

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



Rene Salas, Interim City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

July 12, 2022, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

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

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

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Mayor Gloria Olmos

3. INVOCATION

Pastor Patricia Garrett, Faith Dominion Church

4. PRESENTATIONS

4.a. Certificates of Recognition Presented to South El Monte Little League Softball Jr. Lil Miss and Minor Allstar Teams for Placing 2nd in the 2022 District 18 Championships

4.b. Welcome and Introduction to Acting Assistant Fire Chief Gerald Gonzales, Los Angeles County Fire Department, Division 9

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 SPECIAL CITY COUNCIL MEETING MINUTES FOR JUNE 22, 2022 AND REGULAR CITY COUNCIL MEETING MINUTES FOR JUNE 28, 2022

Staff is requesting approval of Minutes for the June 22, 2022 Special City Council Meeting and June 28, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the June 22, 2022 Special City Council Meeting and June 28, 2022 Regular City Council Meeting.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-53, APPROVING WARRANTS FOR THE PERIOD OF JUNE 29, 2022, THROUGH JULY 12, 2022

Authorizing payment of City expenditures for the period of June 29, 2022 through July 12, 2022 totaling \$3,077,611.47.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-53, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-54, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) ET SEQ. FOR THE PERIOD OF JULY 12, 2022 THROUGH AUGUST 10, 2022

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-54, proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of July 12, 2022 through August 10, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-54, 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 from July 12, 2022 through August 10, 2022.

7.d. and 7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-56, AFFIRMING A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON

On June 28, 2022, City Council considered issuing a vote of no confidence in Los Angeles County District Attorney George Gascon. The City Council approved a vote of no confidence 5-0; however, the item was under Councilmember agenda items and therefore, no resolution was included. Before City Council now is a resolution for consideration and possible action.

RECOMMENDED ACTION: Adopt Resolution No. 22-56, affirming a vote of no confidence in Los Angeles County District Attorney George Gascon.

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-57, APPROVING INTERIM CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RENE SALAS

Adoption of Resolution No. 22-57 would approve the employment agreement between the City and Rene Salas for Interim City Manager services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-57, approving the employment agreement between the City and Rene Salas for Interim City Manager services.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-55, ORDERING A REPORT AND CALLING A HEARING FOR THE LEVY AND COLLECTION OF THE SEWER SERVICE FEE FOR FISCAL YEAR 2022-23

City Council adopted Ordinance No. 1141 in 2010 establishing an annual Sewer Service Fee ("Fee") to ensure that necessary funding is accumulated and available to address the City's sanitary sewer system for replacements, upgrades, and major repairs. This is beneficial given that the City's General Fund does not have the capacity for such major capital requirements. Each year, the City Council must hold a public hearing to levy the Fee for the upcoming fiscal year on parcels within the City.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-55, ordering a Written Report and ratifying City staff's submission of a publication calling a public hearing on July 26, 2022 for the levy and collection of the Sewer Service Fee for fiscal year 2022-23.

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

11.a. DESIGNATION OF VOTING DELEGATE AND ALTERNATES, LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE & EXPO, SEPTEMBER 7-9, 2022, LONG BEACH, CALIFORNIA

The League of California Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022, in Long Beach, California. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and up to two alternates.

RECOMMENDED ACTION: Staff recommends City Council appoint a Delegate and up to two Alternates to allow the City the right to cast one vote on matters pertaining to League policy.

11.b. LETTER FROM SOUTH EL MONTE AMERICAN YOUTH SOCCER ORGANIZATION (AYSO) REQUESTING A FACILITY FEE WAIVER, FIELD LIGHT FEE WAIVER, AND DAMAGE DEPOSIT WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD

The South El Monte American Youth Soccer Organization (AYSO) is requesting three waivers totaling \$63,110. These include waivers of reservation fees of \$52,800, field light fees of \$9,810, and a damage deposit of \$500 for the use of Dean L. Shively Park to host their 2022/2023 soccer season's games and practices. The waiver of the reservation fees of \$52,800 is in compliance with the Facility Reservation Regulations and Fee Schedule. The requested waiving of the "non-waived" field lighting fees of \$9,810 and \$500 "non-waived" damage deposit are noncompliant with the Facility Reservation Regulations and Fee Schedule and have a financial impact on the City, if granted.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by AYSO in the amount of \$52,800, as it is in compliance with the Facility Reservation Regulations and Fee Schedule. The "non-waived" lighting fee request of \$9,810 and the "non-waived" damage deposit of \$500 are not recommended for approval. These two requests are not in compliance with the Reservation Regulations and Fee Schedule and have an unplanned financial impact on the City.

11.c. next page.

CORRESPONDENCE (CONTINUED)

11.c. LETTER FROM EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE REQUESTING A FEE WAIVER FOR THE USE OF THE SOUTH EL MONTE COMMUNITY CENTER

The El Monte / South El Monte Chamber of Commerce (Chamber) is requesting a fee waiver for the use of the South El Monte Community Center Amphitheater on Monday, July 25, 2022 from 10:00 a.m. to 3:00 p.m. to host a legislative luncheon featuring Senator Susan Rubio addressing the topic, "Retaining Business in California."

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by the Chamber in the amount of \$250.00 and the "non-waived" fees including staff time, cleaning fee, and damage deposit in the total amount of \$960.00.

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Manuel Acosta

1. Illegal Cannabis Fines - Increase the Fine for Illegal Cannabis Businesses Operating in the City of South El Monte to \$500,000. Responsible Parties include; Operator, Property Management, and Property Owner.

13. CLOSED SESSION

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: Interim City Manager

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

13.b. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and (e)(1) - (One case)

14. ADJOURNMENT

Tuesday, July 26, 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 7th day of July 2022.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to South El Monte Little League Softball Jr. Lil Miss and Minor Allstar Teams for Placing 2nd in the 2022 District 18 Championships

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Welcome and Introduction to Acting Assistant Fire Chief Gerald Gonzales, Los Angeles County Fire Department, Division 9

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.a.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES FOR JUNE 22, 2022 AND REGULAR CITY COUNCIL MEETING MINUTES FOR JUNE 28, 2022

SUMMARY: Staff is requesting approval of Minutes for the June 22, 2022 Special City Council Meeting and June 28, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the June 22, 2022 Special City Council Meeting and June 28, 2022 Regular City Council Meeting.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

- A. Special City Council Meeting Minutes - June 22, 2022
- B. Regular City Council Meeting Minutes - June 28, 2022

ATTACHMENT A

**CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 22, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:03 PM

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

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

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

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

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

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

NAYS: Councilmember(s): None

3. PUBLIC COMMENT

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

Mayor Olmos requested Item 4.b. be moved up before Item 4.a. for discussion. Council concurred.

4. GENERAL BUSINESS

ITEM MOVED UP FOR DISCUSSION

4.b. CONSIDERATION AND APPROVAL OF CLASSIFICATION AND COMPENSATION STUDY FINAL REPORT

Mayor Olmos announced the item.

Interim Finance Director William Fox introduced Leena Rai, Transformance Consulting, who provided a PowerPoint on the Classification and Total Compensation Study.

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

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

NAYS: Councilmember(s): None

4.a. FISCAL YEAR (FY) 2022-23 ANNUAL BUDGET STUDY SESSION #1

Mayor Olmos announced the item.

Interim Finance Director William Fox presented a PowerPoint on Fiscal Year 2022-23 Budget and discussed the following: General Fund & Special Revenue Funds and Community Development Director Colby Cataldi (via zoom) provided information on personnel requests.

At 7:10 p.m. Mayor Olmos called for a break and at 7:15 p.m. reconvened the meeting.

City Council directed staff to include the proposed personnel requests into the budget for a net total increase of \$223,200:

1. 3 Part Time Crossing Guards (school safety) positions
2. Reclassification of 1 part time maintenance aid to 1 full time maintenance worker 1 (streets)
3. 2 part time maintenance aids to 2 full time maintenance worker 1 (landscape)
4. 1 full time associate planner to 1 full time planning supervisor
5. Reclassification of 1 full time code enforcement officer and 2 current part time public safety officers to 2 full time public safety officers

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to receive and file the report and include the proposed personnel requests in the Fiscal Year 2022-23 budget. 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

5. CLOSED SESSION:

At 8:16 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

5.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

5.b. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and (e)(1) – [Two cases]

At 10:00 p.m. Mayor Olmos reconvened to open session.

City Attorney Anthony R. Taylor announced City Council discussed items 5.a. and 5.b. No action taken, nothing to report.

14. ADJOURNMENT

There being no further business coming before this body, at 10:00 p.m. Mayor Olmos adjourned the meeting.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

ATTACHMENT B

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 28, 2022 - 6:00 PM**

1. ROLL CALL

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

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

STAFF PRESENT: Rene Salas, Deputy City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director (via zoom); William Fox, Interim Finance Director; Andres Gonzalez, Senior Services Supervisor; and Paola Lara, Deputy City Clerk.

STAFF ABSENT: Rachel Barbosa, City Manager.

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

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

3. INVOCATION – Dr. Ramos, Epiphany Catholic Church, offered the Invocation.

Mayor Olmos requested items 11.a., 11.b., 12.a., and 12.b. be moved up for action after presentations. Council concurred.

4. PRESENTATIONS:

4.a. City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City for the month of May.

4.b. City Council received a report from Code Enforcement/Public Safety Supervisor Joe Martinez on Code Enforcement and Public Safety activities for the month of May.

ITEMS MOVED UP FOR ACTION

11. CORRESPONDENCE:

11.a. LETTER FROM THE 3L CLUB REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE SENIOR CENTER DINING ROOM

Mayor Olmos announced the item.

