc.)

ATTACHMENT A

RESOLUTION NO. 22-37

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING PROFESSIONAL SERVICE AGREEMENT TO
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE
PREPARATION OF A LOCAL ROADWAY SAFETY PLAN
(LRSP)

WHEREAS, in December 2020, the City, submitted the grant funding request to the State, for the Local Roadway Safety Plan; and

WHEREAS, in December 2021, the City received the allocation approval from the California Department of Transportation (Caltrans), in the amount of \$44,445 (plus a required local match of \$4,445) for the LRSP; and

WHEREAS, on April 26, 2022, the City Council authorized staff to issue a Request for Proposals (RFP) for Planning & Engineering Services for the preparation of an LRSP; and

WHEREAS, on April 28, 2022, the City issued Request for Proposals for Proposals (RFP) for Planning & Engineering Services for the preparation of an LRSP, and the City received two (2) proposals for the solicited services on May 18, 2022;

WHEREAS, the City staff evaluated the proposals and determined that Kimley-Horn, Inc. submitted the most qualified and comprehensive proposal to provide the subject services for the project;

WHEREAS, the City staff determined that Kimley-Horn, Inc. was the lowest responsive and responsible bidder for the project;

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

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

SECTION 2. Upon reviewing the proposals submitted for Planning & Engineering Services for the preparation of an LRSP, the City Council hereby finds that Kimley-Horn, Inc. has submitted the most qualified proposal, in the amount of \$39,976.88.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute a professional service agreement with Kimley-Horn, Inc. in the amount of \$39,976.88. The City Attorney may amend the agreement as to form. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 24th day of May, 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. 22-37 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 24th day of May, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

PROPOSAL TO PROVIDE

Planning & Engineering Services for the Preparation of a

LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



Kimley»Horn

Expect More. Experience Better.



Cover Letter

May 18, 2022

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

660 South Figueroa Street
 Suite 2050
 Los Angeles, CA 90017
 TEL 213.261.4040

RE: Proposal to Provide Planning and Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP) in the City of South El Monte, California

Dear Mr. Cataldi and Members of the Selection Committee:

The City of South El Monte (City) is seeking the assistance of a qualified consultant in the preparation of a Local Roadway Safety Plan (LRSP). As an industry leader in safety, Kimley-Horn is well-qualified and dedicated to providing unique consulting services to the City for your LRSP. We bring the established experience to develop an LRSP that is tailored to your local procedures, desires, and issues while maintaining accordance with state and federal guidelines. The following benefits prove that Kimley-Horn is well-suited to support the City on this project:



Familiarity with LRSPs. Kimley-Horn is devoted to supporting local agencies in recommending safety enhancements in areas throughout California. Our team's knowledge ranges from traffic safety planning and engineering to bicycle and pedestrian facility planning, safety, and design. We have completed LRSPs and Systemic Safety Analysis Reports (SSARs), Strategic Highway Safety Plans (SHSPs), Road Safety Audits (RSAs), Safety Management Plans (SMPs), data collection and crash analysis, and design of safety countermeasures throughout the country, including for the cities of Santa Clarita, Artesia, Lancaster, Ventura, Anaheim, San Clemente, Seal Beach, Costa Mesa, Eastvale, Chino, Perris, Goleta, Palm Desert, La Quinta, Santa Cruz, and Sunnyvale as well as the counties of Imperial and Ventura. Our previous experience and lessons learned from these projects have afforded us the information to develop effective and cost-efficient LRSPs. Kimley-Horn's familiarity with the LRSP process will enable us to accomplish your project successfully.



Tailored Solutions. Our firm's diverse experience in safety-related projects has allowed us to develop a fine-tuned approach to safety. We will deliver innovative techniques to generate the best results for the City, providing you with a prioritized list of low-cost safety improvements that can be applied not only at challenging segments, but throughout the City. This can be used and applied toward Highway Safety Improvement Plan (HSIP) grants for application—another area Kimley-Horn has significant experience in and can provide solutions for the City's needs.



Local Management and Commitment to Your Success. Through our established past, Kimley-Horn proves that we are dedicated to surpassing expectations and serving local cities alike. Project manager and point of contact **Kyle McGowan, AICP** brings more than six years of professional traffic safety management experience—along with experience completing many LRSPs—to the proposed project. Kyle's experience in supporting and leading transportation planning and engineering projects is evidence of his continued success with LRSPs. For this endeavor, Kyle will be supported by principal-in-charge **Jean Fares, P.E.**, who brings 30 years of professional traffic and transportation engineering experience to the project, along with QC/QA reviewer **Darryl dePencier, AICP, GISP, RSP_{2B}**, project

Planning & Engineering Services for the Preparation of a
LOCAL ROADWAY SAFETY PLAN (LRSP)
IN THE CITY OF SOUTH EL MONTE



engineer **Jason Melchor, P.E.**, and project analysts **Amanda Forsans** and **Zander Dally**. Kimley-Horn will pair our in-house, certified team with **Crossroads Software, Inc.**, a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments, to provide data collection services on the project.

Kimley-Horn is committed to providing you high-level, professional services and is excited for the opportunity to further enhance the safety of the City's streets from our local downtown Los Angeles office. Should you have any questions about our proposal or necessitate any additional information, please contact our project manager **Kyle McGowan, AICP** at 213.261.4040, via email at kyle.mcgowan@kimley-horn.com, or at the address listed on the previous page.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Kyle McGowan, AICP
Project Manager/Point of Contact

Jean Fares, P.E.
Principal-in-Charge/Senior Vice President*

**As a Senior Vice President of the firm, Jean Fares, P.E., is fully authorized to contractually bind the firm.*

This proposal is considered valid for a 120-day period following the proposal submission date of May 18, 2022.



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Section 1: Approach and Scope of Work

Project Understanding

The City of South El Monte (City) is taking a major step towards enhanced roadway safety through the development of an LRSP. This plan will help the City identify the factors that contribute most to local traffic collisions and will better position the City for safety funding from state and federal grant programs. Kimley-Horn has extensive experience with the California HSIP, including the development of the HSIP Implementation Plan at the statewide level, and recently securing over \$30M in successful HSIP Cycle 10 grants for local agencies. The goal of the LRSP is to develop countermeasures that can be systemically implemented to reduce the risk of collisions on City streets. Kimley-Horn's approach builds that toolbox using three separate processes:

1. Identify Citywide emphasis areas such as impaired driving or active transportation that represent a large proportion of traffic injuries
2. Identify site-specific case studies that are representative of other locations in the City for a more detailed audit and focused countermeasures
3. A review of citywide policies, programs, resources, and practices that may have an impact on traffic safety, and then the identification of opportunities to align with safety best practices

This study is important because, in addition to the trauma of injury and loss of life, economic losses in South El Monte due to traffic injuries on City streets were nearly \$314M from 2016 through 2020 according to SafeTREC's Traffic Injury Mapping System (TIMS) and Caltrans HSIP Cost Parameters. The Office of Traffic Safety (OTS) most recently ranked South El Monte 11th of 103 peer cities in 2019 for traffic injuries after normalizing for population and vehicle miles traveled (VMT), which suggests that the City is in the worst quartile for traffic injuries. The OTS ranking for several categories is listed in **Table 1**. The City scored better in every category that OTS tracks relative to its overall injury score, suggesting that injury-producing crashes in the City are not concentrated in any of those specific categories. Hit-and-run and nighttime collisions are the poorest performing of the ranked categories.

Table 1: Office of Traffic Safety Rankings (2019)

Year	County	Group
2019	Los Angeles County	E
TYPE OF CRASH	VICTIMS KILLED OR INJURED	OTS RANKING
Total Fatal and Injury	135	11/103
Alcohol Involved	7	38/103
Had Been Drinking Driver < 21	0	86/103
Had Been Drinking Driver 21–34	0	93/103
Motorcycles	1	68/103
Pedestrians	6	36/103
Pedestrians < 15	0	93/103
Pedestrians 65+	1	41/103
Bicyclists	14	4/103
Bicyclists < 15	1	31/103
Composite	52	37/103

Planning & Engineering Services for the Preparation of a LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	11	28/103
Nighttime (9:00pm–2:59am)	20	3/103
Hit and Run	14	2/103
TYPE OF ARRESTS	ARRESTS	OTS RANKING
DUI Arrests	17	17/103

Kimley-Horn is the lead consultant supporting Caltrans' Strategic SHSP and current HSIP Implementation Plan. The SHSP outlines statewide priorities and emphasizes areas in which, when comparing fatalities and serious injuries between 2009 and 2018 against statewide trends for SHSP challenge areas, South El Monte crashes more often involved pedestrians, bicyclists, and commercial vehicles. Fewer involved lane departures, young drivers, or motorcycles. **Table 2** shows the statewide fatal and severe injury collisions in comparison to data from the City of South El Monte.

Table 2: Fatal & Severe Injuries – Statewide vs. South El Monte

Challenge Areas	Statewide	South El Monte	
	% of F+SI Collisions (2009-2018)	% of F+SI Collisions (2009-2018)	% Point Difference
Pedestrians	19.2%	31.1%	11.9%
Bicyclists	8.3%	16.4%	8.1%
Commercial Vehicles	6.4%	13.1%	6.7%
Intersections	23.6%	29.5%	5.9%
Work Zones	1.4%	1.6%	0.2%
Distracted Driving	5.0%	1.6%	-3.4%
Aggressive Driving	33.1%	29.5%	-3.6%
Impaired Driving	25.3%	21.3%	-4.0%
Aging Drivers	12.4%	8.2%	-4.2%
Occupant Protection	14.2%	8.2%	-6.0%
Motorcyclists	21.0%	14.8%	-6.2%
Young Drivers	13.1%	4.9%	-8.2%
Lane Departures	43.3%	19.7%	-23.6%

Kimley-Horn has analyzed the TIMS data for the City from 2016–2020. Our preliminary analysis explored the following collision categories:



Collision Severity

4.8% of the injury collisions from 2016–2020 resulted in a fatality or severe injury. A majority of the injury collisions resulted in minor injuries only. **Table 3** shows the breakdown of injury collisions by injury severity.

Table 3: Collisions by Severity Level

Severity	Count	Percent
Fatal	9	1.9%
Severe	32	6.8%
Other Visible Injury (OVI)	156	33.3%
Complaint of Pain (COP)	271	57.9%
Total	468	100.0%

Collision Type

The most common types of collisions in the City were broadsides and rear ends, totaling 41.5% of crashes in the City. A full breakdown of the collision types is shown in **Table 4**.

Table 4: Collisions by Type

Collision Type	Count	Percent
Broadside	194	41.5%
Rear End	106	22.6%
Head-On	41	8.8%
Vehicle/Pedestrian	41	8.8%
Sideswipe	34	7.3%
Hit Object	25	5.3%
Other	22	4.7%
Overturned	5	1.1%
Total	468	100.0%

Primary Collision Factor

The most common factors that led to collisions in the City were automobile right-of-way violations, disregarding traffic signals and signs, and unsafe speed representing over half of injury crashes in the City. A full breakdown of the primary collision factors is shown in **Table 5**.

Table 5: Collisions by Primary Collision Factor

Primary Collision Factor	Count	Percent
Automobile Right-of-Way	129	27.6%
Traffic Signals and Signs	71	15.2%
Unsafe Speed	66	14.1%
Improper Turning	62	13.2%

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Primary Collision Factor	Count	Percent
Following Too Closely	32	6.8%
Wrong Side of Road	19	4.1%
Unknown	16	3.4%
Pedestrian Right-of-Way	15	3.2%
Driving or Bicycling Under the Influence of Alcohol or Drug	14	3.0%
Pedestrian Violation	14	3.0%
Unsafe Starting or Backing	13	2.8%
Unsafe Lane Change	8	1.7%
Improper Passing	3	0.6%
Impeding Traffic	2	0.4%
Other Hazardous Violation	2	0.4%
Other than Driver (or Pedestrian)	1	0.2%
Other Improper Driving	1	0.2%
Total	468	100.0%

Collision 'Involved With'

Nearly three-quarters of the collisions in the City were between two or more moving motor vehicles and an additional 17% were with pedestrians and bicycles. In particular, pedestrian and bicycle crashes resulted in a higher rate of more severe injuries. **Table 6** shows a full breakdown of the collisions, what object they were involved with, and the distribution of their injury levels.

Table 6: Collisions 'Involved With'

Vehicle Involved With	Fatal	Severe	Other Visible Injury	Complaint of Pain	Total	Percent
Other Motor Vehicle	2	11	99	217	329	70.3%
Bicycle	1	7	16	18	42	9.0%
Pedestrian	4	8	13	12	37	7.9%
Fixed Object	2	1	12	14	29	6.2%
Parked Motor Vehicle	-	1	11	5	17	3.6%
Motor Vehicle on Other Roadway	-	1	4	3	8	1.7%
Non-Collision	-	2	-	2	4	0.9%
Animal	-	-	1	-	1	0.2%
Other Object	-	1	-	-	1	0.2%
Total	9	32	156	271	468	100.0%

Figure 1: Injury Crashes and 10 Most Economically Impactful Intersections




Table 7: 10 Most Economically Impactful Intersections

Rank	Intersection		Total	Fatal	Severe	OVI	COP	Cost
1	Rush Street	Rosemead Boulevard	14	0	3	4	7	\$7,705,500
2	Garvey Avenue	Rosemead Boulevard	13	1	2	4	6	\$7,624,600
3	Durfree Avenue	Rush Street	8	2	1	4	1	\$7,220,100
4	Lee Avenue	Garvey Avenue	10	0	2	4	4	\$5,272,800
5	Peck Road	Michael Hunt Drive	7	0	2	2	3	\$4,907,300
6	Peck Road	Farndon Street	7	0	1	2	4	\$2,798,200
7	Fawcett Avenue	Santa Anita Avenue	7	0	1	2	4	\$2,798,200
8	Santa Anita Avenue	Central Avenue	5	0	1	2	2	\$2,636,400
9	Santa Anita Avenue	Klingerman Street	5	0	1	2	2	\$2,636,400
10	Garvey Avenue	Potrero Avenue	5	1	0	1	3	\$2,575,000

Project Approach

Our team uses custom GIS-based tools to evaluate the roadway system and intersections using *Highway Safety Manual* statistical methods. This allows for independent evaluation of intersections by control type, and roadways by function. Our team then applies additional statistics to rate each location for crash severity, crash type patterns, driver behavior factors, and roadway conditions.

Kimley-Horn works closely with **Crossroads**, allowing us to seamlessly input their data outputs of the most recent available crash data. Our custom in-house software can process the Crossroads crash records to provide a ranked order of intersections and roadway segments by crash activity consistent with the *Local Roadway Safety Manual*, provide a statistical evaluation of crash rates for each location relative to citywide norms, and highlight locations with unusually high crash severities or crash patterns that can help diagnose safety challenges.





Kimley-Horn's approach to LRSP development centers on the creation of a countermeasure toolbox that includes items that address both infrastructure and driver behavior. A combination of crash history, roadway characteristics, and stakeholder feedback is used to determine which countermeasures that will be most likely to have the most safety benefit relative to cost for the City. The toolbox is then used to produce three products as part of the LRSP.

1. **Citywide Systemic Infrastructure Projects:** Serious injury crashes in South El Monte are more likely to involve pedestrians and bicyclists than in other parts of California. The LRSP would likely include a number of systemic countermeasures such as high visibility crosswalks, leading pedestrian intervals, and protected bicycle lanes.
2. **Local Infrastructure Projects:** For example, the intersection of Rush Street and Rosemead Boulevard has had the most-costly injury count between 2016 and 2020 according to the TIMS dataset with 14 injury crashes over a five-year period, three of which were severe. Two bicyclists were injured, and six of the crashes were rear-ends. The LRSP would likely consider installing leading pedestrian intervals, retroreflective back plating to improve signal head visibility, and advanced dilemma zone detection systems to reduce frequency of rear-end collisions.
3. **Non-Infrastructure Projects:** Serious injury and fatal crashes in South El Monte are more commonly associated with work zones. The LRSP could explore opportunities to get additional OTS or other state grants for enforcement campaigns and educational initiatives. The team might also evaluate lighting and other roadway features that can reduce the harm associated with work zones.

Our scope of services for this project—which starts on page 9—outlines how Kimley-Horn will build off of the City's current plans to provide a well-rounded framework for an ongoing safety improvement program. The LRSP will be structured to make the City more competitive for grant funding, be better able to identify and prioritize safety needs, and encourage safer driving practices for its residents.

Project Management

Kimley-Horn's approach to starting a project includes many tasks: develop a comprehensive work plan and project scope including phased tasks; identify scheduling, manpower, and materials requirements; establish a schedule showing key project tasks, milestones, and regular progress meetings; customize the work plan according to client needs and project schedule and budget; and secure a commitment from the various quality reviewers needed for our quality control and assurance plan. By the nature of its requirements, Kimley-Horn's project management system produces deliverables that are common to nearly all projects:

- ✓ Progress reports that highlight all task-related activities and allow identification and resolution of problems or issues before they affect schedule and budget
- ✓ Regular and concise technical reports that summarize the findings of each specific task so that all project team members can continually evaluate the project's progress
- ✓ Reports and results of public meetings and workshops
- ✓ Ongoing electronic communications among all members of the project team, including email and (if desired) an internet home page to allow anyone in the project area or across the nation to keep up with the progress of the project and upcoming meetings and activities
- ✓ User-friendly invoices so you can stay up to date on all project management activities
- ✓ Timely meeting summaries and notes to document the progress of the project

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A project work plan will be developed at the onset of the project. The project work plan will contain the project scope, schedule, and budget and will identify team member roles and responsibilities. The project work plan will be provided to project team members so that we are working toward the same goals and everyone understands their roles. Subconsultants will be managed using formal subcontracts specifying required deliverables, budget, and schedule. The team will be managed to engage technical specialists to address specific project issues at appropriate phases of the project such that the team organization is transparent to the City.

Quality Control/Quality Assurance (QC/QA)

Kimley-Horn has developed a QC/QA manual that every project manager is required to know and use. The objective of our QC/QA program is to produce deliverables that conform to your scope and minimize the number of errors and omissions. Quality control measures are put in place to control not only the quality of deliverables but also the quality of the process and communication with you. Our project managers assign professionals who are not otherwise associated with the project to serve as quality control reviewers and provide detailed project checks from a neutral perspective. We will plan a carefully structured scope of services, corresponding schedule, and accurately developed budget as well as determine appropriate stages at which quality reviews should occur. We simply don't begin an assignment until these elements are in place and mutually agreed upon. This saves you time and money by making sure the job is done right the first time.



Budget and Schedule Control

Our goal as partners to City staff is to always keep you informed on the status of your projects. Based on our clear understanding of the scope of work and budget for each task order, we will prepare a detailed schedule that includes milestones for interim deliverables and the overall task. Kimley-Horn's internal management information system (MIS) tracks effort and performance by recording time spent and percent of project tasks completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments as reasonably necessary to maintain schedules and stay within budget. Cost control is achieved through two independent processing systems integrated into the MIS, providing a complete financial and reporting overview of each individual task, as well as the entire project. The task managers receive detailed status reports twice each month. This level of tracking controls task budgets, allowing us to keep our clients fully informed of the administrative aspects of each task.



Scope of Work

Task 1. Project Management and Meetings

Task 1.1 – Kick-Off Meeting and Project Administration

Kimley-Horn will prepare an agenda and conduct a project kick-off meeting to review and refine the project methodology and schedule and to establish a Project Development Team (PDT) with key City staff, which we will maintain close and consistent communication through regular PDT status meetings to discuss plan development and project progress. Meetings can be held either virtually or in-person, based on City preference.

Kimley-Horn will assist the City in providing administrative support to make sure the project is compliant with the Caltrans Local Assistance Procedure Manual guidelines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project. Kimley-Horn recommends in-person meetings, if conditions allow, at the following project milestones:

1. Project Kick-Off
2. Selection of High-Collision Sites for Project Development
3. Project Recommendations

Additionally, Kimley-Horn will hold a short bi-weekly project progress meeting with the City project manager to discuss the current status of the project and to make decisions about project direction as alternative courses emerge.