Rene Salas, Deputy City Manager introduced Senior Services Supervisor Andres Gonzalez who 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 3L Club in the amount of \$32,820.72. 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

11.b. LETTER FROM CLUB LATINO DE SUR EL MONTE REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE SENIOR CENTER DINING ROOM

Mayor Olmos announced the item.

Senior Services Supervisor Andres Gonzalez 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 Club Latino de Sur El Monte in the amount of \$38,920.80. 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

12.a. Councilwoman Gracie Retamoza

1. Discussion and Possible Action on a Resolution Affirming a Vote of No Confidence: Los Angeles County District Attorney George Gascon.

A motion was made by Councilmember Retamoza, seconded by Councilmember Delgado approving preparation of a resolution affirming a vote of No Confidence for Los Angeles County District Attorney George Gascon. 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.b. Councilmember Hector Delgado

1. Mayor Olmos presented "Certificates of Recognition" to Deputies Nelson Tario, Adrian Ruiz and Brittany Wallace for their years of service to the City of South El Monte.

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

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

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

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment.

1. Rosario Gonzalez, President of 3L Club, requested City Council allow the club to hold cash bingo games.
2. Gilbert Tarin, Treasurer of Club Latino, requested City Council allow the club to hold cash bingo games.
3. Mercedes Casillas, Resident, requested City Council allow the clubs to hold cash bingo games.
4. Irma Figueroa, Senior Center Volunteer, requested City Council allow the club to hold cash bingo games.

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

City Attorney Anthony R. Taylor announced he is available to meet with club representatives to discuss the requirements for cash bingo.

7. CONSENT CALENDAR

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

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

NAYS: Councilmember(s): None

7.a. Approved Minutes for the Regular City Council Meeting held June 14, 2022.

7.b. Adopted Resolution No. 22-47, approving warrants for the period of June 14, 2022 through June 28, 2022 totaling \$785,895.78.

7.c. Approved City Council "go dark" on Tuesday, August 9, 2022 and Tuesday, August 23, 2022.

8. **PUBLIC HEARINGS: None.**

9. **GENERAL BUSINESS**

**9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-48
APPROVING THE FISCAL YEAR 2022-23 ANNUAL BUDGET**

Mayor Olmos announced the item.

Interim Finance Director William Fox presented the staff report.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado to adopt Resolution No. 22-48, approving the FY 2022-23 Budget, which encompasses the General Fund, Special Revenue Funds, and Capital Improvement Projects. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

**9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-49
APPROVING THE GANN LIMIT COMPUTATION**

Mayor Olmos announced the item.

Interim Finance Director William Fox presented the staff report.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to adopt Resolution No. 22-49, establishing the City's Appropriation Limit at \$170,135,936 for FY 2022-23. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

**9.c. CONSIDERATION OF RESOLUTION 22-50, APPROVING
MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF
SOUTH EL MONTE AND SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS SGVCOG TO RECEIVE \$50,000 IN GRANT FUNDS
FOR HOMELESS PROGRAM SERVICES FOR FY 22-23**

Mayor Olmos announced the item.

A motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta to adopt Resolution 22-50, approving the Memorandum of Agreement with

the San Gabriel Valley Council of Governments. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

**9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-51,
AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO
SAN GABRIEL VALLEY-HABITAT FOR HUMANITY TO ADMINISTER
AND IMPLEMENT THE CALHOME OWNER-OCCUPIED HOME REPAIR
PROGRAM**

Mayor Olmos announced the item.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado to adopt Resolution No. 22-51, awarding a professional services agreement to San Gabriel Valley-Habitat for Humanity to administer and implement the CalHome Home Repair Program for the amount not-to-exceed 10% of the grant amount or \$100,000.00. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

**9.e. CONSIDERATION AND APPROVAL OF RESOLUTION 22-52,
COVERING THE TERMS OF A PRIVATE PLACEMENT OF DEBT
RELATED TO THE CALPERS UNFUNDED DEBT LIABILITY
APPROVOING THE FORM OF AND AUTHORIZING THE EXECUTION
AND DELIVERY OF A SITE LEASE AND A LEASE AGREEMENT, AND
AUTHORIZING OTHER MATTERS RELATED TO THE FINANCING
TRANSACTION**

Mayor Olmos announced the item.

A motion was made by Councilmember Delagado, seconded by Councilmember Angel to adopt Resolution No. 22-52, approving the terms of a private placement lease financing, approving the form of and authorizing the execution and delivery of a site lease and lease agreement, a trust agreement, and authorizing required actions in connection with the execution, authorizing other matters relating to the financing, and authorizing the Interim City Manager to sign all documents relating to the authorization of this matter. 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.f. CONSIDERATION OF NON-RENEWAL OF CONTRACT AGREEMENT
AND GENERAL RELEASE AND WAIVER OF CLAIMS - CITY MANAGER**

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor disclosed the total of \$100,721.99 plus \$85,000 for a full release.

A motion was made by Councilmember Angel, seconded by Councilmember Delgado to approve this item and the subject agreements. 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

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the City's Senior Center Father's Day Luncheon, Rio Hondo College's Taste of Rio event, and the City's Summer Concert.

Councilmember Retamoza announced her attendance at Rio Hondo College's Taste of Rio event, City's Summer Concert in the Park, and the Grand Opening of Krudos Sushi & Modern Kitchen.

Councilmember Delgado announced his attendance at the Grand Opening of Krudos Sushi & Modern Kitchen and announced his daughter Mia Delgado won gold at the 2022 Junior Olympics and will represent the USA in the world championship in Ecuador.

Councilmember Angel announced his attendance at the City's Senior Center Father's Day Luncheon, the City's Summer Concert, Rio Hondo College's Taste of Rio event, and the Grand Opening of Krudos Sushi & Modern Kitchen.

Mayor Olmos announced her attendance at the Breakfast Meeting with Elected & Business Leaders on Economic Development with United States Assistant Secretary Alejandra Y. Castillo and Congresswoman Linda Sanchez, Rio Hondo College's Taste of Rio event, Grand Opening of Krudos Sushi & Modern Kitchen, Los Angeles California Teacher Association meeting, City's Summer Concert, and announced SEAACA still has adoption opportunities.

11. CORRESPONDENCE:

Items 11.a. and 11.b. were moved up after presentations.

11.a. LETTER FROM THE 3L CLUB REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE SENIOR CENTER DINING ROOM

11.b. LETTER FROM CLUB LATINO DE SUR EL MONTE REQUESTING A FACILITY RESERVATION FEE WAIVER FOR USE OF THE SOUTH EL MONTE SENIOR CENTER DINING ROOM

12. COUNCILMEMBERS' AGENDA:

Items 12.a. and 12.b. were moved up after presentations.

12.a. Councilwoman Gracie Retamoza

1. Discussion and Possible Action on a Resolution Affirming a Vote of No Confidence: Los Angeles County District Attorney George Gascon

12.b. Councilmember Hector Delgado

1. Mayor Olmos presented "Certificates of Recognition" to Deputies Nelson Tario, Adrian Ruiz and Brittany Wallace for their Years of Service to the City of South El Monte.

13. CLOSED SESSION:

At 7:46 p.m. City Attorney Anthony R. Taylor recessed Council into closed session to discuss item 13.c.

13.c. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957

Title: Interim City Manager

At 8:05 p.m. Mayor Olmos reconvened to open session.

City Attorney Anthony R. Taylor announced City Council discussed item 13.c. and a motion was made by Mayor Pro Tem Acosta to appoint Rene Salas as Interim City Manager, seconded by Councilmember Angel and the motion was unanimously approved.

At 8:06 p.m. City Attorney Anthony R. Taylor recessed Council into closed session to discuss items 13.a. and 13.b.

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

Interim City Manager sat in place of City Manager.

13.b. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) and (e)(1) - (Two cases)

At 9:26 p.m. Mayor Olmos reconvened to open session.

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

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 9:27 p.m. to the Successor Agency meeting.

Mayor Olmos adjourned the Successor Agency meeting at 9:28 p.m.

Mayor Olmos reconvened the City Council meeting at 9:28 p.m.

15. ADJOURNMENT

There being no further business coming before this body, at 9:29 p.m. Mayor Olmos adjourned the meeting to the South El Monte Financing Authority Meeting immediately following this meeting.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-53, APPROVING WARRANTS FOR THE PERIOD OF JUNE 29, 2022, THROUGH JULY 12, 2022

SUMMARY: Authorizing payment of City expenditures for the period of June 29, 2022 through July 12, 2022 totaling \$3,077,611.47

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-53, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-53
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 22-53

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JUNE 29, 2022, THROUGH JULY 12, 2022,
TOTALING \$3,077,611.47

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	06/29/2022-07/12/2022	DFT0000186-195	\$181,209.27
FY 22/23				\$68,585.41
FY 21/22	Hand Typed Warrants	06/29/2022-07/12/2022	10526-10535	\$1,936,302.09
FY 22/23				\$11,750.00
FY 21/22	Regular Warrants	06/29/2022-07/12/2022	10536-10588	\$581,385.82
FY 22/23				\$95,668.75
Payroll	Check	PPE 06/25/2022	1076-1096	\$72,805.65
Payroll	Direct Deposit	PPE 06/25/2022	1680-1777	\$127,940.61

TOTAL EXPENDITURES RESOLUTION NO. 22-53 \$3,077,611.47

PASSED, APPROVED, AND ADOPTED this 12th day of July 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. 22-53, 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 12th day of July 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