During our kick-off meeting, we will identify safety partners/stakeholders who should be included in future project communications. We value representation from the local community, businesses, non-profit organizations, local transportation providers, City's Public Works department, South El Monte Police Department, South El Monte Fire Department, local school districts, and health and safety agencies when creating a well-rounded safety plan.

Task 1.2 – Identify Stakeholders

Kimley-Horn will work with the City to identify stakeholders that will be engaged throughout the LRSP process. Key stakeholders will include those identified during the kick-off meeting in Task 1.

Task 1.3 – Identify Project Goals and Objectives

We will work with City staff to establish goals and objectives after completing the comprehensive data analysis with a focus on improving traffic and pedestrian safety. We will establish the emphasis areas. The team will identify safety challenges specific to the City of South El Monte that are elevating the risk of traffic injuries. The goals and objectives will be structured to meet the needs of the LRSP Program, provide optimal support of statewide funding priorities, and incorporate Priority Safety Strategies, Infrastructure Safety Projects, and Behavioral Safety Strategies and feedback from stakeholders and City staff. Each goal will be associated with a set of objectives that will help determine the prioritization of plan recommendations.



Task 1.4 – Stakeholder Meetings

Kimley-Horn will work with the City to reach out to safety partners/stakeholders from the contact list developed. Up to three stakeholder meetings will be hosted, either virtually or in-person, to allow for two-way communication and feedback on the materials communicated. The meeting will provide an overview of the LRSP process, identify/establish safety goals, objectives, strategies, and emphasis areas, inform those present on the results found during the crash analysis, and outline the draft countermeasures and potential solutions. Stakeholders will be utilized for their local insight on the area, any challenges or opportunities they may know of, and their knowledge of “near-miss crashes.” Any potential additions or changes to the recommended countermeasures, based on the feedback received during this meeting, will be discussed with the City. The group will prioritize plans for implementation and be able to review and comment on the draft and final LRSP before recommending approval of the document to be adopted by the City Council.

Task 1 Deliverables

- ✓ Project Kick-Off Meeting
- ✓ Project Update Meeting Agenda and Notes
- ✓ Monthly Progress Reports
- ✓ Stakeholder Identification List
- ✓ Draft Project Goals and Objectives
- ✓ Stakeholder Meetings

Task 2. Review of Existing Planning Documents

Task 2.1 – Literature Review

We will conduct a literature review of existing plans published by the City, including the General Plan. Documents produced by San Gabriel Valley Council of Governments (SGVCOG), Southern California Association of Governments (SCAG), and Caltrans will also be reviewed to identify projects, policies, and programs that are in place or recommended that might be of value to this analysis. Our team is already familiar with Caltrans procedures and guidance on the development of SSARs and LRSPs and will provide a summary as part of this task.

Task 2.2 – Best Practices Analysis

Kimley-Horn will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

Task 2 Deliverables

- ✓ Question List of Current Practices for City
- ✓ Technical Memorandum #1: Existing Plans and Programs

Task 3. Data Collection and Analysis

Task 3.1 – Data Analysis

Kimley-Horn will perform a comprehensive data analysis review. Our approach to safety analysis includes statistical network screening using Highway Safety Manual Methods. These methods are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations



where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

- | | |
|---|--|
| ✓ Fatal Collisions | ✓ Bicycle Collisions |
| ✓ Fatal + Serious Injury Collisions | ✓ Pedestrian Collisions |
| ✓ Broadside Collisions | ✓ Wet/Slippery Road Collisions |
| ✓ Rear-End Collisions | ✓ Nighttime Collisions |
| ✓ Sideswipe Collisions | ✓ Collisions Involving Alcohol/Drugs |
| ✓ Head-On Collisions | ✓ Collisions Involving Driver Inattention |
| ✓ Single Vehicle Collisions (run off road, fixed object, parked vehicle, other) | ✓ Collisions Involving Speeding/Aggressive Driving |

The resulting list would include both the number of collisions for each factor and the probability that any excess is not random.

Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by the overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to five locations for further evaluation and potential project development based on the amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors, and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles.

Task 3.2 – Roadway Characteristics Inventory

Kimley-Horn will obtain available data on roadway functional classification, intersection control, schools, parks, transit stops, and other roadway characteristics that impact safety. Available traffic volume data will also be collected from the City.

Task 3 Deliverables

- ✓ Technical Memorandum #2: Citywide Safety Background and Trends
- ✓ List of Intersection and Segments with Statistically Analyzable Collision Activity
- ✓ Citywide Safety Trends and Recommended Focus Areas
- ✓ List of Potential Local Countermeasures



Task 4. Countermeasure Development

Task 4.1 – Develop Priority Criteria and Priority Areas

Kimley-Horn will work with the City and stakeholders to develop priority criteria and identify priority areas that will be used to develop the countermeasures in Task 4.2. These countermeasures will address these priority areas and will align with state and federal countermeasures that have been identified to assist in reducing fatal and injury collisions.

Task 4.2 – Identify Countermeasures

The identification of the potential projects will be developed by examining the crash data and determining the appropriate countermeasures improvements to roadway segments. The team will prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network.

Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, emergency response, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. We will identify safety measures that are appropriate, cost-efficient, and proven effective countermeasures by the US Department of Transportation and the FHWA.

The toolbox will be developed in three steps:

1. The high crash locations will be used as case studies. Solutions that emerge from those will be associated with the conditions they are addressing and added to the toolbox
2. The team will identify up to three safety emphasis areas for the City based on collision trends and patterns that can be looked at holistically to identify broader strategies that can be employed to address them
3. The best practices review will be used to identify actions the City can take to improve the safety environment

An implementation plan will be developed for inclusion in the LSRP report that will help the City prioritize improvements and identify potential funding sources while remaining responsive to funding opportunities for HSIP and related grants, including evolving needs as plan implementation progresses.

Task 4.3 – Develop Priority Projects

Kimley-Horn will provide recommendations for operational safety improvements and develop project sheets for up to five high crash locations to improve roadway, traffic, and pedestrian safety. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit/cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions. Projects will be reviewed and recommended for available grants.

Task 4 Deliverables

- ✓ List of Priority Criteria and Priority Areas
- ✓ Safety Countermeasure Toolbox
- ✓ Up to five Project Sheets Including List of Potential Projects
- ✓ Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements



Task 5. Implementation Program

Projects will be analyzed on their potential to reduce crash activity. Projects with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term, and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

The Kimley-Horn team will work with the City to develop an action plan and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the LRSP.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network screening results to determine the effectiveness of countermeasures that have been implemented and to establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

The implementation plan will include the recommendations for education and enforcement programs for City consideration and future HSIP/OTS grants.

Task 5 Deliverable

- ✓ Technical Memorandum #3: Implementation Plan

Task 6. LSRP Development

Task 6.1 – Draft LRSP

Kimley-Horn will prepare a Draft LRSP to document the findings of the previous tasks. The draft report will be submitted to the City for review and comment, and we will assist in circulating the Draft LRSP to identified stakeholders for review. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document. Kimley-Horn will submit a 60% draft submittal and an 85% draft submittal of the LRSP report.

Task 6.2 – Final LRSP

Kimley-horn will respond to all comments and incorporate feedback received on the Draft LRSP into the Final LRSP. This document will guide the City's effort to improve transportation safety and reduce the number of incidents and the severity of those incidents on our transportation systems.

The LRSP will be a living document and analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, as needs and priorities change, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

Kimley-Horn, along with City staff, will take the lead on plan adoption and present the Final LRSP to City Council.

Task 6 Deliverables

- ✓ 60% Draft LRSP
- ✓ 85% Draft LRSP
- ✓ Final LRSP



Section 2: Schedule

We have provided a detailed project schedule below that assumes a Notice to Proceed (NTP) of July 5, 2022 and a completion timeline of three months.

		5-Jul	12-Jul	19-Jul	26-Jul	2-Aug	9-Aug	16-Aug	23-Aug	30-Aug	6-Sept	12-Sept
Task 1	Project Management and Meetings											HSIP DUE
1.1	Kick-Off Meeting											
1.2	Identify Stakeholders											
1.3	Identify Project Goals and Objectives											
1.4	Stakeholder Meetings											
Task 2	Review of Existing Planning Documents											
2.1	Literature Review											
2.2	Best Practices Analysis			TM								
Task 3	Data Collection and Analysis											
3.1	Data Analysis				TM							
3.2	Roadway Characteristics Inventory											
Task 4	Countermeasure Development											
4.1	Develop Priority Criteria and Priority Areas											
4.2	Identify Countermeasures											
4.3	Develop Priority Projects							PS				
Task 5	Implementation Plan											
5.1	Implementation Plan											
Task 6	Local Roadway Safety Plan Development											
6.1	Draft LRSP											
6.2	Final LRSP										CT	

= Project Work Progress

= Deliverable

TM = Technical Memorandum

PS = Project Sheets

CT = Caltrans Draft



Section 3: Project Team, Key Personnel, and Resumes

Team Organization

Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City of South El Monte. Notably, our team will be managed by **Kyle McGowan, AICP**, a successful Kimley-Horn project manager with over six years of experience on traffic safety projects. Kyle and his team have a thorough knowledge of the LRSP process and extensive experience coordinating communications between stakeholder groups and City staff throughout plan development. Kyle will serve as your point of contact and will maintain a close working relationship with City staff throughout the duration of the project. He will oversee a team of well-qualified individuals as well as one subconsultant, all of whom are experienced in safety planning and engineering.