South El Monte, CA

Warrant Register

Council Meeting 7/12/22

Payment Dates 6/29/2022 - 7/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	10526	06/29/2022	JUN'22 ADMIN	1,102.00
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	10526	06/29/2022	JUN'22 MISC	460.00
01.0170.1710.5932	CHARTER COMMUNICATIONS	10527	06/29/2022	6/16-7/15 CABLE SVCS	299.59
01.0151.1544.5210	GARDEN STATE FIREWORKS, INC	10528	06/29/2022	7/2 FIREWORK DISPLAY BAL	11,750.00
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10529	06/29/2022	PPE 6/11/22 DEFERRED COMP	5,862.50
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	10530	06/29/2022	#624019117 GARNISHMENT	346.18
01.0000.0000.2270	STATE OF CA FRANCHISE TAX BOARD	10531	06/29/2022	#555935714 GARNISHMENT	59.82
01.0000.0000.1055	U.S. BANK PARS ACCOUNT # 6746050100	10532	06/29/2022	PARS CONTRIBUTIONS	1,928,082.00
01.0000.0000.2240	VONS CREDIT UNION	10533	06/29/2022	PPE 5/29/22	45.00
01.0000.0000.2240	VONS CREDIT UNION	10533	06/29/2022	PPE 6/11/22	45.00
01.0000.0000.2224	STANDARD INSURANCE	10534	07/06/2022	JUL'22 LIFE & AD&D SUPP	527.86
01.0000.0000.2225	STANDARD INSURANCE	10535	07/06/2022	JUL'22 LIFE & AD&D	1,436.01
01.0151.1544.5430	ABSOLUTE SECURITY INTERNATIONAL	10536	07/12/2022	7/2 EVT SECURITY SVCS	1,496.50
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	10536	07/12/2022	6/25 SECURITY GUARD SVCS	456.00
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	10537	07/12/2022	JUN'22 PATRIOTIC MTG	100.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 GENERAL	8,875.31
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 SPECIAL PJT	10,061.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 LITIGATION	1,726.50
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 PERSONNEL	1,316.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 PLANNING	635.60
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 PW ENGINEERING	1,407.40
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 FINANCE	227.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 CODE ENFORCEMENT	2,882.90
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 SUCCESSOR AGENCY	952.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 HOUSING	1,148.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 ADDITIONAL SVCS	112.00
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10538	07/12/2022	MAY'22 EMERG RSPN #505	45.40
01.0151.1544.5430	ALLIANT INSURANCE SERVICES	10539	07/12/2022	4TH OF JULY EVT INS	321.00
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10540	07/12/2022	OFFICE SUPPLIES	76.61
01.0130.1330.6015	AMAZON CAPITAL SERVICES, INC	10540	07/12/2022	SCANNER REGISTER #505	363.81
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10540	07/12/2022	DECORATION POSTERS	59.45
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	10540	07/12/2022	COM. DEV. DEPT SUP	45.52
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10540	07/12/2022	OFFICE SUPPLIES	55.93
06.0300.3020.5430	AMAZON CAPITAL SERVICES, INC	10540	07/12/2022	C1 PRGM HOT SAUCE	111.90
01.0130.1330.5215	AT&T	10541	07/12/2022	5/12-6/11 BAN 1067917	25.04
01.0130.1330.5215	AT&T	10541	07/12/2022	5/15-6/14 BAN 1034755	25.04
01.0130.1330.5215	AT&T	10541	07/12/2022	5/15-6/14 BAN 1034756	49.53
01.0130.1330.5215	AT&T	10541	07/12/2022	5/22-6/21 BAN 1034752	25.59
01.0150.1515.5204	BLANCA M. FIGUEROA	10542	07/12/2022	JUN'22 PATRIOTIC MTG	100.00
01.0151.1542.5952	BROTHERS AWARDS & TROPHIES	10543	07/12/2022	7/2 BOXING SHOW MEDALS	169.40
01.0150.1540.5956	CALIFORNIA DESIGNS	10544	07/12/2022	AQUA UNIFORM SHIRTS	92.40
01.0100.1050.5936	CONCENTRA	10545	07/12/2022	NEW HIRES PHYS	657.00
01.0100.1050.5936	CONCENTRA	10545	07/12/2022	NEW HIRE PHYS/RNDM DRUG TEST	486.00
01.0150.1510.5204	DAVID MAI	10546	07/12/2022	JUN'22 CS MEETING	100.00
01.0100.1050.5931	DISABILITY ACCESS CONSULTANTS, LLC	10547	07/12/2022	FY22/23 SOFTWARE SUB	2,000.00
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10548	07/12/2022	6/20 MILK/BREAD NUTR PRGM	206.52
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10548	07/12/2022	6/20 MILK/BREAD NUTR PRGM	22.94
01.0100.1010.5914	EM/SEM CHAMBER OF COMMERCE	10549	07/12/2022	APR-JUN'22 QTR DUES	2,500.00
01.0150.1510.5204	GERARDO DIAZ	10550	07/12/2022	JUN'22 CS MEETING	100.00
01.0150.1510.5204	HORTENCIA VASQUEZ	10551	07/12/2022	JUN'22 CS MEETING	100.00
06.0300.3010.5215	HUNTINGTON CULINARY	10552	07/12/2022	6/13-6/17 FRZN MEALS	3,881.25
06.0300.3020.5215	HUNTINGTON CULINARY	10552	07/12/2022	6/13-6/17 FRZN MEALS	211.75
06.0300.3010.5215	HUNTINGTON CULINARY	10552	07/12/2022	6/20-6/24 FRZN MEALS	3,047.50
06.0300.3020.5215	HUNTINGTON CULINARY	10552	07/12/2022	6/20-6/24 FRZN MEALS	193.60

Warrant Register

Payment Dates: 6/29/2022 - 7/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0150.1510.5204	INGRID AGUILAR	10553	07/12/2022	JUN'22 CS MEETING	100.00
01.0150.1510.5204	ISRAEL ALACIO	10554	07/12/2022	JUN'22 CS MEETING	100.00
01.0140.1410.5204	JEFFREY MICHAEL ORTIZ	10555	07/12/2022	JUN'22 PC MEETING	150.00
01.0151.1545.5210	JOE ESPINOSA	10556	07/12/2022	7/14 SUMMER CONCERT PERF.	1,600.00
01.0170.1020.5956	JOSEPH SAUCEDO	10557	07/12/2022	CY22 BOOT ALLOWANCE	150.00
01.0100.1050.5934	JOVANNY SANCHEZ	10558	07/12/2022	LIVE SCAN REIMBURSE	23.00
01.0140.1410.5204	KENNETH EUEKHEANG TANG	10559	07/12/2022	JUN'22 PC MEETING	150.00
01.0100.1020.5914	L.A. COUNTY AUDITOR-CONTROLLER	10560	07/12/2022	FY22/23 FORMATION COMM.	610.76
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	10561	07/12/2022	MAY'22 LAW ENFORCEMENT	403,973.00
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	10561	07/12/2022	MAY'22 LIABILITY INS	46,312.68
01.0110.1110.5630	L.A. COUNTY SHERIFF'S DEPT.	10561	07/12/2022	MAY'22 GRANT/DEPUTY	17,051.33
01.0110.1110.6015	L.A. COUNTY SHERIFF'S DEPT.	10561	07/12/2022	MAY'22 EQUIPMENT	387.50
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	10561	07/12/2022	MAY'22 PRISONER MAINT.	177.13
01.0140.1410.5204	LARRY RODRIGUEZ	10562	07/12/2022	JUN'22 PC MEETING	150.00
01.0100.1010.5914	LEAGUE OF CALIFORNIA CITIES	10563	07/12/2022	FY22/23 LA COUNTY DIVISION DUES	1,113.00
01.0140.1410.5204	LEONEL A. BARRERA JR	10564	07/12/2022	JUN'22 PC MEETING	150.00
01.0151.1544.5210	LOS ANGELES PARTYWORKS, INC.	10565	07/12/2022	7/2 EQUIP RENT BAL	11,547.75
01.0170.1020.5956	MACLOVIO BERUMEN	10566	07/12/2022	CY22 BOOT ALLOWANCE	100.00
01.0150.1515.5204	MIRNA IVETTE SANCHEZ	10567	07/12/2022	JUN'22 PATRIOTIC MTG	100.00
01.0150.1515.5204	NAOMI LOPEZ	10568	07/12/2022	JUN'22 PATRIOTIC MTG	100.00
01.0151.1544.5430	NEW SIGN SOLUTION, INC.	10569	07/12/2022	4TH OF JULY BANNER/DISPLAYS	1,615.16
01.0100.1020.5215	NORMAN A. TRAUB & ASSOCIATES	10570	07/12/2022	4/26-6/10 LEGAL INVESTIGATION	11,738.60
01.0150.1530.5406	OFFICE DEPOT	10571	07/12/2022	OFFICE SUPPLIES	241.49
01.0150.1530.5406	OFFICE DEPOT	10571	07/12/2022	OFFICE SUPPLIES	13.34
01.0170.1020.5956	OLEGARIO PEREZ	10572	07/12/2022	CY22 BOOT ALLOWANCE	149.77
01.0150.1540.5956	ORIGINAL WATERMEN INC	10573	07/12/2022	AQUA UNIFORM SHIRTS	225.53
01.0151.1544.5430	PARTY PRONTO	10574	07/12/2022	4TH OF JULY BANNER/DISPLAYS	1,313.00
01.0151.1543.5952	PARTY PRONTO	10574	07/12/2022	6/23 SUMMER CONCERT EQUIP	1,313.00
44.0800.8010.5956	PREMIER JANITORIAL SERVICES	10575	07/12/2022	DRIVERS RAIN COATS	66.15
01.0151.1543.6020	PROMOTIONAL DESIGN CONCEPTS, INC	10576	07/12/2022	DEPT CANOPIES & REPAIRS	2,985.02
01.0150.1530.5956	RED DOT UNIFORMS	10577	07/12/2022	REC STAFF UNIFORMS	174.93
44.0800.8010.5956	RED DOT UNIFORMS	10577	07/12/2022	DRIVERS UNIFORMS	416.89
01.0150.1515.5204	RUDY LOPEZ	10578	07/12/2022	JUN'22 PATRIOTIC MTG	100.00
36.0360.3600.5951	SIERRA INN	10579	07/12/2022	JUN'22 HOMELESS MOTEL	3,515.00
01.0000.0000.4508	SONNY DAM	10580	07/12/2022	SUMMER CAMP RFND-ANNIE	120.00
01.0000.0000.4508	SONNY DAM	10580	07/12/2022	SUMMER CAMP RFND-ALLEN	130.00
01.0000.0000.4508	SONNY DAM	10580	07/12/2022	SUMMER CAMP RFND-JENNIE	115.00
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	10581	07/12/2022	C1 PRGM BREAD	11.94
01.0150.1530.5430	SUPERIOR WAREHOUSE GROCERS	10581	07/12/2022	1ST DAY OF SUMMER FRUITS	51.87
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	10582	07/12/2022	JUL'22 NEWSLETTER	4,846.77
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	NOV'21 BLDG OFFICIAL SVCS	144.00
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	DEC'21 BLDG OFFICIAL SVCS	72.00
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	DEC'21 BLDG PLAN CK	10,703.46
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	JAN'22 ENGINEERING SVCS	13,994.25
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	JAN'22 PJT MGMT #295	1,738.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	JAN'22 LABOR COMPLIANCE #293	2,059.75
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	JAN'22 PJT MGMT #294	3,195.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	FEB'22 ENGINEERING SVCS	12,915.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	FEB'22 LABOR COMPLIANCE #293	2,634.50
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	FEB'22 LABOR COMPLIANCE #294	1,661.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	FEB'22 LABOR COMPLIANCE #253	2,201.38
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	MAR'22 ENGINEERING SVCS	15,663.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	MAR'22 LABOR COMPLIANCE #293	1,320.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	MAR'22 LABOR COMPLIANCE #253	594.00
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	APR'22 ENGINEERING SVCS	13,545.00
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	APR'22 LABOR COMPLIANCE #293	5,271.75
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	APR'22 PJT MGMT #294	9,796.50
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10583	07/12/2022	APR'22 LABOR COMPLIANCE #253	1,820.50
15.0450.3600.6025	TRUELINE CONSTRUCTION & SURFACING,	10584	07/12/2022	TENNIS/PICKLEBALL COURT CONV.	9,353.80
01.0151.1542.5952	UNEED QURESHI	10585	07/12/2022	7/2 BOXING SHOW MEDICAL	450.00