Subconsultant

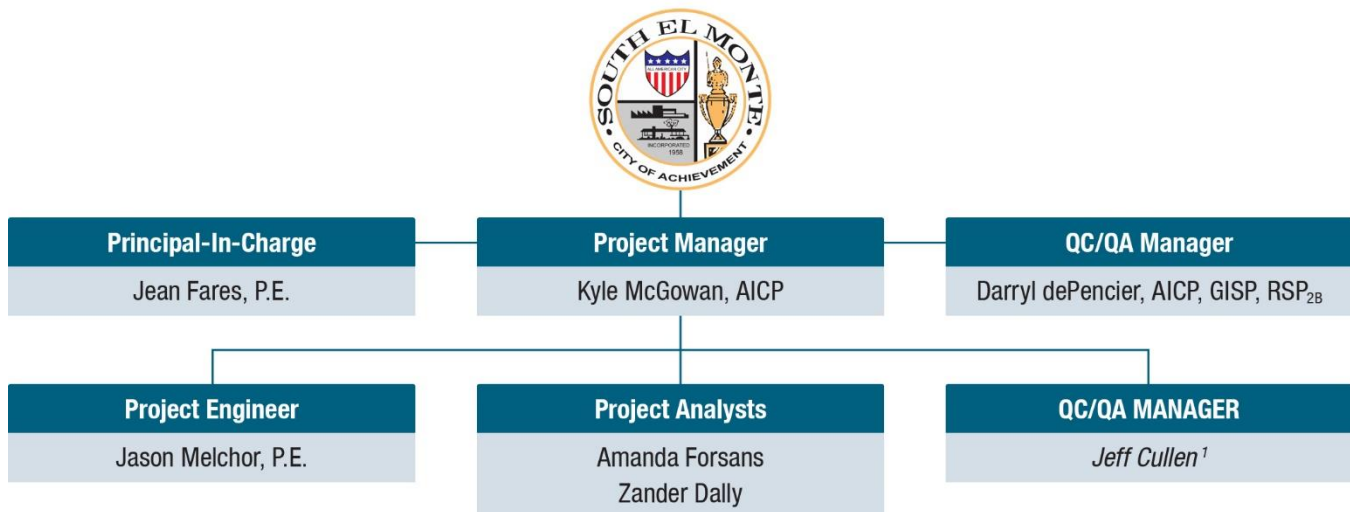


Crossroads Software, Inc. – Data Collection

Kimley-Horn will pair our in-house, certified team with **Crossroads Software, Inc.** (Crossroads), a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments. Their systems produce and track traffic citation, traffic collision, and DUI arrest documents. With over 30 years of experience, **Jeff Cullen** will work alongside Kimley-Horn to collect data for this project as the Crossroads team has done on many projects across California.

Organization Chart

The organization chart below delineates the roles and responsibilities of our key personnel and included subconsultant staff on this pursuit. Kimley-Horn will not substitute the project manager and/or lead personnel without prior written approval of the City.



Subconsultants:

1. Crossroads Software, Inc.

Resumes

Full resumes are provided for our key personnel beginning on the following page. These resumes outline the education, credentials, training, and related experience of our team members.

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Kyle McGowan, AICP

Project Manager

Kyle is a planner in the traffic engineering field. His experience providing engineering design support includes crash and roadway analyses, document review, and data collection. Kyle has also been involved in the

implementation of Goods Movement, Connected Vehicle, and Integrated Corridor Management (ICM) projects in southern California, where he utilized ArcGIS and design skills to prepare reports and maps of ITS infrastructure improvements. He is proficient with Synchro, Adobe Creative Suite, and SPSS.

Professional Credentials

- ✓ Master of Urban Planning, University of Southern California
- ✓ Bachelor of Science, Urban and Regional Planning, University of Arizona

Professional Affiliations

- ✓ American Institute of Certified Planners
#33483



Relevant Experience

- ✓ **City of Santa Clarita, LRSP, Santa Clarita, CA – Project Planner**
- ✓ **City of Compton, LRSP, Compton, CA – Project Planner**
- ✓ **City of Cudahy, LRSP, Cudahy, CA – Project Planner**
- ✓ **City of Costa Mesa, LRSP, Costa Mesa, CA – Project Planner**
- ✓ **City of Seal Beach, LRSP, Seal Beach, CA – Project Planner**
- ✓ **City of Santa Clarita, SSAR, Santa Clarita, CA – Project Planner**
- ✓ **City of Eastvale, SSAR, Eastvale, CA – Project Planner**
- ✓ **City of Santa Clarita, Citywide Analysis of Pedestrian and Bicycle Collisions SSARP, Santa Clarita, CA – Project Planner**
- ✓ **City of Indio, LRSP, Indio, CA – Project Planner**
- ✓ **City of Palm Desert, LRSP, Palm Desert, CA – Project Planner**
- ✓ **City of Perris, LRSP, Perris, CA – Project Planner**
- ✓ **City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA – Project Planner**
- ✓ **City of Seal Beach, LRSP, Seal Beach, CA – Project Planner**
- ✓ **County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Planner**
- ✓ **City of Chino, Engineering & Traffic Survey, Chino, CA – Project Manager**
- ✓ **City of Inglewood, Stadium Alternative Mitigation Measure: Intelligent Transportation Systems (ITS) Improvements, Inglewood, CA – Project Planner**
- ✓ **LA Metro, Arterial ITS Inventory Tool Expansion (ITS First), Los Angeles County, CA – Project Planner**
- ✓ **LA Metro, Los Angeles County Regional ITS Architecture (RITSA) Update, Los Angeles, CA – Project Planner**
- ✓ **City of Santa Clarita, ITS Phase VII, Santa Clarita, CA – Project Planner**

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Jean Fares, P.E.

Principal-in-Charge

Jean has more than 30 years of professional experience in the fields of traffic and transportation engineering, including systematic safety analysis, traffic signal design, signal system design, traffic signal timing, traffic

operations, signing and marking plans preparation, and traffic control plans. In addition to signal design and corridor signal operations, Jean has extensive experience with ITS technologies.

Professional Credentials

- ✓ Bachelor of Science, Architecture, California State Polytechnic University, Pomona
- ✓ Professional Engineer in CA #TR2097

Professional Affiliations

- ✓ Institute of Transportation Engineers (ITE), Member



Relevant Experience

- ✓ **City of Santa Clarita, LRSP, Santa Clarita, CA – Project Manager**
- ✓ **County of Ventura, LRSP, Ventura County, CA – Principal-in-Charge**
- ✓ **City of Seal Beach, LRSP, Seal Beach, CA – Principal-in-Charge**
- ✓ **City of Perris, LRSP, Perris, CA – QC/QA Manager**
- ✓ **City of Palm Desert, LRSP, Palm Desert, CA – Project Manager**
- ✓ **City of Indio, LRSP, Indio, CA – Project Manager**
- ✓ **City of Santa Clarita, SSAR, Santa Clarita, CA – Project Manager**
- ✓ **City of Ventura, SSAR, Ventura, CA – Project Engineer**
- ✓ **City of La Quinta, SSAR, La Quinta, CA – Project Manager**
- ✓ **City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA – QC/QA Manager**
- ✓ **County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Manager**
- ✓ **County of Riverside, On-Call Traffic Engineering Services, Riverside County, CA – Project Manager**
- ✓ **County of Riverside, On-Call Traffic Engineering Services, Riverside County, CA – Project Manager**
- ✓ **City of Chino, On-Call Traffic Engineering Services, Chino, CA – Project Manager**
- ✓ **City of Glendale, On-Call Traffic Engineering Services, Glendale, CA – Project Manager**
- ✓ **City of Thousand Oaks, On-Call Traffic Engineering Services, Thousand Oaks, CA – Project Manager**
- ✓ **City of Culver City, On-Call Traffic Engineering Services, Culver City, CA – Project Manager**
- ✓ **City of Downey, On-Call Traffic Engineering Services, Downey, CA – Project Manager**
- ✓ **County of Los Angeles, On-Call Traffic Engineering Services, Los Angeles County, CA – Project Manager**
- ✓ **City of Palmdale, On-Call Signal Design Services, Palmdale, CA – Project Manager**
- ✓ **City of Agoura Hills, On-Call Traffic Engineering, Agoura Hills, CA – Project Director**

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Darryl dePencier, AICP, GISP, RSP_{2B}

QC/QA Manager

Darryl has been conducting transportation safety for more than 15 years. He has developed tools to root out the spatial relationships between crash events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language to network screening, crash site engineering reviews and developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the Highway Safety Manual, the Local Roadway Safety Manual, and customized analyses for unusual locations or conditions. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

Relevant Experience

- ✓ **City of Artesia, LRSP, Artesia, CA – Project Manager**
- ✓ **City of Cudahy, LRSP, Cudahy, CA – Project Manager**
- ✓ **City of Compton, LRSP, Compton, CA – Principal-in-Charge**
- ✓ **City of Maywood, LRSP, Maywood, CA – Project Manager**
- ✓ **County of Ventura, LRSP, Ventura County, CA – Project Manager**
- ✓ **City of Anaheim, LRSP, Anaheim, CA – Project Planner**
- ✓ **City of Palm Desert, LRSP, Palm Desert, CA – Project Planner**
- ✓ **City of Imperial Beach, LRSP, Imperial Beach, CA – Project Planner**
- ✓ **City of Perris, LRSP, Perris, CA – Project Manager**
- ✓ **City of Seal Beach, LRSP, Seal Beach, CA – Project Planner**
- ✓ **City of Santa Cruz, LRSP, Santa Cruz, CA – Project Manager**
- ✓ **City of Santa Clarita, SSAR, Santa Clarita, CA – Project Planner**
- ✓ **City of Eastvale, SSAR, Eastvale, CA – Project Manager**
- ✓ **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA – Project Planner**
- ✓ **City of Ventura, SSAR, Ventura, CA – Project Manager**
- ✓ **City of Lancaster, SSARP, Lancaster, CA – Project Manager**
- ✓ **City of La Quinta, SSAR, La Quinta, CA – Project Planner**
- ✓ **County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Planner**
- ✓ **Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA – Project Planner**
- ✓ **Caltrans, Safety Performance Measure Target Setting Analysis, Statewide, CA – Project Planner**

Professional Credentials

- ✓ Master of Science, Urban Spatial Analytics, University of Pennsylvania
- ✓ Bachelor of Science, Geography, Carleton University, Ottawa
- ✓ Certificate, Geographic Information Systems, Algonquin College, Ottawa
- ✓ American Institute of Certified Planners #026552
- ✓ Geographic Information Systems Professional #59317
- ✓ Road Safety Professional₁ #279
- ✓ Road Safety Professional_{2B} #17

Planning & Engineering Services for the Preparation of LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



Jason Melchor, P.E.

Project Engineer

Jason is a professional engineer with over 20 years of experience in traffic engineering and transportation planning. He has worked with clients in Orange, Los Angeles, Riverside, and San Diego Counties to perform

systemic safety studies, traffic impact studies, and technical analyses for various safety projects, transportation planning projects, parking studies, transit analysis, site plan reviews, and circulation studies. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, and signal interconnect design plans. He has acted as in-house staff for the cities of Irvine and Huntington Beach to review development studies and design plans. In this role, Jason worked directly with developers and City staff to provide comments on plan and document submittals. Jason also has experience working with a variety of traffic engineering software programs and computer design packages.

Professional Credentials

- ✓ Bachelor of Science, Civil Engineering, Specialization in Transportation, University of California, Irvine
- ✓ Professional Engineer in California #C65218

Professional Affiliations

- ✓ Institute of Transportation Engineers (ITE), Member
- ✓ Orange County Traffic Engineering Council, Member



Relevant Experience

- ✓ **County of Ventura, LRSP, Ventura County, CA – Project Engineer**
- ✓ **City of Seal Beach, LRSP, Seal Beach, CA – Project Manager**
- ✓ **City of Anaheim, LRSP, Anaheim, CA – Project Manager**
- ✓ **City of Palm Desert, LRSP, Palm Desert, CA – Project Engineer**
- ✓ **City of Perris, LRSP, Perris, CA – Project Engineer**
- ✓ **City of Goleta, Traffic Safety Study for SSAR, Goleta, CA – Project Manager**
- ✓ **City of Santa Cruz, LRSP, Santa Cruz, CA – Project Engineer**
- ✓ **City of Santa Clarita, SSAR, Santa Clarita, CA – Project Engineer**
- ✓ **City of Ventura, SSAR, Ventura, CA – Project Engineer**
- ✓ **City of La Quinta, SSAR, La Quinta, CA – Project Engineer**
- ✓ **City of Eastvale, SSAR, Eastvale, CA – Project Engineer**
- ✓ **County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Engineer**
- ✓ **RCTD, Horizontal Curve Assessment, Riverside County, CA – Project Engineer**
- ✓ **City of Santa Ana, Santa Ana Boulevard and 5th Street Bikeway, Santa Ana, CA – Project Engineer**

Planning & Engineering Services for the Preparation of LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



Amanda Forsans

Project Analyst

Amanda's background is in civil engineering and applied mechanics backed by successful internship experience and knowledge of engineering methods, principles, specifications, and standards. She has experience

working on LRSPs in the Southern California region and is very familiar with analysis required for these projects.

Professional Credentials

- ✓ Bachelor of Science, Civil Engineering, McGill University



Relevant Experience

- ✓ City of Santa Clarita, LRSP, Santa Clarita, CA – Analyst
- ✓ County of Ventura, LRSP, Ventura County, CA – Analyst
- ✓ City of Seal Beach, LRSP, Seal Beach, CA – Analyst
- ✓ City of Costa Mesa, LRSP, Costa Mesa, CA – Analyst
- ✓ City of Indio, LRSP, Indio, CA – Analyst



Zander Dally

Project Analyst

Zander has technical skills in Mapping and Spatial Analysis, Graphic Design, Travel Demand Modeling, and Statistical Analysis. He is knowledgeable in ArcGIS (ArcPro, ArcMap, ArcScene, ArcCatalog, Story Map),

Adobe Creative Cloud (Photoshop, InDesign, Illustrator), SketchUp, Canva, Bentley CUBE, IBM SPSS Statistics, and Microsoft Excel. Zander has previous experience working on LRSPs and similar transportation projects.

Professional Credentials

- ✓ Master of Science, Urban and Regional Planning, Florida State University
- ✓ Bachelor of Science, International Relations, Florida State University



Relevant Experience

- ✓ City of Costa Mesa, LRSP, Costa Mesa, CA – Analyst
- ✓ City of Seal Beach, LRSP, Seal Beach, CA – Analyst
- ✓ City of Roseville, LRSP, Roseville, CA – Analyst
- ✓ City of Tracy, LRSP, Tracy, CA – Analyst
- ✓ City of Santa Maria, LRSP, Santa Maria, CA – Analyst
- ✓ San Gabriel Valley Council of Governments, San Gabriel Valley Transit Feasibility Study, Los Angeles County, CA – Analyst
- ✓ Los Angeles County Metropolitan Transportation Authority (Metro), North Hollywood to Pasadena BRT, Los Angeles County, CA – Analyst

Planning & Engineering Services for the Preparation of LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



Jeff Cullen

Data Collection

With more than 30 years of experience in the fields of traffic/transportation, computer applications, and software development, Jeff brings an ability to develop powerful yet practical programming/hardware solutions to each project. Some of his accomplishments in the area of computer applications for transportation engineering include:

- ✓ Designing, developing, and implementing software packages for traffic collision and citation reporting and analysis; traffic signal design; graphics and mapping; radar speed study analysis and summary; license plate matching; traffic signal timing and coordination; and transportation planning
- ✓ Using the Microsoft Windows-based Crossroads Software Collision Database package to design and implement application database systems for more than 430 agencies throughout California, Nevada, and Washington, including the cities of Los Angeles, Ventura, Long Beach, Redmond, Fresno, Stockton, and Las Vegas; the counties of Riverside, Los Angeles, Ventura, San Diego, Santa Clara, San Bernardino, and Santa Clara; and many others
- ✓ Developing a full-featured Traffic Control Device Inventory System using Microsoft Access complete with GIS mapping and work order tracking capabilities



Professional Credentials

- ✓ Bachelor of Science, Computer Science with Mathematics, California State University, Fullerton

Supplementing Jeff's vast experience in computer systems and software development is hands-on involvement analyzing and summarizing data (utilizing Crossroads Software systems) and preparing traffic signal, preliminary engineering, and final design plans for numerous projects utilizing various design packages.

Relevant Experience

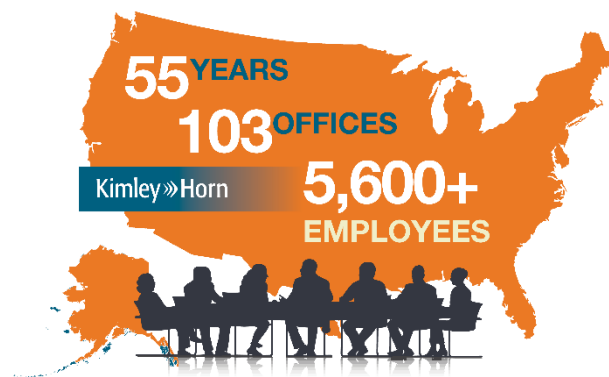
- ✓ **City of Santa Clarita, LRSP, Santa Clarita, CA – Data Collection**
- ✓ **City of Santa Clarita, Citywide SSAR, Santa Clarita, CA – Data Collection**
- ✓ **City of Anaheim, LRSP, Anaheim, CA – Data Collection**
- ✓ **City of Perris, LRSP, Perris, CA – Data Collection**
- ✓ **City of Palm Desert, LRSP, Palm Desert, CA – Data Collection**
- ✓ **City of Imperial Beach, LRSP, Imperial Beach, CA – Data Collection**
- ✓ **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA – Data Collection**
- ✓ **City of Santa Cruz, LRSP, Santa Cruz, CA – Data Collection**
- ✓ **City of Ventura, SSAR, Ventura, CA – Data Collection**
- ✓ **City of Indio, LRSP, Indio, CA – Data Collection**
- ✓ **City of La Quinta, SSAR, La Quinta, CA – Data Collection**
- ✓ **County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Data Collection**



Section 4: Company Qualifications

Firm Overview

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of 5,600+ staff in 103 offices nationwide. Our 11 California offices, including local offices in Downtown Los Angeles, Orange, Riverside, and San Diego, have more than 600 engineers, planners, designers, and technicians—affording us the depth of resources reasonably necessary to staff and execute virtually any assignment in response to the City's needs for this LRSP.



Our growth during the past five decades is the result of the firm's commitment to integrity and dedication to providing quality services. Today, we are one of the highest-ranked engineering, planning, and environmental consulting firms in the U.S. **According to *Engineering News-Record*, our firm now ranks 10th overall among the top 500 U.S. design firms and 7th in the transportation sector.** Our extensive resource network and the qualifications and experience of our team allow us to provide our clients with the local knowledge and responsiveness of a small organization backed by the depth of resources only a national firm could offer.

Firm Qualifications

Our proposed project team brings technical knowledge and partners that will enhance the progress of an accurate and effective LRSP. The Kimley-Horn team offers specialists for the following service areas:



Local Roadway Safety Plans

Kimley-Horn understands that an LRSP is a proactive approach to safety analysis. Existing crash patterns show part of the safety picture, but they only show us where crashes have occurred, not necessarily where conditions that elevate the risk of crashes exist. An LRSP is intended to identify high crash locations within a city or county and diagnose what conditions might contribute to that elevated crash activity. The LRSP then identifies countermeasures that can be applied systemically throughout the city or county where those conditions exist to remove those higher risk conditions before crashes occur. We recognize that an LRSP is not fixed in its scope or breadth and that each jurisdiction faces unique safety challenges, driver behavior patterns, and historical roadway development. Our approach is to explore what is normal within the City. In an effort to provide completeness and to set safety benchmarks customized for the City, our approach will be to:

- ✓ Refine the work plan with City staff
- ✓ Conduct a citywide network screening to establish crash rate benchmarks for intersections and roadway segments
- ✓ Identify locations with the highest crash volumes and highest risk factors based on network screening (from the designated corridors and intersections)
- ✓ Identify countermeasures that would likely reduce crashes
- ✓ Map crash patterns at higher crash locations

Kimley-Horn maintains **26**
 of the nation's certified
**Road Safety
 Professionals (RSPs)**

11 RSP **15** RSP

7% of RSP¹ in North America
 (26 out of 379)

15% of RSP²¹ in North America
 (6 of 38)

20% of RSP^{2B} in North America
 (1 out of 5)

Planning & Engineering Services for the Preparation of LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



- ✓ Establish template projects and benefit/cost assessments to produce short, medium, and long-term projects that the City can pursue funding for
- ✓ Actively engage with stakeholders
- ✓ Focus on driver behavior factors as well as roadway engineering