Warrant Register

Payment Dates: 6/29/2022 - 7/12/2022

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
91.0955.9510.5215	URBAN FUTURES INCORPORATED	10586	07/12/2022	FY21 DISCLOSURE/COMPLIANCE	6,699.00
01.0160.1610.5720	WATERLOGIC AMERICAS, LLC	10587	07/12/2022	FY22/23 SVCS AGREEMENT FEE	14.59
01.0130.1330.5950	XEROX CORPORATION	10588	07/12/2022	JUN'22 COPIER LEASE	1,547.99
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000186	07/05/2022	JUN'22 SUPP LIFE	1,686.96
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000187	07/05/2022	JUL'22 VISION	763.10
01.0000.0000.2250	CALPERS	DFT0000188	07/05/2022	JUL'22 ACTIVE HEALTH	66,599.72
01.0100.1050.5941	CALPERS	DFT0000188	07/05/2022	JUL'22 ACTIVE ADMIN	166.50
01.0100.1050.5941	CALPERS	DFT0000188	07/05/2022	JUL'22 RETIRED ADMIN	13.09
01.0100.1050.5945	CALPERS	DFT0000188	07/05/2022	JUL'22 RETIRED HEALTH	1,043.00
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000189	07/05/2022	PPE 6/25/22 FEDERAL	56,830.42
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000189	07/05/2022	PPE 6/25/22 MEDICARE	9,457.34
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000189	07/05/2022	PPE 6/25/22 FICA	34,125.46
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000190	07/05/2022	PPE 6/11/22 FEDERAL	17,758.19
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000190	07/05/2022	PPE 6/11/22 MEDICARE	5,532.00
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000190	07/05/2022	PPE 6/11/22 FICA	23,653.84
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000191	07/05/2022	PPE 6/11/22 TNG WTHD'G	18.92
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000191	07/05/2022	PPE 6/11/22 UITAX WTHD'G	320.94
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000191	07/05/2022	PPE 6/11/22 STATE WTHD'G	5,640.03
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000192	07/05/2022	PPE 6/25/22 UITAX WTHD'G	455.04
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000192	07/05/2022	PPE 6/25/22 TNG WTHD'G	25.97
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000192	07/05/2022	PPE 6/25/22 STATE WTHD'G	20,091.77
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000193	07/05/2022	PPE 6/11/22 CASE 0980438	150.00
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000193	07/05/2022	PPE 6/11/22 CASE 1457313	603.50
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000193	07/05/2022	PPE 6/11/22 CASE 2135289	646.15
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	AFTER SCHOOL PRGM SUP	67.15
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	BABY LAB SUP	237.31
01.0151.1541.5440	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	T-BALL BANQUEST SUP	228.00
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	RETURN CREDIT	-38.70
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	MEMORIAL DAY EVT SUP	393.36
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	JUNE BIKE RIDE SUP	246.43
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	COUNCIL REFRESHMENTS	332.28
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	COUNCIL REFRESHMENTS	444.02
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	COUNCIL REFRESHMENTS	198.57
06.0300.3010.5215	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	NUTRITION PRGM SUP	264.64
06.0300.3010.5430	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	SENIOR PRGM SUP	146.75
06.0300.3020.5430	SAM'S CLUB DIRECT	DFT0000194	07/05/2022	EMERGENCY C2 MEALS	229.09
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000195	07/05/2022	JUN'22 LIFE INSURANCE	1,463.84
Grand Total:					2,876,865.21



Rene Salas, Interim City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-54, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) ET SEQ. FOR THE PERIOD OF JULY 12, 2022 THROUGH AUGUST 10, 2022

SUMMARY: On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-54, proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of July 12, 2022 through August 10, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-54, 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 from July 12, 2022 through August 10, 2022.

FISCAL IMPACT: None.

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

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

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

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

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

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

On October 26, 2021, City Council adopted Resolution No. 21-69 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of October 26 through November 25, 2021. To avoid a lapse in time between meetings and the effective date of Resolution No. 21-69, on November 9, 2021, City Council adopted Resolution No. 21-72 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of November 9 through December 9, 2021. Since then, City Council has adopted the following resolutions authorizing the same: Resolution No. 21-78 adopted on December 14, 2021 for the period of December 14, 2021 through January 12, 2022; Resolution No. 22-02 adopted on January 11, 2022 for the period of January 11, 2022 through February 9, 2022; Resolution No. 22-11 adopted February 8, 2022 for the period of February 8, 2022 through March 9, 2022; Resolution No. 22-18 adopted March 8, 2022 for the period of March 8, 2022 through April 6, 2022; Resolution No. 22-23 adopted April 12, 2022 for the period of April 12, 2022 through May 12, 2022; Resolution No. 22-33 adopted May 10, 2022 for the period May 10, 2022 through June 8, 2022; and Resolution No. 22-39 for the period of June 14, 2022 through July 13, 2022.

In large part due to the Omicron variant, there has been a sharp surge of Covid-19 cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the

level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations.

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

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

ATTACHMENT(S):

- A. Resolution No. 22-54

RESOLUTION NO. 22-54

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE USE OF REMOTE TELECONFERENCE
MEETING PROCEDURES BY THE CITY'S LEGISLATIVE
BODIES, AS AUTHORIZED BY GOVERNMENT CODE
SECTION 54953(e) *ET SEQ.*, FOR THE PERIOD OF JULY 12,
2022 THROUGH AUGUST 10, 2022

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

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

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

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

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

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

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

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

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the South El Monte Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

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

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

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

WHEREAS, in large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations; and

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

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

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

WHEREAS, the Council affirms that the City will allow for observation and participation by Councilmembers, members of the City's legislative bodies, and the public by allowing public participation and comment in real time via Zoom or by telephone, as well as allowing limited in-

person attendance for certain legislative bodies of the City, as will be duly indicated in the agendas of the legislative bodies, respectively, in an effort to protect the constitutional and statutory rights of all attendees.

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

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

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

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

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

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

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) August 10, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act) of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 12th day of July, 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. 22-54, 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 12th day of July 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.d.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-56, AFFIRMING A VOTE OF NO CONFIDENCE IN LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE GASCON

SUMMARY: On June 28, 2022, the City Council considered issuing a vote of no confidence in Los Angeles County District Attorney George Gascon. The City Council approved a vote of no confidence 5-0; however, the item was under Councilmember agenda items and therefore, no resolution was included. Before City Council now is a resolution for consideration and possible action.

RECOMMENDED ACTION: Adopt Resolution No. 22-56, affirming a vote of no confidence in Los Angeles County District Attorney George Gascon.

FISCAL IMPACT: None.

DISCUSSION: On June 28, 2022, the City Council considered an agenda item concerning a vote of no confidence in Los Angeles County District Attorney George Gascon. The City Council unanimously approved issuing such a no confidence vote. Since the item was under Councilmember agenda items, a resolution is needed to memorialize the action taken by the City Council. Before the City Council is a formal resolution confirming its vote of no confidence in Los Angeles County District Attorney George Gascon, based on his adoption of several Special Directives that have served to undermine the criminal justice system and likely contribute to reduced safety in the community. The directives are:

Special Directive 20-06, Pretrial Release Policy, eliminated cash bail for any misdemeanor, non-serious felony, or non-violent felony offense.