Traffic Engineering

Our team brings comprehensive traffic engineering experience in traffic engineering and operations and traffic studies and analyses, including the evaluation of operational characteristics, safety, capacity, circulation, flow, and access. Our traffic engineers are highly-trained and capable in using software—including VISSIM, CORSIM, HCS+, Synchro/SimTraffic, SIDRA Intersection, Signal 2020, and Transyt-7F—to evaluate the operating conditions for existing or proposed roadway configurations. In addition, our staff has the ability to translate these analyses into easy-to-understand content for the general public as well as public officials and other stakeholders. Detailed services we provide include:

- | | | |
|--|---|--|
| ✓ Safety studies | ✓ Collision analysis | ✓ Traffic Impact Analysis (TIA) studies |
| ✓ High accident location studies | ✓ Freeway, arterial, and intersection capacity analysis | ✓ Roundabout feasibility studies |
| ✓ Access-Egress and internal circulation studies | ✓ Interchange justification and modification reports | ✓ Median modification studies |
| ✓ Speed, classification, and volume studies | ✓ Traffic simulation/ animation | ✓ Maintenance of traffic plans |
| ✓ Origin-Destination studies | ✓ Sidewalk needs studies | ✓ Expert testimony |
| ✓ Data collection | ✓ Asset inventory | ✓ Traffic calming studies and cut-through analysis |



Traffic Data Collection

Our team members are skilled at using manual and advanced technology to collect traffic data. Based on the need, our team can capture field data with basic methods or through use of portable GPS devices that allow digital photo linking capabilities and direct importation into GIS mapping and software such as ESRI ArcGIS. We take care to obtain accurate data because it is the basis for a traffic study. Often, some data (such as accident reports or recent traffic counts) can be obtained from existing sources. However, if new data is needed, Kimley-Horn knows the criteria for data collection, documentation, and compilation. Similarly, our strong relations with partners like **Crossroads** allow us to collect necessary data for projects such as this LRSP.



Bicycle and Pedestrian Planning

We prioritize implementable solutions that enable safe and comfortable access for multi-modal users, accounting for bicyclists and pedestrians of various ages and abilities. Our bicycle and pedestrian planning experience includes municipal, regional, and statewide plans, corridors, and wayfinding studies. We have successfully actualized countless on-street bikeway, sidewalk, and greenway designs as well as innovative operational studies such as for in-road bicycle detection systems. We are frequently asked to take our bicycle and pedestrian planning projects from design to construction administration, demonstrating our clients' trust in the quality of our project delivery and resulting product.



Grant Writing

Our planning studies are geared toward practical, community-based solutions that meet the objectives of many grant programs. We have a consistent record of winning grants from the Active Transportation Program (ATP), Smart Growth Program, and HSIP. With our recent experience completing the statewide HSIP implementation plan, we have the most direct pipeline to obtaining funding. In the past few years, we have helped clients secure over \$200M for the implementation of various projects. We harness our experience to assist the City with understanding deadlines, application processes, and scoring criteria associated with grant funding. Identifying projects through the LRSP is an important first step; getting them funded and built is key to actualizing change.

Planning & Engineering Services for the Preparation of LOCAL ROADWAY SAFETY PLAN (LRSP) IN THE CITY OF SOUTH EL MONTE



Caltrans Knowledge

Kimley-Horn has completed projects in more than 70 municipalities in California, many of which involved some level of coordination with Caltrans. As a result, we have developed a clear understanding of standards, procedures, and local assistance programs. Our established relationships with Caltrans staff in various districts, including District 7 will prove useful to future LRSPs. Kimley-Horn and the proposed team offer insights to navigating regulatory challenges, codes, procedures, and infrastructure requirements.

Firm Experience

Kimley-Horn has vast consecutive experience working with local and state agencies to develop their safety projects across California (demonstrated by the map below). The following pages describe the applicable experience of the proposed team to demonstrate the depth of familiar projects and quality of Kimley-Horn's services within California.





City of Santa Clarita, LRSP/SSAR, Santa Clarita, CA

Kimley-Horn is developing an LRSP focused on all roadway users for the City of Santa Clarita. This plan uses a statistical evaluation of citywide crash data to identify emphasis areas that the City can focus safety resources on to reduced traffic injuries. The plan includes a broader countermeasure toolbox of engineering, policy, program, and enforcement measures that the City can draw from. Kimley-Horn also developed a bicycle and pedestrian focused SSAR for the City. The report focused on the locations and factors involved with bicycle and pedestrian crashes in the City and included a toolbox of countermeasures specifically tailored to improving bicycle and pedestrian safety. **Crossroads provided data collection services for both of these projects.**

City of Perris, LRSP, Perris, CA

Kimley-Horn assisted the City of Perris with their LRSP to help prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addressed safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP resulted in a set of data-driven recommendations with input from key stakeholders representing the four E's of safety included in the SHSP: engineering, enforcement, education, and emergency services. **Crossroads provided data collection services for this project.**

City of Palm Desert, LRSP, Palm Desert, CA

Kimley-Horn developed an LRSP for the City of Palm Desert that identified the trends and patterns for traffic collisions in the City and included a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities. **Crossroads provided data collection services for this project.**

City of Artesia, LRSP, Artesia, CA

Kimley-Horn is working with the City of Artesia to develop an LRSP that uses local crash histories to identify trends and patterns within the City that will inform the development of a customized countermeasure toolbox. The plan will identify locations with higher crash rates, higher crash costs, and crash patterns to determine the physical roadway characteristics and driver attributes that contribute to the largest number and highest severity of crashes.

City of Anaheim, LRSP, Anaheim, CA

The City of Anaheim received grant funding from Caltrans to conduct an LRSP to help the City identify and prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addresses safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP has resulted in a set of data driven recommendations, coupled with input from key stakeholders representing the four E's of safety included in the SHSP: engineering, enforcement, education, and emergency services. Kimley-Horn is developing the LRSP for the City, which includes a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities. **Crossroads provided data collection services for this project.**

City of Eastvale, SSAR, Eastvale, CA

Kimley-Horn provided engineering services to prepare an SSAR with a focus on addressing safety concerns for vehicular and pedestrian patterns associated with available collision data for the most recent three- or five-year period for which data is available. The goal was to provide the City with an overall understanding of available traffic data and safety analysis to identify areas with a high risk for collisions that will allow the City to plan for future safety improvements for the short, mid, and long-term.



City of Imperial Beach, LRSP, Imperial Beach, CA

Kimley-Horn provided traffic safety services to prepare an LRSP, including a citywide traffic collisions analysis identifying safety issues throughout the City's road network. The overall goal of this project was to provide the City with a detailed understanding of high-risk locations for collisions and identify engineering, education, and enforcement countermeasures that would allow the City to plan for future safety improvements for the immediate, mid-range, and long-term. This document provided guidance on selecting projects that will be well defined for future grant cycles. ***The project involved partnership with Crossroads*** and detailed crash data analysis to identify the number of collisions collision risk factors and rates, collision types and severity, crash rates, and various environmental variables. Based on the findings for Imperial Beach having more frequent vulnerable user crashes (pedestrian, bicycle, motorcycle), infrastructure and non-infrastructure countermeasure recommendations to reduce the likelihood of future crashes were identified. The project also included public outreach and involvement to get feedback from residents.

City of Santa Cruz, LRSP, Santa Cruz, CA

Kimley-Horn is developing an LRSP for the City of Santa Cruz. The plan includes an evaluation of best safety practices and common safety challenges in the City. Our efforts included a field tour with key stakeholders while applying the necessary social distancing and safety measures. We accompanied the field investigation with successful virtual stakeholder meetings to gather additional stakeholder input. We have also included a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities. ***Crossroads provided data collection services for this project.***

Caltrans, Safety Performance Management Target Setting Analysis, Statewide, CA

Kimley-Horn was selected for this project to assist Caltrans in coordinating with stakeholders across the state—including state agencies, MPOs, and tribal governments—to establish annual Safety Performance Measure Targets (SPMTs). Under the FAST Act, Caltrans is required to establish annual safety targets for each of the following five performance measures: 1) number of fatalities, 2) rate of fatalities, 3) number of serious injuries, 4) rate of serious injuries, and 5) number of non-motorized fatalities and non-motorized serious injuries. The project successfully set a process to assess roadway safety to assist with the planning on how to most effectively allocate safety funding. This project included stakeholder coordination and the development of a safety performance measure target dashboard developed with Tableau software. Some aspects of this dashboard are now available within the California SHSP Crash dashboard at <https://shsp.dot.ca.gov/>.

Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA

Kimley-Horn is leading California's 2020 to 2024 SHSP Update and Implementation, a multi-agency collaborative effort. The SHSP's mission is to provide a safe and sustainable transportation system for all motorized and nonmotorized users on all public roads in California. Kimley-Horn's role is to assist with SHSP development, action plans, and compliance with federal requirements. The final SHSP will provide guidance about areas of emphasis, make recommendations for improvement, and note responsible agencies and individuals for each action. Kimley-Horn will support Caltrans with overseeing implementation for the next several years. This project has required extensive coordination with a steering committee, executive committee, and several working groups. These groups meet at regular intervals, and a rigid deliverable schedule is required to get meaningful input from each of these groups. Kimley-Horn has successfully worked with Caltrans staff to keep the project on schedule and on budget, while remaining versatile enough to respond to feedback that occasionally shifts project priorities and objectives.



Section 5: References

We are proud of our working relationships with our clients, and much of our success over the last 55 years is directly related to our efforts to provide consistent, high-quality, and timely services. The following is a list of five references that received similar services from Kimley-Horn within the last five years. We invite you to contact our clients directly for comment on the quality of Kimley-Horn's services.



City of Santa Clarita

Mark Hunter | Transportation Planning Analyst

23920 Valencia Boulevard, #300, Santa Clarita, CA 91355

661.286.4042 | mhunter@santa-clarita.com



City of Perris

Stuart McKibbin | Contract City Engineer

24 South D Street, Suite 100, Perris, CA 92570

951.435.2108 | stuart@trilakeconsultants.com



City of Palm Desert

Randy Bowman | Senior Project Manager

73-510 Fred Waring Drive, Palm Desert, CA 92260

760.776.6493 | bowman@cityofpalmdesert.org



City of Artesia

Ernesto Sanchez | City Clerk

18747 Clarkdale Avenue, Artesia, CA 90701

562.865.6262 | esanchez@cityofartesia.us



City of Santa Cruz

Claire Gallogly | Transportation Planner

809 Center Street, Room 9, Santa Cruz, CA 95060

831.420.5030 | cgallogly@cityofsantacruz.com

I've loved working with Kimley Horn on this project. Darryl dePencier is our project manager, and has done a great job keeping the project moving on time and on budget. The rest of the team has also been great to work with. **Their work is high quality, communication clear, and product is immediately usable.** They went the extra mile in assisting us with two HSIP applications this cycle based on their draft report, and we would have been unable to take on the extra work of those without their help. I'd highly recommend their team.

- Claire Gallogly, Transportation Planner, City of Santa Cruz



Section 6: City's Standard Professional Services Agreement

Kimley-Horn has reviewed the sample Professional Services Agreement and requests the following modifications.

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. 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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants maintains~~ 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. [...].

5.2 General Insurance Requirements.

(c) **Primary/noncontributing.** Coverage provided by Consultant, ~~with the exception of professional liability, worker's compensation and employer's liability~~, shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. [...].

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this [...]. 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 for all services rendered prior to the effective date of the notice of termination~~. 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.



Section 7: Addenda Acknowledgement

No addenda have been issued by the City as of the date of submission on May 18, 2022.

Section 8: Required Attachments

As per the City's RFP, we have included signed copies of the attachments listed below on the following pages:

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

Section 9: Fee Estimate Proposal

Per the City's RFP, we have submitted our fee proposal, including a schedule of standard hourly rates, in a separate, sealed envelope.

ATTACHMENT A

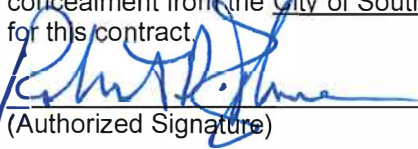
AFFIDAVIT OF NON-COLLUSION

I state that I am Vice President (title) of Kimley-Horn and Associates, Inc. (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.

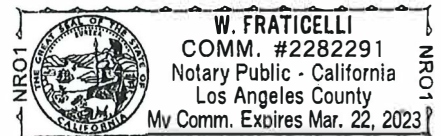
I state that:

- (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) Kimley-Horn and Associates, Inc. (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.

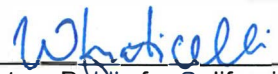
I state that Kimley-Horn and Associates, Inc. (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands 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.


Robert D. Blume, P.E.
(Authorized Signature)

Vice President, Kimley-Horn and Associates, Inc.
(Name of Company/Position)



Sworn to and subscribed before me this 17 day of May, 2022.


Notary Public for California

My Commission Expires: March 22, 2023

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. [N/A](#)
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant. [N/A](#)
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant. [N/A](#)
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification). [N/A](#)
- 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. [See attached 10-year litigation statement](#)
- 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). [N/A](#)
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification). [N/A](#)
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant. [N/A](#)

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in California within the last ten (10) years are as follows:

29Twenty Maintenance Association v Van Daele Development, et al; Los Angeles County, Superior Court of the State of California; Case No 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Air Wing, LLC v. One Piper Ranch, LLC v. Cross-Complainants: San Diego County Superior Court; Case No. 37-2014-00009315; filed 2016; alleged economic loss; Kimley-Horn dismissed; closed 2017.

Farhad Abad, individually and for the Estate of Mahin Ashki-Abad; et al v. US Foods, et.al.; Alameda County Superior Court; Case RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019.

Rickey Fraley, Eileen Fraley v Live Nation Worldwide, Inc., et al: San Bernardino County Superior Court; Case No. CIVDS 1707090; filed 2017; wrongful death claim; Kimley-Horn dismissed; closed 2017.

Vicente Gomez, et al v. Pilot Travel Centers, LLC, et al; Case # CVRI2103878; Superior Court of California, County of Riverside; filed 2021; personal injuries; pending

Nancy Graham v. City of Santa Cruz, et al: Santa Cruz County Superior Court; Case No. 16CV02729; filed 2017; bicycle accident, personal injuries; settled; closed 2018.

Davis S. Lindley, et al v. City of Los Angeles, et al: Los Angeles County Superior Court, Central District; Case No. BC576886; filed 2015; wrongful death claim; settled; closed 2016.

Michelle Mobbs, et al v Walden Environment, et al: Riverside Co Central Superior Court; Case RIC 1300161; filed 2012; served 2014; personal injury related to traffic accident; Kimley-Horn dismissed 2015.

Santa Monica Malibu Unified School District v Killefer Flammang Architects, et al: Superior Court California County of Los Angeles West District; Case SC115579; filed 2012; property damage; settled; closed 2013.

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019

CONTACT: **KYLE MCGOWAN, AICP**

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ATTACHMENT C

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

KIMLEY-HORN AND ASSOCIATES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 24th day of May, 2022 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and KIMLEY-HORN AND ASSOCIATES, INC. (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty Nine Thousand Nine Hundred Seventy Six Dollars and Eighty Eight Cents (\$39,976.88) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jean Fares, PE

(Name)

Principal-in-Charge/Senior Vice President

(Title)

Kyle McGowan

(Name)

Project Manager

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Colby Cataldi or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except

as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required

to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties,

obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract

Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if

circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 6330 Pine Avenue, South El Monte, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating

to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

OPTIONAL

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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S)	
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	
☐	OTHER	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		NUMBER OF PAGES
		DATE OF DOCUMENT
		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Scope of Work

Task 1. Project Management and Meetings

Task 1.1 – Kick-Off Meeting and Project Administration

Kimley-Horn will prepare an agenda and conduct a project kick-off meeting to review and refine the project methodology and schedule and to establish a Project Development Team (PDT) with key City staff, which we will maintain close and consistent communication through regular PDT status meetings to discuss plan development and project progress. Meetings can be held either virtually or in-person, based on City preference.

Kimley-Horn will assist the City in providing administrative support to make sure the project is compliant with the Caltrans Local Assistance Procedure Manual guidelines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project. Kimley-Horn recommends in-person meetings, if conditions allow, at the following project milestones:

1. Project Kick-Off
2. Selection of High-Collision Sites for Project Development
3. Project Recommendations

Additionally, Kimley-Horn will hold a short bi-weekly project progress meeting with the City project manager to discuss the current status of the project and to make decisions about project direction as alternative courses emerge.

During our kick-off meeting, we will identify safety partners/stakeholders who should be included in future project communications. We value representation from the local community, businesses, non-profit organizations, local transportation providers, City's Public Works department, South El Monte Police Department, South El Monte Fire Department, local school districts, and health and safety agencies when creating a well-rounded safety plan.

Task 1.2 – Identify Stakeholders

Kimley-Horn will work with the City to identify stakeholders that will be engaged throughout the LRSP process. Key stakeholders will include those identified during the kick-off meeting in Task 1.

Task 1.3 – Identify Project Goals and Objectives

We will work with City staff to establish goals and objectives after completing the comprehensive data analysis with a focus on improving traffic and pedestrian safety. We will establish the emphasis areas. The team will identify safety challenges specific to the City of South El Monte that are elevating the risk of traffic injuries. The goals and objectives will be structured to meet the needs of the LRSP Program, provide optimal support of statewide funding priorities, and incorporate Priority Safety Strategies, Infrastructure Safety Projects, and Behavioral Safety Strategies and feedback from stakeholders and City staff. Each goal will be associated with a set of objectives that will help determine the prioritization of plan recommendations.

Task 1.4 – Stakeholder Meetings

Kimley-Horn will work with the City to reach out to safety partners/stakeholders from the contact list developed. Up to three stakeholder meetings will be hosted, either virtually or in-person, to allow for two-way communication and feedback on the materials communicated. The meeting will provide an overview of the LRSP process, identify/establish safety goals, objectives, strategies, and emphasis areas, inform those present on the results found during the crash analysis, and outline the draft countermeasures and potential solutions. Stakeholders will be utilized for their local insight on the area, any challenges or opportunities they may know of, and their knowledge of "near-miss crashes." Any potential additions or changes to the recommended countermeasures, based on the feedback received during this meeting, will be discussed with the City. The group will prioritize plans for implementation and be able to review and comment on the draft and final LRSP before recommending approval of the document to be adopted by the City Council.

Task 1 Deliverables

- | | |
|---|--------------------------------------|
| ✓ Project Kick-Off Meeting | ✓ Stakeholder Identification List |
| ✓ Project Update Meeting Agenda and Notes | ✓ Draft Project Goals and Objectives |
| ✓ Monthly Progress Reports | ✓ Stakeholder Meetings |

Task 2. Review of Existing Planning Documents

Task 2.1 – Literature Review

We will conduct a literature review of existing plans published by the City, including the General Plan. Documents produced by San Gabriel Valley Council of Governments (SGVCOG), Southern California Association of Governments (SCAG), and Caltrans will also be reviewed to identify projects, policies, and programs that are in place or recommended that might be of value to this analysis. Our team is already familiar with Caltrans procedures and guidance on the development of SSARs and LRSPs and will provide a summary as part of this task.

Task 2.2 – Best Practices Analysis

Kimley-Horn will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

Task 2 Deliverables

- ✓ Question List of Current Practices for City
- ✓ Technical Memorandum #1: Existing Plans and Programs

Task 3. Data Collection and Analysis

Task 3.1 – Data Analysis

Kimley-Horn will perform a comprehensive data analysis review. Our approach to safety analysis includes statistical network screening using Highway Safety Manual Methods. These methods are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations

where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

- | | |
|---|--|
| ✓ Fatal Collisions | ✓ Bicycle Collisions |
| ✓ Fatal + Serious Injury Collisions | ✓ Pedestrian Collisions |
| ✓ Broadside Collisions | ✓ Wet/Slippery Road Collisions |
| ✓ Rear-End Collisions | ✓ Nighttime Collisions |
| ✓ Sideswipe Collisions | ✓ Collisions Involving Alcohol/Drugs |
| ✓ Head-On Collisions | ✓ Collisions Involving Driver Inattention |
| ✓ Single Vehicle Collisions (run off road, fixed object, parked vehicle, other) | ✓ Collisions Involving Speeding/Aggressive Driving |

The resulting list would include both the number of collisions for each factor and the probability that any excess is not random.

Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by the overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to five locations for further evaluation and potential project development based on the amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors, and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles.