Special Directive 20-07, Misdemeanor Case Management, lists numerous misdemeanor charges that will be declined or dismissed before arraignment and without conditions unless “exceptions” or “factors for consideration” exist. These misdemeanor charges

include trespassing, disturbing the peace, criminal threats, drinking in public, drug and paraphernalia possession, being under the influence of controlled substance in public, public intoxication, resisting arrest, driving without a valid license or with a suspended license, minor in possession of alcohol, loitering, and loitering to commit prostitution.

Special Directive 20-08, Sentencing Enhancements/Allegations, eliminates several sentence enhancements, including the Three Strikes Law, gang enhancements, and violations of bail.

At least 30 other LA County cities have issued votes of no confidence in DA Gascon, and have demanded that he rescind these policies.

ATTACHMENT(S):

A. Resolution No. 22-56

RESOLUTION NO. 22-56

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL AFFIRMING A VOTE OF NO CONFIDENCE IN
LOS ANGELES COUNTY DISTRICT ATTORNEY GEORGE
GASCON

WHEREAS, the City of South El Monte ("City") considers public safety and protecting its community a significant priority; and

WHEREAS, the City has a history of supporting legislation and ballot initiatives that increase public safety and protect the community; and

WHEREAS, the Los Angeles County District Attorney is an elected county official, established pursuant to Government Code Sections 26500-43, and is responsible for the prosecution of criminal violations of state law and county ordinances occurring within County of Los Angeles; and

WHEREAS, the current Los Angeles County District Attorney ("DA"), George Gascon, was elected on November 3, 2020; and

WHEREAS, on December 7, 2020, DA Gascon announced a series of Special Directives ("SDs") to reform criminal prosecutions in Los Angeles County; and

WHEREAS, DA Gascon's reforms are eliminating key components of the criminal justice system itself, undermining law enforcement's ability to effectively police our communities, and dismantling the rule of law in Los Angeles County; and

WHEREAS, SD 20-06, Pretrial Release Policy, eliminated cash bail for any misdemeanor, non-serious felony, or non-violent felony offense; and

WHEREAS, SD 20-07, Misdemeanor Case Management, lists numerous misdemeanor charges that will be declined or dismissed before arraignment and without conditions unless "exceptions" or "factors for consideration" exist. These misdemeanor charges include trespassing, disturbing the peace, criminal threats, drinking in public, drug and paraphernalia possession, being under the influence of controlled substance in public, public intoxication, resisting arrest, driving without a valid license or with a suspended license, minor in possession of alcohol, loitering, and loitering to commit prostitution; and

WHEREAS, SD 20-08, Sentencing Enhancements/Allegations, eliminates several sentence enhancements, including the Three Strikes Law, gang enhancements, and violations of bail; and

WHEREAS, some of the Special Directives issued by Los Angeles County District Attorney George Gascon contradict state laws that were enacted through the state

legislature as well as the legislative ballot initiative process to prevent and prosecute crime and protect the general public; and

WHEREAS, policies that aim to restructure or amend prosecutorial directives need to be consistent with state law, and issued with reasonable intent to enhance public safety, protect victim's rights, and promote the rule of law; and

WHEREAS, DA Gascon's actions degrade public safety, lack consideration and understanding of the impact of crimes on victims, and increase the community's exposure to future crimes; and

WHEREAS, the lightening of penalties for crimes reduces the effectiveness of diversion programs which are intended to provide offenders a responsible mechanism for rehabilitation and a means to seek redemption; and

WHEREAS, the city councils of over 30 cities in Los Angeles County have now voted "No Confidence " in District Attorney Gascon's policies and leadership.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of South El Monte strongly urges the Los Angeles District Attorney George Gascon to rescind Special Directives 20-06, 20-07, 20-08, and 20-09 and review all other directives to ensure that public safety, victim's rights, and the rule of law are maintained or enhanced.

SECTION 2. The City Council of the City of South El Monte demands that Los Angeles County District Attorney George Gascon uphold state law and refrain from issuing further Special Directives that contradict or violate the spirit, letter, or intent of state laws as enacted by the legislature or vote of the people.

SECTION 3. The City Council of the City of South El Monte demands that Los Angeles County District Attorney George Gascon recognize the disproportionate impact of his directives on communities such as South El Monte, as such one size fits all approach neglects to understand that certain crimes impact quality of life differently based on the unique aspects of each community.

SECTION 4. For the reasons articulated above, the City Council of the City of South El Monte strongly affirms a vote of no confidence in Los Angeles County District Attorney George Gascon and hereby directs staff to transmit the resolution to applicable and interested offices and organizations.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 12th day of July 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. 22-56 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 12th day of July 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.e.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND OF APPROVAL OF RESOLUTION NO. 22-57, APPROVING INTERIM CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY AND RENE SALAS

SUMMARY: Adoption of Resolution No. 22-57 would approve the employment agreement between the City and Rene Salas for Interim City Manager services.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-57, approving the employment agreement between the City and Rene Salas for Interim City Manager services.

FISCAL IMPACT: The fiscal impact of the appointment of the Interim City Manager is a salary of \$177,000, plus benefits consistent with the Deputy City Manager position that he previously held. The position of City Manager was budgeted and approved in the Fiscal Year 2022-23 Annual Budget.

DISCUSSION: The City Council appointed Rene Salas as Interim City Manager on June 28, 2022. Approval of the resolution included as Attachment "A" would confirm Mr. Salas' appointment as Interim City Manager and approve an Interim City Manager Employment Contract.

The terms and conditions of Mr. Salas's employment as Interim City Manager as set forth in the agreement are summarized below.

- Salary: \$14,750 per month (equivalent to \$177,000 annual salary)
- Benefits: Consistent with Mr. Salas's current benefits as Deputy City Manager.
- Right to reappointment to Deputy City Manager position: Mr. Salas would have the right to return to the Deputy City Manager position upon any of the following events:

- i) resignation by Mr. Salas;
- ii) termination of Interim City Manager agreement by the City without cause; or
- iii) appointment of a permanent City Manager.

Upon reappointment to the position of Deputy City Manager, Mr. Salas would be entitled to the same salary and benefits as he received prior to appointment to the position of Interim City Manager.

ATTACHMENT(S):

- A. Resolution No. 22-57
- B. Draft Employment Agreement

ATTACHMENT A

RESOLUTION NO. 22-57

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING AN INTERIM CITY MANAGER EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE
AND RENE SALAS

WHEREAS, the City Council of the City of South El Monte (hereinafter the "City Council") desires to appoint Rene Salas ("Employee") to serve as the City's Interim City Manager, effective June 28, 2022; and

WHEREAS, pursuant to South El Monte Municipal Code §2.08.020, the position of City Manager holds office at and during the pleasure of the City Council[;]" and

WHEREAS, Employee has the required qualifications and ability to serve as the City's Interim City Manager; and

WHEREAS, Employee desires to temporarily perform and assume responsibility for the provision of City Manager services to the City on an interim basis.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Council hereby confirms the appointment of Rene Salas as Interim City Manager effective June 28, 2022 at an annual salary of \$177,000 (\$14,750 per month). Mr. Salas will continue to receive benefits as set forth in the Deputy City Manager Employment Agreement effective September 22, 2020.

SECTION 3. The City Council hereby approves the Interim City Manager Employment Agreement between the City of South El Monte and Rene Salas, attached hereto.

SECTION 4. This resolution shall be effective immediately upon its adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of July, 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. 22-57 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 12th day of July 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

[DRAFT]

CITY OF SOUTH EL MONTE

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim City Manager EMPLOYMENT AGREEMENT (“Agreement”) is entered into the 12th day of July 2022, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (“City”) and Rene Salas, an individual (“Employee”).

R E C I T A L S

WHEREAS, it is the desire of the City Council of the City of South El Monte (hereinafter the "City Council") to appoint an individual to serve in the position of Interim City Manager; and

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

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

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

WHEREAS, the City requires the services of an Interim City Manager to perform the duties of the position of City Manager, which are set forth in Exhibit “A” to this Agreement; and

WHEREAS, Employee was appointed as Public Works Director for the City on September 5, 2017 pursuant to an Employment Agreement entered into on September 12, 2017; and

WHEREAS, Employee began serving as the City’s Interim Community Development Director on December 11, 2019 in addition to continuing to serve as Public Works Director; and

WHEREAS, effective September 22, 2020, Employee was appointed to serve as the City’s Deputy City Manager pursuant to the terms and conditions of an employment agreement between Employee and the City (the “Deputy City Manager Employment Agreement”); and

WHEREAS, based on Employee’s qualifications and ability, the City Council desires to employ Employee to serve as the Interim City Manager for the City effective June 28, 2022; and

WHEREAS, Employee desires to temporarily perform and assume responsibility for the provision of City Manager services to the City on an interim basis and upon the conclusion of his services as Interim City Manager he shall return to the performance of his duties as Deputy City

Manager pursuant to the terms and conditions of the Deputy City Manager Employment Agreement; and

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

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES

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

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

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

1.4 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands he is an "at-will" employee subject to summary dismissal without any right of notice or hearing, including any so-called *Skelly* hearing. Subject to Article 4.0

(entitled “Right to Reappointment to Deputy City Manager Position”), the City Council may terminate Employee as Interim City Manager at any time in accordance with Section 3.4 below.

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

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

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

1.8 Deputy City Manager Employment Agreement. Throughout its entire term and except as expressly provided herein, this Agreement shall supersede and take precedence over all provisions of the Deputy City Manager Employment Agreement. Upon the termination of this Agreement, Employee’s employment shall be subject to the terms and conditions of the Deputy City Manager Employment Agreement.

2.0 COMPENSATION

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee’s base compensation shall be Fourteen Thousand Seven Hundred and Fifty Dollars (\$14,750.00) monthly (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 CalPERS Reporting. Employee acknowledges that the City makes no representation, and Employee shall not rely on any representation, that the difference in compensation provided in this Agreement and the compensation provided in the Deputy City Manager Employment Agreement will be treated as “final compensation” under CalPERS regulations for purposes of calculating his CalPERS service retirement benefits.

3.0 TERM

3.1 Appointment Date. Employee was appointed Interim City Manager effective June 28, 2022, which date shall be deemed the effective date of this Agreement (“Effective Date”).

3.2 Term. The term of this Agreement shall begin on the Effective Date. This Agreement may be terminated at any time in accordance with Section 3.3 and 3.4, subject to Article 4.0 (entitled “Right to Reappointment to Deputy City Manager Position”). This Agreement may be extended for such an additional term(s) as Employee and Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least ten (10) business days’ advance written notice. In the event Employee terminates this Agreement, Employee shall automatically revert to the position of Deputy City Manager and shall thereafter be employed pursuant to the terms and conditions of the Deputy City Manager Employment Agreement. No severance shall be due to Employee in the event of Employee’s termination of this Agreement

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s), subject to Article 4.0 (entitled “Right to Reappointment to Deputy City Manager Position”) below. The City Council’s right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City’s Personnel Rules or past City practices related to the employment, discipline or termination of the City’s employees. Employee expressly waives any rights provided for the City Manager under the City’s Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager. No severance shall be due to Employee in the event of the City’s termination of this Agreement.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days’ written notice of the termination for cause and the facts and grounds constituting such cause. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) “abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City

Council may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and/or the services of Employee hereunder, then Employee shall have no right to revert to the position of Deputy City Manager.

(b) Termination by City Council Without Cause. The City Council may terminate Employee at any time without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management style, subject to Article 4.0 (entitled "Right to Reappointment to Deputy City Manager Position") below.

(c) Automatic Termination Due to Appointment of Permanent City Manager. This Agreement shall automatically terminate as of the effective date of the appointment of a permanent City Manager. In such event, Employee shall be reappointed to the position of Deputy City Manager as provided in Article 4.0 (entitled "Right to Reappointment to Deputy City Manager Position") below.

4.0 RIGHT TO REAPPOINTMENT TO DEPUTY CITY MANAGER POSITION

In the event this Agreement: i) is terminated by Employee as provided in Section 3.3, ii) is terminated by the City without cause as provided in Section 3.4(b), or iii) automatically terminates due to the appointment of a permanent City Manager as provided in Section 3.4(c), then Employee shall be reappointed to the position of Deputy City Manager and the terms and conditions of Employee's employment shall thereafter be as set forth in the Deputy City Manager Employment Agreement.

5.0 CONTINUATION OF BENEFITS

During the term of this Agreement, Employee shall continue to receive the same benefits he received as Deputy City Manager prior to the Effective Date of this Agreement, as set forth in the Deputy City Manager Employment Agreement.

6.0 EXPENSE REIMBURSEMENT

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

7.0 BONDS AND INDEMNIFICATION

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

of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

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

8.0 GENERAL PROVISIONS

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

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

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

To City:

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

To Employee:

Rene Salas
[On file with Human Resources Dept.]

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

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

8.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of

any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

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

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

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

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

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

8.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or has had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement

and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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

CITY OF SOUTH EL MONTE

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

EMPLOYEE

Rene Salas

EXHIBIT “A”

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

EXAMPLE OF DUTIES

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

- A. Maintains a proactive communication and positive work relationship with both elected officials and City staff.
- B. Ability to provide objective guidance and counsel along with creative and pragmatic alternatives to the Council.
- C. High expectation level to keep elected officials informed and aware of city operations and key projects.
- D. Provide operational leadership by employing strong management and administrative experience coupled with excellent interpersonal skills.
- E. Attend City Council meetings.
- F. Perform other duties as requested by the City Council.

EMPLOYMENT STANDARDS

Knowledge and Abilities:

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

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

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

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

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

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

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

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.



City Council Agenda Report

Agenda Item No. 9.a.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Colby Cataldi, Community Development Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-55, ORDERING A REPORT AND CALLING A HEARING FOR THE LEVY AND COLLECTION OF THE SEWER SERVICE FEE FOR FISCAL YEAR 2022-23

SUMMARY: City Council adopted Ordinance No. 1141 in 2010 establishing an annual Sewer Service Fee ("Fee") to ensure that necessary funding is accumulated and available to address the City's sanitary sewer system for replacements, upgrades, and major repairs. This is beneficial given that the City's General Fund does not have the capacity for such major capital requirements. Each year, the City Council must hold a public hearing to levy the Fee for the upcoming fiscal year on parcels within the City.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-55, ordering a Written Report and ratifying City staff's submission of a publication calling a public hearing on July 26, 2022 for the levy and collection of the Sewer Service Fee for fiscal year 2022-23.

FISCAL IMPACT: The calling for a report and a public hearing has no fiscal impact.

DISCUSSION: On July 27, 2010, the City Council adopted Ordinance No. 1141 (the "Ordinance") to establish a sewer service fee (the "Fee"), to authorize the City to levy the Fee on all parcels in the City to fund needed improvements and upgrades to the City's sanitary sewer system and to authorize the City to collect the Fee on the County of Los Angeles tax roll. The Ordinance provides for an annual inflation adjustment to the Fee.

California Health and Safety Code Section 5470 *et seq.* (the "Health and Safety Code") authorizes the City Council to elect to have the Fee collected in the same manner and at the same time as payments are made for property taxes for each property. As required by the Health and Safety Code, in each year that the City levies and collects the Fee on the tax roll, the City must prepare a report (the "Written Report") that contains a description of each parcel of real property to which the Fee is applicable (the "Identified Parcels") and the amount of the Fee for each Identified Parcel and must hold a public

hearing on the Written Report.

The proposed resolution orders preparation of the Written Report for fiscal year 2022-23 and sets July 26, 2022 as the date for a public hearing on the Written Report.

ATTACHMENT(S):

A. Resolution No. 22-55

ATTACHMENT A

RESOLUTION NO. 22-55

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL ORDERING REPORT FOR THE LEVY AND
COLLECTION OF THE SEWER SERVICE FEE FOR FISCAL
YEAR 2022-23 AND CALLING A PUBLIC HEARING
THEREON

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

Section 1. The City is empowered by the California Health and Safety Code Sections 5470 et. seq. (the “Code”) and Ordinance No. 1141 of the City Council of the City of South El Monte, adopted on July 27, 2010 (“Ordinance No. 1141”), to levy an annual sewer service fee (the “Fee”) and to have such Fee collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Section 2. California Health and Safety Code Sections 5470 et seq. (the “Health and Safety Code”) authorizes the City Council to elect to have the Fee collected in the same manner and at the same time as payments are made for property taxes for each property. As required by the Health and Safety Code, in each year that the City levies and collects the Fee on the tax roll, the City must prepare a report (the “Written Report”) that contains a description of each parcel of real property to which the Fee is applicable (the “Identified Parcels”) and the amount of the Fee for each Identified Parcel and must hold a public hearing on the Written Report.

Section 3. The City Council hereby orders the preparation of the Written Report for the Fee to be collected on the County of Los Angeles tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City for fiscal year 2022-23.

Section 4. The City Council sets July 26, 2022 at 6:00 p.m. as the date and time of a public hearing on the Written Report.

Section 5. The City Clerk is hereby ordered to provide notice of such public hearing as required by law.

PASSED, APPROVED AND ADOPTED this 12th day of July, 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. 22-55 was duly passed and approved by the City Council at a regular meeting of said Council held on the 12th day of July, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 11.a.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: DESIGNATION OF VOTING DELEGATE AND ALTERNATES,
LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE &
EXPO, SEPTEMBER 7-9, 2022, LONG BEACH, CALIFORNIA

SUMMARY: The League of California Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022, in Long Beach, California. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and up to two alternates.

RECOMMENDED ACTION: Staff recommends City Council appoint a Delegate and up to two Alternates to allow the City the right to cast one vote on matters pertaining to League policy.

FISCAL IMPACT: Funds have been budgeted for FY 22-23 in account #01-100-1010-5910 Conference/Seminars.

DISCUSSION: Each year at the annual conference business meeting (during the General Assembly), Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

ATTACHMENT(S):

- A. Letter, Annual Voting Procedures, and Voting Form



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



City Council Agenda Report

Agenda Item No. 11.b.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: LETTER FROM SOUTH EL MONTE AMERICAN YOUTH SOCCER ORGANIZATION (AYSO) REQUESTING A FACILITY FEE WAIVER, FIELD LIGHT FEE WAIVER, DAMAGE DEPOSIT WAIVER FOR THE USE OF DEAN L. SHIVELY PARK FIELD

SUMMARY: The South El Monte American Youth Soccer Organization (AYSO) is requesting three waivers totaling \$63,110. These include waivers of reservation fees of \$52,800, field light fees of \$9,810, and a damage deposit of \$500 for the use of Dean L. Shively Park to host their 2022/2023 soccer season's games and practices. The waiver of the reservation fees of \$52,800 is in compliance with the Facility Reservation Regulations and Fee Schedule. The requested waiving of the "non-waived" field lighting fees of \$9,810 and \$500 "non-waived" damage deposit are noncompliant with the Facility Reservation Regulations and Fee Schedule and have a financial impact on the City, if granted.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by AYSO in the amount of \$52,800, as it is in compliance with the Facility Reservation Regulations and Fee Schedule. The "non-waived" lighting fee request of \$9,810 and the "non-waived" damage deposit of \$500 are not recommended for approval. These two requests are not in compliance with the Reservation Regulations and Fee Schedule and have an unplanned financial impact on the City.

FISCAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$52,800.00. Following standard practice, AYSO will be responsible for all remaining costs including, but not limited to, light fees, insurance coverage, staff fees, and refundable damage deposits.

Since 2018, AYSO has paid the "non-waived" field lighting fees. This year, AYSO is also requesting the City Council to consider waiving the "non-waived" light fees for the

2022/2023 season, estimated at \$9,810. Should the "non-waived" lighting fees be approved, the City will be required to allocate \$9,810 from the General Fund reserve to pay for this unreimbursed cost, as the revenues normally paid would not be received. The waiving of the "non-waived" damage deposit leaves the City in a position of having to pursue reimbursement for potential damages rather than the deposit that would normally be collected.

Please find below facility reservation fee waiver details summarizing the fees associated with the request:

Fees Waived

Description	Units	Total
Shively Park Field Rental Fee	\$50.00 / Hour x 1,056 Hours	\$52,800.00

Total Fees Waived: \$52,800.00

Non-Waived Fees for Consideration

Description	Units	Total
Shively Park Damage Deposit	\$500.00	\$500.00
Shively Park Light Fees	\$30 / Hour x 327 Hours	\$9,810.00

Total Non-Waived Fees: \$10,310.00

These amounts may vary based on updates or further changes to the requested reservation. Any increase in the requested waiver amounts will require City Council approval and should be submitted in timely order by AYSO in a letter format.

The waiving of the field light fees will have a financial impact on the City. The \$9,810 estimated cost of the electricity consumed in the field lighting will not have the offsetting revenue that would normally be collected. This results in the need for a budget adjustment to recognize the lost revenue. The waving of a deposit places the City in a position to pursue reimbursement for any damages rather than through a deposit that has been collected.

DISCUSSION: The City has been a long-time sponsor and supporter of AYSO. This non-profit organization is composed of volunteers and serves the City by providing a soccer league for children between the ages of three (3) and sixteen (16). AYSO is requesting a fee waiver of \$52,800 for the use of Dean L. Shively Field to host their 2022/2023 season beginning August 1, 2022 to February 28, 2023 with practices Monday through Friday from 5:00 p.m. to 9:00 p.m. and games Saturdays and Sundays from 7:00 a.m. to 3:00 p.m.

AYSO is further requesting City Council to waive the "non-waived" light fees, an estimated amount of \$9,810 and a damage deposit of \$500. Since 2018, AYSO has paid the lighting fees and deposit. According to current City Council approved Facility Reservation Regulations and Fee Schedule, community partners and non-profit organizations are permitted a fee waiver request, which solely covers the facility reservation rental fee. All other fees related to the facility rental use such as, but not

limited to, staff time, insurance coverage, light fees, etc. are the responsibility of AYSO. In the event, the City Council approves the waiving of additional fees related to the reservation, for light fees and damage deposit, it is a deviation of the Facility Reservations Regulations and Fee Schedule and will result in the City incurring unplanned costs.

ATTACHMENT(S):

- A. AYSO Fee Waiver Request Letter
- B. AYSO Facility Reservation Application

ATTACHMENT A



AMERICAN YOUTH SOCCER ORGANIZATION

1530 Strozier Ave, South El Monte, CA 91733

(626) 201-7288 www.ayso908.org

June 20, 2022

City of South El Monte
Madam Mayor
And City Council

We would like to take this opportunity to thank you for your long term Support of AYSO here in South El Monte. We are a 100% Non Profit and rely on the Generosity of the City of South El Monte, to continue to provide quality soccer to in rich children lives. With Covid 19 still very active in our lives we will continue to strive in our efforts to bring back some normality to our community.

At this time, we would like to request a Waiver of 2022 – 2023 Season field and Lights cost.

Thank you for all you do for our community and the children of our City.

Sincerely
Lisa V. Ducharme, RC
Region 908
South El Monte/El Monte

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Lisa Duchmarn	Organization/Business: AYSO 908
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****
****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☐ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
			☐ Field
			☐ Picnic Area
			Shively Park
			☒ Field
			☐ Picnic Area
Date of Event:	8/1/22 to 2/28/23	Day(s):	Mon to Friday 5pm -9pm Sat & Sun: 7am -3pm
Purpose of Event/Function:	Youth Soccer League Practices and Games		
Reservation Time:	to	Set up Time:	to
Kitchen Hours:	to	Clean up Time:	to
Will the event be open to the public?	Yes		
Will there be entertainment?	No	If yes, what type?	
Will food be served?	No	If yes, name of caterer?	
Will alcohol be served?	No		
Portable Stage needed?	No		

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

Signature of Applicant: _____ Date: _____

----- OFFICE USE ONLY -----
☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: South El Monte American Youth Soccer Organization DATE OF USE: 8/1/22 to 2/28/23

FACILITY: Dean L. Shively Park Fields

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Field Rental Fee	\$ 50 Per Hour x 1,056 Hours	\$ 52,800.00
Field Light Fee	\$ 30 Per Hour x 327 Hours	\$ 9,810.00
Staff Fee	\$ _____ x _____ # Staff x _____ Hours	\$ 0.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ 0.00
Kitchen Fee		\$ 0.00
Clean Up Fee		\$ 0.00
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ 0.00
ABC Permit	Agency will provide	\$ 0.00
	TOTAL:	\$ 63,110.00

of Round Tables: 0

of Rectangle Tables: 0

of Chairs 0

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".
7. For events involving the general public, the applicant is required to procure Special Event Liability Insurance. The applicant shall furnish to the City appropriate certificates of public liability and property damage insurance in the amount of \$1,000,000.00 naming the City as an additional insured under the policy. Such insurance shall be maintained and kept in force during all such times that the applicant uses the City Facilities. All insurance certificates required above shall provide that such certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the City.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____



City Council Agenda Report

Agenda Item No. 11.c.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: LETTER FROM EL MONTE/SOUTH EL MONTE CHAMBER OF COMMERCE REQUESTING A FEE WAIVER FOR THE USE OF THE SOUTH EL MONTE COMMUNITY CENTER

SUMMARY: The El Monte / South El Monte Chamber of Commerce (Chamber) is requesting a fee waiver for the use of the South El Monte Community Center Amphitheater on Monday, July 25, 2022 from 10:00 a.m. to 3:00 p.m. to host a legislative luncheon featuring Senator Susan Rubio addressing the topic, "Retaining Business in California."

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the facility reservation fee waiver requested by the Chamber in the amount of \$250.00 and the "non-waived" fees including staff time, cleaning fee, and damage deposit in the total amount of \$960.00.

FISCAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fees in the amount of \$250.00 and the Chamber is responsible for all remaining costs including, but not limited, staff time, insurance coverage, and refundable damage deposits.

The Chamber is also requesting the City Council consider waiving the staff fee, cleaning fee, and damage deposit in the total amount of 960.00. If the "non-waived" fees are approved, the City will allocate \$960.00 from the general fund.

Please find below the facility reservation fee waiver details summarizing the fees associated with the request:

Fees Waived

Description	Units	Total
Amphitheater Rental Fee	\$50.00 Per Hour x 5 Hours	\$250.00

Total Fees Waived: \$250.00

Non- Waived Fees for Considerations

Description	Units	Total
Staff Fee	\$16.00 Per Hour x 2 staff x 5 Hours	\$160.00
Cleaning Fee	\$300.00	\$300.00
Damage Deposit	\$500.00	\$500.00
Insurance Coverage	Agency will provide	\$0.00

Total Non- Waived Fees: \$960.00

The amounts may vary based upon updates or further changes to the reservation. Any increase to the requested waiver amounts will require City Council approval and should be submitted in a timely order by the Chamber in a letter format.

DISCUSSION: In collaboration with the San Gabriel Valley Economic Partnership, the Chamber is planning to host a legislative luncheon featuring Senator Susan Rubio addressing the topic, "Retaining Business in California" at the South El Monte Community Center on Monday, July 25, 2022 at 12:00 p.m. The event will also feature a leading economist who will add insight to this very important topic.

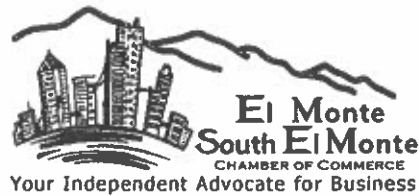
To host the event, the Chamber is requesting to use the South El Monte Community Center Ampitheater on Monday, July 25, 2022, from 10:00 a.m. to 3:00 p.m. and waive the facility rental fee in the amount of \$250.00.

In addition, the Chamber is also requesting the City Council to waive the staff fees, cleaning fee, and damage deposit in the total amount of \$960.00. According to the current City Council approved Facility Reservation Regulations and Fee Schedule, community partners and non-profit organizations are permitted a fee waiver request which solely covers the facility reservation rental fees. All other fees related to the facility rental use, but not limited to, staff time, cleaning fee, and damage deposits are the responsibility of the Chamber. It is up to the City Council's discretion to approve waiving a "non-waived" fee such as staff time, cleaning fee, and damage deposit.

ATTACHMENT(S):

- A. El Monte/ South El Monte Chamber of Commerce Fee Waiver Request Letter
- B. El Monte/ South El Monte Chamber of Commerce Facility Reservation Application

ATTACHMENT A



100
YEARS
1922-2022

July 6, 2022

Mr. Rene Salas
Interim City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, CA 91733

RE: Facility Fee Waiver – July 25, 2022

Dear Mr. Salas,

We respectfully request a facility fee waiver for the use of the South El Monte Community Center on July 25, 2022. The Chamber of Commerce will be hosting a legislative luncheon featuring Senator Susan Rubio addressing the topic, "Retaining Business in California". (Flyer attached) Also, we will have a leading economist who will add insight to this very important topic.

This event is in collaboration with the San Gabriel Valley Economic Partnership and a catered lunch will be provided. We will need access to the Community Center from about 10:00 am until 3:00 pm and expecting about 75-100 attendees.

We cordially invite the Mayor, City Council and staff to attend and be our guests.

Please call with any questions.

Thank you,

Ken Rausch
Chief Executive Officer

1903 N. DURFEE AVENUE, SUITE 4 • SOUTH EL MONTE, CA 91733
P.O. Box 5866 • EL MONTE, CA 91734

PHONE: 626.443.0180 FAX: 626.443.0463 CHAMBER@EMSEM.BIZ WWW.EMSEM.BIZ

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043
www.ci.south-el-monte.ca.us



APPLICANT INFORMATION

Name: Ken Rausch	Organization/Business: El Monte/ South El Monte Chamber of Commerce
Address:	City: Zip Code:
Home Phone:	Work Phone:
Cell Phone:	Email:

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

****APPLICANT MUST BE PRESENT AT ALL TIMES DURING THE EVENT****

****ALL EVENING PERMITS CONCLUDE AT 12:00 MIDNIGHT****

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☒ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event:	July 25, 2022	Day(s):	Monday
			Estimated Attendance: 100
Purpose of Event/Function:	Youth Soccer League Practices and Games		
Reservation Time:	9:00 am	to	3:00 pm
			Set up Time: 9:00 am to 11:30 pm
Kitchen Hours:		to	
			Clean up Time: 2:00 pm to 3:00 pm
Will the event be open to the public?	Yes		
Will there be entertainment?	No		
Will food be served?	Yes		
Will alcohol be served?	No		
Portable Stage needed?	No		

I, the undersigned, on behalf of the above named organization/business, do hereby agree to indemnify and hold harmless the City of South El Monte and any of its officers, agents or employees from any liability, claim or legal action for damages resulting from or in any way arising out of this application and agreement and will agree to abide and enforce the Rules, Regulations and Policies governing the facility set forth by the City of South El Monte. Said organization/business will accept all responsibility for any damage to premises, furniture, equipment or grounds resulting from use of facility.

I have read, signed and agree to comply with the Facility Rules and Regulations.

Signature of Applicant: _____ Date: _____

----- OFFICE USE ONLY -----
☐ APPROVED ☐ DENIED Recreation Services Designee _____ Date: _____

City of South El Monte Recreation Services Department

APPLCIANT NAME: El Monte / South El Monte Chamber of Commerce DATE OF USE: 7/25/22

FACILITY: Dean L. Community Center Amphitheater

FACILITY FEE WORK SHEET

The following fee schedule applies to general use of the facility. The City of South El Monte, other governmental entities, and South El Monte-recognized Community Service/Non-Profit Organizations may be granted priority use and may be exempt from fees.

****IMPORTANT INFORMATION****

NO CONFETTI OF ANY SORT IS PERMITTED – SET-UP IS ON YOUR OWN

NOTE: FLOORS ARE COVERED WITH CARPET

Building Rental Fee	\$ 50 Per Hour x 5 Hours	\$ 250.00
Staff Fee	\$ 16 Per Hour x 2 # Staff x 5 Hours	\$ 160.00
Security Guard Fee	\$ _____ x _____ # Guard (s) x _____ Hours	\$ 0.00
Kitchen Fee		\$ 0.00
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency will provide	\$ 0.00
Liquor Premiums		\$ 0.00
ABC Permit	Agency will provide	\$ 0.00
	TOTAL:	\$ 1,210.00

of Round Tables: 20

of Rectangle Tables: 6

of Chairs 150

Table and Chair Ratio

8 inch Round Table = 8 chairs

6x6 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____
Deposit(s): Date: _____	Receipt # _____	Payment \$ _____	Balance \$ _____

Security Deposit Refund:

Full refund: Yes _____ No _____

Invoice #: _____

Account#: _____

Reservation Info:

If No, reason:

Amount refunded: \$ _____ Warrant Request Made on: _____

CITY BUILDINGS POLICY AND PROCEDURES

City of South El Monte ("City") Facilities may be used for recreation, social, educational, or governmental functions. The City reserves the right to cancel any reservation at a moment's notice if the facility is needed by the City. However, reasonable effort will be made to relocate/reschedule the event. The City reserves the right of full access to all activities at any time during their occurrence to see that all rules, regulations, and City, State, and Federal Laws are not violated.

Facility use does not suggest City endorsement or sponsorship of any event. Applicant's publicity of event shall clearly and accurately identify the name of the sponsoring organization or individual.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPLICATION PROCESS:

1. Applicant must be at least 21 years of age. Proof of residency for City residents is required at time of application.
2. **A facility is not considered rented until (1) applicant delivers to the City the facility Rental Application and Agreement, rental fee, deposit(s), and any other items deemed necessary by the City; and (2) the City's Recreation Department Supervisor or his/her designee in his/her sole discretion, approves such rental in writing.**
3. The approval process takes a maximum of 14 working days. DO NOT advertise your event or print invitations prior to receiving written approval.
4. Reservations will not be accepted more than one year or less than 30 days in advance of date requested.
5. Time requested must include decorating, event and clean-up time.
6. Clean-up, Damage and Security deposits are due at time of application. Full fees must be paid 30 days prior to the event to avoid termination of application. Payments can be made by cash, check, money order, or credit card. Checks must be made payable to the "City of South El Monte".
7. For events involving the general public, the applicant is required to procure Special Event Liability Insurance. The applicant shall furnish to the City appropriate certificates of public liability and property damage insurance in the amount of \$1,000,000.00 naming the City as an additional insured under the policy. Such insurance shall be maintained and kept in force during all such times that the applicant uses the City Facilities. All insurance certificates required above shall provide that such certificates shall not be cancelled or materially changed without at least 30 days' prior written notice to the City.

APPLICANT RESPONSIBILITIES:

1. Applicant must be present during the entire event.
2. All activities must cease, and the facility completely vacated by 1:00 a.m. Amplified music must be terminated no later than 12:00 a.m. (midnight).
3. The group must appear within 30 minutes of time specified or permit will be cancelled and all fees forfeited.
4. Applicant cannot exceed the number attending on the application.
5. Activities for minors must be supervised by responsible adults on the ration of at least one adult for every 20 minors.
6. Applicant must secure services of at least two private security guards for supervision of teenage (ages 13-20) events. Security services will be added into total fees.
7. Groups using kitchen facilities shall furnish own dishes, silverware, cooking utensils, towels, soap, ice, serving trays, etc.
8. Applicant is responsible for facility clean-up. Facility must be left in a reasonably clean condition (as determined by the City) to receive a full deposit refund.
9. **Applicant must conduct a walkthrough of the facility with staff prior to and at the conclusion of the event to review the condition of the facility. The Facility Condition Report must be signed to receive a deposit refund.**
10. Applicant is responsible for the supervision of small children. They must remain in the reserved area.

DECORATIONS/SET-UP:

1. Staples, nails or any drilling are prohibited on all surfaces including walls, glass, tables, windows and doors.
2. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.
3. All decorations must be removed by the applicant at the conclusion of the event.
4. Applicant is responsible for own set-up and tear down. City staff will assist with tear down of City owned tables and chairs only.
5. Hay and confetti of any sort are prohibited.

PROHIBITED:

1. No alcoholic beverages (unless proper permits are obtained) or illegal substances are permitted on City property. Violation will result in the closure of the event and forfeiture of all fees.
2. Use of glass containers is prohibited at all facilities unless otherwise approved by the Recreation Services Supervisor or his/her designee.
3. Smoking is not permitted on City property.
4. No profane language or disorderly or unseemly conduct is permitted in any City facility.

PROHIBITED CONTINUED:

5. No advertisements, circulations or petitions, solicitations, nor entry fees are permitted without written approval from the City.
6. Guests may not take food into the hallways/restrooms or any other areas that are not rented.
7. No storage of private property is permitted on City premises.
8. City Facilities cannot be used for commercial purposes without written approval.
9. Bounce houses and petting zoos are not permitted on City facilities.
10. City equipment shall not be removed from any City facility.
11. No animals are permitted at the facility, with the exception of seeing-eye dogs, service animals, or animals pre-approved for use in special exhibits.
12. Applicant shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
13. Only D/J and small bands are allowed to play in the facility. **Staff will determined appropriate volume levels.**
14. The use of candles, open flame, smoke, bubble machines or fog machines is strictly prohibited.

REFUND OF SECURITY DEPOSIT:

1. Refund of security deposit will take approximately 2-6 weeks after the conclusion of your event, provided the City determines no deductions of the security deposit are necessary.
2. There will be a deduction from your security deposit for the following items: damage to floors, walls, or any other part of the facility, additional cleaning, repair or replacement, deviation from the rental agreement, extra staff time cost, or disturbances requiring law enforcement.
3. If Applicant violates any part of this agreement or reports false information to the City, the City may refuse applicant further use of the facility; and applicant shall forfeit a portion of or all of the rental fees and/or deposit.

CANCELLATION POLICY:

1. Reservations must be cancelled at least five days prior to event in order to receive full deposit refund
2. All other cancellations subject to a \$25 administration fee.

CANCELLATION, RULES AND REGULATION POLICY

I, the undersigned applicant, have read, understood, received a copy of, and agree to abide by and enforce the cancellation, rules, regulations, and policies governing this facility as set forth by the City of South El Monte. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature: _____ Date: _____



City Council Agenda Report

Agenda Item No. 12.a.

DATE: July 12, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Councilmember Manuel Acosta

1. Illegal Cannabis Fines - Increase the Fine for Illegal Cannabis Businesses Operating in the City of South El Monte to \$500,000. Responsible Parties to Include; Operator, Property Management, and Property Owner.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None