Task 3.2 – Roadway Characteristics Inventory

Kimley-Horn will obtain available data on roadway functional classification, intersection control, schools, parks, transit stops, and other roadway characteristics that impact safety. Available traffic volume data will also be collected from the City.

Task 3 Deliverables

- ✓ Technical Memorandum #2: Citywide Safety Background and Trends
- ✓ List of Intersection and Segments with Statistically Analyzable Collision Activity
- ✓ Citywide Safety Trends and Recommended Focus Areas
- ✓ List of Potential Local Countermeasures

Task 4. Countermeasure Development

Task 4.1 – Develop Priority Criteria and Priority Areas

Kimley-Horn will work with the City and stakeholders to develop priority criteria and identify priority areas that will be used to develop the countermeasures in Task 4.2. These countermeasures will address these priority areas and will align with state and federal countermeasures that have been identified to assist in reducing fatal and injury collisions.

Task 4.2 – Identify Countermeasures

The identification of the potential projects will be developed by examining the crash data and determining the appropriate countermeasures improvements to roadway segments. The team will prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network.

Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, emergency response, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. We will identify safety measures that are appropriate, cost-efficient, and proven effective countermeasures by the US Department of Transportation and the FHWA.

The toolbox will be developed in three steps:

1. The high crash locations will be used as case studies. Solutions that emerge from those will be associated with the conditions they are addressing and added to the toolbox
2. The team will identify up to three safety emphasis areas for the City based on collision trends and patterns that can be looked at holistically to identify broader strategies that can be employed to address them
3. The best practices review will be used to identify actions the City can take to improve the safety environment

An implementation plan will be developed for inclusion in the LSRP report that will help the City prioritize improvements and identify potential funding sources while remaining responsive to funding opportunities for HSIP and related grants, including evolving needs as plan implementation progresses.

Task 4.3 – Develop Priority Projects

Kimley-Horn will provide recommendations for operational safety improvements and develop project sheets for up to five high crash locations to improve roadway, traffic, and pedestrian safety. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit/cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions. Projects will be reviewed and recommended for available grants.

Task 4 Deliverables

- ✓ List of Priority Criteria and Priority Areas
- ✓ Safety Countermeasure Toolbox
- ✓ Up to five Project Sheets Including List of Potential Projects
- ✓ Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements

Task 5. Implementation Program

Projects will be analyzed on their potential to reduce crash activity. Projects with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term, and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

The Kimley-Horn team will work with the City to develop an action plan and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the LRSP.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network screening results to determine the effectiveness of countermeasures that have been implemented and to establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

The implementation plan will include the recommendations for education and enforcement programs for City consideration and future HSIP/OTS grants.

Task 5 Deliverable

- ✓ Technical Memorandum #3: Implementation Plan

Task 6. LSRP Development

Task 6.1 – Draft LRSP

Kimley-Horn will prepare a Draft LRSP to document the findings of the previous tasks. The draft report will be submitted to the City for review and comment, and we will assist in circulating the Draft LRSP to identified stakeholders for review. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document. Kimley-Horn will submit a 60% draft submittal and an 85% draft submittal of the LRSP report.

Task 6.2 – Final LRSP

Kimley-horn will respond to all comments and incorporate feedback received on the Draft LRSP into the Final LRSP. This document will guide the City's effort to improve transportation safety and reduce the number of incidents and the severity of those incidents on our transportation systems.

The LRSP will be a living document and analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, as needs and priorities change, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

Kimley-Horn, along with City staff, will take the lead on plan adoption and present the Final LRSP to City Council.

Task 6 Deliverables

- ✓ 60% Draft LRSP
- ✓ 85% Draft LRSP
- ✓ Final LRSP

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

Task 1 Deliverables

- ✓ Project Kick-Off Meeting
- ✓ Project Update Meeting Agenda and Notes
- ✓ Monthly Progress Reports
- ✓ Stakeholder Identification List
- ✓ Draft Project Goals and Objectives
- ✓ Stakeholder Meetings

Task 2 Deliverables

- ✓ Question List of Current Practices for City
- ✓ Technical Memorandum #1: Existing Plans and Programs

Task 3 Deliverables

- ✓ Technical Memorandum #2: Citywide Safety Background and Trends
- ✓ List of Intersection and Segments with Statistically Analyzable Collision Activity
- ✓ Citywide Safety Trends and Recommended Focus Areas
- ✓ List of Potential Local Countermeasures

Task 4 Deliverables

- ✓ List of Priority Criteria and Priority Areas
- ✓ Safety Countermeasure Toolbox
- ✓ Up to five Project Sheets Including List of Potential Projects
- ✓ Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements

Task 5 Deliverable

- ✓ Technical Memorandum #3: Implementation Plan

Task 6 Deliverables

- ✓ 60% Draft LRSP
- ✓ 85% Draft LRSP
- ✓ Final LRSP

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. Monthly status reports

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:



Subconsultants:

1. Crossroads Software, Inc.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. 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.

1.5 Familiarity with Work.

By executing this Agreement, Consultant ~~warrants~~ ~~maintains~~ 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. [...].

5.2 General Insurance Requirements.

(c) **Primary/noncontributing.** Coverage provided by Consultant ~~with the exception of professional liability, worker's compensation and employer's liability.~~ shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. [...].

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this [...]. 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 for all services rendered prior to the effective date of the notice of termination.~~ 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.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Kimley-Horn and Associates, Inc.										
		Name	Kyle McGowan	Darryl dePencier	Jean Fares	Sr. Professional II	Sr. Professional I	Professional	Analyst	Project Support
Category/Title		Project Manager	QC/QA	Principal-in-Charge						
Direct Rate		\$43.37	\$66.23	\$106.07	\$86.62	\$71.69	\$60.09	\$44.10	\$37.45	
Billing Rate		\$140.61	\$214.73	\$343.90	\$280.84	\$232.43	\$194.82	\$142.98	\$121.42	
		Total Hours	Total Cost							
Task 1	Project Management	17	2				12	22		53
1.1	Kick-off Meeting and Project Administration	8					2	4		14
1.2	Identify Stakeholders	2	2				2	4		10
1.3	Identify Project Goals and Objectives	2					2	4		8
1.4	Stakeholder Meetings	5					6	10		21
Task 2	Review of Existing Planning Documents	5					5	9		19
2.1	Literature Review	2					2	6		10
2.2	Best Practices Analysis	3					3	3		9
Task 3	Data Collection and Analysis	12					12	24		48
3.1	Data Analysis	6					8	12		26
3.2	Roadway Characteristics Inventory	6					4	12		22
Task 4	Countermeasure Development	6	2	2	8	8	6	32		64
4.1	Develop Priority Criteria and Priority Areas	2			2	2	2	10		18
4.2	Identify Countermeasures	2	2		3	3	2	10		22
4.3	Develop Priority Projects	2		2	3	3	2	12		24
Task 5	Implementation Program	3					3	8		14
Task 6	LRSP Development	6		2			8	12	4	32
6.1	Draft LRSP	6		2			4	6		18
6.2	Final LRSP						4	6	4	14
TOTAL HOURS		49	4	4	8	8	46	107	4	230
Subtotal Labor:		\$ 6,890.01	\$ 858.91	\$ 1,375.58	\$ 2,246.69	\$ 1,859.44	\$ 8,961.78	\$ 15,298.78	\$ 485.68	\$ 37,976.88
Other Direct Costs										\$ 2,000.00
Crossroads (Data Collection)										\$ 2,000.00
TOTAL COST:										\$ 39,976.88

- 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 "C-1"



Rate Schedule

Rates effective 5/15/2022 through 6/30/2023

<u>Classification</u>	<u>Billing Rate per Hour*</u>
Kyle McGowan, Project Manager	\$140.61
Jean Fares, Principal-in-Charge	\$343.90
Darryl de Pencier, QA/QC	\$214.73
Analyst	\$142.98
Professional	\$194.82
Sr. Professional I	\$232.43
Sr. Professional II	\$280.84
Sr. Project Support	\$181.63
Project Support	\$121.42

*Rates will be escalated annually on July 1st beginning 7/1/2023

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

		5-Jul	12-Jul	19-Jul	26-Jul	2-Aug	9-Aug	16-Aug	23-Aug	30-Aug	6-Sept	12-Sept
Task 1	Project Management and Meetings											
1.1	Kick-Off Meeting											
1.2	Identify Stakeholders											
1.3	Identify Project Goals and Objectives											
1.4	Stakeholder Meetings											
Task 2	Review of Existing Planning Documents											
2.1	Literature Review											
2.2	Best Practices Analysis			TM								
Task 3	Data Collection and Analysis											
3.1	Data Analysis				TM							
3.2	Roadway Characteristics Inventory											
Task 4	Countermeasure Development											
4.1	Develop Priority Criteria and Priority Areas											
4.2	Identify Countermeasures											
4.3	Develop Priority Projects							PS				
Task 5	Implementation Plan											
5.1	Implementation Plan											
Task 6	Local Roadway Safety Plan Development											
6.1	Draft LRSP											
6.2	Final LRSP										CT	

HSIP DUE

- = Project Work Progress
- = Deliverable
- TM = Technical Memorandum
- PS = Project Sheets
- CT = Caltrans Draft

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

- A. Best Practices Analysis, by July 19, 2022
- B. Data Analysis, by July 26, 2022
- C. Priority Projects List, by August 16, 2022
- D. Draft LRSP, by August 23, 2022
- E. Final LRSP, by August 30, 2022

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

DRAFT



City Council Agenda Report

Agenda Item No. 19.a.

DATE: May 24, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rachel Barbosa, City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR
AGENCY MEETING MINUTES FOR APRIL 26, 2022

SUMMARY: Staff is requesting approval of the Minutes of the April 26, 2022, Successor Agency Meeting.

RECOMMENDED ACTION: Staff recommends the Board approve the Successor Agency Meeting Minutes of April 26, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, APRIL 26, 2022 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

16. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 8:01 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 Nancy Rodriguez, Recreation Specialist.

STAFF ABSENT: Paola Lara, Deputy City Clerk

Zoom was provided for the Public to participate 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 March 22, 2022.

20. EXECUTIVE DIRECTOR'S AGENDA – None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:02 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair