

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

September 13, 2022, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

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

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

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

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

Webinar ID: 865 8171 1880

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

LIVE STREAMING OF MEETINGS

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

AMERICANS WITH DISABILITIES ACT

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

GENERAL COMMENT

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

MEETINGS

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

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

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

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

VIEWING OF AGENDA PACKETS

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

ISSUES RELATED TO AGENDA

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

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

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

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manuel Acosta

3. INVOCATION

Pastor Benjamin Garrett, Faith Dominion Church

4. PRESENTATIONS - None

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

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

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker 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.

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 26, 2022 AND SPECIAL CITY COUNCIL MEETING MINUTES FOR AUGUST 2, 2022

Staff is requesting approval of Minutes for the July 26, 2022 Regular City Council Meeting and August 2, 2022 Special City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of July 26, 2022 and Special City Council Meeting of August 2, 2022.

7.b. - 7.d. next page.

CONSENT CALENDAR (CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-71, APPROVING WARRANTS FOR THE PERIOD OF JULY 27, 2022, THROUGH SEPTEMBER 13, 2022

Authorizing payment of City expenditures for the period of July 27, 2022 through September 13, 2022 totaling \$3,276,712.16.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-71, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF THE 2022 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRUBUTION OF LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

The Parks and Recreation Division is requesting approval of the 2022 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of the letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2022 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Council members' signatures, and distribution of the donation letters to the South El Monte business community.

7.d. ADOPTION OF ORDINANCE NO. 1259, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

At a regular City Council meeting on Tuesday, July 26, 2022 City Council waived first reading and introduced Ordinance No. 1259, amending the South El Monte Municipal Code regarding compensation of Councilmembers. California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent (5%) for each calendar year from the operative date of the last adjustment. The proposed amendment for the change in salary shall become effective when one or more councilmembers commences a new term on or about December 13, 2022.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1259, regarding the compensation of Mayor and Councilmembers.

7.e. and 7.f. next page.

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-72, 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 SEPTEMBER 13, 2022 THROUGH OCTOBER 12, 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. 22-72, 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 September 13, 2022 through October 12, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-72, 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 September 13, 2022 through October 12, 2022.

7.f. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-73, APPROVING ACCOUNTING POLICIES AS RECOMMENDED BY EXTERNAL AUDITORS

As a result of the completion of the June 30, 2021 Single Audit report covering financial statements and federal grant awards, it was identified by the external auditing firm, Vasquez & Company LLC, that there were improvement opportunities regarding implementing policies and procedures in three areas. These areas are capital assets, accounts receivables, and interfund activities. Based upon the recommendations received, the City developed policies and procedures following Generally Accepted Accounting Principles and best practices. These have been brought forward to the City Council for approval prior to implementation.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-73, approving the three proposed policies and procedures covering fixed assets, accounts receivables, and transactions be approved for implementation.

7.g. next page.

CONSENT CALENDAR (CONTINUED)

7.g. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-74, ADOPTING AND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SOUTH EL MONTE EMPLOYEES' ASSOCIATION (SEMEA)

The Memorandum of Understanding (MOU) between the City of South El Monte Employees' Association (SEMEA) for the period beginning July 1, 2022 and ending June 30, 2024 has been agreed to, subject to City Council approval.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-74, approving the MOU between the City of South El Monte and SEMEA..

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-75, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS LLC FOR CONTRACTUAL SERVICES

In March 2022, the City entered into an agreement with Townsend Public Affairs LLC (Townsend) for ongoing consulting services related to obtaining grant funding and legislative advocacy. The initial agreement was for a term of four months, ending June 30, 2022, with a provision to extend for an additional six-month period. Based upon the initial results, it was determined that entering into a one-year extension, with a City option for two additional one-year extensions, was a prudent course of action. This would allow Townsend to continue to work on grant funding opportunities that are currently in process, as well as further identify additional ones. The new agreement will cover the period from July 1, 2022 through June 30, 2023. In addition, the City has, at its option, the right to renew for an additional two one-year terms covering a twelve-month period covering the 1st day of July, 2023 through the 30th day of June, 2024 and the 1st day of July 2024 through 30th day of June 2025.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-75, approving Amendment No. 1 to agreement with Townsend Public Affairs LLC for consulting services related to grant funding and legislative advocacy.

9.b. and 9.c. next page.

GENERAL BUSINESS (CONTINUED)

9.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-76, APPROVING THE CITY OF SOUTH EL MONTE'S LOCAL ROADWAY SAFETY PLAN (LRSP)

For South El Monte to be eligible for Highway Safety Improvement Program (HSIP) Cycle 11 grant funds, the City must complete a Local Roadway Safety Plan (LRSP) or an equivalent of the LRSP, such as Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. The LRSP or its equivalent must be updated and validated at least every five (5) years. The preparation of the LSRP was funded by State grant funds and will support the City's future grant funding applications.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-76, approving the Local Roadway Safety Plan (LRSP). LRSP is a requirement for public agencies to be eligible to apply for future Highway Safety Improvements Program (HSIP) funding.

9.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-77, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION OF THE FERN STREET SIDEWALK INSTALLATION PROJECT BY GRIGOLLA & SONS CONSTRUCTION CO. INC.

The Fern Street Sidewalk Installation Project was completed in compliance with the plans and specifications by Grigolla & Sons Construction Co Inc. The project scope included construction of concrete sidewalk, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue. The final cost for the construction work completed by Grigolla & Sons Construction Co Inc. is \$70,499.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-77, accepting the improvements to the Fern Street Sidewalk Installation Project by Grigolla & Sons Construction Co. Inc.;
2. Authorize the City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

9.d. next page.

GENERAL BUSINESS (CONTINUED)

9.d. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-78, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 9 PROJECT

Kimley-Horn and Associates, Inc. has been selected by staff as the most responsive and qualified consultant to provide design services for various traffic signal improvements within the HSIP Cycle 9 Project. The HSIP Cycle 9 Project includes safety improvements at various signalized intersections, including hardware modifications to the traffic signal lenses, backplates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads. The project improvements will involve a total of eleven signalized intersections throughout the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-78, Awarding a professional services agreement to Kimley-Horn and Associates, Inc. for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project in the amount of \$56,526.94; and
2. Approve \$1,926.94 in Measure R Funds for the project design phase.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. Mayor Gloria Olmos

1. Sponsorship for Epiphany Catholic Church 2nd Annual Car and Bike Show.
2. Sponsorship for South El Monte High School Robotics Club.

13. CLOSED SESSION - None

14. ADJOURNMENT

Tuesday, September 27, 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 8th day of September 2022.

A handwritten signature in blue ink, reading "Donna G. Schwartz", with a long, sweeping flourish extending to the right.

City Clerk, CMC



City Council Agenda Report

Agenda Item No. 7.a.

DATE: September 13, 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 REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 26, 2022 AND SPECIAL CITY COUNCIL MEETING MINUTES FOR AUGUST 2, 2022

SUMMARY: Staff is requesting approval of Minutes for the July 26, 2022 Regular City Council Meeting and August 2, 2022 Special City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of July 26, 2022 and Special City Council Meeting of August 2, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

- A. July 26, 2022 Minutes
- B. August 2, 2022 Minutes

ATTACHMENT A

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 26, 2022 - 6:00 PM**

1. ROLL CALL

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

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

STAFF PRESENT: Rene Salas, Interim City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; 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. PLEDGE OF ALLEGIANCE – Councilwoman Gracie Retamoza led the Pledge of Allegiance.

3. INVOCATION – Ingrid Aguilar, Community Services Commissioner, offered the Invocation.

4. PRESENTATIONS:

4.a. Tom Love, General Manager, Upper San Gabriel Valley Municipal Water District presented a PowerPoint on Emergency Water Conservation Plan. Ed Chavez, Board President, introduced himself.

4.b. Mayor Olmos read a proclamation proclaiming the month of July as “Parks Make Life Better Month.”

4.c. 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.d. 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.

Mayor Olmos requested that all stop signs have solar lights with the orange reflective strip.

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

City Attorney Anthony R. Taylor read the title of Ordinance No. 1259 for item 7.f. and requested to pull item 7.g. from the consent calendar for discussion.

A motion was made by Councilmember Delgado, seconded Councilmember Angel to approve the agenda as amended with item 7.g. pulled for discussion. 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. Victor Manzo, Resident, voiced concern that a rumor was going around about the closing of the mobile home park where he resides and requested transparency from the City.
2. Mark Ramos, United Food & Commercial Workers Union, commented on the citizen initiative agenda item 7.g. and offered suggestions to City Council for the proposed ordinance on item 9.b. He stated he emailed a redlined ordinance to Mayor Olmos. City Council requested he email the redlined ordinance to the City Clerk for distribution to City Council.

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

7. CONSENT CALENDAR

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve the Consent Calendar except item 7.g. 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 July 12, 2022.
- 7.b.** Adopted Resolution No. 22-59, authorizing payment of City expenditures for the period of July 13, 2022, through July 26, 2022, totaling \$837,348.26.
- 7.c.** Adopted Resolution No. 22-60, authorizing the City Manager to execute a letter agreement to memorialize a temporary arrangement for meal service with Huntington Culinary.
- 7.d.** Adopted Resolution No. 22-61, approving the City's Title VI Program to reaffirm that the City meets the requirements set forth in the FTA's Title VI Circular 4702.1B.

- 7.e. Approved the Classification specification and corresponding compensation level for the Planning Manager and authorized to proceed with recruitment.
- 7.f. Waived first reading and introduced Ordinance No. 1259, regarding the compensation of Mayor and Councilmembers and set adoption of said ordinance at the next regular City Council meeting.

ITEM PULLED FROM THE CONSENT CALENDAR FOR DISCUSSION

- 7.g. **CONSIDERATION AND APPROVAL OF RESOLUTION NO 22-63, SUBMITTING AN INITIATIVE MEASURE THAT, IF APPROVED, PERMITS/REGULATES CERTAIN CANNABIS BUSINESSES, REGULATES PERSONAL CANNABIS USE, AND IMPOSES A 6% EXCISE TAX ON RETAIL SALES OF CANNABIS/EDIBLES TO THE NOVEMBER 8, 2022, GENERAL ELECTION; RESOLUTION NO. 22-64, AUTHORIZING DIRECT ARGUMENTS FOR AND AGAINST THE INITIATIVE MEASURE AND DIRECTING CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND RESOLUTION NO. 22-65, AUTHORIZING THE FILING OF REBUTTAL ARGUMENTS FOR SAID MEASURE**

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor presented the staff report and informed City Council that they have the authority to authorize certain Councilmembers to prepare a written argument for this initiative measure, which would be reflected as an amendment to Section 1 of Resolution No. 22-64.

Mayor Olmos and Mayor Pro Tem Acosta volunteered to be those Councilmembers that will prepare a written argument. Council concurred.

A motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta to submit the Measure without alteration to the voters at a general municipal election on November 8, 2022, and adopted Resolution Nos. 22-63, 22-64 as amended and to include the authorization for Mayor Gloria Olmos and Mayor Pro Tem Acosta to prepare a written argument and adopt Resolution No. 22-65. Motion carried 5-0 by the following vote:

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

8. PUBLIC HEARINGS

- 8.a. **CONSDERATION AND APPROVAL OF RESOLUTION NO. 22-62, APPROVING THE ANNUAL LEVY OF THE SEWER SERVICE FEE FOR FISCAL YEAR (FY) 2022-23**

Mayor Olmos announced the item.

Interim City Manager Rene Salas introduced Community Development Director Colby Cataldi who presented the staff report.

Mayor Olmos opened the public hearing, there being no public comment, closed the public hearing.

A motion was made by Councilmember Angel, seconded by Councilmember Delgado to adopt Resolution No. 22-62, approving the annual levy of the Sewer Service Fee for Fiscal Year 2022-23, at \$35.37 per sewer unit. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL TO REJECT BIDS AND REBID THE MERCED GREENWAY AVENUE PROJECT

Mayor Olmos announced the item.

Interim City Manager Rene Salas introduced Community Development Director Colby Cataldi who presented the staff report.

A motion was made by Councilmember Delgado, seconded by Councilmember Retamoza to approve to re-advertise the Notice Inviting Bids (NIB) for the Merced Avenue Greenway Improvements Project. 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. CCITY COUNCIL DISCUSSION AND DIRECTION CONCERNING POTENTIAL FUTURE CANNABIS REGULATIONS AND TAXES

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor presented the staff report.

City Council and City Attorney Anthony R. Taylor entered into a discussion regarding the options to adopt an ordinance to allow cannabis businesses in the city or the option to prepare a measure to be placed on the ballot for the November 8, 2022, Election. City Council voiced concern with the draft ordinance the City Attorney's office prepared for a ballot measure and how it closely related to another city's ordinance and not showing the benefits to the City of South El Monte.

City Attorney Anthony R. Taylor announced a special meeting would need to be held should City Council wish to proceed with the option to place a measure on the ballot.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel, to hold a special meeting on Tuesday, August 2, 2022, at 6:00 p.m. to discuss further.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the City's Concert in the Park, San Gabriel Valley Economic Partnership event, City's Farmers Market Grand Opening, and City's Movie in the Park.

Councilmember Retamoza announced her attendance at the City's Concert in the Park, City's Movie in the Park, and the City's Brunch Discussion for the Ongoing Creation of a Commission for the Advancement of Women and Girls.

Councilmember Delgado announced his attendance at the Greater Los Angeles County Vector Control District Meeting and the City's Farmers Market Grand Opening.

Councilmember Angel announced his attendance at City's Concert in the Park, City's Movie in the park, City's Farmers Market Grand Opening, and San Gabriel Valley Partnership event.

Mayor Olmos announced her attendance at the City's Concert in the Park, San Gabriel Valley Economic Partnership event, City's Farmers Market Grand Opening, City's Brunch Discussion for the Ongoing Creation of a Commission for the Advancement of Women and Girls, Vons Credit Union 73rd Annual Meeting, California Joint Powers Insurance Authority Conference, and announced SEAACA still has pets for adoption.

11. CORRESPONDENCE: None

12. COUNCILMEMBERS' AGENDA:

12.a. Councilwoman Gracie Retamoza

1. Discussion on Allowing Walk-In Hours for Planning and Building Department.

Councilwoman Retamoza spoke of complaints she has received from the public for being turned away by the Planning and Building Department at City Hall for not having an appointment.

Community Development Director Colby Cataldi announced Planning and Building Department will hold walk-in hours Monday through Thursday from 2:30 p.m. to 4:30 p.m. for those who do not have appointments.

13. CLOSED SESSION:

At 7:28 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

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

At 8:17 p.m. Mayor Olmos reconvened to open session.

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

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 8:17 p.m. to the Successor Agency meeting.

Mayor Olmos adjourned the Successor Agency meeting at 8:19 p.m.

Mayor Olmos reconvened the City Council meeting at 8:19 p.m.

15. ADJOURNMENT

There being no further business coming before this body, at 8:19 p.m. Mayor Olmos adjourned the meeting to a special meeting on Tuesday, August 2, 2022, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

ATTACHMENT B

**CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 2, 2022 - 6:00 PM**

1. ROLL CALL

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

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

ABSENT: Councilmember(s): Retamoza

STAFF PRESENT: Rene Salas, Interim City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; and Nancy Rodriguez, Recreation Specialist.

STAFF ABSENT: Paola Lara, Deputy City Clerk.

Mayor Olmos announced Councilmember Retamoza was ill and had an excused absence.

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

City Attorney Anthony R. Taylor announced there was an attachment to the Memorandum of Understanding for item 4.b. Additionally, there were revisions to pages 24, 51 and 52 of Ordinance No. 1260 for item 5.a. which were made available to City Council and to the public online.

City Attorney Anthony R. Taylor announced there was an urgency closed session item to be added to the agenda as item 6, Conference with Labor Negotiator Pursuant to Government Code Section 54957.6, City Negotiator: City Manager, for the South El Monte Employees Association.

A motion was made by Mayor Pro Tem Acosta, seconded Councilmember Angel to approve the agenda as amended with the addition of item 6, urgency closed session. Motion carried 4-0-1, by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Retamoza

3. PUBLIC COMMENT

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

4. CONSENT CALENDAR

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve the Consent Calendar. Motion carried 4-0-1 by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Retamoza

4.a. Adopted Resolution No. 22-66, 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 August 2, 2022 through August 31, 2022.

4.b. Adopted Resolution No. 22-67 approving the Memorandum of Understanding between the City of South El Monte and the South El Monte Executive Management Team Association.

GENERAL BUSINESS

5.a. CONSIDERATION AND APPROVAL OF RESOLUTIONS, SUBMITTING A CITY BALLOT MEASURE THAT, IF APPROVED BY THE VOTERS, WOULD REGULATE ILLEGAL AND LEGAL CANNABIS USES IN THE CITY AND TAX THE SAME; OR, ALTERNATIVELY, PROVIDE DISCUSSION AND DIRECTION ON A ILLEGAL AND LEGAL CANNABIS LAND USE ORDINANCE

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor presented the staff report and Robert Khuu, Attorney with Aleshire & Wynder, LLP, presented a PowerPoint on the proposed cannabis ballot measure.

Mayor Olmos opened public comment.

1. Mark Ramos, United Food & Commercial Workers Union, commented on the proposed ballot measure and ordinance and offered suggestions to City Council.

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

City Attorney Anthony R. Taylor read the title of Ordinance No. 1260.

Discussion ensued between City Council and City Attorney Anthony R. Taylor on the regulations for a city ballot measure, general business tax percentage, set back from any sensitive uses, and the number of cannabis businesses that would be allowed to operate.

Mayor Olmos recommended setting the general business tax at 10%. Mayor Pro Tem Acosta and Councilmember Angel concurred. Councilmember Delgado voted no.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to approve the ballot measure as amended: Shall the measure, permitting and thoroughly regulating limited cannabis retail businesses (1 adult-use/medical with option to add 1 adult-use/medical in the measure's second year), establishing a general tax at a maximum 8% of noncultivation cannabis business proceeds and \$15/square foot of cultivation space (with CPI increases) applicable to permitted/unpermitted businesses, generating approximately \$480,000 annually until ended by voters, for general City services (e.g., police, maintenance), be adopted?

Motion failed by 3-1-1 by the following vote:

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

Second motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta to approve the ballot measure as amended: Shall the measure, permitting and thoroughly regulating limited cannabis retail businesses (1 adult-use/medical with option of up to 3 total after the measure's 1st year), establishing a general tax at a maximum 8% of noncultivation cannabis business proceeds and \$25/square foot of cultivation space (with CPI increases) applicable to permitted/unpermitted businesses, generating approximately \$720,000 annually until ended by voters, for general City services (e.g., police, maintenance), be adopted?

Motion carried by 4-0-1 by the following vote:

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

City Attorney Anthony R. Taylor and Attorney Robert Khuu went through the ordinance with City Council for any changes or edits and any direction to sections 5.26.060(A) and 5.26.060(B) Maximum Number of Commercial Cannabis Operation Permits; 5.26.100(B) Change in Location; Transfer, Updated Application Information; 5.26.120(C)(1) and 5.26.120(C)(2) Retailer Operating Standards and Restrictions; 5.26.130 Community Benefit Agreement; 5.26.260 City Councilmember Conflicts of Interests; 3.40.020(A) and 3.40.020(B) Tax; 3.40.110 City Councilmember Conflicts of Interests; and edit the ordinance title.

A motion was made by Councilmember Delgado, seconded by Mayor Pro Tem Acosta to amend Ordinance No. 1260 as discussed, and authorize the City Attorney and the City Clerk to modify the accompanying resolutions accordingly. Motion carried by 4-0-1 by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Retamoza

City Council discussed the selection of a Letter Designation for the measure for submission to the County. There was a consensus to submit letter "C" as the first choice and "CC" as the second choice.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel, to approve Resolution No. 22-68, Resolution No. 22-69, and Resolution No. 22-70 as amended by the prior motions of the City Council.

Motion carried by 4-0-1 by the following vote:

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Retamoza

6. CLOSED SESSION

At 9:35 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

6.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: City Manager

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

At 9:47 p.m. Mayor Olmos reconvened to open session.

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

7. ADJOURNMENT

There being no further business coming before this body, at 9:48 p.m. Mayor Olmos adjourned the meeting in memory of Vin Scully, former Los Angeles Dodgers game broadcaster.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: September 13, 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. 22-71, APPROVING WARRANTS FOR THE PERIOD OF JULY 27, 2022, THROUGH SEPTEMBER 13, 2022

SUMMARY: Authorizing payment of City expenditures for the period of July 27, 2022 through September 13, 2022 totaling \$3,276,712.16.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-71, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-71
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 22-71

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF JULY 27, 2022, THROUGH SEPTEMBER 13, 2022,
TOTALING \$3,276,712.16

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	07/26/2022-09/13/2022	DFT0000226-276	\$19,419.25
FY 22/23				\$345,932.78
FY 21/22	Hand Typed Warrants	07/26/2022-09/13/2022	10702-10715, 10782- 10790, 10872-10886	\$69,436.35
FY 22/23				\$134,167.40
FY 21/22	Regular Warrants	07/26/2022-09/13/2022	10716-10781, 10791- 10871, 10887-10950	\$1,062,836.36
FY 22/23				\$1,061,126.51
Payroll	Check	PPE 07/23/2022	1118-1131	\$10,834.09
Payroll	Direct Deposit	PPE 07/23/2022	1898-2004	\$132,863.04
Payroll	Check	PPE 08/06/2022	1132-1146	\$11,825.61
Payroll	Direct Deposit	PPE 08/06/2022	2005-2117	\$146,493.78
Payroll	Check	PPE 08/20/2022	1147-1157	\$8,868.39
Payroll	Direct Deposit	PPE 08/20/2022	2118-2227	\$135,890.77
Payroll	Manual Check	PPE 08/26/2022	1158-1163	\$1,697.66
Payroll	Manual Check	PPE 09/03/2022	1164-1165	\$2,549.04
Payroll	Check	PPE 09/03/2022	1166-1174	\$7,698.72
Payroll	Direct Deposit	PPE 09/03/2022	2228-2333	\$125,072.41

TOTAL EXPENDITURES RESOLUTION NO. 22-71 \$3,276,712.16

PASSED, APPROVED, AND ADOPTED this 13th day of September 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. 22-71, 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 13th day of September 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 9/13/22

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	APR'22 TASK 1.3/2.1-2.3/2.5 #237 RETENTION	-184.97
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	APR'22 TASK 1.3/2.1-2.3/2.5 #237	1849.75
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	APR'22 TASK 1.3/2.1-2.3/2.5 #237 RETENTION	-1427.71
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	APR'22 TASK 1.3/2.1-2.3/2.5 #237	14277.1
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	MAY'22 TASK2.2-2.4/3.1-3.3 #237 RETENTION	-129.14
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	MAY'22 TASK2.2-2.4/3.1-3.3 #237	1291.42
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	MAY'22 TASK2.2-2.4/3.1-3.3 #237 RETENTION	-996.77
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	MAY'22 TASK2.2-2.4/3.1-3.3 #237	9967.72
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	JUN'22 TASK 1.3/2.1/2.3/2.5/3.1/3.2 #237	1625.79
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	JUN'22 TASK 1.3/2.1/2.3/2.5/3.1/3.2 #237 RETENTIC	-162.58
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	JUN'22 TASK 1.3/2.1/2.3/2.5/3.1/3.2 #237 RETENTIC	-1254.85
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10702	08/01/2022	JUN'22 TASK 1.3/2.1/2.3/2.5/3.1/3.2 #237	12548.53
68.0900.9000.5215	CARAHSOFT TECHNOLOGY CORPORATION	10703	08/01/2022	ACCELA RENEWAL YR2	37599.66
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10704	08/01/2022	PPE 7/23/22 DEFERRED COMP	5225
01.0170.1710.6025	POST ALARM SYSTEMS	10705	08/01/2022	DEPOSIT-ACCESS SVCS INSTALL	7245.36
01.0000.0000.2225	STANDARD INSURANCE	10706	08/01/2022	AUG'22 LIFE & AD&D	893.49
01.0000.0000.2224	STANDARD INSURANCE	10707	08/01/2022	AUG'22 LIFE & AD&D SUPP	527.86
01.0140.7020.5956	STEFAN HERNANDEZ	10708	08/01/2022	2022 BOOT ALLOWANCE	77
01.0100.1020.5912	TERESA TENORIO	10709	08/01/2022	WOMENS COMM EVT CATERING	2260.13
01.0100.1050.5215	TRANSFORMANCE CONSULTING	10710	08/01/2022	CLASS & COMP STUDY	15175
01.0100.1050.5215	TRANSFORMANCE CONSULTING	10710	08/01/2022	CLASS & COMP STUDY-FINAL	4552.5
01.0000.0000.2240	VONS CREDIT UNION	10711	08/01/2022	PPE 7/9/22	45
01.0000.0000.2240	VONS CREDIT UNION	10711	08/01/2022	PPE 7/23/22	45
01.0130.1330.5215	WINDSTREAM HOLDINGS, INC	10712	08/01/2022	6/18-7/17 CITY PHONES	5445.72
01.0170.1020.5956	LUIS VALENZUELA	10713	08/04/2022	CY2022 BOOT ALLOWANCE	200
01.0100.1020.5932	CHARTER COMMUNICATIONS	10714	08/04/2022	7/16-8/15 CABLE SVCS	299.59
01.0130.1330.5950	XEROX CORPORATION	10715	08/04/2022	JUL'22 COPIER LEASE	1547.99
01.0150.1515.5204	ALEJANDRO MIRAMONTES DE ANDA	10716	08/09/2022	JUL'22 PATRIOTIC MTG	100
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 GENERAL	11661.7
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 SPECIAL PJT	7105.1
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 LITIGATION	896
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 PERSONNEL	6608
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 PLANNING	1657.1
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 PW ENGINEERING	317.8
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 FINANCE	1553.8
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 CODE ENFORCEMENT	3563.9
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 SUCCESSOR AGENCY	308
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 HOUSING	728
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 ADDITIONAL SVCS	290.4
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10717	08/09/2022	JUN'22 EMERG RSPN #505	612.9
01.0151.1542.5499	AMAZON CAPITAL SERVICES, INC	10718	08/09/2022	BOXING GYM EQUIP	363.86
01.0130.1330.6015	AMAZON CAPITAL SERVICES, INC	10718	08/09/2022	OFFICE EQUIP-FINANCE	310.03
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10718	08/09/2022	CREDIT/RETURNED ITEM	-29.32
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10718	08/09/2022	FY23 BUDGET BOOK SUP	23.14
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	10718	08/09/2022	LAPTOP CAR CHARGER	20.94
01.0100.1040.5931	ARCHIVESOCIAL, INC.	10719	08/09/2022	SOCIAL MEDIA ARCHIVE SUB	2988
01.0151.1543.5952	ARIANA GUTIERREZ	10720	08/09/2022	FARMER MARKET BALLOON COLUMNS	125
01.0130.1330.5215	AT&T	10721	08/09/2022	6/10-7/9 BAN 1051741	436.25
01.0130.1330.5215	AT&T	10721	08/09/2022	6/12-7/11 BAN 1067917	25.04
01.0130.1330.5215	AT&T	10721	08/09/2022	6/15-7/14 BAN 1034755	26.48
01.0130.1330.5215	AT&T	10721	08/09/2022	6/15-7/14 BAN 1034756	52.41
01.0130.1330.5215	AT&T	10721	08/09/2022	6/22-7/21 BAN 1034752	27.3
01.0130.1330.5215	AT&T	10721	08/09/2022	6/28-7/27 BAN 1034753	27.03
01.0170.1770.5525	B&M LAWN & GARDEN CENTER	10722	08/09/2022	BLADE MOTOR	438.38
01.0000.0000.4554	BETTY MURILLO	10723	08/09/2022	7/23 MVD DEPOSIT RFND	50
01.0150.1515.5204	BLANCA M. FIGUEROA	10724	08/09/2022	JUL'22 PATRIOTIC MTG	100
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	10725	08/09/2022	JUN'22 BUSINESS LIC INSP	770
01.0130.1330.5215	CHARTER COMMUNICATIONS	10726	08/09/2022	7/7-8/6 INTERNET SVCS/YARD	137.97
02.0170.1760.5966	CITY OF EL MONTE-FINANCE DEPT.	10727	08/09/2022	JUN'22 #28 CNG FUEL	30.84
01.0100.1050.5936	CONCENTRA	10728	08/09/2022	NEW HIRES PHYS	438
01.0160.1650.5520	DOWNEY REFRIGERATION	10729	08/09/2022	ICE MACHINE REPAIRS/NTP	814.28
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	10730	08/09/2022	JUL'22 PEST CTRL-CCTR	69.18
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	10730	08/09/2022	JUL'22 PEST CTRL-CHALL	194.39
01.0151.1544.5430	EDUARDO MONJARAS	10731	08/09/2022	7/4 CELEBRATION STAFF MEAL	396
01.0000.0000.4508	ERICA ESTRADA	10732	08/09/2022	SUMMER CAMP RFND	80
01.0160.1650.5520	EWING IRRIGATION	10733	08/09/2022	IRRIGATION RPR SUP-NTP	334.99
01.0160.1650.5520	EWING IRRIGATION	10733	08/09/2022	TURF & HOSE ACCESSORY/NTP	183.56
01.0140.1100.5908	FEDEX	10734	08/09/2022	ARREST COURSE HANDBOOK DELIVER	45
01.0130.1310.5215	GOVINVEST INC.	10735	08/09/2022	FY21 GASB 68 VALUATION	1800
01.0170.1710.6025	GRAINGER	10736	08/09/2022	SUMP PUMP/CHALL	535.53
01.0170.1020.5406	GRAINGER	10736	08/09/2022	SCREW EXTRACTOR SET	51.51

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10737	08/09/2022	LIGHTS RIGID CONNECTOR/SCTR	25.28
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10737	08/09/2022	TOOLS FOR POOL	30.21
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	10737	08/09/2022	POWER STRIP/CHALL	31.89
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	10737	08/09/2022	DRINK'G FOUNTAIN RPR SUP	27.24
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	10737	08/09/2022	STORAGE ROOM BARREL BOLT	8.79
01.0160.1640.5520	HASA INC.	10738	08/09/2022	7/22 CHEMICAL DELIVERY	572.7
01.0160.1640.5520	HASA INC.	10738	08/09/2022	7/25 CHEMICAL DELIVERY	503.14
01.0160.1640.5520	HASA INC.	10738	08/09/2022	7/26 CHEMICAL DELIVERY	247.89
02.0170.1760.5540	JCL TRAFFIC SERVICES	10739	08/09/2022	REMER/MAXSON ST SIGNS	181.14
02.0170.1760.5540	JCL TRAFFIC SERVICES	10739	08/09/2022	RIVETS, NO PARKING SIGNS	277.28
02.0170.1760.5540	JCL TRAFFIC SERVICES	10739	08/09/2022	STREET SIGN ANCHORS	775.88
01.0151.1545.5210	JIM TULLIO	10740	08/09/2022	8/11 SUMMER CONCERT BAND	500
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10741	08/09/2022	JUN'22 INDUST WASTE SVCS	1120
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10741	08/09/2022	JUN'22 NPDES SVCS	7251.25
01.0170.1475.5215	JOHN L. HUNTER AND ASSOCIATES, INC.	10741	08/09/2022	JUN'22 USED OIL SVCS	1317.5
01.0000.0000.4554	JOHN MADERA	10742	08/09/2022	5/21 MVD DEPOSIT RFND	50
01.0110.1110.5635	L.A. COUNTY SHERIFF'S DEPT.	10743	08/09/2022	5/5-5/31 SPECIAL EVT	17576.89
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	10743	08/09/2022	JUN'22 LAW ENFORCEMENT	403973
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	10743	08/09/2022	JUN'22 LIABILITY INS	46312.68
01.0110.1110.5630	L.A. COUNTY SHERIFF'S DEPT.	10743	08/09/2022	JUN'22 GRANT/DEPUTY	17051.33
01.0110.1110.6015	L.A. COUNTY SHERIFF'S DEPT.	10743	08/09/2022	JUN'22 EQUIPMENT	387.5
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	10743	08/09/2022	6/27-6/30 SPEC. EVT SVCS	3821.06
01.0151.1541.5956	LAB1419	10744	08/09/2022	BBALL CAMP SHIRTS	776.05
01.0150.1540.5956	LAB1419	10744	08/09/2022	STAFF UNIFORM SHIRTS	275.63
01.0160.1660.5520	LBC LIGHTING	10745	08/09/2022	LIGHTS/BULBS-SHIVELY	582.67
68.0900.9000.6025	LIGHT & POWER INTERNATIONAL	10746	08/09/2022	REMOVE & INSTALL AQUA ROOF #252	44000
68.0900.9000.6025	LIGHT & POWER INTERNATIONAL	10746	08/09/2022	ROOFING/CHANGE ORDER #252	7750
01.0000.0000.4554	LOURDES SEGOUIS	10747	08/09/2022	7/17 MVD DEPOSIT RFND	50
01.0170.1020.5908	MAINTENANCE SUPERINTENDENTS ASSOCIA	10748	08/09/2022	MSA MBMRSHP-JOSE/BRIANNA/RAY	225
01.0170.1020.5908	MAINTENANCE SUPERINTENDENTS ASSOCIA	10748	08/09/2022	AUG'22 MSA TRAINING	135
01.0140.1440.5215	MAIQUES INSPECTION SERVICE	10749	08/09/2022	JUL'22 INSPECTION SVCS	4924.01
01.0000.0000.4554	MARIA C PANTOJA	10750	08/09/2022	7/23 AQUA DEPOSIT RFND	600
01.0130.1310.5908	MICHELLE TANG	10751	08/09/2022	7/26-7/27 TRAINING MILAGE REIM	55
01.0150.1515.5204	MIRNA IVETTE SANCHEZ	10752	08/09/2022	JUL'22 PATRIOTIC MTG	100
01.0150.1540.5431	MOTION PICTURE LICENSING CORP.	10753	08/09/2022	FY22/23 MOVIE LICENSE RENEW	999.11
01.0150.1515.5204	NAOMI LOPEZ	10754	08/09/2022	JUL'22 PATRIOTIC MTG	100
01.0151.1543.5952	PACIFIC COAST RACING TIMING	10755	08/09/2022	TURKEY DASH TIMING SYS DEPOSIT	1500
01.0100.1060.5914	PARMA	10756	08/09/2022	FY22/23 MEMBERSHIP RENEW	150
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	10757	08/09/2022	JUN'22 CODE CITATION SVCS	916.29
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	10757	08/09/2022	JUN'22 PSO CITATION SVCS	4170.71
01.0170.1740.6025	POST ALARM SYSTEMS	10758	08/09/2022	YARD CAMERAS SCISSOR LIFT RENT	1306.2
01.0151.1545.5210	PREMIER JANITORIAL SERVICES	10759	08/09/2022	6/9 SUMMER CONCERT RSTRM RENT	554.56
01.0151.1545.5210	PREMIER JANITORIAL SERVICES	10759	08/09/2022	6/23 SUMMER CONCERT RSTRM RENT	554.56
01.0151.1545.5210	PREMIER JANITORIAL SERVICES	10759	08/09/2022	7/14 SUMMER CONCERT RSTRM RENT	554.56
01.0150.1530.5406	QUENCH USA, INC.	10760	08/09/2022	JUL'22 WATER FILTER	59.96
01.0151.1545.5210	ROBERT TULLIO	10761	08/09/2022	8/11 SUMMER CONCERT BAND	500
01.0000.0000.4554	ROSA GUTIERREZ	10762	08/09/2022	7/16 MVD DEPOSIT RFND	50
01.0150.1515.5204	RUDY LOPEZ	10763	08/09/2022	JUL'22 PATRIOTIC MTG	100
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10764	08/09/2022	INFIELDS SUP-NTP	192.61
01.0140.1100.5406	SPARKLETTTS	10765	08/09/2022	JUL'22 WATER SVCS-PSO	40.92
01.0140.7020.5406	SPARKLETTTS	10765	08/09/2022	JUL'22 WATER SVCS-CODE	40.93
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10766	08/09/2022	JUN'22 MTNC TRAFFIC	902.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10766	08/09/2022	JUN'22 CALLOUT SIGNAL	1056.5
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10766	08/09/2022	TYLER/KLINGER SIGNAL RPR	5212.75
01.0151.1545.5210	STEVEN CHACON	10767	08/09/2022	8/11 SUMMER CONCERT BAND	500
01.0160.1650.5520	SUNBELT RENTALS, INC.	10768	08/09/2022	GAS CART/NTP	644.82
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	10769	08/09/2022	BREAD FOR C1/C2 PRGM	19.28
06.0300.3020.5430	SUPERIOR WAREHOUSE GROCERS	10769	08/09/2022	BREAD FOR C1/C2 PRGM	2.14
01.0100.1050.5936	TAG/AMS, INC.	10770	08/09/2022	RANDOM DRUG TEST	24
01.0100.1020.5912	THE SAUCE CREATIVE SERVICES CORP.	10771	08/09/2022	WOMEN COMM MTG SUP	3201.89
01.0150.1540.6015	TYLER TECHNOLOGIES, INC	10772	08/09/2022	PARK & REC CASHIERING SUB FEE	3273
01.0170.1720.5956	ULINE	10773	08/09/2022	BLACK FACE MASK #505	295.92
01.0170.1720.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-YARD	757.2
01.0160.1670.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-MVD	150.41
01.0160.1650.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-NTP	239.39
01.0160.1640.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-POOL	229.46
01.0160.1610.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-CCTR	156.94
01.0170.1710.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-CHALL	333.95
01.0160.1620.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-SCTR	91.18
01.0170.1720.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-YARD	1036.36
01.0160.1630.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-MCTR	202.03
01.0170.1720.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-YARD	123.04
01.0170.1720.5420	UNISHIELD	10774	08/09/2022	FIRST-AID ICE PACK	926.1
01.0170.1720.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-CHALL	808.02
01.0170.1710.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-CHALL	397.51
01.0160.1640.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-POOL	345.78
01.0160.1620.5520	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-SCTR	173.64
01.0160.1630.5420	UNISHIELD	10774	08/09/2022	FIRST-AID SUP-MCTR	207.49
01.0000.0000.4512	VACCO INDUSTRIES, INC.	10775	08/09/2022	BBALL FORFEIT REIMBURSE	60

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0000.0000.4554	VACCO INDUSTRIES, INC.	10775	08/09/2022	7/5,7/13 CCTR DEPOSIT RFND	500
01.0150.1540.5431	WATERLOGIC AMERICAS, LLC	10776	08/09/2022	JUL'22 WATER RENTAL	38.59
01.0170.1740.5435	WAXIE SANITARY SUPPLY	10777	08/09/2022	JANITORIAL SUPPLIES	2142.03
01.0170.1740.5435	WAXIE SANITARY SUPPLY	10777	08/09/2022	JANITORIAL SUPPLIES	786.92
01.0170.1740.5435	WAXIE SANITARY SUPPLY	10777	08/09/2022	JANITORIAL SUPPLIES	2713.25
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	FIELD RPR TOP SOIL-NTP	48.51
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	TOP SOIL-NTP	154.9
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	TOP SOIL & SEED-NTP	657.09
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	TOP SOIL/SEED-NTP	497.23
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	INFIELDS TOP SOIL/NTP	72.77
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	SPORT MIX/NTP	374.85
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	SPORT MIX/NTP	374.85
01.0160.1660.5520	WHITTIER FERTILIZER	10778	08/09/2022	SAND & SOIL/SHIVELY	538.02
01.0160.1650.5520	WHITTIER FERTILIZER	10778	08/09/2022	SFTBALL FIELD SEED/NTP	374.85
01.0160.1660.5520	WHITTIER FERTILIZER	10778	08/09/2022	SAND & SOIL/SHIVELY	138.92
02.0170.1760.5545	WINZER	10779	08/09/2022	GRAFFTI REMOVER	909.99
01.0000.0000.4554	YADIRA SALAS	10780	08/09/2022	7/9 MVD DEPOSIT RFND	50
01.0140.1430.5215	ZAMORA SERVICES	10781	08/09/2022	ECHO COMM NOTARY FEE	200
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10782	08/10/2022	JUL'22 TASK 2.2-2.4/3.1-3.2 #237	833.53
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10782	08/10/2022	JUL'22 TASK 2.2-2.4/3.1-3.2 #237 RETENTION	-83.35
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10782	08/10/2022	JUL'22 TASK 2.2-2.4/3.1-3.2 #237 RETENTION	-643.35
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10782	08/10/2022	JUL'22 TASK 2.2-2.4/3.1-3.2 #237	6433.52
68.0900.9000.5974	KOA CORPORATION	10783	08/10/2022	3/17-5/1 RUSH ST CORR #238	3494
68.0900.9000.5974	KOA CORPORATION	10783	08/10/2022	5/2-5/29 RUSH ST CORR #238	8980
68.0900.9000.5974	KOA CORPORATION	10783	08/10/2022	5/30-6/30 RUSH ST CORR #238	13122.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 THIENES/PARKWAY	26.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/12 1903 DURFEE	134.28
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/12 2018 DURFEE	219.29
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1222 PECK	298.02
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1109 PECK	214.73
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/12 11016 GOMEZ	26.86
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/15-7/18 2004 RSMD	27.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1502 PECK	276.1
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1628 DURFEE	262.95
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/12 1926 DURFEE	263.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	7/1-8/1 1900 CENTRAL	109.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/15-7/18 2218 RSMD	135.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	7/1-8/1 1415 SANTA	72.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1660 DURFEE	134.17
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1710 DURFEE	227.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/13-7/13 1675 DURFEE	160.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 1508 PECK	302.4
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10784	08/10/2022	6/10-7/11 FARDON-PECK	67.1
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	6/17-7/19 1450 LIDCOMBE	155.21
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	6/17-7/19 1900 CENTRAL	48.59
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	6/17-7/19 1824 CENTRAL	106
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	6/17-7/19 1530 CENTRAL	165.46
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	6/16-7/19 1556 CENTRAL	312.26
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	6/17-7/19 1500 CENTRAL	1454.3
01.0170.1730.5705	THE GAS COMPANY	10785	08/10/2022	7/1-8/1 1415 SANATA	139.82
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	NOV'21 TASK 1.3 RETENTION #237	-34.82
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	NOV'21 TASK 1.3 RETENTION #237	-268.73
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	DEC'21 TASK 1.3/2.1 RETENTION #237	-185.83
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	DEC'21 TASK 1.3/2.1 RETENTION #237	-525.82
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	APR'22 TASK 1.3/2.1-2.5 RETENTION #237	184.97
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	APR'22 TASK 1.3/2.1-2.5 RETENTION #237	1427.71
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	MAY'22 TASK 2.2-2.4/3.1-3.3 RETENTION #237	129.14
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	MAY'22 TASK 2.2-2.4/3.1-3.3 RETENTION #237	996.77
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	JUN'22 TASK 1.3/2.1-2.5/3.1-3.2 RETENTION #237	162.58
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	JUN'22 TASK 1.3/2.1-2.5/3.1-3.2 RETENTION #237	1254.85
37.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	JUL'22 TASK 2.2-2.4/3.1-3.2 RETENTION #237	83.35
68.0900.9010.5215	ALTA PLANNING + DESIGN, INC.	10786	08/18/2022	JUL'22 TASK 2.2-2.4/3.1-3.2 RETENTION #237	643.35
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	10787	08/18/2022	AUG'22 ADMIN	1102
01.0000.0000.2245	CALIFORNIA TEAMSTERS LOCAL 911	10787	08/18/2022	AUG'22 MISC	414
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10788	08/18/2022	PPE 8/6/22 DEFERRED COMP	5225
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1556 CENTRAL	330.05
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1530 CENTRAL	290.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1415 SANTA	338.85
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1500 CENTRAL	2209.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 2000 SANTA	76.18
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 NE MERCED/SANTA	191.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 2022 CENTRAL	124.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 NW MERCED/SANTA	58.03
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1819 MERCED	208.19
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1652 TYLER	169.94
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1900 CENTRAL	155.39
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1824 CENTRAL	409.26
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1819 CENTRAL	246.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 LERMA/MILLET	312.43

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 10452 RUSH	102.58
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/16-7/19 2620 RSMD	157.42
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/16-7/19 2464 RSMD	144.15
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10789	08/18/2022	6/14-7/14 1707 MERCED	145.76
01.0150.1530.5952	BALTARAZ ESTRADA	10790	08/23/2022	8/23 PROM LUNCHEON ENTERTAINMENT	350
01.0000.0000.4554	ADRIANA GALVAN	10791	08/23/2022	7/30 MVD DEPOSIT RFND	50
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS, I	10792	08/23/2022	AUG'22 CLOUD SVCS #505	750
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS, I	10792	08/23/2022	AUG'22 OFFICE 365	3750
01.0130.1330.5215	ADVANCED MICROCOMPUTING CONCEPTS, I	10792	08/23/2022	AUG'22 MANAGED SVCS	12015
01.0160.1610.5520	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	WATER FOUNTAIN FILTER	215.35
01.0100.1010.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	COUNCIL ASSISTANT CHAIR	329.43
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	OFFICE SUPPLIES	132.72
01.0120.1210.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	OFFICE PRINTER	407.71
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	COVID RAPID TEST KIT#505	1693.8
14.0440.4410.5215	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	COUNCIL MTG STORAGE CABINET	275.56
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	SENIOR PRGM LUNCHEON DECOR	265.97
01.0100.1040.5922	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	NATIONAL NIGHT OUT GIVEAWAYS	715.26
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	OFFICE SUPPLIES	51.78
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	OFFICE SUPPLIES	132.28
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	AUGUST CRAFT SUP	134.46
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	OFFICE SUPPLIES	105.47
01.0160.1640.5520	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	TOWEL HOOK-POOL	28.64
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	DISHWASHER STOP PARTS	120.34
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	PROGRAM SUPPLIES	655.45
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	10793	08/23/2022	LABEL MAKER TAPES	79.96
01.0150.1540.5431	AQUA PURE DRINKING WATER	10794	08/23/2022	AUG'22 DRINK'G WATER/POOL	34.91
01.0170.1020.5406	AQUA PURE DRINKING WATER	10794	08/23/2022	JUL'22 DRINK'G WATER/YARD	74.99
01.0130.1330.5215	AT&T	10795	08/23/2022	7/2-8/1 BAN 1034750	27.72
01.0130.1330.5215	AT&T	10795	08/23/2022	7/6-8/5 BAN 1034754	27.4
01.0130.1330.5215	AT&T	10795	08/23/2022	7/7-8/6 BAN 1034746	27.45
01.0130.1330.5215	AT&T	10795	08/23/2022	7/7-8/6 BAN 1034747	28
01.0130.1330.5215	AT&T	10795	08/23/2022	7/7-8/6 BAN 1034748	27.45
01.0130.1330.5215	AT&T	10795	08/23/2022	7/7-8/6 BAN 1034751	30.65
01.0130.1330.5215	AT&T	10795	08/23/2022	7/10-8/9 BAN 1051741	436.25
01.0130.1330.5215	AT&T	10795	08/23/2022	7/12-8/11 BAN 1067917	29.68
02.0170.1760.5550	ATHENS SERVICES	10796	08/23/2022	AUG'22 SWEEPER SVCS	6140
01.0000.0000.4508	AUBREY RODRIGUEZ	10797	08/23/2022	SUMMER CAMP RFND	520
01.0170.1770.5525	AUTOZONE	10798	08/23/2022	RECEIVER W/ TOW HITCH	79.09
01.0170.1770.5525	AUTOZONE	10798	08/23/2022	#11 ARM CTRL, ENGINE OIL, FILTER	863.43
01.0170.1770.5525	AUTOZONE	10798	08/23/2022	#95 SEAT CUSHION	16.22
01.0170.1770.5525	AUTOZONE	10798	08/23/2022	#11 SWAY BAR LINK RTN	-41.48
44.0800.8010.5525	AUTOZONE	10798	08/23/2022	#16 BATTERY RTN	-22
01.0170.1770.5525	AUTOZONE	10798	08/23/2022	#11 STABILIZER LINK	46.03
01.0170.1770.5525	AUTOZONE	10798	08/23/2022	#2 BAD BATTERY RPLC	184.49
01.0170.1020.5515	BASE HILL, INC.	10799	08/23/2022	JUL'22 DISINFECT #505	22250
01.0170.1020.5515	BASE HILL, INC.	10799	08/23/2022	JUL'22 JANITORIAL SVCS	7339
01.0170.1750.5962	BISHOP CO.	10800	08/23/2022	PRUNING KNIFE	52.79
01.0170.1750.5962	BISHOP CO.	10800	08/23/2022	PRUNER & SAW	173.03
01.0000.0000.4554	BRIANNA MENA	10801	08/23/2022	7/30 MVD DEPOSIT RFND	100
01.0151.1545.5210	BRUCE MICHAEL SOTO	10802	08/23/2022	8/25 SUMMMER CONCERT BAND	1900
01.0151.1541.5499	BSN SPORTS LLC	10803	08/23/2022	PICKLEBALL NETS	795.96
01.0160.1620.5520	BUTLER CHEMICALS, INC.	10804	08/23/2022	CHEMICAL/SOFTNER-SCTR	196.98
01.0100.1010.5914	CALIFORNIA CONTRACT CITIES ASSOC	10805	08/23/2022	FY22/23 MEMBERSHIP	3800
01.0150.1540.5956	CALIFORNIA DESIGNS	10806	08/23/2022	AQUATIC UNIFORM SHIRTS	66
01.0100.1060.5825	CALIFORNIA JPJA	10807	08/23/2022	FY23 POLLTION LIAB. INS	2425
01.0100.1060.5815	CALIFORNIA JPJA	10807	08/23/2022	FY23 WORKERS COMP INS	548720
01.0120.1220.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10808	08/23/2022	7/1 NOTICE OF ELECTION	1135.52
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10808	08/23/2022	7/8 PUBLISH LEGAL NOTICE	556.66
01.0120.1210.5919	CALIFORNIA NEWSPAPERS PARTNERSHIP	10808	08/23/2022	7/14 PUBLISH LEGAL NOTICE	556.66
07.0190.1930.5968	CITY OF EL MONTE-FINANCE DEPT.	10809	08/23/2022	FERN/ELLIOT CONST. SHARE#254	363919.41
01.0120.1210.5931	CIVICPLUS, LLC	10810	08/23/2022	FY23 CIVIC CLERK AGENDA MGMT	14120
01.0100.1050.5936	CONCENTRA	10811	08/23/2022	7/20 NEW HIRE PHYS	438
01.0100.1050.5936	CONCENTRA	10811	08/23/2022	7/28 NEW HIRE PHYS	219
01.0160.1650.5520	CORONA CLAY COMPANY	10812	08/23/2022	ANGEL MIX DIRT/BASEBALL FIELDS	849.69
01.0160.1660.5520	CORONA CLAY COMPANY	10812	08/23/2022	ANGEL MIX DIRT/BASEBALL FIELDS	849.69
01.0160.1620.5520	DDC ELECTRIC SUPPLY, INC.	10813	08/23/2022	OUTDOOR LIGHT PLUGS	8.88
01.0000.0000.4508	DIANA RAMIREZ	10814	08/23/2022	SUMMER CAMP RFND	130
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	7/21 MILK/BREAD NUTR PRGM	102.87
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	7/21 MILK/BREAD NUTR PRGM	11.42
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	7/25 MILK/BREAD NUTR PRGM	141.23
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	7/25 MILK/BREAD NUTR PRGM	15.69
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	7/29 MILK/BREAD NUTR PRGM	87.05
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	7/29 MILK/BREAD NUTR PRGM	9.67
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	8/1 MILK/BREAD NUTR PRGM	177.48
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	8/1 MILK/BREAD NUTR PRGM	19.71
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	8/8 MILK/BREAD NUTR PRGM	150.28
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10815	08/23/2022	8/8 MILK/BREAD NUTR PRGM	16.69
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	10816	08/23/2022	JUL'22 PEST CTRL-YARD	144.14
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	10816	08/23/2022	JUL'22 PEST CTRL-CCTR	281.38

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1660.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	10817	08/23/2022	RSTRM RPLC LOCKS-SHIVELEY	114.66
01.0151.1544.5210	EL MONTE UNION HIGH SCHOOL DISTRICT	10818	08/23/2022	7/2 FIREWORK SHOW STAFF FEE	567
01.0170.1710.5520	EWING IRRIGATION	10819	08/23/2022	RESTROOM RPR-CHALL	60.4
01.0160.1650.5520	EWING IRRIGATION	10819	08/23/2022	PAINTS FOR NTP FIELDS	157.7
01.0160.1650.5520	EWING IRRIGATION	10819	08/23/2022	BASEBALL FIELDS SUP-NTP	1855.2
01.0160.1650.5520	EWING IRRIGATION	10819	08/23/2022	BASEBALL FIELD SUP-NTP	1660.84
01.0160.1650.5520	EWING IRRIGATION	10819	08/23/2022	BASEBALL FIELDS SUP-NTP	798.62
02.0170.1760.5540	EWING IRRIGATION	10819	08/23/2022	DURFEE BIKE LANE IRRIGATION RPR	478.98
01.0160.1650.5520	EWING IRRIGATION	10819	08/23/2022	FOAM WHISKER PLUG	250.88
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10820	08/23/2022	LANDSCAPE EQUIP CYCLE OIL	420.71
01.0140.7020.5215	GOGOVAPPS, INC	10821	08/23/2022	FY23 ANNUAL LICENSING	4380
01.0170.1770.5525	GOT PROPANE INC	10822	08/23/2022	FORKLIFE PROPANE	39.65
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	LIGHT BULBS-NTP	46.17
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	GAZEBO LIGHTS-SCTR	89.4
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	NUTS & BOLTS-POOL	33
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	LEAK RPR SUP-SCTR	21.43
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	LEAK RPR SUP-SCTR	50.35
01.0170.1020.5956	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	UNIFORM SUN HATS	28.58
01.0170.1720.5520	GRANT'S TRUE VALUE HARDWARE	10823	08/23/2022	SHED STORAGE KEYS	6.6
01.0150.1547.5215	HARRY WONG	10824	08/23/2022	FARMERS MARKET CONSULT-EXP. 6/2023	2600
01.0160.1640.5520	HASA INC.	10825	08/23/2022	7/13 CHEMICAL DELIVERY	830.26
01.0160.1640.5520	HASA INC.	10825	08/23/2022	8/1 CHEMICAL DELIVERY	492.42
01.0160.1650.5520	HASA INC.	10825	08/23/2022	8/3 CHEMICAL DELIVERY	52.88
01.0160.1640.5520	HASA INC.	10825	08/23/2022	POOL PARTS	644.49
01.0160.1640.5520	HASA INC.	10825	08/23/2022	8/8 CHEMICAL DELIVERY	492.42
01.0160.1640.5520	HASA INC.	10825	08/23/2022	8/9 CHEMICAL DELIVERY	187.13
01.0160.1640.5520	HASA INC.	10825	08/23/2022	4/12 CHEMICAL DELIVERY	186.53
01.0160.1640.5520	HASA INC.	10825	08/23/2022	4/13 CHEMICAL DELIVERY	127.93
06.0300.3010.5215	HUNTINGTON CULINARY	10826	08/23/2022	7/11-7/16 FRZN MEALS	3506.25
06.0300.3020.5215	HUNTINGTON CULINARY	10826	08/23/2022	7/11-7/16 FRZN MEALS	284.35
06.0300.3010.5215	HUNTINGTON CULINARY	10826	08/23/2022	7/18-7/23 FRZN MEALS	3391.25
06.0300.3020.5215	HUNTINGTON CULINARY	10826	08/23/2022	7/18-7/23 FRZN MEALS	272.25
06.0300.3010.5215	HUNTINGTON CULINARY	10826	08/23/2022	7/25-7/30 FRZN MEALS	3604
06.0300.3020.5215	HUNTINGTON CULINARY	10826	08/23/2022	7/25-7/30 FRZN MEALS	272.25
06.0300.3010.5215	HUNTINGTON CULINARY	10826	08/23/2022	8/1-8/6 FRZN MEALS	3492.25
06.0300.3020.5215	HUNTINGTON CULINARY	10826	08/23/2022	8/1-8/6 FRZN MEALS	200
01.0170.1710.5520	HYDRAULICS & GASKETS	10827	08/23/2022	SUMP PUMP PARTS	342.93
01.0170.1750.5962	JHM SUPPLY	10828	08/23/2022	LANDSCAPE SMALL TOOLS	93.45
01.0160.1650.5520	JHM SUPPLY	10828	08/23/2022	IRRIGATION RPR-NTP	386.02
01.0170.1750.5962	JHM SUPPLY	10828	08/23/2022	SMALL HAND TOOLS	189.46
01.0160.1610.5520	JOHNSTONE SUPPLY	10829	08/23/2022	#1&2 AC PARTS-CCTR	496.48
01.0160.1610.5520	JOHNSTONE SUPPLY	10829	08/23/2022	AIR FILTER-CCTR	135.34
01.0100.1050.5934	KENNETH RODRIGUEZ	10830	08/23/2022	LIVE SCAN REIMBURSE	20
02.0170.1760.5537	L.A. COUNTY DEPT OF PUBLIC WORKS	10831	08/23/2022	FY23 1ST QTR LIGHT MTNC	66500
01.0170.1720.5520	L.A. COUNTY FIRE DEPARTMENT	10832	08/23/2022	FY23 HAZ MAT PRGM-YARD	1818
01.0160.1640.5520	L.A. COUNTY FIRE DEPARTMENT	10832	08/23/2022	FY23 HAZ MAT PRGM-POOL	559
01.0170.1710.5520	L.A. COUNTY FIRE DEPARTMENT	10832	08/23/2022	FY23 HAZ MAT PRGM-CHALL	1022
44.0800.8010.5406	LANGUAGE NETWORK	10833	08/23/2022	TITLE VI RIGHTS TRANSLATION	387.8
01.0120.1220.5919	LANGUAGE NETWORK	10833	08/23/2022	BALLOT MEASURE TRANSLATION	125
01.0120.1220.5919	LANGUAGE NETWORK	10833	08/23/2022	BALLOT MEASURE TRANSLATION	156.25
01.0160.1620.5520	LBC LIGHTING	10834	08/23/2022	LIGHT BULBS-SCTR	32.74
01.0160.1650.5520	LEO'S UPHOLSTERY SUPPLIES	10835	08/23/2022	BACK STOP PADDING	500
01.0170.1020.5914	MAINTENANCE SUPERINTENDENTS ASSOCIA	10836	08/23/2022	MSA MEMBERSHIP	150
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	10837	08/23/2022	HOOD & DUCT CLEAN-SCTR	495
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	10837	08/23/2022	FIRE SYS SVCS-SCTR	308
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	10837	08/23/2022	FIRE SYSTEM SVCS-NTP	278
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	10837	08/23/2022	HOOD & DUCT CLEAN-NTP	425
01.0100.1010.5914	NALEO, INC.	10838	08/23/2022	NALEO MEMBERSHIP-DELGADO	150
01.0100.1010.5914	NALEO, INC.	10838	08/23/2022	NALEO MEMBERSHIP-ANGEL	150
01.0100.1010.5914	NALEO, INC.	10838	08/23/2022	NALEO MEMBERSHIP-OLMOS	150
01.0140.1440.5273	NATIONWIDE COST RECOVERY SERVICES, LL	10839	08/23/2022	JUL'22 FORECLOSURE SVCS	690
01.0150.1540.5956	ORIGINAL WATERMEN INC	10840	08/23/2022	AQUATIC UNIFORM SHORTS	150.88
01.0170.1720.5520	PACIFIC PRODUCTS AND SERVICES LLC	10841	08/23/2022	BARRICADE & CONES	956.42
01.0160.1610.5520	PACIFIC PRODUCTS AND SERVICES LLC	10841	08/23/2022	BARRICADE & CONES-CCTR	2996.04
01.0151.1543.5952	PARTY PRONTO	10842	08/23/2022	7/14 SUM CONCERT EQUIP RENT	1313
01.0151.1545.5210	PARTY PRONTO	10842	08/23/2022	7/28 SUM CONCERT EQUIP RENT	1313
01.0160.1610.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-MCTR	45.33
01.0160.1640.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-AQUA	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-NTP	45.33
01.0160.1670.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-MVD	45.33
01.0170.1710.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-CHALL	49
01.0170.1720.5520	POST ALARM SYSTEMS	10843	08/23/2022	SEPT'22 ALARM SVCS-YARD	126
01.0160.1620.5520	QUENCH USA, INC.	10844	08/23/2022	AUG'22 WATER FILTER	59.96
01.0170.1720.5956	RED DOT UNIFORMS	10845	08/23/2022	UNIFORM JACKETS	147.19
01.0150.1530.5956	RED DOT UNIFORMS	10845	08/23/2022	UNIFORM SHIRTS & JACKETS	132.19
44.0800.8010.5956	RED DOT UNIFORMS	10845	08/23/2022	UNIFORM SHIRTS & JACKETS	134
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	10846	08/23/2022	JUL'22 BUS PASSES	226

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0140.1430.5215	ROMO PLANNING GROUP, INC.	10847	08/23/2022	JUN'22 CONTRACT PLANNER	8970
01.0140.1430.5215	ROMO PLANNING GROUP, INC.	10847	08/23/2022	JUL'22 CONTRACT PLANNER	5117.5
01.0100.1050.5934	SAMUEL CERVANTES	10848	08/23/2022	LIVE SCAN REIMBURSE	25
01.0151.1541.5430	SCMAF-SAN GABRIEL VALLEY	10849	08/23/2022	SCAMF SWIM CHAMPIONSHIP	156
01.0151.1541.5430	SCMAF-SAN GABRIEL VALLEY	10849	08/23/2022	SCAMF SWIM MEET	154
01.0130.1310.5280	SECTRAN SECURITY INC.	10850	08/23/2022	AUG'22 ARMORED SVCS	174.45
44.0800.8010.5525	SIERRA MONROVIA CDJR, LLC	10851	08/23/2022	OEM ENGINE ASSEMBLY	9934.34
01.0170.1710.5520	SMARDAN SUPPLY	10852	08/23/2022	GALV 45% ELBOW-CHALL	9.34
01.0160.1610.5520	SMARDAN SUPPLY	10852	08/23/2022	ROYAL FV-CCTR	170.09
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10853	08/23/2022	SAND FOR NTP	148.18
01.0160.1650.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10853	08/23/2022	SUP TO STRIP FOOTBALL FIELD	104.96
01.0160.1670.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10853	08/23/2022	PLASTER SAND-MVD	68.36
44.0800.8010.5525	SRS AUTOMOTIVE	10854	08/23/2022	#26 LOW COMPRESSION CYLINDER	320.12
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10855	08/23/2022	JUL'22 MTNC TRAFFIC	771
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	10855	08/23/2022	JUL'22 CALLOUT SIGNAL	2276
01.0100.1050.5934	STELLA CASILLAS	10856	08/23/2022	LIVE SCAN REIMBURSE	20
68.0900.9000.6020	THE LED HID PLUG	10857	08/23/2022	#18 NEW EMERGENCY LIGHTS #411	3120.76
68.0900.9000.6020	THE LED HID PLUG	10857	08/23/2022	#32 NEW EMERGENCY LIGHTS #411	3120.76
01.0170.1770.6020	THE LED HID PLUG	10857	08/23/2022	#5 NEW EMERGENCY LIGHTS	3120.76
01.0170.1770.6020	THE LED HID PLUG	10857	08/23/2022	#33 NEW EMERGENCY LIGHTS	3120.76
01.0170.1770.6020	THE LED HID PLUG	10857	08/23/2022	#8 NEW EMERGENCY LIGHTS	3120.76
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAR'22 BLDG PLAN CK	57566.04
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	APR'22 COM.DEV CONTRACT SVCS	288
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	APR'22 BLDG PLAN CK	6485.94
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 GEN ENGINEER SVCS	15885
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 ENG PLAN CK	3254.83
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 BLDG PLAN CHECK	2970.08
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 LABOR COMPLIANCE #253	374
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 DOREEN TRAF ENG	90
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 2650 RSMD TRAF ENG	187.5
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 VACCO ST TRAF ENG	510
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 TYLER/CTER ENG REVIEW	2050
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 GEN ENGINEER SVCS	217.5
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	MAY'22 DURF/LINARD ENG	1402.5
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 GEN ENGINEER SVCS	15210
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 ENG PLAN CK	3607.63
01.0140.1440.5210	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 BLDG PLAN CK	3980.26
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 ADD'L STAFF REQUEST	341
02.0170.1760.5260	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 TRAFFIC SCOPING	125
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 LABOR COMPLIANCE #253	588.5
01.0140.1430.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 2200 RSMD DEV DISCUSSION	216
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 DURF/LINARD ENG SVCS	665
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10858	08/23/2022	JUN'22 CIVIC CTR LEGAL DESCP	1822.5
01.0100.1050.5934	TRUC LUONG	10859	08/23/2022	LIVE SCAN REIMBURSE	20
01.0130.1310.5215	TRUSAIC	10860	08/23/2022	AUG'22 ACA MONTHLY	1020
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	10861	08/23/2022	AR DATA CONVERSION	5000
92.0000.0000.6125	U.S. BANK	10862	08/23/2022	REFUNDING BOND ADMIN FEE	2010
01.0160.1610.5420	UNISHIELD	10863	08/23/2022	7/14 FIRST AID SUP-CCTR	273.41
01.0160.1650.5520	VALLEY FLOOD-LITE SERVICE, INC.	10864	08/23/2022	LIGHTS RPR-NTP	3327.29
01.0160.1660.5520	VALLEY FLOOD-LITE SERVICE, INC.	10864	08/23/2022	LIGHTS RPR-SHIVELY	6308.65
01.0170.1710.5520	WATER CHEMISTS.DIV. OF CCI CHEMICAL	10865	08/23/2022	JUL'22 H2O TREATMENT	200
01.0170.1740.5435	WAXIE SANITARY SUPPLY	10866	08/23/2022	JANITORIAL SUPPLIES	2560.67
01.0000.0000.4560	WENDY GUAN	10867	08/23/2022	SWIM LESSON RFND	125
02.0170.1760.5215	WEST COAST ARBORISTS, INC	10868	08/23/2022	7/16-7/31 ST. TREE MTNC	18741.5
01.0130.1330.5950	XEROX CORPORATION	10869	08/23/2022	AUG'22 COPIER LEASE	1547.99
01.0000.0000.4508	ZIXIAN TANG	10870	08/23/2022	SUMMER CAMP FIELD TRIP RFND	10
01.0170.1770.5525	ZOOM AUTO PARTS, INC	10871	08/23/2022	#11 TIRES RPLC & ALIGN	660
01.0100.1020.5912	ALTADENA CHAMBER OF COMMERCE	10872	08/25/2022	SOFI TOUR-G.OLMOS/R. ANGEL/R. SALAS	234
01.0000.0000.4554	EL MONTE/SOUTH EL MONTE JETS	10873	08/25/2022	GYM DEPOSIT RETURN	480
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/16 1402 LERMA	2738.31
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1819 CENTRAL	806.18
01.0170.1730.5705	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1450 LIDCOMBE	6130.35
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 THIENES/PARKWAY	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/12-8/9 1903 DURFEE	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/12-8/9 2018 DURFEE	224.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1500 CENTRAL	767.77
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1222 PECK	323.46
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1341 SANTA	38.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1109 PECK	220.27
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/12-8/9 11016 GOMEZ	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1502 PECK	278.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1628 DURFEE	265.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/12-8/9 1926 DURFEE	265.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1450 LIDCOMBE	427.79
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	8/1-9/1 1900 CENTRAL	109.12
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1530 CENTRAL	418.22
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	8/1-9/1 1415 SANTA	72.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1415 SANTA	798.5
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	6/24-7/26 1556 CENTRAL	352.92

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1660 DURFEE	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1710 DURFEE	229.24
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/13-8/10 1675 DURFEE	160.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 1508 PECK	269.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10874	08/25/2022	7/11-8/8 FARDON-PECK	77.8
01.0100.1020.5912	SKY 4 CHECK, INC.	10875	08/25/2022	EMPOWERING WOMEN FLYER #623	132.3
01.0100.1020.5912	WILKIES FLORIST	10876	08/25/2022	WOMEN EVT CENTERPIECES #623	200
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10877	08/29/2022	PPE 08/20/22 DEFERED COMP	5425
01.0000.0000.2224	STANDARD INSURANCE	10878	08/29/2022	SEP'22 LIFE & AD&D SUPP	370.86
01.0000.0000.2225	STANDARD INSURANCE	10879	08/29/2022	SEP'22 LIFE & AD&D	960.81
01.0000.0000.2240	VONS CREDIT UNION	10880	08/29/2022	PPE 8/20/22	45
01.0000.0000.2240	VONS CREDIT UNION	10880	08/29/2022	PPE 8/06/22	45
01.0100.1020.5932	CHARTER COMMUNICATIONS	10881	09/06/2022	8/16-9/15 CABLE SVCS	299.59
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	10882	09/06/2022	PPE 9/03/22 M. TANG FINAL	150
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 N CENTRAL	327.95
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 N CENTRAL	290.45
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 N SANTA ANITA	332.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 1500 CENTRAL	1997.06
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/14-8/11 IRR SANTA ANITA	68.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 N/E MERCED SANTA ANITA	191.47
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 1707 MERCED	76.88
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 2022 CENTRAL	127.16
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 MERCED N/W SANTA ANITA	68.21
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 1652 IRR TYLER	195.96
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 1900 CENTRAL	167.54
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 1824 CENTRAL	395.25
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 LERMA/MILLET	345.9
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 2004 IRR SANTA ANITA	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/18-8/15 2218 ROSEMEAD	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10883	09/06/2022	7/19-8/16 2464 ROSEMEAD	146.6
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10884	09/06/2022	7/18-8/15 1819 N MERCED	203.44
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10884	09/06/2022	7/18-8/15 1819 N MERCED	260.65
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10885	09/06/2022	7/19-8/16 2620 ROSEMEAD	160.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10885	09/06/2022	7/19-8/16 10452 RUSH	109.21
01.0170.1730.5705	SO CAL GAS	10886	09/06/2022	7/19-8/17 1450 LIDCOMBE	122.78
01.0170.1730.5705	SO CAL GAS	10886	09/06/2022	7/19-8/17 1900 CENTRAL AVE	45.62
01.0170.1730.5705	SO CAL GAS	10886	09/06/2022	7/19-8/17 1500 LIDCOMBE	985.4
01.0170.1730.5705	SO CAL GAS	10886	09/06/2022	7/19-8/17 1824 CENTRAL AVE	95.58
01.0170.1730.5705	SO CAL GAS	10886	09/06/2022	7/19-8/17 1530 CENTRAL AVE	147.63
01.0170.1730.5705	SO CAL GAS	10886	09/06/2022	7/19-8/17 1556 CENTRAL AVE	278.75
01.0170.1720.5956	AIRGAS USA, LLC	10887	09/06/2022	SAFTEY EQUIP/ PPE	649.64
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10888	09/06/2022	COVID 19 LEGAL SVCS 505	340.5
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	CI PGRM SUPPLIES	334.05
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	TONER CARTRIDGE	53.01
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	OFFICE SUPPLIES	43
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	OFFICE SUPPLIES	35.93
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	COFFEE SUP SCTR	402.62
01.0140.1430.5406	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	COM DEV DEPT SUPPLIES	14.32
01.0140.1440.5406	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	COM DEV DEPT SUPPLIES	50.14
01.0140.7020.5406	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	COM DEV DEPT SUPPLIES	47.59
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	10889	09/06/2022	ADVISORY MEETING SUPP	43.35
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10890	09/06/2022	AFTER SCHOOL PRGM SUP	180.69
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10890	09/06/2022	AFTER SCHOOL PRGM SUP	184.09
01.0150.1540.5431	AQUA PURE DRINKING WATER	10891	09/06/2022	AUG'22 DRINK'G WATER/POOL	50.87
01.0170.1720.5720	AQUA PURE DRINKING WATER	10891	09/06/2022	AUG'22 WATER SVCS/ YARD	192.41
01.0170.1720.5720	AQUA PURE DRINKING WATER	10891	09/06/2022	AUG'22 WATER SVCS/YAR	175.92
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10892	09/06/2022	PW UNIFORMS	100.88
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10892	09/06/2022	PW UNIFORMS	39.69
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10892	09/06/2022	PW UNIFORMS	199.45
01.0170.1020.5956	ARAMARK UNIFORM SERVICES, INC	10892	09/06/2022	PW UNIFORMS	223.71
01.0130.1330.5215	AT&T	10893	09/06/2022	7/15-8/14 BAN 1034755	28.57
01.0130.1330.5215	AT&T	10893	09/06/2022	7/15-8/14 BAN 1034756	56.61
01.0130.1330.5215	AT&T	10893	09/06/2022	7/22- 8/21 BAN 1034752	29.33
01.0140.1440.5215	BUREAU VERITAS NORTH AMERICAN INC.	10894	09/06/2022	JUL'22 BUSINESS LIC INSP	880
01.0130.1330.5215	CALIFORNIA COMMUNICATION	10895	09/06/2022	AUG'22 WIRELESS BRIDGE	680
01.0151.1542.5956	CALIFORNIA DESIGNS	10896	09/06/2022	STAFF UNIFORM BOXING TRAINERS	153.5
01.0100.1040.5922	CAPIO	10897	09/06/2022	MEMBERSHIP THRU 10/9/23	275
01.0000.0000.4554	CARLA VALLEJO	10898	09/06/2022	8/7 REFUND MVD/COM RM	50
01.0170.1710.5932	CHARTER COMMUNICATIONS	10899	09/06/2022	INTERNET SVCS/ 8/7-9/7	140.03
01.0000.0000.4560	Christine Gonzalez	10900	09/06/2022	CAMILIA GONZALEZ/ SESSION 5	60
02.0170.1760.5966	CITY EL MONTE	10901	09/06/2022	JUL'22 CNG FUEL	24.46
01.0000.0000.4554	Clarissa Armendariz	10902	09/06/2022	8/14 REFUND MVD/COM RM	50
01.0100.1050.5936	CONCENTRA	10903	09/06/2022	WORKERS COMP VISIT	166.82
01.0100.1050.5936	CONCENTRA	10903	09/06/2022	WORKERS COMP VISIT	149.56
68.0900.9080.5969	CR ASSOCIATES, INC.	10904	09/06/2022	JUN'22 CONTRACT SVC #140	3505
01.0000.0000.4560	Daniel Garcia	10905	09/06/2022	S6/ MATEO & MARSHALL GARCIA	70
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	10906	09/06/2022	AUG'22 PEST CTRL-YARD	144.14
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	10906	09/06/2022	AUG'22 PEST CTRL-CCTR	69.18
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	10906	09/06/2022	AUG'22 PEST CTRL-CHALL	194.39

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	10906	09/06/2022	AUG'22 PEST CTRL-SCTR	281.38
01.0151.1546.5406	EL MONTE PRINTING	10907	09/06/2022	TOY DRIVE APP	385.88
01.0100.1010.5914	EM/SEM CHAMBER OF COMMERCE	10908	09/06/2022	JUL-SEP'22 QTR DUES	2500
01.0120.1220.5919	EPOCH TIME, INC.	10909	09/06/2022	NOTICE OF NOMINEES/MEASURE	1198
01.0160.1650.5520	EWING IRRIGATION	10910	09/06/2022	IRRIGATION REPAIR/ NTP	442.41
01.0160.1640.5520	EWING IRRIGATION	10910	09/06/2022	CHORINE CONNECTORS	89.5
01.0170.1720.5520	EWING IRRIGATION	10910	09/06/2022	POWER EQUIP OIL	81.23
01.0160.1670.5520	EWING IRRIGATION	10910	09/06/2022	IRRIGATION SUPP/MVD	127.79
01.0170.1750.5520	EWING IRRIGATION	10910	09/06/2022	IRRIGATION SUPP/ DURF	520.46
01.0160.1670.5520	EWING IRRIGATION	10910	09/06/2022	IRRIGATION SUPP/MVD	362
01.0170.1750.5962	EWING IRRIGATION	10910	09/06/2022	TREE PLANTING TOOLS	209.36
01.0160.1640.5520	GRAINGER	10911	09/06/2022	HANDLES AQUAT CTR	56.84
01.0170.1760.5962	GRANT'S TRUE VALUE HARDWARE	10912	09/06/2022	BASIN WRENCH	15.39
01.0170.1710.5520	GRANT'S TRUE VALUE HARDWARE	10912	09/06/2022	SCREWS. NUTS. BOLTS/CHALL	14.74
01.0160.1640.5520	HASA INC.	10913	09/06/2022	4/12 CHEMICAL DELIVERY	186.53
01.0160.1640.5520	HASA INC.	10913	09/06/2022	4/13 CHEMICAL DELIVERY	127.93
01.0160.1640.5520	HASA INC.	10913	09/06/2022	6/6 CHEMICAL DELIVERY	394.34
01.0160.1640.5520	HASA INC.	10913	09/06/2022	7/6 CHEMICAL DELIVERY	179.02
01.0160.1640.5520	HASA INC.	10913	09/06/2022	8/16 CHEMICAL DELIVERY	270.03
01.0160.1640.5520	HASA INC.	10913	09/06/2022	8/17 CHEMICAL DELIVERY	537.31
01.0160.1640.5520	HASA INC.	10913	09/06/2022	8/23 CHEMICAL DELIVERY	51.88
01.0160.1640.5520	HASA INC.	10913	09/06/2022	8/25 CLORINE DELIVERY	438.82
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	10914	09/06/2022	Q1/22 SALES TAX AUDIT	1781.66
06.0300.3010.5215	HUNTINGTON CULINARY	10915	09/06/2022	8/8-8/13 CI & CN PGRM	3712.25
06.0300.3020.5215	HUNTINGTON CULINARY	10915	09/06/2022	8/8-8/13 CI & CN PGRM	272.25
06.0300.3010.5215	HUNTINGTON CULINARY	10915	09/06/2022	8/15-8/20 CI & AL PGRM	4064
06.0300.3020.5215	HUNTINGTON CULINARY	10915	09/06/2022	8/15-8/20 CI & AL PGRM	272.25
01.0170.1710.5520	INNER-COOL CORP	10916	09/06/2022	A/C REPAIRS/ CCTR	719.74
01.0170.1710.5520	INNER-COOL CORP	10916	09/06/2022	A/C PREVENTIVE MTNC	680
01.0160.1650.5520	JHM SUPPLY	10917	09/06/2022	IRRIGATION SUPP/ NTP	470.46
01.0120.1220.5919	LA OPINION, LA OPINION NEWSPAPER	10918	09/06/2022	NOTICE OF NOMINES PUBLISH	980
01.0120.1220.5919	LANGUAGE NETWORK	10919	09/06/2022	TRANSLATING NOTICE OF NOMINEES	312.5
01.0160.1640.5520	LESLIE'S POOL SUPPLIES INC.	10920	09/06/2022	AQUA TEST KITS/ZAPPIT	493.29
44.0800.8010.5215	NADA BUS, INC.	10921	09/06/2022	8/24 JOHN'S INCRED/CTR	735
01.0170.1710.5406	OFFICE DEPOT	10922	09/06/2022	OFFICE SUPPLIES	28.75
01.0150.1540.5406	OFFICE DEPOT	10922	09/06/2022	OFFICE SUPPLIES	284.19
01.0150.1540.5406	OFFICE DEPOT	10922	09/06/2022	OFFICE SUPPLIES	215.76
01.0170.1710.5406	OFFICE DEPOT	10922	09/06/2022	OFFICE SUPPLIES	972.75
01.0170.1710.5406	OFFICE DEPOT	10922	09/06/2022	OFFICE SUPPLIES	6.48
01.0151.1545.5210	PARTY PRONTO	10923	09/06/2022	8/11 SUMMER CONCERT EQUIP	1313
01.0140.7020.5215	PHOENIX GROUP INFORMATION SYSTEMS	10924	09/06/2022	JUL'22 CODE CITATION SVCS	456.7
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	10924	09/06/2022	JUL'22 PSO CITATION SVCS	2628.96
01.0160.1650.5520	POST ALARM SYSTEMS	10925	09/06/2022	SERVICE CALL AT NTP	382.52
01.0160.1640.5520	PREMIER JANITORIAL SERVICES	10926	09/06/2022	SHAMPOO/BODYWASH- POOL	436.59
01.0151.1545.5210	PREMIER JANITORIAL SERVICES	10926	09/06/2022	8/10 SUMMER CONCERT RSTRM RENT	554.56
01.0100.1040.5922	PRINT XPRESSIONS	10927	09/06/2022	TOTES/FARMERS MRKT	1979.38
01.0000.0000.4554	RAY SAUCEDO	10928	09/06/2022	8/28 MVD DEPOSIT REFUND	50
01.0151.1542.5914	SAMUEL CERVANTES	10929	09/06/2022	BOXING MEMBERSHIP RFND	122
01.0000.0000.4540	SERGIO LOPEZ	10930	09/06/2022	REFUND FOR SWIM TEAM	55
01.0100.1020.5914	SGV CITY MANAGERS' ASSOCIATION	10931	09/06/2022	FY22/23 MEMBERSHIP	55
01.0160.1670.5520	SMARDAN SUPPLY	10932	09/06/2022	SINGLE WATER INLET MVD	168.37
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	HATS/NAILS/ST DEPT	77.73
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	PLASTER SAND-SHV	148.18
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	PLASTER SAND- SHV	148.18
01.0160.1660.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	PLASTER SAND- SHV	148.18
01.0160.1640.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	PLASTER SAND/ NTP	74.09
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	CONCRETE SUPP	367.96
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	HARDWARE BUS STOP/ INSTL	74.35
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	10933	09/06/2022	HARDWARE BUS STOP/ INSTL	30.1
01.0140.1100.5406	SPARKLETTS	10934	09/06/2022	JULY'22 WATER SVCS	27.71
01.0140.7020.5406	SPARKLETTS	10934	09/06/2022	JULY'22 WATER SVCS	27.71
01.0000.0000.4554	Steve Natividad	10935	09/06/2022	RVS 8/13 MVD/COM RM	50
14.0440.4410.5215	STUDIO SPECTRUM, INC.	10936	09/06/2022	AUDIO EQUIP INSTALL/CHAMBERS	12023.83
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	10937	09/06/2022	JUN'22 CITATION REVENUE	5152.5
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	10937	09/06/2022	JUL' 22 CITATION REVENUE	4877
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	10937	09/06/2022	APR'22 CREDIT	-5208
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	10938	09/06/2022	NUTR PRGM TOTILLAS	30.22
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	10938	09/06/2022	NUTR PGRM TOSTADA/TORTILLAS	23.71
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	10938	09/06/2022	CI PGRM/ TOSTADAS	17.88
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	10938	09/06/2022	NUTR PRGM TOTRITALLS	14.76
01.0100.1050.5936	TAG/AMS, INC.	10939	09/06/2022	DRUG TEST FOR DRIVERS	154
01.0100.1050.5936	TAG/AMS, INC.	10939	09/06/2022	RANDOM DRUG TEST	109
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	10940	09/06/2022	AUG'22 NEWSLETTERS	4846.77
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	MAY'22 ADM #0407	500
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	MAY'22 PJT MGMT #294	8211
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	MAY'22 CON MGMT #112	4340
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	MAY'22 PJT MGMT/ATP	2954
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUN'22 LABOR COMPLIANCE #293	387.75
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUN'22 ADMIN FEES #407	250

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
38.0900.9000.5974	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUN'22 CONST MGMT #294	12667.9
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUN'22 PJT MGMT/LRSP	452.5
68.0900.9080.5974	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUN'22 PJT MGMT #140	7601.75
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUNE'22 CON MGMT #112	170
01.0170.1105.5215	TRANSTECH ENGINEERING, INC.	10941	09/06/2022	JUN'22 PJT MGMT/LABOR COMPL/ATP	1512.5
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	10942	09/06/2022	8/1 BANK REC ASSISTANCE	130
01.0000.0000.4554	VICTOR MANUEL REYES PAEZ	10943	09/06/2022	RVS 8/20 MVD/COM RM	100
01.0170.1710.5520	WATER CHEMISTS, DIV. OF CCI CHEMICAL	10944	09/06/2022	AUG'22 H2O TREATMENT	200
02.0170.1760.5215	WEST COAST ARBORISTS, INC	10945	09/06/2022	8/12-8/18 TREE TRIMMING	3985.2
01.0150.1530.5952	WINNER INTERNATIONAL INC.	10946	09/06/2022	HELIUM REFIL/ LUNCHEON	418.95
02.0170.1760.5545	WINZER	10947	09/06/2022	GRAFFITI REMOVER	1785.97
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 GENERAL	8470.2
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 SPECIAL PJT	16304.6
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 LITIGATION	280
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 PERSONNEL	6641.6
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 CODE ENFORCEMENT	1153.6
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 HOUSING	112
01.0100.1030.5215	ALESHIRE & WYNDER, LLP	10948	09/13/2022	JUL'22 ADDITIONAL SERVICES	3136
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10949	09/13/2022	8/15 MILK/ BREAD NUTR PRGM	243.78
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10949	09/13/2022	8/15 MILK/ BREAD NUTR PRGM	27.08
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10949	09/13/2022	8/22 MILK/ BREAD NUTR PRGM	261.45
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10949	09/13/2022	FOOD SUPPLIES FOR CII PRGM	29.05
01.0170.1710.5520	RC WINDOW AND DOOR	10950	09/13/2022	CHALL CHAMBERS EXTERIOR DOOR	3141.47
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000234	07/28/2022	PPE 7/23/22 PLAN 23047	1630.4
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000234	07/28/2022	PPE 7/23/22 PLAN 685	9429.33
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000234	07/28/2022	PPE 7/23/22 PLAN 27216	9845.76
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000235	07/29/2022	PPE 7/23/22 FEDERAL	17439.6
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000235	07/29/2022	PPE 7/23/22 MEDICARE	5719.14
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000235	07/29/2022	PPE 7/23/22 FICA	24454.38
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000236	07/29/2022	PPE 7/23/22 UITAX WTHD'G	571.47
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000236	07/29/2022	PPE 7/23/22 TNG WTHD'G	32.94
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000236	07/29/2022	PPE 7/23/22 STATE WTHD'G	5333.24
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000237	07/29/2022	PPE 7/23/22 CASE 2135289	720.46
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000237	07/29/2022	PPE 7/23/22 CASE 0980438	150
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000237	07/29/2022	PPE 7/23/22 CASE 1457313	603.5
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000237	07/29/2022	PPE 7/23/22 CASE 2163990	414.23
01.0170.1710.5916	QUADIENT LEASING USA, INC.	DFT0000239	08/08/2022	POSTAGE FOR METER	2000
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000240	07/28/2022	JUL'22 SUPP LIFE	1488.76
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000241	07/28/2022	JUL'22 LT DISABILITY	7649
01.0000.0000.2224	WASHINGTON NATIONAL INSURANCE CO	DFT0000242	07/28/2022	JUL'22 LIFE INSURANCE	1463.84
01.0150.1515.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	VETERAN YARD SIGNS	258.93
01.0150.1540.5956	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	AQUA STAFF UNIFORMS	291.24
01.0150.1540.5956	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	AQUA STAFF UNIFORMS	138.82
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	BIKE RIDE RAFFLE BIKE	108.05
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	BIKE RIDE STAFF BIKE	282.24
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	GENERATOR FUEL-SUM CONCERT	39
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	GENERATOR FUEL-SUM CONCERT	49
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	GENERATOR-SUM CONCERT	155.48
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	GENERATOR-SUM CONCERT	155.48
36.0360.3600.5976	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	HOMELESS FOOD ASSIST	218.97
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	PRGM SUPPLIES	394.77
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	PRGM SUPPLIES	154.2
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	SPECIAL EVT SUPPLIES	88.59
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	MOCKTAIL SOCIAL SUP	22.77
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	MOCKTAIL SOCIAL DECOR	34.78
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	COFFEE MAKER-NUTR PRGM	281.67
44.0800.8010.5956	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	DRIVERS UNIFORM PANTS	147.69
44.0800.8010.5956	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	DRIVER UNIFORM PANTS	56.21
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	DOTCOM COMP	40.33
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	CONCERTS FACEBOOK ADS	35
01.0100.1050.5918	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	PLANNING JOB AD	195
01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	JUN'22 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	5/3-6/2 CITY CELL SVCS	4424.4
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	5/3-6/2 TRAN CELL SVCS #414	83.35
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	5/3-6/2 TRAN DATA SVCS #414	50.3
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	5/3-6/2 TRAN CELL SVCS #414	250.06
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	5/3-6/2 TRAN DATA SVCS #414	150.9
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	SURVEY SPANISH TRANSLATE	125
01.0140.1430.5931	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	ICLOUD STORAGE SUB	2.99
37.0900.9010.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	LAWN SIGN RSMO BLVD #237	343.67
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/28 MTG W/ MAYOR MEAL	32.79
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/18 EMPD VIGIL FLOWERS	275
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/30 CREATE W/ CANVA TRAINING	25
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/16 WEBSITE DESIGN TRAINING	30
01.0170.1710.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/29 ALL STAFF MTG DONUTS	81.25
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/4-7/3 DIRECTV	153.99
01.0150.1530.5908	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/29 TRANSPORT TRAINING MEAL	65.95
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	ICLOUD STORAGE	4.99
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	7/19 LUNCHEON W/ SENATOR-RENE	50

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	7/19 LUNCHEON W/ SENATOR-OLMOS	50
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	APPLE CHARGERS	104.92
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/14 COUNCIL MTG MEAL	241.44
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/22 COUNCIL MTG MEAL	228.86
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/28 COUNCIL MTG MEAL	261.95
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/28 COUNCIL MTG MEAL SAVINGS	-10.48
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	HOTSPOT SVCS	55
01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	BOXING SUPPLIES	1389.65
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	BACKPACK DIST. SCHOOL SUP	2003.99
01.0151.1544.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY SUPPLIES	304.51
01.0151.1544.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY SUPPLIES	307.54
01.0151.1542.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY BOXING SANCTION FEE	380
01.0151.1544.5440	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY FOOD SUP	432.94
01.0151.1544.5440	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY FOOD SUP	82.92
01.0151.1544.5440	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY FOOD SUP	76.78
01.0151.1544.5440	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY ICE	61.65
01.0151.1544.5440	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY FOOD SUP	113.61
01.0151.1544.5440	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY FOOD SUP	676.76
01.0151.1544.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	4TH OF JULY SUPPLIES	400.27
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	7/8 SENIOR EXCURSION TICKETS	106.5
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	JULY CRAFT SUPPLIES	125.26
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	JULY CRAFT SUPPLIES	34.48
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	JULY BINGO PRIZES	32.46
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	LA TIMES SUBSCRIPTION	15.96
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	6/23-7/22 ZOOM CONF.	319.9
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	WOMEN COMM BRUNCH COOKIES #623	441.78
01.0120.1210.5908	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	9/13-9/16 TECHNICAL TRAINING	1500
01.0140.1100.5908	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	PSO PC832 HANDBOOK	37.73
01.0140.1430.5908	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	PC832 ARREST CLASS-JORGE	170
01.0140.1430.5931	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	FY23 ARCGIS USER LICENSE	700
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	PHOTOSHOP SUBSCRIPTION	9.99
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	7/19 CITY BRANDING TRAINING	25
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	COMM PROMOTE FACEBOOK ADS	73.68
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	SBV NEWS SUBSCRIPTION	10
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	BUG ZAPPER FOR KITCHEN	58.16
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	BLUETOOTH CABLE	33.04
01.0150.1530.5908	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	8/18.9/15 TRANSIT GRANTS TRAIN'G	450
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	SENIOR EXCURSION FLYER	2.99
01.0150.1547.5430	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	FARMERS MARKET BANNER	124.55
44.0800.8010.5908	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	8/18.9/15 TRANSIT GRANTS TRAIN'G	150
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	7/12 COUNCIL MTG MEAL	238.89
01.0100.1020.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	INTERIM CM NAME PLATE	21.45
01.0100.1020.5406	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	CM OFFICE FAN	33.89
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	WOMEN COMM PEN GIVEAWAY #623	242.44
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	WOMEN COMM EVT SUP #623	36.36
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	WOMEN COMM NOTEPAD GIVEAWAY #623	133.21
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	WOMEN COMM EVT TALBE COVER #623	253.89
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000243	08/08/2022	HOTSPOT SVCS-COUNCIL	220
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0000244	08/15/2022	AUG'22 TRACTOR LEASE	1694.67
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000245	08/09/2022	6/16-7/17 1556 CENTRAL	2847.07
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000246	08/09/2022	6/16-7/17 1530 CENTRAL	3224.51
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000247	08/09/2022	6/16-7/17 1415 SANTA	1711.95
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000248	08/09/2022	6/16-7/17 1824 CENTRAL	551.32
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000249	08/09/2022	5/23-7/21 9465 GARVEY	34.28
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0000250	07/29/2022	SCTR SUPPLIES	116.94
01.0150.1530.5952	WALMART COMMUNITY/GECRB	DFT0000250	07/29/2022	FATHERS DAY GIVEAWAY	132.4
01.0150.1540.5431	WALMART COMMUNITY/GECRB	DFT0000250	07/29/2022	CCTR SUPPLIES	116.93
36.0360.3600.5976	WALMART COMMUNITY/GECRB	DFT0000250	07/29/2022	HOMELESS PRGM FOOD	254.73
01.0130.1310.5215	CALPERS RETIREMENT	DFT0000251	08/15/2022	GASB 68 REPORTS-23047	350
01.0130.1310.5215	CALPERS RETIREMENT	DFT0000251	08/15/2022	GASB 68 REPORTS-27216	350
01.0130.1310.5215	CALPERS RETIREMENT	DFT0000251	08/15/2022	GASB 68 REPORTS-685	350
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000252	08/15/2022	PPE 8/6/22 PLAN 23047	1630.4
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000252	08/15/2022	PPE 8/6/22 PLAN 27216	9743.23
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000252	08/15/2022	PPE 8/6/22 PLAN 685	9382.27
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000253	08/12/2022	PPE 8/6/22 FEDERAL	19602.01
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000253	08/12/2022	PPE 8/6/22 FICA	26847.96
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000253	08/12/2022	PPE 8/6/22 MEDICARE	6278.88
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000254	08/12/2022	PPE 8/6/22 UITAX WTHD'G	527.27
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000254	08/12/2022	PPE 8/6/22 TNG WTHD'G	31.02
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000254	08/12/2022	PPE 8/6/22 STATE WTHD'G	6372.69
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000255	08/12/2022	PPE 8/6/22 CASE 2135289	720.46
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000255	08/12/2022	PPE 8/6/22 CASE 1457313	603.5
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000255	08/12/2022	PPE 8/6/22 CASE 0980438	150
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000255	08/12/2022	PPE 8/6/22 CASE 2163990	414.23
01.0000.0000.2223	HARTFORD INSURANCE	DFT0000256	08/15/2022	AUG'22 LT DISABILITY	6986.39
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	CHALL SUPPLIES	267.61
01.0170.1740.5520	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	STORAGE TOOL RACKS	164.96
06.0300.3010.5430	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	SENIOR NUTRITION PRGM SUP	97.71
01.0150.1530.6020	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	SENIOR SVCS EQUIPMENTS	288.56

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	MOVIE IN THE PARK SUP	352.24
01.0151.1543.5952	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	BIKE RIDE SUP/SPEC EVT TABLE	810.39
01.0151.1544.5440	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	4TH OF JULY FOOD SUP	311.88
01.0170.1710.5406	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	CHALL SUPPLIES	357.72
06.0300.3010.5430	SAM'S CLUB DIRECT	DFT0000257	08/08/2022	SENIOR NUTRITION PRGM SUP	142.32
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000258	08/18/2022	6/1-7/31 STREET LIGHTS	2797.65
02.0170.1760.6115	SOUTHERN CALIFORNIA EDISON	DFT0000258	08/18/2022	8/1 OBF INSTALLMENT	449.47
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000259	08/18/2022	5/17-7/31 STREET LIGHTS	3247.08
02.0170.1760.5725	SOUTHERN CALIFORNIA EDISON	DFT0000260	08/18/2022	6/1-7/31 STREET LIGHTS	2184.83
01.0000.0000.2260	STANDARD INSURANCE D2	DFT0000261	08/15/2022	AUG'22 DENTAL	5424.4
02.0170.1760.5966	US BANK VOYAGER FLEET SYS	DFT0000262	08/18/2022	6/25-7/24 VEHICLE FUEL	5706.5
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000263	08/15/2022	SEPT'22 VISION	653.2
01.0000.0000.2250	CALPERS	DFT0000264	08/23/2022	SEPT'22 ACTIVE HEALTH	60083.49
01.0100.1050.5941	CALPERS	DFT0000264	08/23/2022	SEPT'22 RETIRED ADMIN	17.27
01.0100.1050.5941	CALPERS	DFT0000264	08/23/2022	SEPT'22 ACTIVE ADMIN	198.28
01.0100.1050.5945	CALPERS	DFT0000264	08/23/2022	SEPT'22 RETIRED HEALTH	1043
01.0150.1540.5431	HOME DEPOT CREDIT SERVICES	DFT0000265	08/23/2022	PROGRAM SUPPLIES	206.89
01.0151.1543.5952	HOME DEPOT CREDIT SERVICES	DFT0000265	08/23/2022	SPECIAL EVTS SUPPLIES	84.27
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000265	08/23/2022	POOL CHLORINE	186.63
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000265	08/23/2022	CHALL AROMATIZER	12.63
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000265	08/23/2022	YARD BREAKER FOR LIGHTS	17.15
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000266	08/24/2022	7/18-8/15 1415 SANTA	1919.54
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000267	08/24/2022	7/18-8/15 1824 CENTRAL	868.08
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000268	08/24/2022	7/18-8/15 1556 CENTRAL	2870.93
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000269	08/24/2022	7/18-8/15 1530 CENTRAL	4063.73
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000270	08/25/2022	AUG'22 SUPP LIFE	1488.76
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000271	08/25/2022	AUG'22 COUNCIL PLAN 27216	114.54
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000272	08/26/2022	PPE 9/3/22 MEDICARE	5.44
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000272	08/26/2022	PPE 9/3/22 FICA	23.26
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000273	08/26/2022	PPE 08/20/22 FEDERAL	17388.28
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000273	08/26/2022	PPE 08/20/22 MEDICARE	5821.62
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000273	08/26/2022	PPE 08/20/22 FICA	24892.28
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000274	08/29/2022	PPE 9/03/22 TNG WTHD'G	0.19
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000274	08/29/2022	PPE 9/03/22 UITAX WTHD'G	3.19
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000275	08/26/2022	PPE 8/20/22 UITAX WTHD'G	453.63
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000275	08/26/2022	PPE 8/20/22 TNG WTHD'G	26.66
01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000275	08/26/2022	PPE 8/20/22 STATE WTHD'G	5507.79
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000276	08/26/2022	PPE 8/20/22 CASE 2135289	720.46
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000276	08/26/2022	PPE 8/20/22 CASE 0980438	150
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000276	08/26/2022	PPE 8/20/22 CASE 2163990	414.23
01.0000.0000.2270	EXPERT PAY - STATE DISBURSEMENT UNIT	DFT0000276	08/26/2022	PPE 8/20/22 CASE 1457313	603.5

Grand Total: 2,692,378.65

Authorization Signatures



Rene Salas, Interim City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: September 13, 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: CONSIDERATION AND APPROVAL OF THE 2022 "CHRISTMAS WISH TOY GIVEAWAY" EVENT DONATION LETTER, AUTHORIZATION TO INCLUDE THE CITY COUNCILMEMBERS' SIGNATURES, AND THE DISTRUBUTION OF LETTERS TO THE SOUTH EL MONTE BUSINESS COMMUNITY

SUMMARY: The Parks and Recreation Division is requesting approval of the 2022 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Councilmembers' signatures, and the distribution of the letters to the South El Monte business community.

RECOMMENDED ACTION: Staff recommends City Council approve the 2022 "Christmas Wish Toy Giveaway" donation letter, authorization to include the City Council members' signatures, and distribution of the donation letters to the South El Monte business community.

FISCAL IMPACT: The "Christmas Wish Toy Giveaway" donation letter has been budgeted in the Fiscal Year 2022/2023 General Fund Budget. The estimated cost to produce and distribute the donation letter is in the amount of \$1,857.00. Please find a chart below detailing the estimated cost.

Cost Associated with the Donation Letters

Item	Description and Units	Amount
Letter Supplies	Paper, Envelops, Labels	\$1,000.00
Postage	\$0.51 x 1680 Businesses	\$857.00
Total Cost		\$1,857.00

DISCUSSION: The City of South El Monte strives to provide families with the most entertaining and memorable holiday experience at the annual "Christmas Wish Toy

Giveaway" event. The goal is to enhance morale for the upcoming holiday season by rewarding needy families with joyful activities, a snow play area, and wrapped gifts for all the children in attendance. Contributions from local businesses will be utilized to purchase toys for registered children between the ages of two and thirteen and a warm meal for all in attendance.

The 2022 Christmas Wish Toy Giveaway event will be held on Saturday, December 17, 2022, from 12:00 p.m. to 6:00 p.m. at the South El Monte Community Center. The event is subject to change based on COVID-19 Pandemic restrictions at the time of the event.

Staff report prepared by: Jayson Perez

ATTACHMENT(S):

- A. 2022 Christmas Wish Toy Giveaway Donation Letter
- B. 2022 Christmas Wish Toy Giveaway Donation Form

ATTACHMENT A



CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
South El Monte, CA 91733
(626) 579-6540



September 13, 2022

Dear Community Partners:

The City of South El Monte strives to provide families with the most entertaining and memorable holiday experience at our annual "Christmas Wish Toy Giveaway" event. Our goal is to enhance morale for the upcoming holiday season by rewarding needy families with joyful activities and gifts for all the children in attendance.

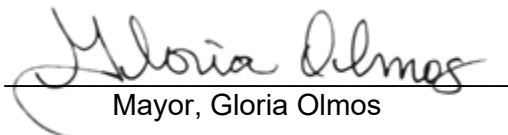
As the holiday season approaches, expectations in the children's hearts begin to rise. The City of South El Monte is seeking assistance from our business community to help spread a bit of holiday cheer to these needy families. Any monetary donation will be appreciated and used to purchase gifts for underprivileged children. We are also accepting any unwrapped, new toy donations that can be dropped off at the South El Monte Community Center located at 1530 Central Avenue.

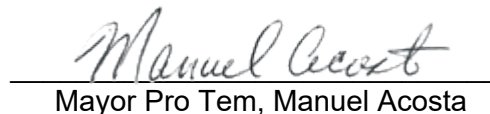
Please save the date of **Saturday, December 17, 2022, from 12:00 p.m. to 6:00 p.m.** for our annual Christmas Wish Toy Giveaway event. We invite you to come see the joy and happiness your donation brings to our families at the South El Monte Community Center.

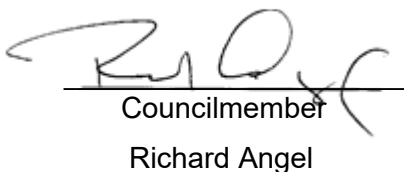
On behalf of the City of South El Monte and the families of our community, we would like to thank you in advance for your consideration. Should you have any questions regarding the "Christmas Wish Toy Giveaway" or any of the donation process please contact the Recreation Division at (626) 579-2043.

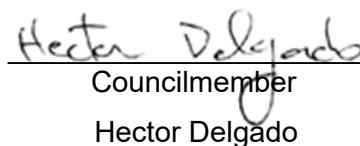
Thank you for your consideration, and we look forward to meeting you at the event.

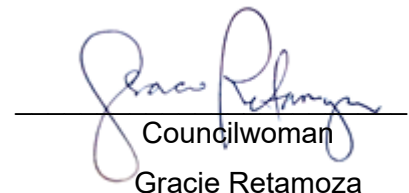
Sincerely,


Mayor, Gloria Olmos


Mayor Pro Tem, Manuel Acosta


Councilmember
Richard Angel


Councilmember
Hector Delgado


Councilwoman
Gracie Retamoza

ATTACHMENT B



City of South El Monte
Community Services Department



My Company/I wish to donate the following amount for the

“Christmas Wish Toy Giveaway”

Bringing joy to underprivileged families in our community.

Please accept my donation in the amount of:

\$50.00 _____ \$75.00 _____ \$100.00 _____
\$200.00 _____ \$500.00 _____ Other \$ _____

Company Name/ Person Name: _____

Address: _____

Phone: _____

Email: _____

Please Make Checks Payable to:
CITY OF SOUTH EL MONTE
Attention:
South El Monte Christmas Wish Toy Giveaway
1415 Santa Anita Ave.
South El Monte, CA 91733

Please mail back check and form in a different envelope than the one received in. Thank you.





City Council Agenda Report

Agenda Item No. 7.d.

DATE: September 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1259, AMENDING THE SOUTH EL MONTE MUNICIPAL CODE REGARDING COMPENSATION OF MAYOR AND COUNCILMEMBERS

SUMMARY: At a regular City Council meeting on Tuesday, July 26, 2022 City Council waived first reading and introduced Ordinance No. 1259, amending the South El Monte Municipal Code regarding compensation of Councilmembers. California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent (5%) for each calendar year from the operative date of the last adjustment. The proposed amendment for the change in salary shall become effective when one or more councilmembers commences a new term on or about December 13, 2022.

RECOMMENDED ACTION: Staff recommends City Council waive second reading and adopt Ordinance No. 1259, regarding the compensation of Mayor and Councilmembers.

FISCAL IMPACT: The Fiscal Impact will be included in the FY 2022/23. This includes the 5% increase per year for the years as stated in California Government Code Section 36516(a)(4) from the operating date of the last adjustment. The years stated will be 2016-2022, totaling a compounded 35%, with a cumulative increase of sixteen-thousand nine-hundred seventy-five dollars and forty cents. This increase will be incorporated into the Fiscal Year 2022-23 Annual Budget.

DISCUSSION: The last increase to the salary of councilmembers occurred on April 14th, 2015, with the adoption of Ordinance No. 1196.

ATTACHMENT(S):

A. Ord No. 1259 Approving Increase to Council Compensation

ORDINANCE NO. 1259

AN ORDINANCE OF THE CITY OF SOUTH EL MONTE
REGARDING COMPENSATION OF COUNCILMEMBERS
AND AMENDING THE SOUTH EL MONTE MUNICIPAL
CODE

RECITALS

A. California Government Code Section 36516(a)(4) provides that cities may increase the salary of councilmembers five percent for each calendar year from the operative date of the last adjustment.

B. California Government Code Section 36516.5 allows for an increase in compensation for the entirety of the Council “whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.” The new term of office for newly elected council members (after the November election) will begin on December 13, 2021.

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

Section 1. The Council hereby deletes and replaces in its entirety Subsection B of Section 2.04.160 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the South El Monte Municipal Code relating to councilmember salary to read as follows:

“B. Effective on or about December 13, 2022, the monthly salary for each member of the city council shall be one thousand-one-hundred thirty-three dollars and forty-three cents.”

Section 2. The change in salary shall become effective when one or more councilmembers commences a new term on or about December 13, 2022.

Section 3. The City Clerk shall attest and certify to the passage and adoption of the Ordinance.

PASSED, APPROVED, and ADOPTED this 13th day of September 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

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

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Ordinance being Ordinance No. 1259, was duly passed and approved by the City Council of the City of South El Monte, at a regular meeting of said Council held the 13th day of September 2022 and that said Ordinance was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.e.

DATE: September 13, 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. 22-72, 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 SEPTEMBER 13, 2022 THROUGH OCTOBER 12, 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. 22-72, 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 September 13, 2022 through October 12, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-72, 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 September 13, 2022 through October 12, 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 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; Resolution No. 22-39 adopted June 14, 2022 for the period of June 14, 2022 through July 13, 2022; Resolution No. 22-54 adopted July 12, 2022 for the period of July 12, 2022 through August 10, 2022; and Resolution No. 22-66 adopted August 2, 2022 for the period through August 31, 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. 22-72

RESOLUTION NO. 22-72

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
SEPTEMBER 13, 2022 THROUGH OCTOBER 12, 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) October 12, 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 13th day of September, 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. 22-72, 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 13th day of September, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.f.

DATE: September 13, 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. 22-73, APPROVING ACCOUNTING POLICIES AS RECOMMENDED BY EXTERNAL AUDITORS

SUMMARY: As a result of the completion of the June 30, 2021 Single Audit report covering financial statements and federal grant awards, it was identified by the external auditing firm, Vasquez & Company LLC, that there were improvement opportunities regarding implementing policies and procedures in three areas. These areas are capital assets, accounts receivables, and interfund activities. Based upon the recommendations received, the City developed policies and procedures following Generally Accepted Accounting Principles and best practices. These have been brought forward to the City Council for approval prior to implementation.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-73, approving the three proposed policies and procedures covering fixed assets, accounts receivables, and transactions be approved for implementation.

FISCAL IMPACT: There is no fiscal impact on the implementation of the proposed policies and procedures.

DISCUSSION: The City exceeded the \$750,000 Federal Grant expenditure threshold during the fiscal year ending June 30, 2021. The City's total expenditures were \$1,275,411, which consisted of 13 Federal Grants. As a result, the external auditors, Vasquez & Company, LLC, performed a separate organization-wide financial statement and federal grant awards audit. This type of audit is referred to as a Single Audit. A Single Audit is where a professional auditor goes over a grantee's financial management processes, including its financial management system and its compliance with federal grant requirements. It is known as a Single Audit because it combines into one audit all of a grantee's federal grants. During the course of the City's Single Audit, recommendations were made to improve operations. Three recommendations involved the need to develop written policies and procedures where they previously were not memorialized and existing practices required strengthening. The three areas identified

were capital assets, accounts receivables, and Interfund activities. Finance staff developed the policies and procedures following the guidance provided by the external auditors. The City has developed policies and procedures that provide increased accountability and follow best practices. They have been attached as part of this report. Each year, the City's policies and procedures are re-examined by the external auditors for compliance and to ensure operations are being run efficiently and effectively. Should there be any subsequent changes to the policies and procedures, they will be brought back to City Council for review and approval.

ATTACHMENT(S):

- A. Resolution No. 22-73
- B. Capital Asset Policy
- C. Accounts Receivable Policy and Procedures
- D. Interfund Activity Policy

ATTACHMENT A

RESOLUTION NO. 22-73

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL APPROVING POLICIES AND PROCEDURES FOR
CAPITAL ASSETS, ACCOUNTS RECEIVABLES, AND
INTERFUND ACTIVITIES

WHEREAS, during the course of the Single Audit for the fiscal year ending June 30, 2021 the external auditors, Vasquez & Company LLC, identified improvement opportunities where policies and procedures are required; and

WHEREAS, a capital assets policy and procedures is recommended for implementation that will improve financial reporting and accountability; and

WHEREAS, an accounts receivable policy and procedures is recommended for implementation that will improve financial reporting and accountability; and

WHEREAS, an interfund activities policy and procedures is recommended for implementation that will improve financial reporting and accountability.

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

SECTION 1. Approve the adoption of the capital assets policy and procedures.

SECTION 2. Approve the adoption of the accounts receivable policy and procedures.

SECTION 3. Approve the adoption of the interfund activities policy and procedures.

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

PASSED, APPROVED AND ADOPTED this 13th day of September, 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. 22-73, 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 13th day of September 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

CITY OF SOUTH EL MONTE

Capital Assets Policy & Procedures

I. INTRODUCTION

The purpose of this document is to state the policies and procedures to be used in managing the capital assets owned and maintained by the City of El Monte.

II. SCOPE

It is intended that this policy cover all capital assets for all funds under the direct authority of the City taking into consideration Federal, State, and Local Laws, and ordinances or Resolutions that may restrict their use and disposal.

III. OBJECTIVES

The City has established this policy to:

- a) Safeguard the significant investment in capital assets and establish a capitalization policy whereby dollar values assigned to capital assets are permanently recorded.
- b) Identify all capital assets in order to provide a management tool for the replacement of re-occurring items avoiding duplication and inefficient use of capital assets.
- c) Comply with State laws and regulations concerning governmental accounting, auditing, and reporting requirements and, thereby providing information for the preparation of financial statements in accordance with generally accepted accounting principles.
- d) Work in conjunction with the City's Risk Management Program to ensure that capital assets are insured adequately to cover losses.

IV. DEFINITIONS

The following words when used in connection with this policy shall have the meanings respectively ascribed to them herein:

ANTICIPATED USEFUL LIFE: The time allotment in years of the estimated time the asset will be in use.

BUILDINGS: All permanent walled and/or roofed structures.

CAPITAL ASSETS: Land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.

CAPITALIZATION THRESHOLD: Dollar value at which the City elects to capitalize tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Generally, capitalization thresholds are applied to individual items rather than groups of items, unless the result would be to exclude items that would clearly be material to the financial statements in the aggregate.

DEPRECIATION: Depreciation is the systematic and rational allocation of the cost of a capital asset over its estimated useful life. Depreciation normally begins when an asset is purchased or substantially completed and accepted.

FURNISHINGS/EQUIPMENT: Movable personal property and distinguished from supply items with the following characteristics:

- a) It retains its original shape and appearance with use.
- b) It is non-expendable; that is if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to repair it rather than replace it with an entirely new unit.
- c) It represents an investment of money which makes it feasible and advisable to capitalize the item.
- d) It does not lose its identity through incorporation into a different or more complex unit or substance.
- e) It is not permanently incorporated into the structure of a building.

GAAP: Generally Accepted Accounting Principles. A widely accepted set of rules, conventions, standards, and procedures for reporting financial information as established by the Financial Accounting Standards Board.

INFRASTRUCTURE: Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include streets, bridges, storm drains, water distribution lines, and waste water collection lines.

LAND: All real estate owned by the City, exclusive of improvements.

V. PROVISIONS

This policy is based on generally accepted accounting principles and generally accepted auditing standards, and should be interpreted in accordance therewith.

VI. PROCEDURES

a) Capitalization:

1. In determining whether assets, as defined above, should be capitalized, the following items should be considered: cost, estimated cost, or market value (when acquired by gift).
2. Land assets will always be capitalized without regard to cost; and will not be depreciated.
3. Infrastructure will be capitalized if it has a life expectancy of seven (7) years or greater and a designated value exceeding \$100,000.
4. Assets other than land or infrastructure will be capitalized if the asset has a useful life of two (2) years or more and a designated value exceeding \$5,000. (See Estimated Useful Life of Capital Assets, Attachment A)

b) Valuation of Capital Assets:

Capital asset accounting maintains total capital asset costs rather than current market or replacement cost. Capital assets which are to be capitalized shall be assigned a dollar value in accordance with one of the following bases:

1. Actual historical cost: This cost can be obtained by reference to documents such as invoices, checks, vouchers, contracts, or purchase orders.
2. Estimated historical cost: Although historical costs are more desirable, they may be impossible or impractical to obtain. In this case, an estimated fair market value (estimated cost) as of the date of acquisition should be placed on each item. Estimated costs may be obtained from such sources as minutes, contracts, purchase orders, bond indentures, vendors or appraisers.
3. Estimated fair market value: Gifts or donations shall be valued at fair market value at the time of receipt. This value can generally be obtained from the donor.
4. Capital versus Non -Capital Assets: An asset will be classified as a capital asset (capitalized under generally accepted accounting principles), if it is a non-consumable, tangible item, valued at a single amount greater than \$5,000 and with a useful life of at least two (2) years. Tangible items valued at single amounts less than \$5,000 will be classified as a non-capital asset.
5. Purchased Assets: The capitalized cost of most purchased assets includes the purchase or acquisition price and related freight, installation, customs charges, taxes (net of rebates) and other direct costs of getting the asset into condition. This can also include items that are not initially ordered as a single amount, but may be included as part of the historical cost. Other direct costs may include interest if included with the physical capitalized equipment, and warranty costs for the first year only, if included in the acquisition price. Costs that will not be capitalized include training and maintenance unless these costs cannot be separated from the

acquisition cost.

6. Construction in Progress: Capital assets that are construction related (e.g. buildings, streets or constructed equipment) are capitalized as work in progress and amortization commences "when work is substantially complete" and the building or other constructed asset is ready for occupancy or use. Construction costs include all direct costs associated with the project that are incurred during the period when planning for the construction begins and ends when the construction project is substantially complete. Costs also include any overhead directly attributable to the construction or development activity. Project Managers are to inform the Finance Department when work is substantially complete so that it can be an asset placed in service. At a minimum, at fiscal year-end, each project is to be reviewed for proper classification.
 7. Donated Assets: Donated or contributions of capital assets are capitalized at the appraised fair market value at the date of contribution.
 8. Building Improvements versus Repairs and Maintenance: Expenditures made to maintain an existing capital asset that restores the capital asset to working condition but does not extend the life of the capital asset, regardless of the amount, will be considered repairs and maintenance expenditures. These may include such examples as, repairs to the roof, repainting of a building, or painting of interior offices. Building improvements which increase the value of the asset or extends the useful life will be added as a capital asset.
 9. Value of Infrastructure Assets: This process is completed annually at calendar year end. Infrastructure total costs include all direct costs associated with the project that are incurred during the period when planning or construction begins and ends when the project is substantially complete. Costs also include any overhead directly attributable to the project. Finance is to be notified when the asset is to be placed in service so that proper asset classification takes place.
- c) Disposition of Capital Assets:
1. Surplus property is defined as any unnecessary, obsolete or excess supplies, materials, tools, vehicles, equipment or furniture that has been replaced or retired due to damage, age or change in the City's standards and or specifications.
 2. Items with an estimated book value of \$5,000 or more must be declared surplus by the City Council and disposed of by means of formal sale, informal sale, auction, exchange, or trade. The selected method is deemed appropriate, taking into consideration market trends, demands, economics and convenience.
 3. Items with a book value of under \$5,000 must be declared surplus by the City Manager prior to disposal and may be disposed of by means of formal or informal sale or auction, exchange or trade, whichever is deemed appropriate, taking into consideration market trends, demands, economics and convenience.

d) Financial Reporting:

1. Disclose requirements: 1) the historical cost of capital assets (or their fair value at the time of donation), 2) accumulated depreciation, 3) additions during the period, and 4) deletions during the period in a format that demonstrates the change between the beginning and ending book values. Capital assets will be reported in the government wide financial statements.

e) Depreciation:

1. Capitalized assets, other than land, will be depreciated using the straight-line depreciation method.

f) Impairment

1. Asset impairment occurs when there is a sudden and permanent decrease in the value of an asset below its recorded cost. When an asset has been identified as impaired, an adjustment will be made to the asset's recorded value and the impairment loss will be recorded. The review for possible impairments will occur during the inventory process.

g) Inventory

1. All capitalized assets shall be recorded and inventoried. Periodic physical inventories will be required. The Finance Department will coordinate the physical inventory process. Departments may choose to maintain an inventory listing of non-capital assets in its possession for control purposes.

VII. **RESPONSIBILITY FOR ENFORCEMENT**

The enforcement and records management of the Capital Asset Policy shall be under the jurisdiction of the Finance Director, with day-to-day assistance from individual Department Heads and managers.

Noncapitalized assets should be controlled by Department Managers and Supervisors by establishing and maintaining adequate control procedures at the departmental level.

Attachment "A"

Estimated Useful Life of Capital Assets

Buildings and Improvements	15 to 50 Years
Vehicles, computers and Equipment	3 to 10 Years
Infrastructure	
Roadway networks	10 to 100 Years
Storm drain network	30 to 100 Years
Parks & Recreation Network	25 Years

ATTACHMENT C

CITY OF SOUTH EL MONTE

Accounts Receivables Policy & Procedures

I. INTRODUCTION

The purpose of this policy is to ensure that all reasonable diligence has been used to collect accounts receivable and ensure the most efficient use of City revenue collection resources.

II. SCOPE

It is the intent of the City of South El Monte to reflect the accurate value of its accounts receivable. All accounts receivable should be entered into the City's financial software system to allow for an aging analysis. Outstanding accounts receivable are reviewed on a monthly basis. Efforts will be made for the timely collection of all accounts receivable in the manner stated in this policy.

This policy applies to all City departments and funds. Types of receivables covered by this policy include but are not limited to: certain delinquent items in regards to business license tax; transient occupancy tax; regulatory and development impact fees; fees for services; recovery for damage to City property; fines and penalties; benefit payments, rents, leases; contract payments and Legal judgments.

III. OBJECTIVES:

The City has established this policy to:

- a) Ensure billings for City services are timely.
- b) Ensure follow up on unpaid amounts.
- c) Investigate unpaid amounts for collection activity or write-off.

IV. PROCEDURES:

A. Revenue Billings

The timely identification of outstanding revenue owed and/or losses is an essential element in accurately measuring the value of the City's assets.

1. **Customer statements:** customers have 30 days from Statement date to ensure timely payment with no late fees assessed; unless a date is specified differently in an individual contract.
2. **1st Overdue Notice:** over 30 days; notice statement, late fees, penalties and/or interest assessed.

3. **2nd Overdue Notice:** 60-90 days; late notice statement; additional fees, penalties, interest.
4. **Collection and/or Legal Notice:** 90 days and over. Submit account to Collection Agency for revenue collection or Legal Department to initiate legal proceedings.

B. Uncollectable Receivables

An account may be considered uncollectible after the appropriate collection procedures have been followed if it meets one or more of the following criteria:

- a) The debt is disputed and the City has insufficient documentation to pursue collection efforts;
- b) The cost of further collection efforts will exceed the estimated recovery amount;
- c) The account remains unpaid after the lesser of four years or the applicable statutory period for commencement of a recovery action;
- d) The debtor cannot be located, nor any of the debtor's assets;
- e) The debtor has no assets and there is no expectation they will have any in the future;
- f) The debtor has died and there is no known estate or guarantor;
- g) The debt is discharged through legal action (bankruptcy or court judgment);
- h) The debt has been forgiven by action of the City Council.

B. Write-Off Thresholds

Uncollectible receivables will be written off following the write-off authority thresholds in the manner stated below:

- a) Director of Finance may approve write off transactions up to \$2,500.
- b) City Manager may approve write off transactions over \$2,500 up to \$5,000.
- c) City Council authorization required for transactions over \$5,000.00.
- d) It is the responsibility of the Finance Department to provide the City Manager and/or the City Council with an aging report as needed, identifying all outstanding receivables with a value of \$5,000.00 or more per transaction determined to be delinquent or uncollectible, including the basis for collection and the actions taken. A write-off of uncollectible accounts receivable from the City's accounting records does

not constitute forgiveness of the debt or gift of public funds

C. Accounting Procedures

- a. Once an account is determined to be uncollectible, the invoice is reversed off the system.
- b. Accounts written off will be charged back to the accounts credited/debited when the invoice was generated.
- c. Revenue received from Collection Agency will be deposited into the account the invoice was originally generated.

ATTACHMENT D

CITY OF SOUTH EL MONTE
Interfund Transfers and Borrowing Policy & Procedures

I. INTRODUCTION

The purpose of this policy is to ensure the proper accounting and reporting over interfund activity. Interfund transfers reflect activities such as reciprocal interfund activity including interfund loans, interfund services provided and used. They can also be nonreciprocal interfund activity including interfund transfers and interfund reimbursements.

II. SCOPE

It is intended that this policy covers accounting, reporting, and City Council approval of required transactions on an annual basis in conjunction with the annual audit. Interfund activity will be provided to City Council covering the fiscal year in conjunction with the annual audit. Those items requiring explanations will be provided along with those transactions requiring approval and a loan payback.

III. OBJECTIVES

The City has established this policy to:

- a) Establish the basis of interfund transfers that are allowable in accordance with generally accepted accounting principles.
- b) Identify interfund transfers that may require special attention. Such transactions must be reviewed by the Finance Director. The Finance Department has the authority and responsibility to request explanations regarding any unusual or non-routine interfund transfers. Such transfers will be reviewed by the City Manager and approved by City Council as part of the annual staff report.

A. Interfund Borrowing

Three types of interfund borrowing are permitted:

- 1. Internal loans that are approved as a necessary part of normal business operations. For example:
 - a) Bond covenants require fund balances of a certain amount that will require the infusion of working capital at the start of each fiscal year. This infusion shall be treated as a short-term loan. Interest shall be paid on any such loan at a rate equivalent at the City's average investment portfolio yield.
 - b) Loans to provide working capital to other funds may be approved by the City Manager. Such approval must be in writing, specify maximum allowable amounts, time limit, other terms and conditions as recommended by the Finance Director.

2. Internal loans that provide for advance spending for a capital project. Such loans must be approved by the City Manager, whose approval must be based on the interfund principles articulated below. In all cases, documentation is required that specifies a repayment schedule and the interest rate to be charged. Copies of such documentation must be filed with the Finance Department before a loan can go forward. Interfund loans shall not hinder the accomplishment of any function or project for which the lending fund was established.
 - a) Repayment schedules shall be expected not to exceed ten years. Exceptions to this rule require approval by the City Council.
 - b) Interest rates shall be expected to approximate the yield on the City's investment portfolio from short-term investments at the time when the loan is originated. Interest rates will be reset each year (effective July 1) for loan repayment schedules exceeding two years. Any exceptions require approval of the City Manager.
3. In extraordinary circumstances, loans may be made on a prospective basis from the City's short-term investments. Such loans must be approved by the City Council, upon the recommendation of the City Manager. Documentation is required that specifies a repayment schedule and the interest rate to be charged. The amount of all such loans shall not exceed 20 percent of the City's average cash balance from the prior fiscal year. Compliance with this requirement will be monitored by the Finance Director for the City Manager. A status report will be provided to the City Council at least annually.

IV. Procedures

- A. Procedures (n/a)
- B. Guidelines (n/a)
- C. Other Related Resource Materials (n/a)



City Council Agenda Report

Agenda Item No. 7.g.

DATE: September 13, 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. 22-74, ADOPTING AND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SOUTH EL MONTE AND THE SOUTH EL MONTE EMPLOYEES' ASSOCIATION (SEMEA)

SUMMARY: The Memorandum of Understanding (MOU) between the City of South El Monte Employees' Association (SEMEA) for the period beginning July 1, 2022 and ending June 30, 2024 has been agreed to, subject to City Council approval.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-74, approving the MOU between the City of South El Monte and SEMEA..

FISCAL IMPACT: The fiscal impact covers two fiscal years and will be accounted for in both the 2022-23 fiscal year budget as well as the 2023-24 fiscal year budget. The fiscal impact of the first year is \$197,200 and \$99,600 in the second year, for a two-year total of \$296,800. The costs will be budgeted within the General Fund and Special Revenue funds where employees charge their time.

DISCUSSION: The City and SEMEA have come to an agreement based on negotiations regarding the previous 2020-2022 MOU. The attached MOU covers fiscal years 2022-2024 and reflects the changes that have been made.

- 1st Contract Year Cost of Living Adjustment of 5%, retroactively applied back to July 1, 2022.
- 2nd Contract Year Cost of Living Adjustment of 3%.
- Juneteenth Day will be earned as a Floating Holiday.
- A one-time five percent (5%) equity adjustment will be provided to employees identified in the classification and compensation study as being five percent or greater underpaid. There were nine qualifying job titles as follows: Administrative Clerk - Community Development, Administrative Clerk - Public Works, Driver

Class B, Public Safety Officer, Public Works Analyst, Receptionist, Recreation Coordinator, Recreation Specialist, and Senior Services Coordinator.

- The parties agree to the right to meet and confer on the results and implementation of the classification and compensation study during the term of the agreement.
- Bonus totaling \$2,500 is to be paid in two separate installments as follows: at the beginning of the first contract year at \$1,250 and the beginning of the second contract year at \$1,250.
- Employees leaving during the first year of the agreement are subject to paying back 100% of the education funds paid by the City. In the event an employee leaves during year two of the agreement, 50% of the funds paid by the City will be reimbursed by the employee back to the City.

ATTACHMENT(S):

- A. Resolution No. 22-74
- B. SEMEA MOU Agreement 2022-24
- C. SEMEA MOU Agreement Redline Verison

ATTACHMENT A

RESOLUTION NO. 22-74

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL ADOPTING AND APPROVING THE TERMS
AND PROVISIONS OF THE 2022-2024 MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SOUTH EL
MONTE AND THE SOUTH EL MONTE
EMPLOYEES' ASSOCIATION

WHEREAS, the City of South El Monte ("City") is a general law city and a public agency as defined in Government Code Section 3501(c); and

WHEREAS, Teamsters Local 911 is the Joint Majority representative employee organization for the City's recognized employee bargaining unit, the South El Monte Employees' Association (SEMEA) and is a recognized employee organization within the meaning of Government Code Section 3501 (b); and

WHEREAS, the previous two-year Memorandum of Understanding between the City and SEMEA had an effective date of July 1, 2020 and expires on June 30, 2022; and

WHEREAS, representatives of the City and representatives of SEMEA met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of SEMEA for two fiscal years of 2022-23 and 2023-24; and

WHEREAS, on August 11, 2022, members of SEMEA ratified the FY2022 – 23 and FY2023-24 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby approves:

SECTION 1. That pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of South El Monte and the South El Monte Employees' Association, July 1, 2022 - June 30, 2024 ("2022-2024 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit A, was reached by representatives of the City and SEMEA, representatives of the City and SEMEA have jointly prepared the 2022-2024 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of SEMEA. Said agreement may be amended and approved as to form by the City Attorney.

SECTION 2. That the 2022-2024 Memorandum of Understanding, which has been approved by SEMEA, is hereby adopted by the City of South El Monte for fiscal years 2022-2024.

SECTION 3. That all provisions contained in the 2022-2024 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between SEMEA and the City.

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

PASSED, APPROVED AND ADOPTED this 13th day of September, 2022.

Donna G. Schwartz, City Clerk

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. 22-74, was passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 13th day of September, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH EL MONTE AND THE
SOUTH EL MONTE EMPLOYEES' ASSOCIATION,
FOR THE PERIOD BEGINNING JULY 1, 2022
AND ENDING JUNE 30, 2024**



PREAMBLE

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and the Employer-Employee Relations Resolution of the City of South El Monte, the matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed by the representatives of the City of South El Monte ("City") and representatives of the South El Monte Employees' Association ("Association").

The matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed in good faith and agreed to by the City and the Association as constituting an equitable adjustment to present wages, hours and other terms and conditions of employment as evidenced by the signatures of the duly authorized representatives of the City and the Association.

The provisions of the City's Personnel Rules and/or Municipal Code shall be modified as follows for those employees subject to this Memorandum of Understanding.

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ARTICLE I

DEFINITION OF TERMS

The following terms, whenever used in this Memorandum of Understanding, shall have the meaning set forth in this article.

SECTION 1 – BUSINESS DAY: Business day shall mean days that are neither weekends nor holidays. Work day shall mean the same as business day.

SECTION 1 - CLASSIFICATION: A position or positions assigned to the same job title.

SECTION 2 - DAY: Day shall mean calendar days except, where specified in this agreement.

SECTION 3 – EMPLOYEE: An individual compensated through the City payroll and appointed to one of the classifications represented by the Association as set forth in Attachment A.

SECTION 4 – LEAVE: An authorized absence from work.

SECTION 5 - POSITION: The duties and responsibilities assigned to an employee within a classification.

SECTION 6 – PAY RATE: The regular monthly or hourly rate of pay that is assigned to an employee.

SECTION 7 – SENIORITY: The total time employed as a full-time employee of the City and the time employed as a part-time or interim employee if such time was spent working the duties of a full-time position.

SECTION 8 – SERVICE: Employment with the City.

SECTION 9 – ADVANCE WRITTEN NOTICE: A request for leave submitted on a recognized leave form of the City and approved by the employee's Department Head.

SECTION 10 – PERSONNEL RULES/EMPLOYEES' MANUAL: References policies and procedures, Federal and State Laws on Sexual Harassment, Non-Discrimination Act, and the Americans with Disabilities Act.

SECTION 11 – ANNIVERSARY DATE: The date of full-time employment, reinstatement, or promotion that is observed on an annual basis for salary increases and benefits.

ARTICLE II

COMPENSATION

SECTION 1 – PREPARATION OF COMPENSATION PLAN: The City Manager shall be responsible for the maintenance of the City's compensation plan. The compensation schedule shall contain a list of the job classifications represented by the Association and their corresponding salary range attached hereto as Attachment A.

SECTION 2 – ESTABLISHMENT OF PAY RATES: Upon appointment, an individual shall be assigned to a step on the salary range established for the classification. An employee will be eligible for an increase at first satisfactory evaluation (at or following six months of service for new-hire probationary employees).

Annually thereafter (effective July 1, 2018), on their anniversary date, an employee shall advance to the next higher step within their salary range as long as said employee is performing at a satisfactory or above level. A promotion results in a new anniversary date.

SECTION 3 – WAGES: General salary increases are as follows and are attached hereto as Attachments A and B:

- A. Effective July 1, 2022, salary ranges will be increased by 5%
- B. Effective July 1, 2023, salary ranges will be increased by 3%.

SECTION 4 – LONGEVITY PAY: Except as provided below, bargaining unit employees shall not be eligible for longevity pay.

- A. An employee appointed to a full-time position in this bargaining unit before October 11, 2011 and who is not receiving longevity pay on October 11, 2011 shall be eligible to receive longevity pay calculated from date of hire, as long as said employee is performing at a satisfactory, or above, level as follows:
 - 1. Completion of fifteen (15) years of continuous service as a full-time employee: two and one-half percent (2½%) of base salary.
 - 2. Completion of twenty (20) years of continuous service as a full-time employee: two and one-half percent (2½%) of base salary.
- B. Employees who, on October 11, 2011, are receiving longevity pay at a rate greater than three percent (3%) of base salary shall continue to receive such percentage of longevity pay but shall not be eligible for any increase in such longevity pay percentage.

- C. Employees who, on October 11, 2011, are receiving longevity pay at a rate of three percent (3%) of base salary shall continue to receive such percentage of longevity pay and shall be eligible for an increase in such longevity pay percentage under subsection A.2., upon meeting its requirements. Thus, the maximum rate of total longevity pay for employees covered by this subsection C is five and one-half percent (5½ %).
- D. An individual appointed to a full-time position in this bargaining unit after October 11, 2011 will not be eligible for longevity pay.

SECTION 5 – BILINGUAL SKILL PAY: Effective 11/1/10, the parties agree to suspend bilingual skill pay indefinitely.

SECTION 6 – OVERTIME COMPENSATION: The City shall provide non-exempt employees with compensation or compensatory time off in lieu of compensation, at the discretion of the employee, for overtime worked subject to the provisions of the Fair Labor Standards Act (FLSA), including the maximum limit on accumulation of compensatory time. If the City suspends operations due to a State or federal holiday, employees who would otherwise have been scheduled to work on that day shall have the number of hours in their scheduled shift added to the number of “hours worked” for the purpose of calculating overtime.

- A. Meal Allowance: An employee recalled to work due to an emergency shall be reimbursed for the actual cost of a meal purchased by the employee up to a maximum of \$10.00. The employee must submit a receipt for the meal in order to be entitled to reimbursement.

SECTION 7 – DISTRIBUTION OF OVERTIME: The assignment of overtime work shall be the responsibility of the division head and the department head. The City Manager shall have the exclusive authority to authorize overtime work. All overtime work shall receive prior authorization in order for the employee to receive compensation.

- A. Emergency Work/Storm Patrol: Emergency work related to call-outs on off-hours and storm patrol work will be assigned as follows:
 - 1. When emergency needs are assigned, personnel will be contacted to work in the following order:
 - (a) Personnel that is uniquely qualified for the needed response.
 - (b) Personnel that have the shortest response time.
- B. General Guidelines: At all times, whenever feasible, based on seniority, overtime will be assigned on an equal opportunity basis.

SECTION 8 – ALLOWANCE FOR MILEAGE: The City shall reimburse employees for use of their personal vehicles for official City business to match the amount allowed by the regulations of the Internal Revenue Service.

SECTION 9 – CALL BACK: Employees who are called back to work after completion of their regular shift shall receive three (3) hours of compensation or compensatory time off in lieu of compensation, or time actually worked, whichever is greater.

SECTION 10 – NIGHT SHIFT DIFFERENTIAL: Night shift differential shall be paid to any regular full-time employee whose schedule requires the employee to work between the hours of 6:00 PM and 6:00 AM provided that either:

- A. The employee is regularly scheduled to work ½ (50%) or more of his/her shift between the hours of 6:00 PM and 6:00 AM. These employees shall be paid an additional monthly allowance of \$50.00 per month; or
- B. The employee is NOT regularly scheduled but on individual work days of their work week they are required to work ½ (50%) or more of the scheduled work day shift between the hours of 6:00 PM and 6:00 AM. These employees shall be paid an additional allowance of \$1.00 per hour for all hours worked on the qualifying work day.

SECTION 11 – BOOT/INSOLE ALLOWANCE: Every calendar year, all employees required to wear safety-type work shoe/boot shall be entitled to reimbursement for safety-type shoe/boot or insoles for such shoe/boot from the City for an amount up to \$200.00 provided that the employee has provided management with verification or receipt within 6 months of purchase.

SECTION 12 ONE-TIME Equity Adjustment: There is a one-time five percent (5%) equity adjustment for employees identified in the classification and compensation study as being under paid by 5% or more. This adjustment is retroactively applied back to July 1, 2022. The City and Association agree the right to meet and confer on the results of the implementation of the classification and compensation study during the term of the agreement.

SECTION 13 – ONE TIME BONUS: A One-time bonus of \$2,500 is to be paid at the beginning of first contract year of \$1,250 and at the beginning of the second contract year of \$1,250.

ARTICLE III

LEAVE PROCEDURES

SECTION 1 – HOLIDAY:

- A. Employees in the classified service shall be provided with the following holidays with pay subject to the provisions of the South El Monte Municipal Code.

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

Cesar Chavez Day and Juneteenth Day will be earned as Floating Holidays. With prior approval, employees may use the Cesar Chavez Floating Holiday and Juneteenth Day on the day of the Cesar Chavez birthday celebration and Juneteenth Day celebration or any other scheduled workday. Each holiday must be used in the calendar year granted. It may not be accrued or carried over to a subsequent year and is not subject to cash payment at termination.

If an employee is scheduled to work on a Holiday, other than a Floating Holiday, in lieu of receiving holiday leave, employee assigned to work shall receive premium pay at the rate of time and one-half for hours actually worked. Employees shall receive holiday pay whether they work the holiday or not so long as they work the scheduled day before and after the holiday.

SECTION 2 – COMPENSATORY LEAVE: The City shall provide employees with compensatory leave subject to the following conditions:

- A. Upon advance written notice and provided that the employee's absence does not interfere with the City's operations, the City Manager shall permit an employee to use compensatory leave at the employee's discretion. An employee may use compensatory leave along with any other authorized paid leave with the approval of the City Manager.
- B. Compensatory Leave may be accrued up to a maximum of 160 hours of unused compensatory leave. Upon reaching 160 hours, employees

shall earn no additional compensatory accrual until their balance of accrued but unused compensatory leave is reduced below 160 hours; as an alternative for employees who have accrued the maximum compensatory leave hours and are being requested to work overtime they will receive compensation for such services. Employees who are currently over the maximum of 160 hours of unused compensatory leave will be paid for the excess compensatory leave on a dollar-for-dollar basis.

- C. When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the employee's pay rate on the date of the employee's separation from City service. The employee shall be compensated for one hundred percent (100%) of any accrued compensatory leave.

SECTION 3 – MILITARY LEAVE: The City shall grant military leave to employees as required by law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4 – TIME OFF FOR VOTING: The City shall provide employees with time off for voting subject to the following conditions:

- A. When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of the City Manager, take off no more than two (2) hours from work. Time off for voting shall be at the beginning or end of a work period, whichever time allows the employee the most time for voting and the least time off from work.
- B. If the employee knows or has reason to believe that time off for voting will be necessary on election day, the employee shall notify the City Manager of that fact at least two (2) work days in advance.

SECTION 5 – BEREAVEMENT LEAVE: The City Manager shall grant an employee bereavement leave for a period not exceeding three (3) work days for deaths within the employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

SECTION 6 – TIME OFF FOR JURY DUTY: The City shall grant up to twenty-two (22) business days off to an employee required to serve on jury duty with

compensation at the employee's existing pay rate. The employee will remit to the City any money paid to him/her by the court for jury service.

SECTION 7 – FAILURE TO RETURN FROM LEAVE: An employee who fails to return to work within three working days after the conclusion of a leave provided for under this Article or a vacation leave without an authorized extension of such leave shall be considered to have voluntarily resigned from City service.

ARTICLE IV

INSURANCE AND RETIREMENT BENEFITS

SECTION 1 – HEALTH BENEFITS: The City, on a conditional basis, will make available, to all members of the designated appropriate bargaining unit the Public Employees' Retirement System Medical and Hospital Care Plan (PERS Plan).

The Association on behalf of itself and all members of the designated appropriate bargaining unit acknowledges, understands and agrees the City is conditioning its willingness to allow employees to enroll in the PERS Plan on the basis the City retains the sole and absolute discretion to withdraw from the PERS Plan without meeting and conferring with the Association and without the agreement of the Association should anything occur that would modify the premium contribution format described in Section 2 of this Article. Should the City withdraw from the PERS Plan for the aforesaid reason, the City shall meet and confer with the Association related to a replacement Medical and Hospital Care Plan, pursuant to Article VII, Section 1 of this Memorandum of Understanding.

The City will meet and confer with the Association prior to determining whether to increase the City's contributions towards the PERS Reserve Fund charges or the PERS Administrative charges upon receiving written notification of any increases in those charges.

The City shall continue to make available to employees and their eligible dependents the City's current group dental and vision care plans or other plans of equal benefit. The City shall meet and confer with the Association to review alternative affordable dental and vision plans when the Association presents such plans to the City.

If an employee does not enroll in any medical insurance plan offered by the City, the employee shall receive a deferred compensation payment of \$100 per month. To be eligible for the \$100 deferred compensation payment the employee must submit to the City written proof of duplicate medical insurance coverage or evidence that enrollment in a medical insurance plan would violate the employee's religious beliefs.

SECTION 2 – CITY CONTRIBUTIONS: The City for the term of this agreement and only while the City participates in the PERS Plan, shall make the following contributions towards the cost of medical insurance for active employees:

For all active employees who join the PERS Plan, the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City's contribution will be equal to the monthly premium rate established by Kaiser Permanente for its Family Health Plan.

SECTION 3 – VISION AND DENTAL INSURANCE: The City shall pay the monthly premiums for employees and their eligible dependents. The City and the Association agree to develop a labor-management committee to evaluate efficiency of current vision, dental and other City paid benefits. Committee will determine if any recommendations for future changes are to be communicated to the City Manager.

SECTION 4 – NOTIFICATION OF INCREASE IN PREMIUM: The City shall advise the Association in writing of increases in insurance premiums and the effective date(s) of the increase(s) within two weeks of receiving notice of the increase(s).

SECTION 5 – LIFE INSURANCE, ACCIDENTAL DEATH INSURANCE AND LONG-TERM DISABILITY INSURANCE: The City shall pay one hundred percent (100%) of the cost for each employee in providing term life insurance equal to the employee's annual salary, accidental death and dismemberment insurance equal to the employee's annual salary, and long-term disability insurance equal to two-thirds (2/3) of the employee's monthly salary. The long-term disability plan shall provide for thirty (30) day benefit exclusion and benefit payments until the age of seventy (70) years of age.

SECTION 6 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS): The City shall include eligible employees in the Public Employees' Retirement System 2.5% at 55 plan, with the highest year and social security offset or the Public Employees' Retirement System 2% at 60 plan, depending upon the employee's hire date as provided below. Effective completion of the process required by CALPERS, the City will not pay a portion of an employee's contribution to the applicable Public Employees' Retirement System plan.

SECTION 7 – EMPLOYEE REQUIRED PERS CONTRIBUTION:

- A. For those employees covered by the 2.5% at 55 PERS retirement plan, the City will no longer pay a portion of the required PERS employee contribution. The employee will be required to pay the individual maximum employee contribution of eight percent (8%);
- B. For those covered by the 2% at 60 PERS retirement plan, the City will no longer pay a portion of the required PERS employee contribution. The employee will be required to pay the individual maximum employee contribution of seven percent (7%).

C For employees covered by the 2% at 62 PERS retirement formula, effective January 1, 2013 Public Employees' Pension Reform Act of 2013 (PEPRA) prohibited employers from paying any portion of a "new member's" member contribution rate, the employee will be required to pay the individual maximum employee contribution of six-point two five percent (6.25%) or such different amount as determined by PERS.

SECTION 8 – RETIREE HEALTH BENEFITS:

- A. The City will contribute \$1.00 per month towards PERS Medical and Hospital Care plan premium costs of annuitants. This amount will be upwardly adjusted by five percent (5%) of the amount of the City's direct contribution for active employees on an annual basis, or such other amount required by statute, until the contributions are equal.
- B. Employees fifty (50) years of age and older, who retire under PERS, shall be eligible to continue in the City's group dental and vision care plans until age sixty-five (65) contingent upon the health provider's acceptance of the individual. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his/her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay the cost of dependent insurance benefits. During the term of this agreement and while the City participates in the PERS medical and hospital care program, the City will contribute an amount toward the PERS medical premium for eligible annuitants that is equal to the amount required under the Public Employees Medical and Hospital Care Act and the City's resolution electing coverage under that act.

SECTION 9 – EMPLOYER MATCHING RETIREMENT PROGRAM: The City and the Association agree, in accordance with applicable Internal Revenue Service rules and regulations to identify and establish a program for individual Retirement Savings Account (RSA) that will allow pre-tax contributions. The purpose of the RSA is to provide for a supplemental retirement program. Upon identification and establishment of an RSA, eligible employees will have the option of contributing pre-tax earnings into the RSA. To be eligible for the RSA, individual employees must have fifteen (15) years or more of City service. The City will match up to one hundred dollars (\$100) of the individual employees' contributions to the RSA.

ARTICLE V

CITY RIGHTS

SECTION 1 – EXCLUSIVE RIGHTS AND AUTHORITY:

- A. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include but not be limited to the City's right to:
1. Determine issues of public policy;
 2. Determine and change the facilities, methods, means, and personnel by which the City operations are to be conducted;
 3. Expand or diminish services;
 4. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
 5. Determine the size and composition of the work force to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
 6. Determine job classifications;
 7. Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;
 8. Initiate disciplinary action for legitimate reasons;
 9. Determine policies, procedures and standards for selection, training and promotion of employees;
 10. Establish employee performance standards, including but not limited to quality and quantity standards;
 11. Maintain the efficiency of governmental operations;

12. Exercise complete control and discretion over the organization and the technology of performing its work and services;
 13. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services;
 14. Determine any and all necessary actions to carry out its missions in emergencies.
 15. Contract or subcontract for any work or operation without the obligation to meet and confer regarding the decision or process to be used. (However, in the event the decision to contract out bargaining unit work results in the layoff of members of the bargaining unit, the City agrees to meet and confer with the Association beginning at least 20 working days prior to the effective date of layoff regarding impacts that are not already addressed by City rules or procedures.)
- B. The exclusive decision-making authority of the City Council and City Manager on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The employee may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE VI

ASSOCIATION SECURITY

SECTION 1 – RECOGNITION:

- A. Pursuant to the provisions of the Employer-Employee Relations Resolution and state law, the City recognizes the South El Monte Employees' Association as the exclusive representative for all employees in the classifications listed in Attachment A of this Memorandum of Understanding.
- B. The Association recognizes the City Manager as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding.

SECTION 2 - UNION RESPONSIBILITIES:

- A. Union Responsibilities: The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and to all Unit employees, within sixty (60) days

after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and its treasurer or corresponding principal officer, and a certified public accountant.

- B. Implementation: Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided with an authorization form by the Association's representative. The Human Resources Division shall notify the Association of any new employee subject to this Memorandum of Understanding. It is up to the Association to ensure the new employee is contacted to further explain the Association and its role in servicing members of this Unit. If an employee chooses to join the Association, they must return said form to the Association or departmental payroll office. The effective date of Association dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later. Nonunion members are still covered by this collective bargaining unit. Those procedures shall be in accordance with the decision of the United States Supreme Court in Mark Janus, v. American Federation of State, County, and Municipal Employees, Council 31, et al. (2018) No. 16-1466.

- C. The City shall abide by the terms and conditions outlined in AB 119.

ARTICLE VII

OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – MEET AND CONFER IN GOOD FAITH - SCOPE: The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefits and other terms and conditions of employment. The City agrees to provide the Association or its designee, at no cost, each draft City budget as it is presented for review, the adopted City budget, and the annual audit, to assist the Association in its representational duties pursuant to the Meyers-Millas-Brown Act. All other documents shall be made available pursuant to the provisions of the Public Records Act.

SECTION 2 – DUES DEDUCTION: The City agrees to deduct from the salary of each Association member the amount of monthly Association dues owed by the employee as certified by the Association's treasurer. The amount of dues deducted shall be forth with transmitted to the Association.

SECTION 3 – REIMBURSEMENT FOR DAMAGE TO EMPLOYEE VEHICLES: The City agrees to reimburse full-time employees in an amount not to exceed two

hundred and fifty dollars (\$250) per fiscal year for damages due to or caused by vandalism to the employee's vehicle during working hours, or when the employee is using their personal vehicle for City business. In order to be eligible for reimbursement, the employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

SECTION 4 – EDUCATION REIMBURSEMENT: The City shall reimburse employees for the cost of all books and tuition incurred by the employee while attending an accredited educational institution for those courses directly related to the employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City shall reimburse the employee for all classes the employee completes with a grade of "C" or better provided the employee provides a list of classes prior to each quarter or semester; provides verification of the cost for tuition and books; and provides a certification of completion. Upon completion of receiving a community college degree, Bachelor's degree, Master's degree, or certificate program, the employee agrees to remain employed with the City during the terms of this agreement. In the event the employee leaves during the 1st year of this agreement, 100% of the funds paid by the City is reimbursable back to the City. In the event the employee leaves during year 2 of this agreement, 50% of the funds paid by the city will be reimbursed by the employee back to the city.

SECTION 5 – UNIFORMS: The City shall provide uniforms for all employees required to wear a uniform immediately after the employee completes their probationary period, and as required throughout the employee's service with the City.

SECTION 6 – USE OF CITY SUPPLIES: The City agrees the Association may use the City's copying machines, faxes and e-mail. E-mail usage shall be for Union correspondence only; members shall sign and follow the guidelines set forth in the E-mail, and Internet policy.

SECTION 7 – USE OF CITY RESOURCES: Access to City work locations and the use of City paid time and facilities by the Association and those representing it shall be authorized only to the extent provided in the City's administrative procedures and shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as the solicitation of membership, campaigning for office, organization meetings and elections. Association activities shall not interfere with the efficiency, safety and security of City operations.

SECTION 8 – AFTER-SCHOOL PROGRAM ALLOWANCE: The City shall reserve a combined total of ten (10) slots at 50% of the regular rate in the After-School Program and Extended Day Care programs for use by employees for the care of their children or children for whom they are the primary caretaker. Should

more than ten (10) of said children seek enrollment at any one time, priority for enrollment shall be based on the employee's seniority. An employee enrolling any child other than their natural, adopted or stepchild shall be required to execute an "Affidavit of Eligibility" declaring under penalty of perjury that the child being enrolled is a member of their household and that they provide fifty percent (50%) or more of the child's financial support and maintenance.

ARTICLE VIII

MODIFICATION AND DURATION

SECTION 1 – MODIFICATION AND WAIVER: The City and the Association agree that this Memorandum of Understanding contains all of the covenants, stipulations, and agreements of the parties. The City and the Association understand that provisions contained in the Municipal Code, personnel rules, or administrative orders that directly relate to matters within the scope of representation are a part of this Memorandum of Understanding. Except as otherwise provided, the City and the Association agree, understand and reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered in this Memorandum of Understanding.

SECTION 2 – SEVERABILITY: Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section, or subsection of this Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this Memorandum of Understanding, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 3 – DURATION:

- A. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.
- B. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and in effect from July 1, 2022 and shall remain in full force and in effect until and including the 30th day of June 2024.
- C. The Association shall present a proposal for a successor Memorandum of Understanding to the City by March 31, 2024.

SECTION 5 - EMPLOYEE RIGHTS: The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join

and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

- A. Employees in positions contained within the Association's bargaining unit shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this agreement.
- B. No employee will be interfered with, intimidated, coerced, restrained or discriminated against by any employee organization because of the exercise of his/her employment rights.
- C. Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the officers of the Association for clarification or assistance during off-duty hours or during lunch hours and breaks or upon authorization according to administrative orders.
- D. Management and confidential employees may not represent any employee organization that represents other employees of the City on matters within the scope of representation.

ARTICLE IX

EMPLOYEE BENEFITS

SECTION 1 – ALTERNATIVE WORKWEEK: The City shall continue a 4/10 work week for all classified employees.

SECTION 2 – VACATION TERMS: Bargaining unit members will be subject to the following vacation provisions:

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

- B. All employees who have accrued in excess of 250 hours will be paid for the excess vacation on a dollar for-dollar basis on June 30, or the last day in which City Hall is open prior to June 30 if June 30 is on a day in which City Hall is closed. Cash out request forms are due to the Finance Department no later than two business days prior to when checks will be issued to eligible City employees. Additionally, employees can be paid for the excess vacation on December 31, or the last day in which City Hall is open prior to December 31 if December 31 falls on a day in which City Hall is closed. Cash out request forms are due to the Finance Department no later than two business days prior to when checks will be issued to eligible City employees.
1. Must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.
 2. The request must otherwise comply with reasonable rules and procedures established by the City Manager.
 3. A qualifying employee may elect to be paid effective on either date referenced in Article IX, Section II, Item B, but may only be paid for excess vacation twice per fiscal year.
- C. If vacation time is not taken due to administration determination, the employee shall be entitled to the stated cash-out provisions, as determined by the City Manager in his or her sole discretion.
- D. Employees appointed to a full-time position in this bargaining unit after October 11, 2011 shall be credited with vacation leave at the following rates based upon the length of service:
1. Eight (8) hours per month or ninety-six (96) hours per year (accrued at the rate of 3.692 for 26 pay periods annually) during the first five (5) years of service;
 2. Ten (10) hours per month or one hundred twenty (120) hours per year (accrued at the rate of 4.615 for 26 pay periods annually) during the sixth (6th) through the tenth (10th) years of service;
 3. Twelve (12) hours per month or one hundred forty-four (144) hours per year (accrued at the rate of 5.538 for 26 pay periods annually) during the eleventh (11th) through fifteenth (15th) years of service;
 4. Thirteen (13) hours and twenty (20) minutes per month or one hundred fifty-six (156) hours per year (accrued at the rate of

6.000 for 26 pay periods annually) during the sixteenth (16th) through the twentieth (20) years of service; and

- E. Employees appointed to a full-time position in this bargaining unit before October 10, 2011 shall be credited with vacation leave at the following rates based upon the length of service:
1. With the leave accruals in Article IX, Section II, Item D, Numbers 1 – 4; and
 2. Sixteen (16) hours and forty (40) minutes (16.66 hours) per month or one hundred ninety-nine point two (199.92) hours per year (accrued at the rate of 7.689 hours bi-weekly for 24 of the 26 pay periods annually) after the twenty-first year and following years of service.
- F. City Hall will be closed on all days between the Christmas Eve and New Year Holidays. Except as otherwise determined by the City Manager, City services will be suspended and employees will not be scheduled to work during this time. Employees shall be allowed to utilize available vacation hours or compensatory leave to remain in paid status while City services are suspended during this time.

SECTION 3 – SICK LEAVE: Bargaining unit members will be subject to the following sick leave policy:

- A. Employees may accrue an unlimited number of sick leave hours;
- B. All employees who have accrued in excess of 330 hours may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st;
- C. Employees leaving City employment shall be eligible to receive monetary compensation for any unused sick leave. The value of the accrued sick leave shall be calculated based on the employee's anniversary date as illustrated in the chart below:

Years of Service	Value of Sick Leave
0 - 10 years	0%
10 years plus	10%

SECTION 4 – HOLIDAY LEAVE: If a holiday falls on a day on which an employee is not scheduled to work, that employee shall be entitled to a floating holiday which must be utilized within one year of its accrual.

ARTICLE X

PROBATIONARY PROCEDURES

SECTION 1 – DURATION OF PROBATIONARY PERIOD: An employee appointed or promoted to a position in the classified service shall serve a probationary period of not less than six (6) months beginning on the effective date of appointment or promotion. The City shall evaluate a probationary employee during the probationary period. The City shall conduct the evaluation at approximately the mid-point of the probationary period.

Non-promotional probationary employees shall not be entitled to bereavement leave, personal leave or religious leave during the probationary period. Non-promotional probationary employees shall earn sick leave and vacation leave, but may not use such leave until successful completion of the probationary period.

ARTICLE XI

TERMINATION PROCEDURES

SECTION 1 – RESIGNATION: An employee absent from work without authorization for three consecutive working days or more shall be considered to have voluntarily resigned from City service.

ARTICLE XII

DISCIPLINARY PROCEDURES

SECTION 1 – LEGITIMATE REASON FOR DISCIPLINARY ACTION: Disciplinary action consists of the discharge, involuntary demotion or suspension of an employee. An employee shall not be discharged, involuntarily demoted or suspended except for a legitimate reason. A legitimate reason for disciplinary action may include, but shall not be limited to the following:

1. Violation of administrative orders;
2. Failure to properly perform assigned duties;
3. Theft of City property;
4. Insubordination;
5. Conviction of a felony or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;

6. Unauthorized absence from employment;
7. Tardiness;
8. Failure to maintain satisfactory working relationships with other employees or the public;
9. Reporting for work, or being at work under the influence of or in possession of alcohol, or non-prescribed controlled substances;
10. Improper use of City funds;
11. Unauthorized use of City property;
12. Failure to properly care for City property;
13. Misstatement of a material fact;
14. Failure to maintain any employment qualification;
15. Willful falsification of any City report or record;
16. Failure to comply with health and safety standards;
17. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

SECTION 2 – DISCIPLINING AUTHORITY: The City Manager or his/her designee shall have the responsibility to institute a disciplinary action, to schedule and conduct any pre-disciplinary conference and to impose disciplinary action.

SECTION 3 – NOTICE OF DISCIPLINE: Except as otherwise provided in the Personnel Rules, prior to imposing any disciplinary action, the Disciplining Authority shall notify the employee in writing of the nature of the proposed disciplinary action and its proposed effective date; the reason for the proposed disciplinary action; any specific charges against the employee; of the employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based; and of the employee's right to respond to the charge, either orally or in writing.

SECTION 4 – REPRESENTATION: Employees are entitled to have an Association representative present during any interview that may result in discipline. Employees:

- A. Must request an Association representative to be called into the meeting.

- B. Must have a reasonable belief that discipline will result from the meeting.

SECTION 5 – EMERGENCY SUSPENSION: When the Disciplining Authority determines that an employee's conduct threatens or has caused injury to persons or property, or presents the possibility for additional misconduct, the Disciplining Authority may impose a suspension against the employee, effective immediately, until a pre-disciplinary conference is conducted pursuant to the Personnel Rules.

Within three (3) business days of such emergency suspension, the Disciplining Authority shall issue the employee the written notification specified in Section 3, above. The Disciplining Authority, unless otherwise requested by the employee, shall conduct a pre-disciplinary conference in not less than ten (10) days after the effective date of the emergency suspension.

The imposition of an emergency suspension against an employee does not preclude the Disciplining Authority from proposing a more severe disciplinary action against the employee receiving an emergency suspension.

The appeal rights of an employee receiving an emergency suspension shall be governed by the procedures provided for in the Personnel Rules for employees disciplined in a non-emergency situation.

SECTION 6 – REPRIMAND: A reprimand is a written criticism of an employee's work performance or conduct and may be issued to an employee in accordance with Article XII, Section 1, of this agreement. While a reprimand in and of itself is not a disciplinary action, it may form the basis of subsequent disciplinary action.

SECTION 7 – ORAL WARNING: An oral warning is a private conference between an employee and a Supervisor or Disciplining Authority at which the employee is informed of a deficiency in performance or conduct and advised as to corrective action which should be taken to improve the performance or conduct in question.

SECTION 8 – PERSONNEL FILES:

- A. Upon request, a personnel file shall be open for inspection by the employee or by his/her representative with the written consent of the employee concerned.
- B. When adverse material is to be placed in a personnel file, the City shall (1) notify the employee, (2) upon request, discuss the matter with the employee, and (3) request the employee to initial such material merely to confirm he/she has seen it. This shall not apply to the records of an employee relating to the investigation of a possible criminal offense or apply to letters of reference.

- C. Any adverse material, except above mentioned, withheld from the employee or the representative by management may not be used in any disciplinary proceedings.

ARTICLE XIII

APPEAL PROCEDURES

SECTION 1 – REQUEST FOR DISCIPLINARY HEARING: Employees shall have the right to appeal the imposition of disciplinary action. When an employee requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the City Manager within ten (10) days after the effective date of the imposition of the disciplinary action. Any such request shall be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All disciplinary hearings shall be conducted in private unless the employee requests, in writing, a public hearing. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 – SCHEDULING OF DISCIPLINARY HEARING: The City Manager shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of a hearing officer and the convenience of the employee and the witnesses.

SECTION 3 – HEARING OFFICER: The City Manager may be the Hearing Officer for a disciplinary hearing or the City Manager may designate any third party as the Hearing Officer.

SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING: At the disciplinary hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 – BURDEN OF PROOF AND EVIDENCE: The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the employee by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6 – CONDUCT OF DISCIPLINARY HEARING: The conduct of the disciplinary hearing shall be under the control of the Hearing Officer with due regard for the rights and privileges of the parties. The City Manager shall promulgate reasonable rules and regulations governing the conduct of the disciplinary hearings. The rules and regulations shall be available to employees. During the examination of a witness, the Hearing Officer may exclude from the

hearing any and all other witnesses. The Hearing Officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7 – HEARING OFFICER'S DECISION: Within a reasonable time after the disciplinary hearing, the Hearing Officer shall issue a written decision containing findings of fact and conclusions of law. The Hearing Officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee. Except as otherwise provided for in this Memorandum of Understanding, the Hearing Officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 8 – APPEAL OF HEARING OFFICER'S DECISION: If the disciplinary action reviewed by the Hearing Officer constitutes discharge or a suspension of more than ten (10) working days, the Disciplining Authority or the employee may request an appeal hearing before the City Council to review the Hearing Officer's decision. If the employee fails to request an appeal hearing within the prescribed time, the employee shall have waived the right to an appeal hearing and all rights to further appeal of the disciplinary action.

SECTION 9 – REQUEST FOR APPEAL HEARING: When an employee requests an appeal hearing, the request shall be in writing, signed by the employee and filed with the City Council within ten (10) business days after the notification of the Hearing Officer's decision. The appeal shall be addressed to the City Council and shall identify the decision appealed from the grounds for the appeal and the relief requested by the employee. All appeal hearings shall be conducted in private unless the employee requests, in writing, a public hearing. The City Council shall schedule any appeal hearing within a reasonable time and conduct any appeal hearing within fifteen (15) business days after the filing of the appeal.

SECTION 10 – REPRESENTATION AT APPEAL HEARING: At the appeal hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to present oral and written arguments to the City Council.

SECTION 11 – CITY COUNCIL'S DECISION: The decision of the City Council shall be in writing and contain findings of fact and conclusions of law within ten (10) working days following the hearing. The City Council may affirm, revoke or reduce the decision of the Hearing Officer. Except as otherwise provided for in these Memorandum of Understanding, the City Council's decision shall constitute a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 12 – BINDING ARBITRATION: If the decision of the City Council constitutes the discharge of an employee or the suspension of an employee for more than ten (10) working days, the Association president, or his/her designee,

may request that the City Council's decision be submitted to arbitration as provided within Personnel Rule XIV, Section 5.

ARTICLE XIV

GRIEVANCE PROCEDURES

SECTION 1 – PURPOSE OF GRIEVANCE PROCEDURES: The grievance procedures shall be used to resolve employee complaints concerning the express terms and conditions of employment with the City. The grievance procedures shall not be used for:

- A. The resolution of any complaint concerning any disciplinary action; or
- B. The resolution of any complaint concerning any aspect of the employment examination process.

SECTION 2 – MATTERS SUBJECT TO GRIEVANCE PROCEDURE:

- A. Violation of a specific term of this Memorandum of Understanding between the City and the Association;
- B. Improper application of rules, regulations and procedures;
- C. Unfair treatment, including coercion, restraint or reprisal;
- D. The impact of a reduction in force action (layoff);
- E. Promotion procedures unfairly implemented;
- F. Discrimination because of race, religion, color, creed, disability, sex, marital status, national origin or sexual orientation; or
- G. Any other matter affecting the terms and conditions of employment.

SECTION 3 – GENERAL PROCEDURES:

- A. Any grievance not filed or appealed to the next step within the time limits established in the grievance procedures shall be deemed settled on the basis of the last decision and not subject to further appeal or reconsideration.
- B. Failure by City to reply to a grievance within the time limits established in the grievance procedures shall automatically grant the right to process the grievance to the next level.

- C. By mutual agreement and for good cause, any level of review, or any time limits established in these procedures, may be waived or reasonably extended in writing at any step in the grievance procedure.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.
- E. If a grievance is returned to the employee for insufficiency, the City will state in writing the reasons for the return. If the grievance was timely filed initially, new time limits for filing a revised grievance shall commence in accordance with Section 5 (B) of these procedures.
- F. The settlement of any specific complaint(s) or grievance(s) shall not constitute a precedent for settlement of complaints or grievances, nor for the interpretation of this Memorandum of Understanding to other individuals or circumstances.

SECTION 4 – RIGHTS, RESPONSIBILITIES AND RESTRICTIONS:

- A. Employees have the right to the assistance of a representative of their choice in the preparation of their written grievance and to represent them in formal or informal grievance meetings. The grievant may be required by either party to be present in any or all meetings, related to their grievance.
- B. Employees selected as a representative in a grievance must obtain the permission of his/her supervisor to be absent from his/her duties to attend a grievance meeting. The employee representative shall provide his/her supervisor with reasonable advance notice to ensure that his/her absence will not interfere with Departmental operations.
- C. Grievances may be submitted on City time. In scheduling the time, place and duration of any grievance meeting, the operational needs of the City shall be of paramount consideration. Neither the grievant nor the City shall lose their rights because of limitations in scheduling meetings or limitations placed on the release of an employee representative due to the operational needs of the City.
- D. Only a person selected by a grievant and made known to the City two (2) business days prior to a scheduled formal grievance shall have the right to represent or advocate as an employee's representative.
- E. The City shall notify the president of the Association of any grievance involving the terms and conditions of this Memorandum of Understanding. The president, or his or her designee, with the permission of the grievant, may be present as an observer at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this

Memorandum of Understanding. If the Association representative is permitted by the grievant to attend any formal grievance meeting, he/she must obtain his/her supervisor's prior permission to be absent from his/her assigned duties.

- F. Only persons who have direct, first-hand knowledge of the event(s) giving rise to the grievance may be called as witnesses.
- G. Supervisors and department heads have the responsibility to inform an employee of any limitation of their authority to fully resolve a grievance. Employees have the responsibility to state clearly and concisely the specific action(s) being grieved, the article(s) allegedly violated, and the specific remedy requested.

SECTION 5 – GRIEVANCE PROCEDURES:

- A. Informal Discussion of Grievance: Within seven (7) business days from the occurrence of the matter on which a complaint is based, or within seven (7) business days from his/her knowledge of such occurrence, an employee shall informally discuss the matter with their immediate supervisor. If after such a discussion, the grievance has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
- B. First Level of Review: Within seven (7) business days after the informal discussion of the grievance with the employee's immediate supervisor, the employee shall have the right to file a formal written grievance with the employee's immediate supervisor. All formal grievances shall comply with the requirements of Section 4.G, above. Within seven (7) business days of receiving a formal written grievance, the immediate supervisor shall render a decision in writing to the employee on the original copy of the grievance. Should the grievance contain more than one issue, the grievant may accept any decision in part, and may continue the grievance process until all issues are resolved.
- C. Second Level of Review: Within seven (7) business days from his/her receipt of the immediate supervisor's written decision, and using the returned original copy of the grievance form, the employee may appeal the supervisor's decision to the City Manager, using the original copy of the grievance form. Within ten (10) business days from receipt of the employees' grievance, the City Manager or his/her designee who has not been involved in the grievance in the prior two (2) levels shall review the grievance and render a written decision and the reasons therefore to the employee. The decision of the City Manager shall conclude the administrative procedures for the grievance. Again, should the grievance be partially resolved at this

level, the grievant may accept the partial resolution and continue the grievance process until all issues are resolved.

SECTION 6 – BINDING ARBITRATION:

- A. Within seven (7) business days from his/her receipt of the City Manager's or his/her designee's written decision, or should the City Manager or his/her designee fail to render a decision within the time period provided by these procedures, the Association president, or his/her designee, may request that a grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances that directly concern or involve the interpretation or application of the specific terms and conditions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any federal, state or local law or ordinance, including specifically all ordinances adopted by the City Council. The interpretation, application, merits or legality of the exercise of the City's exclusive rights and authorities as specified in Article V of this Memorandum of Understanding.
- C. In the event the Association desires to request that a grievance, which meets the requirements of Section 6.B here of, be submitted to arbitration, it shall, within the time requirements set forth above, transmit a written request to the State Mediation & Conciliation Service with a copy thereof simultaneously transmitted to the City Manager.
- D. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall notify the State Mediation & Conciliation Service and request that it provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the State Mediation & Conciliation Service, they will select an arbitrator through an alternate striking of names from that list. The last remaining name on the list will be the selected arbitrator. The party to strike the first name will be determined by chance.
- E. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the State Mediation & Conciliation Service unless the parties hereto agree to other rules or procedures for the

conduct of such arbitration. The parties involved shall share the fees and expenses of the arbitrator equally. All other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring such cost, unless otherwise agreed by the parties. The parties involved shall share the costs of transcripts and similar materials required or requested by the arbitrator equally.

- F. Prior to a hearing by an arbitrator, a representative of the City and the Association shall meet and prepare a joint statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the City and Association cannot agree on the joint statement, each party shall present to the arbitrator, at the hearing, its own submission statement; in which case the arbitrator shall determine which of the submitted issues are to be resolved.
- G. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding. The decision of the arbitrator shall be binding upon the Association to the extent the decision and award of the arbitrator does not require action by the City Council, such decision and award shall be binding upon the City. If within sixty (60) business days of receiving notice of a decision and award requiring action by the City Council, such action is not taken, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under this Memorandum of Understanding.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF SOUTH EL MONTE and the SOUTH EL MONTE EMPLOYEES' ASSOCIATION and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of South El Monte.

Representatives of the South El Monte
Employees' Association

Management Representatives of
South El Monte

SEMEA Representative Date

Rene Salas Date
Interim City Manager

SEMEA Representative Date

SEMEA Representative Date

SEMEA Representative Date

ATTACHMENT A
City of South El Monte
Monthly Salary Schedules for SEMEA Members
Period: July 1, 2022 - June 30, 2023

Period: July 1, 2022 - June 30, 2023

<u>JOB TITLE</u>	<u>SALARY</u>					
	<u>RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accountant	44	5,770	6,058	6,361	6,679	7,013
Admin Clerk Community Development*	26	3,648	3,830	4,021	4,223	4,434
Admin Clerk Public Safety	26	3,482	3,656	3,839	4,031	4,232
Admin Clerk Public Works*	26	3,648	3,830	4,021	4,223	4,434
Assistant Planner	44	5,749	6,037	6,338	6,655	6,988
Clerical Assistant	20	3,335	3,502	3,677	3,861	4,054
Code Enforcement Officer	35	5,284	5,548	5,826	6,117	6,423
Community Development Executive Assistant	36	5,304	5,569	5,848	6,140	6,447
Community Service Secretary	36	4,713	4,949	5,196	5,456	5,729
Communications Coordinator	33	5,071	5,325	5,591	5,870	6,164
Department Clerk	32	4,532	4,758	4,996	5,246	5,508
Deputy City Clerk	37	5,504	5,780	6,069	6,372	6,691
Driver Class B*	22	3,252	3,414	3,585	3,764	3,952
Equipment Mechanic	34	4,920	5,166	5,424	5,696	5,980
Finance Clerk	32	4,035	4,237	4,449	4,671	4,904
Grants Coordinator	35	5,322	5,588	5,867	6,160	6,468
Landscape Supervisor	46	6,050	6,352	6,670	7,004	7,354
License Enforcement Officer	32	3,918	4,114	4,319	4,535	4,762
Maintenance Worker I	26	4,101	4,306	4,521	4,747	4,985
Lead Maintenance Worker-Building	39	5,138	5,394	5,664	5,947	6,245
Lead Maintenance Worker-Landscape	39	5,138	5,394	5,664	5,947	6,245
Lead Maintenance Operator-Field	39	5,138	5,394	5,664	5,947	6,245
Office Assistant	18	3,688	3,872	4,066	4,269	4,483
Permit Technician	40	4,759	4,997	5,246	5,509	5,784
Public Works Analyst*	44	6,022	6,324	6,640	6,972	7,320
Public Safety Officer*	25	3,468	3,641	3,823	4,015	4,215
Receptionist*	18	3,514	3,690	3,874	4,068	4,271
Recreation Coordinator*	34	4,858	5,101	5,356	5,623	5,905
Recreation Specialist*	22	3,373	3,542	3,719	3,905	4,100
Senior Accountant	51	6,804	7,145	7,502	7,877	8,271
Senior Building Inspector	56	7,088	7,442	7,814	8,205	8,615
Senior Center Receptionist	18	3,337	3,503	3,679	3,863	4,056
Senior Services Coordinator*	34	4,858	5,101	5,356	5,623	5,905
Senior Services Specialist	22	3,220	3,381	3,550	3,727	3,913
Street Supervisor	46	6,050	6,352	6,670	7,003	7,353

* Position subject to one-time equity adjustment of 5%.

ATTACHMENT B
City of South El Monte
Monthly Salary Schedules for SEMEA Members
Period: July 1, 2023 - June 30, 2024

Period: July 1, 2023 - June 30, 2024

<u>JOB TITLE</u>	<u>SALARY</u>					
	<u>RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Accountant	44	5,943	6,240	6,552	6,880	7,224
Admin Clerk Community Development	26	3,757	3,945	4,142	4,349	4,567
Admin Clerk Public Safety	26	3,586	3,766	3,954	4,152	4,359
Admin Clerk Public Works	26	3,757	3,945	4,142	4,349	4,567
Assistant Planner	44	5,922	6,218	6,529	6,855	7,198
Clerical Assistant	20	3,435	3,607	3,788	3,977	4,176
Code Enforcement Officer	35	5,443	5,715	6,000	6,301	6,616
Community Development Executive Assistant	36	5,463	5,736	6,023	6,324	6,640
Community Service Secretary	36	4,854	5,097	5,352	5,620	5,901
Communications Coordinator	33	5,223	5,484	5,759	6,047	6,349
Department Clerk	32	4,668	4,901	5,146	5,403	5,673
Deputy City Clerk	37	5,670	5,953	6,251	6,563	6,891
Driver Class B	22	3,349	3,517	3,692	3,877	4,071
Equipment Mechanic	34	5,068	5,321	5,587	5,867	6,160
Finance Clerk	32	4,156	4,364	4,582	4,811	5,052
Grants Coordinator	35	5,481	5,755	6,043	6,345	6,662
Landscape Supervisor	46	6,231	6,543	6,870	7,214	7,574
License Enforcement Officer	32	4,035	4,237	4,449	4,672	4,905
Maintenance Worker I	26	4,224	4,435	4,657	4,890	5,134
Lead Maintenance Worker-Building	39	5,292	5,556	5,834	6,126	6,432
Lead Maintenance Worker-Landscape	39	5,292	5,556	5,834	6,126	6,432
Lead Maintenance Operator-Field	39	5,292	5,556	5,834	6,126	6,432
Office Assistant	18	3,799	3,989	4,188	4,397	4,617
Permit Technician	40	4,901	5,146	5,404	5,674	5,958
Public Works Analyst	44	6,203	6,513	6,839	7,181	7,540
Public Safety Officer	25	3,572	3,751	3,938	4,135	4,342
Receptionist	18	3,620	3,801	3,991	4,190	4,400
Recreation Coordinator	34	5,003	5,254	5,516	5,792	6,082
Recreation Specialist	22	3,316	3,482	3,656	3,839	4,031
Senior Accountant	51	7,009	7,359	7,727	8,113	8,519
Senior Building Inspector	56	7,300	7,665	8,049	8,451	8,873
Senior Center Receptionist	18	3,437	3,609	3,789	3,978	4,177
Senior Services Coordinator	34	5,003	5,254	5,516	5,792	6,082
Senior Services Specialist	22	3,316	3,482	3,656	3,839	4,031
Street Supervisor	46	6,231	6,543	6,870	7,213	7,574

ATTACHMENT C

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH EL MONTE AND THE
SOUTH EL MONTE EMPLOYEES' ASSOCIATION,
FOR THE PERIOD BEGINNING JULY 1, -2022
AND ENDING JUNE 30, -2024**



PREAMBLE

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and the Employer-Employee Relations Resolution of the City of South El Monte, the matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed by the representatives of the City of South El Monte ("City") and representatives of the South El Monte Employees' Association ("Association").

The matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed in good faith and agreed to by the City and the Association as constituting an equitable adjustment to present wages, hours and other terms and conditions of employment as evidenced by the signatures of the duly authorized representatives of the City and the Association.

The provisions of the City's Personnel Rules and/or Municipal Code shall be modified as follows for those employees subject to this Memorandum of Understanding.

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ARTICLE I

DEFINITION OF TERMS

The following terms, whenever used in this Memorandum of Understanding, shall have the meaning set forth in this article.

SECTION 1 – BUSINESS DAY: Business day shall mean days that are neither weekends nor holidays. Work day shall mean the same as business day.

SECTION 1 - CLASSIFICATION: A position or positions assigned to the same job title.

SECTION 2 - DAY: Day shall mean calendar days except, where specified in this agreement.

SECTION 3 – EMPLOYEE: An individual compensated through the City payroll and appointed to one of the classifications represented by the Association as set forth in Attachment A.

SECTION 4 – LEAVE: An authorized absence from work.

SECTION 5 - POSITION: The duties and responsibilities assigned to an employee within a classification.

SECTION 6 – PAY RATE: The regular monthly or hourly rate of pay that is assigned to an employee.

SECTION 7 – SENIORITY: The total time employed as a full-time employee of the City and the time employed as a part-time or interim employee if such time was spent working the duties of a full-time position.

SECTION 8 – SERVICE: Employment with the City.

SECTION 9 – ADVANCE WRITTEN NOTICE: A request for leave submitted on a recognized leave form of the City and approved by the employee's Department Head.

SECTION 10 – PERSONNEL RULES/EMPLOYEES' MANUAL: References policies and procedures, Federal and State Laws on Sexual Harassment, Non-Discrimination Act, and the Americans with Disabilities Act.

SECTION 11 – ANNIVERSARY DATE: The date of full-time employment, reinstatement, or promotion that is observed on an annual basis for salary increases and benefits.

ARTICLE II

COMPENSATION

SECTION 1 – PREPARATION OF COMPENSATION PLAN: The City Manager shall be responsible for the maintenance of the City's compensation plan. The compensation schedule shall contain a list of the job classifications represented by the Association and their corresponding salary range attached hereto as Attachment A.

SECTION 2 – ESTABLISHMENT OF PAY RATES: Upon appointment, an individual shall be assigned to a step on the salary range established for the classification. An employee will be eligible for an increase at first satisfactory evaluation (at or following six months of service for new-hire probationary employees).

Annually thereafter (effective July 1, 2018), on their anniversary date, an employee shall advance to the next higher step within their salary range as long as said employee is performing at a satisfactory or above level. A promotion results in a new anniversary date.

SECTION 3 – WAGES: General salary increases are as follows and are attached hereto as Attachments A and B:

- A. Effective July 1, ~~2020~~2022, salary ranges will be increased by ~~1.5%~~5%
- B. Effective July 1, ~~2021~~2023, salary ranges will be increased by ~~1.5%~~3.0%.

SECTION 4 – LONGEVITY PAY: Except as provided below, bargaining unit employees shall not be eligible for longevity pay.

- A. An employee appointed to a full-time position in this bargaining unit before October 11, 2011 and who is not receiving longevity pay on October 11, 2011 shall be eligible to receive longevity pay calculated from date of hire, as long as said employee is performing at a satisfactory, or above, level as follows:
 - 1. Completion of fifteen (15) years of continuous service as a full-time employee: two and one-half percent (2½%) of base salary.
 - 2. Completion of twenty (20) years of continuous service as a full-time employee: two and one-half percent (2½%) of base salary.
- B. Employees who, on October 11, 2011, are receiving longevity pay at a rate greater than three percent (3%) of base salary shall continue to receive such percentage of longevity pay but shall not be eligible for any increase in such longevity pay percentage.

- C. Employees who, on October 11, 2011, are receiving longevity pay at a rate of three percent (3%) of base salary shall continue to receive such percentage of longevity pay and shall be eligible for an increase in such longevity pay percentage under subsection A.2., upon meeting its requirements. Thus, the maximum rate of total longevity pay for employees covered by this subsection C is five and one-half percent (5½ %).
- D. An individual appointed to a full-time position in this bargaining unit after October 11, 2011 will not be eligible for longevity pay.

SECTION 5 – BILINGUAL SKILL PAY: Effective 11/1/10, the parties agree to suspend bilingual skill pay indefinitely.

SECTION 6 – OVERTIME COMPENSATION: The City shall provide non-exempt employees with compensation or compensatory time off in lieu of compensation, at the discretion of the employee, for overtime worked subject to the provisions of the Fair Labor Standards Act (FLSA), including the maximum limit on accumulation of compensatory time. If the City suspends operations due to a State or federal holiday, employees who would otherwise have been scheduled to work on that day shall have the number of hours in their scheduled shift added to the number of “hours worked” for the purpose of calculating overtime.

- A. Meal Allowance: An employee recalled to work due to an emergency shall be reimbursed for the actual cost of a meal purchased by the employee up to a maximum of \$10.00. The employee must submit a receipt for the meal in order to be entitled to reimbursement.

SECTION 7 – DISTRIBUTION OF OVERTIME: The assignment of overtime work shall be the responsibility of the division head and the department head. The City Manager shall have the exclusive authority to authorize overtime work. All overtime work shall receive prior authorization in order for the employee to receive compensation.

- A. Emergency Work/Storm Patrol: Emergency work related to call-outs on off-hours and storm patrol work will be assigned as follows:
 - 1. When emergency needs are assigned, personnel will be contacted to work in the following order:
 - (a) Personnel that is uniquely qualified for the needed response.
 - (b) Personnel that have the shortest response time.
- B. General Guidelines: At all times, whenever feasible, based on seniority, overtime will be assigned on an equal opportunity basis.

SECTION 8 – ALLOWANCE FOR MILEAGE: The City shall reimburse employees for use of their personal vehicles for official City business to match the amount allowed by the regulations of the Internal Revenue Service.

SECTION 9 – CALL BACK: Employees who are called back to work after completion of their regular shift shall receive three (3) hours of compensation or compensatory time off in lieu of compensation, or time actually worked, whichever is greater.

SECTION 10 – NIGHT SHIFT DIFFERENTIAL: Night shift differential shall be paid to any regular full-time employee whose schedule requires the employee to work between the hours of 6:00 PM and 6:00 AM provided that either:

- A. The employee is regularly scheduled to work ½ (50%) or more of his/her shift between the hours of 6:00 PM and 6:00 AM. These employees shall be paid an additional monthly allowance of \$50.00 per month; or
- B. The employee is NOT regularly scheduled but on individual work days of their work week they are required to work ½ (50%) or more of the scheduled work day shift between the hours of 6:00 PM and 6:00 AM. These employees shall be paid an additional allowance of \$1.00 per hour for all hours worked on the qualifying work day.

SECTION 11 – BOOT/INSOLE ALLOWANCE: Every calendar year, all employees required to wear safety-type work shoe/boot shall be entitled to reimbursement for safety-type shoe/boot or insoles for such shoe/boot from the City for an amount up to \$200.00 provided that the employee has provided management with verification or receipt within 6 months of purchase.

SECTION 12 ONE-TIME Equity Adjustment: There is a one-time five percent (5%) equity adjustment for employees identified in the classification and compensation study as being under paid by 5% or more. This adjustment is retroactively applied back to July 1, 2022. The City and Association agree the right to meet and confer on the results of the implementation of the classification and compensation study during the term of the agreement.

SECTION 13 – ONE TIME BONUS: A One-time bonus of \$2,500 is to be paid at the beginning of first contract year of \$1,250 and at the beginning of the second contract year of \$1,250.

ARTICLE III **LEAVE PROCEDURES**

SECTION 1 – HOLIDAY:

- A. Employees in the classified service shall be provided with the following holidays with pay subject to the provisions of the South El Monte Municipal Code.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
- 12-13. Juneteenth Day

Cesar Chavez Day and Juneteenth Day will be earned as ~~a~~ Floating Holidays. With prior approval, employees may use the Cesar Chavez Floating Holiday and Juneteenth Day on the day of the Cesar Chavez birthday celebration and Juneteenth Day celebration or any other scheduled workday. ~~The Each~~ holiday must be used in the calendar year granted. It may not be accrued or carried over to a subsequent year and is not subject to cash payment at termination.

If an employee is scheduled to work on a Holiday, other than a Floating Holiday, in lieu of receiving holiday leave, employee assigned to work shall receive premium pay at the rate of time and one-half for hours actually worked.

Employees shall receive holiday pay whether they work the holiday or not so long as they work the scheduled day before and after the holiday.

SECTION 2 – COMPENSATORY LEAVE: The City shall provide employees with compensatory leave subject to the following conditions:

- A. Upon advance written notice and provided that the employee's absence does not interfere with the City's operations, the City Manager shall permit an employee to use compensatory leave at the employee's discretion. An employee may use compensatory leave along with any other authorized paid leave with the approval of the City Manager.
- B. Compensatory Leave may be accrued up to a maximum of 160 hours of unused compensatory leave. Upon reaching 160 hours, employees shall earn no additional compensatory accrual until their balance of accrued but unused compensatory leave is reduced below 160 hours; as an alternative for employees who have accrued the maximum

compensatory leave hours and are being requested to work overtime they will receive compensation for such services. Employees who are currently over the maximum of 160 hours of unused compensatory leave will be paid for the excess compensatory leave on a dollar-for-dollar basis.

- C. When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the employee's pay rate on the date of the employee's separation from City service. The employee shall be compensated for one hundred percent (100%) of any accrued compensatory leave.

SECTION 3 – MILITARY LEAVE: The City shall grant military leave to employees as required by law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4 – TIME OFF FOR VOTING: The City shall provide employees with time off for voting subject to the following conditions:

- A. When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of the City Manager, take off no more than two (2) hours from work. Time off for voting shall be at the beginning or end of a work period, whichever time allows the employee the most time for voting and the least time off from work.
- B. If the employee knows or has reason to believe that time off for voting will be necessary on election day, the employee shall notify the City Manager of that fact at least two (2) work days in advance.

SECTION 5 – BEREAVEMENT LEAVE: The City Manager shall grant an employee bereavement leave for a period not exceeding three (3) work days for deaths within the employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.

SECTION 6 – TIME OFF FOR JURY DUTY: The City shall grant up to twenty-two (22) business days off to an employee required to serve on jury duty with compensation at the employee's existing pay rate. The employee will remit to the City any money paid to him/her by the court for jury service.

SECTION 7 – FAILURE TO RETURN FROM LEAVE: An employee who fails to return to work within three working days after the conclusion of a leave provided for under this Article or a vacation leave without an authorized extension of such leave shall be considered to have voluntarily resigned from City service.

ARTICLE IV

INSURANCE AND RETIREMENT BENEFITS

SECTION 1 – HEALTH BENEFITS: The City, on a conditional basis, will make available, to all members of the designated appropriate bargaining unit the Public Employees' Retirement System Medical and Hospital Care Plan (PERS Plan).

The Association on behalf of itself and all members of the designated appropriate bargaining unit acknowledges, understands and agrees the City is conditioning its willingness to allow employees to enroll in the PERS Plan on the basis the City retains the sole and absolute discretion to withdraw from the PERS Plan without meeting and conferring with the Association and without the agreement of the Association should anything occur that would modify the premium contribution format described in Section 2 of this Article. Should the City withdraw from the PERS Plan for the aforesaid reason, the City shall meet and confer with the Association related to a replacement Medical and Hospital Care Plan, pursuant to Article VII, Section 1 of this Memorandum of Understanding.

The City will meet and confer with the Association prior to determining whether to increase the City's contributions towards the PERS Reserve Fund charges or the PERS Administrative charges upon receiving written notification of any increases in those charges.

The City shall continue to make available to employees and their eligible dependents the City's current group dental and vision care plans or other plans of equal benefit. The City shall meet and confer with the Association to review alternative affordable dental and vision plans when the Association presents such plans to the City.

If an employee does not enroll in any medical insurance plan offered by the City, the employee shall receive a deferred compensation payment of \$100 per month. To be eligible for the \$100 deferred compensation payment the employee must submit to the City written proof of duplicate medical insurance coverage or evidence that enrollment in a medical insurance plan would violate the employee's religious beliefs.

SECTION 2 – CITY CONTRIBUTIONS: The City for the term of this agreement and only while the City participates in the PERS Plan, shall make the following contributions towards the cost of medical insurance for active employees:

For all active employees who join the PERS Plan, the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City's contribution will be equal to the monthly premium rate established by Kaiser Permanente for its Family Health Plan.

SECTION 3 – VISION AND DENTAL INSURANCE: The City shall pay the monthly premiums for employees and their eligible dependents. The City and the Association agree to develop a labor-management committee to evaluate efficiency of current vision, dental and other City paid benefits. Committee will determine if any recommendations for future changes are to be communicated to the City Manager.

SECTION 4 – NOTIFICATION OF INCREASE IN PREMIUM: The City shall advise the Association in writing of increases in insurance premiums and the effective date(s) of the increase(s) within two weeks of receiving notice of the increase(s).

SECTION 5 – LIFE INSURANCE, ACCIDENTAL DEATH INSURANCE AND LONG-TERM DISABILITY INSURANCE: The City shall pay one hundred percent (100%) of the cost for each employee in providing term life insurance equal to the employee's annual salary, accidental death and dismemberment insurance equal to the employee's annual salary, and long-term disability insurance equal to two-thirds (2/3) of the employee's monthly salary. The long-term disability plan shall provide for thirty (30) day benefit exclusion and benefit payments until the age of seventy (70) years of age.

SECTION 6 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS): The City shall include eligible employees in the Public Employees' Retirement System 2.5% at 55 plan, with the highest year and social security offset or the Public Employees' Retirement System 2% at 60 plan, depending upon the employee's hire date as provided below. Effective completion of the process required by CALPERS, the City will not pay a portion of an employee's contribution to the applicable Public Employees' Retirement System plan.

SECTION 7 – EMPLOYEE REQUIRED PERS CONTRIBUTION:

- A. For those employees covered by the 2.5% at 55 PERS retirement plan, the City will no longer pay a portion of the required PERS employee contribution. The employee will be required to pay the individual maximum employee contribution of eight percent (8%);
- B. For those covered by the 2% at 60 PERS retirement plan, the City will no longer pay a portion of the required PERS employee contribution. The employee will be required to pay the individual maximum employee contribution of seven percent (7%).

- D. For employees covered by the 2% at 62 PERS retirement formula, effective January 1, 2013 Public Employees' Pension Reform Act of 2013 (PEPRA) prohibited employers from paying any portion of a "new member's" member contribution rate, the employee will be required to pay the individual maximum employee contribution of six-point two five percent (6.25%) or such different amount as determined by PERS.

SECTION 8 – RETIREE HEALTH BENEFITS:

- A. The City will contribute \$1.00 per month towards PERS Medical and Hospital Care plan premium costs of annuitants. This amount will be upwardly adjusted by five percent (5%) of the amount of the City's direct contribution for active employees on an annual basis, or such other amount required by statute, until the contributions are equal.
- B. Employees fifty (50) years of age and older, who retire under PERS, shall be eligible to continue in the City's group dental and vision care plans until age sixty-five (65) contingent upon the health provider's acceptance of the individual. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his/her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay the cost of dependent insurance benefits. During the term of this agreement and while the City participates in the PERS medical and hospital care program, the City will contribute an amount toward the PERS medical premium for eligible annuitants that is equal to the amount required under the Public Employees Medical and Hospital Care Act and the City's resolution electing coverage under that act.

SECTION 9 – EMPLOYER MATCHING RETIREMENT PROGRAM: The City and the Association agree, in accordance with applicable Internal Revenue Service rules and regulations to identify and establish a program for individual Retirement Savings Account (RSA) that will allow pre-tax contributions. The purpose of the RSA is to provide for a supplemental retirement program. Upon identification and establishment of an RSA, eligible employees will have the option of contributing pre-tax earnings into the RSA. To be eligible for the RSA, individual employees must have fifteen (15) years or more of City service. The City will match up to one hundred dollars (\$100) of the individual employees' contributions to the RSA.

ARTICLE V

CITY RIGHTS

SECTION 1 – EXCLUSIVE RIGHTS AND AUTHORITY:

- A. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include but not be limited to the City's right to:
1. Determine issues of public policy;
 2. Determine and change the facilities, methods, means, and personnel by which the City operations are to be conducted;
 3. Expand or diminish services;
 4. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
 5. Determine the size and composition of the work force to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
 6. Determine job classifications;
 7. Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;
 8. Initiate disciplinary action for legitimate reasons;
 9. Determine policies, procedures and standards for selection, training and promotion of employees;
 10. Establish employee performance standards, including but not limited to quality and quantity standards;
 11. Maintain the efficiency of governmental operations;
 12. Exercise complete control and discretion over the organization and the technology of performing its work and services;

13. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services;
 14. Determine any and all necessary actions to carry out its missions in emergencies.
 15. Contract or subcontract for any work or operation without the obligation to meet and confer regarding the decision or process to be used. (However, in the event the decision to contract out bargaining unit work results in the layoff of members of the bargaining unit, the City agrees to meet and confer with the Association beginning at least 20 working days prior to the effective date of layoff regarding impacts that are not already addressed by City rules or procedures.)
- B. The exclusive decision-making authority of the City Council and City Manager on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The employee may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE VI

ASSOCIATION SECURITY

SECTION 1 – RECOGNITION:

- A. Pursuant to the provisions of the Employer-Employee Relations Resolution and state law, the City recognizes the South El Monte Employees' Association as the exclusive representative for all employees in the classifications listed in Attachment A of this Memorandum of Understanding.
- B. The Association recognizes the City Manager as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding.

SECTION 2 - UNION RESPONSIBILITIES:

- A. Union Responsibilities: The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and to all Unit employees, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and its treasurer or corresponding principal officer, and a certified public accountant.

B. Implementation: Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided with an authorization form by the Association's representative. The Human Resources Division shall notify the Association of any new employee subject to this Memorandum of Understanding. It is up to the Association to ensure the new employee is contacted to further explain the Association and its role in servicing members of this Unit. If an employee chooses to join the Association, they must return said form to the Association or departmental payroll office. The effective date of Association dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later. Nonunion members are still covered by this collective bargaining unit. Those procedures shall be in accordance with the decision of the United States Supreme Court in Mark Janus, v. American Federation of State, County, and Municipal Employees, Council 31, et al. (2018) No. 16-1466.

C. The City shall abide by the terms and conditions outlined in AB 119.

ARTICLE VII

OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – MEET AND CONFER IN GOOD FAITH - SCOPE: The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefits and other terms and conditions of employment. The City agrees to provide the Association or its designee, at no cost, each draft City budget as it is presented for review, the adopted City budget, and the annual audit, to assist the Association in its representational duties pursuant to the Meyers-Milias-Brown Act. All other documents shall be made available pursuant to the provisions of the Public Records Act.

SECTION 2 – DUES DEDUCTION: The City agrees to deduct from the salary of each Association member the amount of monthly Association dues owed by the employee as certified by the Association's treasurer. The amount of dues deducted shall be forth with transmitted to the Association.

SECTION 3 – REIMBURSEMENT FOR DAMAGE TO EMPLOYEE VEHICLES: The City agrees to reimburse full-time employees in an amount not to exceed two hundred and fifty dollars (\$250) per fiscal year for damages due to or caused by vandalism to the employee's vehicle during working hours, or when the employee is using their personal vehicle for City business. In order to be eligible for reimbursement, the employee must submit an incident report and a Sheriff's

report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

SECTION 4 – EDUCATION REIMBURSEMENT: The City shall reimburse employees for the cost of all books and tuition incurred by the employee while attending an accredited educational institution for those courses directly related to the employee’s scope of employment or which are contained within an approved curriculum of study that is directly related to the employee’s scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City shall reimburse the employee for all classes the employee completes with a grade of “C” or better provided the employee provides a list of classes prior to each quarter or semester; provides verification of the cost for tuition and books; and provides a certification of completion. Upon completion of receiving a community college degree, Bachelor’s degree, Master’s degree, or certificate program, the employee agrees to remain employed with the City during the terms of this agreement. In the event the employee leaves during the 1st year of this agreement, 100% of the funds paid by the City is reimbursable back to the City. In the event the employee leaves during year 2 of this agreement, 50% of the funds paid by the city will be reimbursed by the employee back to the city.

~~SECTION 4 – EDUCATION REIMBURSEMENT: The City shall reimburse a full-time employee who has passed the initial probationary period, who is in good standing, and who has received a satisfactory performance evaluation from their supervisor, for the cost of books and tuition incurred by the employee while attending an accredited educational institution for those courses that are directly related to the employee’s job functions. Prior to each quarter, semester or the first day of the course, the employee must complete the Education Reimbursement Application, and receive written approval from the City Manager.~~

~~The application may be obtained from the office of the City Manager or the Human Resources/Risk Manager. Should the employee resign from City service within three years of completing coursework, the employee must reimburse the City the amount received for that coursework.~~

~~Approval by the City Manager will be given for courses that are directly related to the employee’s job functions as determined by the City Manager. The courses must not interfere with the employee’s scheduled work hours.~~

~~Tuition shall be reimbursed for accredited institutions. Tuition reimbursement shall not exceed two thousand dollars (\$2,000.00) in any fiscal year. Reimbursement for books shall not exceed five hundred dollars (\$500.00) in any fiscal year. The total educational reimbursement for an employee in good standing shall not exceed (\$2,500.00) in any fiscal year.~~

~~Upon completion of the Education Reimbursement Application and approval by the City Manager, the employee shall receive tuition reimbursement provided the employee completes the approved courses with a grade of “C” or better and provided the employee produces verification of course completion. The City~~

~~Manager may request a copy of the employee's transcript to verify course completion. Applications for Education Reimbursement forms shall be available from the City Manager's Office or the Human Resources/Risk Manager's Office.~~

SECTION 5 – UNIFORMS: The City shall provide uniforms for all employees required to wear a uniform immediately after the employee completes their probationary period, and as required throughout the employee's service with the City.

SECTION 6 – USE OF CITY SUPPLIES: The City agrees the Association may use the City's copying machines, faxes and e-mail. E-mail usage shall be for Union correspondence only; members shall sign and follow the guidelines set forth in the E-mail, and Internet policy.

SECTION 7 – USE OF CITY RESOURCES: Access to City work locations and the use of City paid time and facilities by the Association and those representing it shall be authorized only to the extent provided in the City's administrative procedures and shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as the solicitation of membership, campaigning for office, organization meetings and elections. Association activities shall not interfere with the efficiency, safety and security of City operations.

SECTION 8 – AFTER-SCHOOL PROGRAM ALLOWANCE: The City shall reserve a combined total of ten (10) slots at 50% of the regular rate in the After-School Program and Extended Day Care programs for use by employees for the care of their children or children for whom they are the primary caretaker. Should more than ten (10) of said children seek enrollment at any one time, priority for enrollment shall be based on the employee's seniority.

An employee enrolling any child other than their natural, adopted or stepchild shall be required to execute an "Affidavit of Eligibility" declaring under penalty of perjury that the child being enrolled is a member of their household and that they provide fifty percent (50%) or more of the child's financial support and maintenance.

ARTICLE VIII

MODIFICATION AND DURATION

SECTION 1 – MODIFICATION AND WAIVER: The City and the Association agree that this Memorandum of Understanding contains all of the covenants, stipulations, and agreements of the parties. The City and the Association understand that provisions contained in the Municipal Code, personnel rules, or administrative orders that directly relate to matters within the scope of representation are a part of this Memorandum of Understanding. Except as

otherwise provided, the City and the Association agree, understand and reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered in this Memorandum of Understanding.

SECTION 2 – SEVERABILITY: Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section, or subsection of this Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this Memorandum of Understanding, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 3 – DURATION:

- A. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.
- B. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and in effect from July 1, ~~2020~~ 2022 and shall remain in full force and in effect until and including the 30th day of June ~~2022~~ 2024.
- C. The Association shall present a proposal for a successor Memorandum of Understanding to the City by March 31, ~~2022~~ 2024.

SECTION 5 - EMPLOYEE RIGHTS: The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

- A. Employees in positions contained within the Association's bargaining unit shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this agreement.
- B. No employee will be interfered with, intimidated, coerced, restrained or discriminated against by any employee organization because of the exercise of his/her employment rights.
- C. Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the

officers of the Association for clarification or assistance during off-duty hours or during lunch hours and breaks or upon authorization according to administrative orders.

- D. Management and confidential employees may not represent any employee organization that represents other employees of the City on matters within the scope of representation.

ARTICLE IX

EMPLOYEE BENEFITS

SECTION 1 – ALTERNATIVE WORKWEEK: The City shall continue a 4/10 work week for all classified employees.

SECTION 2 – VACATION TERMS: Bargaining unit members will be subject to the following vacation provisions:

- A. Employees may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, employees shall earn no additional vacation accrual until their balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination of the City Manager that work demands prevent an employee from using vacation time on a timely basis, the City Manager may permit an employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and six (6) months. The City Manager may also require a plan designed to bring the employee back into compliance with vacation accrual limitations. It is the responsibility of each employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.
- B. All employees who have accrued in excess of 250 hours will be paid for the excess vacation on a dollar for-dollar basis on June 30, or the last day in which City Hall is open prior to June 30 if June 30 is on a day in which City Hall is closed. Cash out request forms are due to the Finance Department no later than two business days prior to when checks will be issued to eligible City employees. Additionally, employees can be paid for the excess vacation on December 31, or the last day in which City Hall is open prior to December 31 if December 31 falls on a day in which City Hall is closed. Cash out request forms are due to the Finance Department no later than two business days prior to when checks will be issued to eligible City employees.

1. Must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.
 2. The request must otherwise comply with reasonable rules and procedures established by the City Manager.
 3. A qualifying employee may elect to be paid effective on either date referenced in Article IX, Section II, Item B, but may only be paid for excess vacation twice per fiscal year.
- C. If vacation time is not taken due to administration determination, the employee shall be entitled to the stated cash-out provisions, as determined by the City Manager in his or her sole discretion.
- D. Employees appointed to a full-time position in this bargaining unit after October 11, 2011 shall be credited with vacation leave at the following rates based upon the length of service:
1. Eight (8) hours per month or ninety-six (96) hours per year (accrued at the rate of 3.692 for 26 pay periods annually) during the first five (5) years of service;
 2. Ten (10) hours per month or one hundred twenty (120) hours per year (accrued at the rate of 4.615 for 26 pay periods annually) during the sixth (6th) through the tenth (10th) years of service;
 - 2.3. Twelve (12) hours per month or one hundred forty-four (144) hours per year (accrued at the rate of 5.538 for 26 pay periods annually) during the eleventh (11th) through fifteenth (15th) years of service;
 - 3.4. Thirteen (13) hours and twenty (20) minutes per month or one hundred fifty-six (156) hours per year (accrued at the rate of 6.000 for 26 pay periods annually) during the sixteenth (16th) through the twentieth (20) years of service; and
- E. Employees appointed to a full-time position in this bargaining unit before October 10, 2011 shall be credited with vacation leave at the following rates based upon the length of service:
1. With the leave accruals in Article IX, Section II, Item D, Numbers 1 – 4; and
 2. Sixteen (16) hours and forty (40) minutes (16.66 hours) per month or one hundred ninety-nine point two (199.92) hours per year (accrued at the rate of 7.689 hours bi-weekly for 24 of the

26 pay periods annually) after the twenty-first year and following years of service.

- F. City Hall will be closed on all days between the Christmas Eve and New Year Holidays. Except as otherwise determined by the City Manager, City services will be suspended and employees will not be scheduled to work during this time. Employees shall be allowed to utilize available vacation hours or compensatory leave to remain in paid status while City services are suspended during this time.

SECTION 3 – SICK LEAVE: Bargaining unit members will be subject to the following sick leave policy:

- A. Employees may accrue an unlimited number of sick leave hours;
- B. All employees who have accrued in excess of 330 hours may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st;
- C. Employees leaving City employment shall be eligible to receive monetary compensation for any unused sick leave. The value of the accrued sick leave shall be calculated based on the employee's anniversary date as illustrated in the chart below:

Years of Service	Value of Sick Leave
0 – 10 years	0%
10 years plus	10%

SECTION 4 – HOLIDAY LEAVE: If a holiday falls on a day on which an employee is not scheduled to work, that employee shall be entitled to a floating holiday which must be utilized within one year of its accrual.

ARTICLE X

PROBATIONARY PROCEDURES

SECTION 1 – DURATION OF PROBATIONARY PERIOD: An employee appointed or promoted to a position in the classified service shall serve a probationary period of not less than six (6) months beginning on the effective date of appointment or promotion. The City shall evaluate a probationary employee during the probationary period. The City shall conduct the evaluation at approximately the mid-point of the probationary period.

Non-promotional probationary employees shall not be entitled to bereavement leave, personal leave or religious leave during the probationary period. Non-

promotional probationary employees shall earn sick leave and vacation leave, but may not use such leave until successful completion of the probationary period.

ARTICLE XI

TERMINATION PROCEDURES

SECTION 1 – RESIGNATION: An employee absent from work without authorization for three consecutive working days or more shall be considered to have voluntarily resigned from City service.

ARTICLE XII

DISCIPLINARY PROCEDURES

SECTION 1 – LEGITIMATE REASON FOR DISCIPLINARY ACTION: Disciplinary action consists of the discharge, involuntary demotion or suspension of an employee. An employee shall not be discharged, involuntarily demoted or suspended except for a legitimate reason. A legitimate reason for disciplinary action may include, but shall not be limited to the following:

1. Violation of administrative orders;
2. Failure to properly perform assigned duties;
3. Theft of City property;
4. Insubordination;
5. Conviction of a felony or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;
6. Unauthorized absence from employment;
7. Tardiness;
8. Failure to maintain satisfactory working relationships with other employees or the public;
9. Reporting for work, or being at work under the influence of or in possession of alcohol, or non-prescribed controlled substances;
10. Improper use of City funds;

11. Unauthorized use of City property;
12. Failure to properly care for City property;
13. Misstatement of a material fact;
14. Failure to maintain any employment qualification;
15. Willful falsification of any City report or record;
16. Failure to comply with health and safety standards;
17. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

SECTION 2 – DISCIPLINING AUTHORITY: The City Manager or his/her designee shall have the responsibility to institute a disciplinary action, to schedule and conduct any pre-disciplinary conference and to impose disciplinary action.

SECTION 3 – NOTICE OF DISCIPLINE: Except as otherwise provided in the Personnel Rules, prior to imposing any disciplinary action, the Disciplining Authority shall notify the employee in writing of the nature of the proposed disciplinary action and its proposed effective date; the reason for the proposed disciplinary action; any specific charges against the employee; of the employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based; and of the employee's right to respond to the charge, either orally or in writing.

SECTION 4 – REPRESENTATION: Employees are entitled to have an Association representative present during any interview that may result in discipline. Employees:

- A. Must request an Association representative to be called into the meeting.
- B. Must have a reasonable belief that discipline will result from the meeting.

SECTION 5 – EMERGENCY SUSPENSION: When the Disciplining Authority determines that an employee's conduct threatens or has caused injury to persons or property, or presents the possibility for additional misconduct, the Disciplining Authority may impose a suspension against the employee, effective immediately, until a pre-disciplinary conference is conducted pursuant to the Personnel Rules.

Within three (3) business days of such emergency suspension, the Disciplining Authority shall issue the employee the written notification specified in Section 3, above. The Disciplining Authority, unless otherwise requested by the employee, shall conduct a pre-disciplinary conference in not less than ten (10) days after the effective date of the emergency suspension.

The imposition of an emergency suspension against an employee does not preclude the Disciplining Authority from proposing a more severe disciplinary action against the employee receiving an emergency suspension.

The appeal rights of an employee receiving an emergency suspension shall be governed by the procedures provided for in the Personnel Rules for employees disciplined in a non-emergency situation.

SECTION 6 – REPRIMAND: A reprimand is a written criticism of an employee's work performance or conduct and may be issued to an employee in accordance with Article XII, Section 1, of this agreement. While a reprimand in and of itself is not a disciplinary action, it may form the basis of subsequent disciplinary action.

SECTION 7 – ORAL WARNING: An oral warning is a private conference between an employee and a Supervisor or Disciplining Authority at which the employee is informed of a deficiency in performance or conduct and advised as to corrective action which should be taken to improve the performance or conduct in question.

SECTION 8 – PERSONNEL FILES:

- A. Upon request, a personnel file shall be open for inspection by the employee or by his/her representative with the written consent of the employee concerned.
- B. When adverse material is to be placed in a personnel file, the City shall (1) notify the employee, (2) upon request, discuss the matter with the employee, and (3) request the employee to initial such material merely to confirm he/she has seen it. This shall not apply to the records of an employee relating to the investigation of a possible criminal offense or apply to letters of reference.
- C. Any adverse material, except above mentioned, withheld from the employee or the representative by management may not be used in any disciplinary proceedings.

ARTICLE XIII

APPEAL PROCEDURES

SECTION 1 – REQUEST FOR DISCIPLINARY HEARING: Employees shall have the right to appeal the imposition of disciplinary action. When an employee

requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the City Manager within ten (10) days after the effective date of the imposition of the disciplinary action. Any such request shall be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All disciplinary hearings shall be conducted in private unless the employee requests, in writing, a public hearing. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 – SCHEDULING OF DISCIPLINARY HEARING: The City Manager shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of a hearing officer and the convenience of the employee and the witnesses.

SECTION 3 – HEARING OFFICER: The City Manager may be the Hearing Officer for a disciplinary hearing or the City Manager may designate any third party as the Hearing Officer.

SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING: At the disciplinary hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 – BURDEN OF PROOF AND EVIDENCE: The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the employee by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6 – CONDUCT OF DISCIPLINARY HEARING: The conduct of the disciplinary hearing shall be under the control of the Hearing Officer with due regard for the rights and privileges of the parties. The City Manager shall promulgate reasonable rules and regulations governing the conduct of the disciplinary hearings. The rules and regulations shall be available to employees. During the examination of a witness, the Hearing Officer may exclude from the hearing any and all other witnesses. The Hearing Officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7 – HEARING OFFICER'S DECISION: Within a reasonable time after the disciplinary hearing, the Hearing Officer shall issue a written decision containing findings of fact and conclusions of law. The Hearing Officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee. Except as otherwise provided for in this Memorandum of Understanding, the Hearing Officer's decision constitutes a final resolution of any

disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 8 – APPEAL OF HEARING OFFICER'S DECISION: If the disciplinary action reviewed by the Hearing Officer constitutes discharge or a suspension of more than ten (10) working days, the Disciplining Authority or the employee may request an appeal hearing before the City Council to review the Hearing Officer's decision. If the employee fails to request an appeal hearing within the prescribed time, the employee shall have waived the right to an appeal hearing and all rights to further appeal of the disciplinary action.

SECTION 9 – REQUEST FOR APPEAL HEARING: When an employee requests an appeal hearing, the request shall be in writing, signed by the employee and filed with the City Council within ten (10) business days after the notification of the Hearing Officer's decision. The appeal shall be addressed to the City Council and shall identify the decision appealed from the grounds for the appeal and the relief requested by the employee. All appeal hearings shall be conducted in private unless the employee requests, in writing, a public hearing. The City Council shall schedule any appeal hearing within a reasonable time and conduct any appeal hearing within fifteen (15) business days after the filing of the appeal.

SECTION 10 – REPRESENTATION AT APPEAL HEARING: At the appeal hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to present oral and written arguments to the City Council.

SECTION 11 – CITY COUNCIL'S DECISION: The decision of the City Council shall be in writing and contain findings of fact and conclusions of law within ten (10) working days following the hearing. The City Council may affirm, revoke or reduce the decision of the Hearing Officer. Except as otherwise provided for in these Memorandum of Understanding, the City Council's decision shall constitute a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 12 – BINDING ARBITRATION: If the decision of the City Council constitutes the discharge of an employee or the suspension of an employee for more than ten (10) working days, the Association president, or his/her designee, may request that the City Council's decision be submitted to arbitration as provided within Personnel Rule XIV, Section 5.

ARTICLE XIV

GRIEVANCE PROCEDURES

SECTION 1 – PURPOSE OF GRIEVANCE PROCEDURES: The grievance procedures shall be used to resolve employee complaints concerning the

express terms and conditions of employment with the City. The grievance procedures shall not be used for:

- A. The resolution of any complaint concerning any disciplinary action; or
- B. The resolution of any complaint concerning any aspect of the employment examination process.

SECTION 2 – MATTERS SUBJECT TO GRIEVANCE PROCEDURE:

- A. Violation of a specific term of this Memorandum of Understanding between the City and the Association;
- B. Improper application of rules, regulations and procedures;
- C. Unfair treatment, including coercion, restraint or reprisal;
- D. The impact of a reduction in force action (layoff);
- E. Promotion procedures unfairly implemented;
- F. Discrimination because of race, religion, color, creed, disability, sex, marital status, national origin or sexual orientation; or
- G. Any other matter affecting the terms and conditions of employment.

SECTION 3 – GENERAL PROCEDURES:

- A. Any grievance not filed or appealed to the next step within the time limits established in the grievance procedures shall be deemed settled on the basis of the last decision and not subject to further appeal or reconsideration.
- B. Failure by City to reply to a grievance within the time limits established in the grievance procedures shall automatically grant the right to process the grievance to the next level.
- C. By mutual agreement and for good cause, any level of review, or any time limits established in these procedures, may be waived or reasonably extended in writing at any step in the grievance procedure.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.
- E. If a grievance is returned to the employee for insufficiency, the City will state in writing the reasons for the return. If the grievance was timely filed initially, new time limits for filing a revised grievance shall commence in accordance with Section 5 (B) of these procedures.

- F. The settlement of any specific complaint(s) or grievance(s) shall not constitute a precedent for settlement of complaints or grievances, nor for the interpretation of this Memorandum of Understanding to other individuals or circumstances.

SECTION 4 – RIGHTS, RESPONSIBILITIES AND RESTRICTIONS:

- A. Employees have the right to the assistance of a representative of their choice in the preparation of their written grievance and to represent them in formal or informal grievance meetings. The grievant may be required by either party to be present in any or all meetings, related to their grievance.
- B. Employees selected as a representative in a grievance must obtain the permission of his/her supervisor to be absent from his/her duties to attend a grievance meeting. The employee representative shall provide his/her supervisor with reasonable advance notice to ensure that his/her absence will not interfere with Departmental operations.
- C. Grievances may be submitted on City time. In scheduling the time, place and duration of any grievance meeting, the operational needs of the City shall be of paramount consideration. Neither the grievant nor the City shall lose their rights because of limitations in scheduling meetings or limitations placed on the release of an employee representative due to the operational needs of the City.
- G.D. Only a person selected by a grievant and made known to the City two (2) business days prior to a scheduled formal grievance shall have the right to represent or advocate as an employee's representative.
- D.E. The City shall notify the president of the Association of any grievance involving the terms and conditions of this Memorandum of Understanding. The president, or his or her designee, with the permission of the grievant, may be present as an observer at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this Memorandum of Understanding. If the Association representative is permitted by the grievant to attend any formal grievance meeting, he/she must obtain his/her supervisor's prior permission to be absent from his/her assigned duties.
- E.F. Only persons who have direct, first-hand knowledge of the event(s) giving rise to the grievance may be called as witnesses.

F.G. Supervisors and department heads have the responsibility to inform an employee of any limitation of their authority to fully resolve a grievance. Employees have the responsibility to state clearly and concisely the specific action(s) being grieved, the article(s) allegedly violated, and the specific remedy requested.

SECTION 5 – GRIEVANCE PROCEDURES:

- A. Informal Discussion of Grievance: Within seven (7) business days from the occurrence of the matter on which a complaint is based, or within seven (7) business days from his/her knowledge of such occurrence, an employee shall informally discuss the matter with their immediate supervisor. If after such a discussion, the grievance has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
- B. First Level of Review: Within seven (7) business days after the informal discussion of the grievance with the employee's immediate supervisor, the employee shall have the right to file a formal written grievance with the employee's immediate supervisor. All formal grievances shall comply with the requirements of Section 4.G, above. Within seven (7) business days of receiving a formal written grievance, the immediate supervisor shall render a decision in writing to the employee on the original copy of the grievance. Should the grievance contain more than one issue, the grievant may accept any decision in part, and may continue the grievance process until all issues are resolved.
- C. Second Level of Review: Within seven (7) business days from his/her receipt of the immediate supervisor's written decision, and using the returned original copy of the grievance form, the employee may appeal the supervisor's decision to the City Manager, using the original copy of the grievance form. Within ten (10) business days from receipt of the employees' grievance, the City Manager or his/her designee who has not been involved in the grievance in the prior two (2) levels shall review the grievance and render a written decision and the reasons therefore to the employee. The decision of the City Manager shall conclude the administrative procedures for the grievance. Again, should the grievance be partially resolved at this level, the grievant may accept the partial resolution and continue the grievance process until all issues are resolved.

SECTION 6 – BINDING ARBITRATION:

- A. Within seven (7) business days from his/her receipt of the City Manager's or his/her designee's written decision, or should the City Manager or his/her designee fail to render a decision within the time period provided by these procedures, the Association president, or

his/her designee, may request that a grievance be submitted to arbitration as provided for hereinafter.

- B. Only those grievances that directly concern or involve the interpretation or application of the specific terms and conditions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any federal, state or local law or ordinance, including specifically all ordinances adopted by the City Council. The interpretation, application, merits or legality of the exercise of the City's exclusive rights and authorities as specified in Article V of this Memorandum of Understanding.
- C. In the event the Association desires to request that a grievance, which meets the requirements of Section 6.B here of, be submitted to arbitration, it shall, within the time requirements set forth above, transmit a written request to the State Mediation & Conciliation Service with a copy thereof simultaneously transmitted to the City Manager.
- D. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall notify the State Mediation & Conciliation Service and request that it provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the State Mediation & Conciliation Service, they will select an arbitrator through an alternate striking of names from that list. The last remaining name on the list will be the selected arbitrator. The party to strike the first name will be determined by chance.
- E. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the State Mediation & Conciliation Service unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The parties involved shall share the fees and expenses of the arbitrator equally.

All other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring such cost, unless otherwise agreed by the parties. The parties involved shall share the costs of transcripts and similar materials required or requested by the arbitrator equally.

- F. Prior to a hearing by an arbitrator, a representative of the City and the Association shall meet and prepare a joint statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the City and Association cannot agree on the joint statement, each party shall present to the arbitrator, at the hearing, its own submission statement; in which case the arbitrator shall determine which of the submitted issues are to be resolved.
- G. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding. The decision of the arbitrator shall be binding upon the Association to the extent the decision and award of the arbitrator does not require action by the City Council, such decision and award shall be binding upon the City. If within sixty (60) business days of receiving notice of a decision and award requiring action by the City Council, such action is not taken, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under this Memorandum of Understanding.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF SOUTH EL MONTE and the SOUTH EL MONTE EMPLOYEES' ASSOCIATION and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of South El Monte.

Representatives of the South El Monte
Employees' Association

Management Representatives of
South El Monte

SEMEA Representative Date
Date

~~Rachel Barbosa~~ Rene Salas
Interim City Manager

SEMEA Representative Date

SEMEA Representative Date

SEMEA Representative Date



City Council Agenda Report

Agenda Item No. 9.a.

DATE: September 13, 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. 22-75, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS LLC FOR CONTRACTUAL SERVICES

SUMMARY: In March 2022, the City entered into an agreement with Townsend Public Affairs LLC (Townsend) for ongoing consulting services related to obtaining grant funding and legislative advocacy. The initial agreement was for a term of four months, ending June 30, 2022, with a provision to extend for an additional six-month period. Based upon the initial results, it was determined that entering into a one-year extension, with a City option for two additional one-year extensions, was a prudent course of action. This would allow Townsend to continue to work on grant funding opportunities that are currently in process, as well as further identify additional ones. The new agreement will cover the period from July 1, 2022 through June 30, 2023. In addition, the City has, at its option, the right to renew for an additional two one-year terms covering a twelve-month period covering the 1st day of July, 2023 through the 30th day of June, 2024 and the 1st day of July 2024 through 30th day of June 2025.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-75, approving Amendment No. 1 to agreement with Townsend Public Affairs LLC for consulting services related to grant funding and legislative advocacy.

FISCAL IMPACT: The fiscal impact for fiscal year 2022-23 is \$81,000. This is based upon the contract rate of \$6,750 per month. The General Fund budget for this service is \$60,000. The additional unfunded amount of \$21,000 will be brought forward to the City Council in the upcoming first quarter budget amendment.

DISCUSSION: On March 23, 2022, the City entered into a short-term agreement to cover the balance of fiscal year 2021-22 with Townsend to provide consulting services related to obtaining grant funding and legislative advocacy. Townsend is a well known firm that provides consulting services related to state and federal legislative advocacy and grant funding advocacy. The existing contract has a contract provision for a six-month

extension. The City has determined that Townsend's services should continue for the entire fiscal year 2022-23. As a result, budget amendment 1 has been developed. The rate for the current fiscal year is \$6,750 per month, totaling \$81,000. This is an increase over the initial agreement, where a discounted rate was provided, since the initial effort was to focus solely on one Federal earmark for the Merced Project. The \$6,750 per month rate is inline with other cites that receive full service.

Townsend's approach in serving the City is based upon conducting a detailed orientation; developing a legislative strategy; implementing the legislation strategy; providing progress reports; and filing lobbying disclosure reports as required by law. Staff recommends that the City Council authorize the City Manager to enter into the one-year extension to the initial agreement at a total cost-not-to exceed \$81,000. This will also include a provision for two additional one year options for continued services at the same rate.

ATTACHMENT(S):

- A. Resolution No. 22-75
- B. Amendment No. 1
- C. Townsend Public Affairs Agreement

ATTACHMENT A

RESOLUTION NO. 22-75

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL APPROVING AMENDMENT NO. 1 TO THE
AGREEMENT FOR CONTRACTUAL SERVICES WITH
TOWNSEND PUBLIC AFFAIRS LLC

WHEREAS, the existing four month agreement for contractual services expired on June 30, 2022; and

WHEREAS, the City and Townsend Public Affairs have agreed on a one-year extension at an annual amount not-to exceed \$81,000; and

WHEREAS, the City and Townsend Public Affairs have agreed, at the City's option, that two additional one-year terms can extend the agreement covering the twelve month period of the 1st day of July, 2023 through the 30th day of June, 2024 and the 1st day of July 2024 through the 30th day of June 2025 at the same annual rate.

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

SECTION 1. The City and Townsend Public Affairs have agreed to enter Amendment No. 1 providing services on an Annual basis covering July 1, 2022 through June 30, 2023 for \$81,000; and

SECTION 2. The City and Townsend Public Affairs have agreed that Amendment No. 1 provides, at the City's option, to secure Townsend Public Affairs services for two additional one year extensions covering the period 1st day of July, 2023 through the 30th day of June 2024 and 1st day of July, 2024 through the 30th day of June 2025.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of September, 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. 22-75, 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 13th day of September 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the **CITY OF SOUTH EL MONTE** (“City”) and **TOWNSEND PUBLIC AFFIARS LLC** (“Consultant”) is effective as of the 1st day of July, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated 23rd day of March 2022, (“Agreement”) whereby Consultant agreed to provide legislative advisory services through June 30, 2022.

B. City and Consultant now desire to amend the Agreement to cover the twelve month period covering 1st day of July, 2022 through the 30th day of June, 2023.

C. City and Consultant agree that the City, at the City’s election, can extend an additional two one year terms covering twelve month period covering 1st day of July, 2023 through the 30th day of June, 2024 and 1st day of July 2024 through 30th day of June 2025.

D. City and Consultant agree that the monthly rate for services from 1st day of July 2022 through the 30th day of June 2023 and going forward will be \$6,750 per month, with an annual amount not-to-exceed \$81,000.

E. City and Consultant agree that the two one year extension periods covering the twelve month period of 1st day of July, 2023 through the 30th day of June, 2024 and 1st day of July 2024 through 30th day of June 2025 will be \$6,750 per month, with an annual amount not -to-exceed \$81,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in ~~strike through~~ and added text in ***bold italics***.

A. Compensation

2.1 Contact Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum amount of ~~TWENTYTHOUSAND DOLLARS AND NO CENTS (\$20,000)~~ ***EIGHTY ONE THOUSAND AND NO CENTS (\$81,000)*** (Contract Sum).

B. Term

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

and during the time period of July 1, 2022 to June 30, 2023 but not exceeding four months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City may, in its sole discretion, extend the Term for ~~six additional months~~ **two additional one year terms**.

C. Exhibit “C” Schedule of Compensation

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

Legislative Advocacy Services	
Term: March 23, 2022 - June 30, 2022	\$5,000 Per Month*
Term: July 1, 2022 to June 30, 2023	\$6,750 Per Month
State and Federal Legislative Advocacy	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included

* *The monthly fee includes all reasonable business and travel expenses*

D. Exhibit “D” Schedule of Performance

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

~~Project term is March 23, 2022 — June 30, 2022. Consultant shall complete all services rendered hereunder no later than June 30, 2022.~~ ***All services conducted shall be timely and in accordance with the schedule agreed to by both Parties.***

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, Interim City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONTRACTOR:

CONSULTANT

By: _____
Name: Christopher Townsend
Title: President

By: _____
Name: Christopher Townsend
Title: Secretary

Address: Townsend Public Affairs
1401 Dove Street, Suite 330
Newport Beach, CA 92660

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

ATTACHMENT C

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
TOWNSEND PUBLIC AFFAIRS, INC.**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 23rd day of March 2022, by and between the **CITY OF SOUTH EL MONTE**, a municipal corporation ("City") and **TOWNSEND PUBLIC AFFAIRS, INC.**, a California Corporation (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

RECITALS

A. The City conducted an informal bid process and evaluated the proposals received. After a full evaluation, the City staff has selected Consultant, as the proposed fees are reasonable.

B. On March 22, 2022, City Council provided direction to the City Manager to enter into a short-term agreement with the Consultant for lobbying services.

B. The City is subject to very strict deadlines applicable to grant applications for available federal and state grant funds.

C. The City recognizes that failure to act promptly could impact the City's ability to meet the federal and state deadlines.

D. As such, the City desires to urgently engage the services of Consultant to meet said deadlines.

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

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly under Scope of Services of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant

warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

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

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00)** (“Contract Sum”).

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot

guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until the first to occur of the completion of the services or expiration of the term of the agreement, but not exceeding four

months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for six additional months.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Christopher Townsend is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Rachel Barbosa is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain,

provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

5.2 General Insurance Requirements.

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

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to

property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

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

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

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

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

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

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

property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents,

interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

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

8. MISCELLANEOUS

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

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

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

8.4 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes

and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

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

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials



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

[Signatures On The Following Page]

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

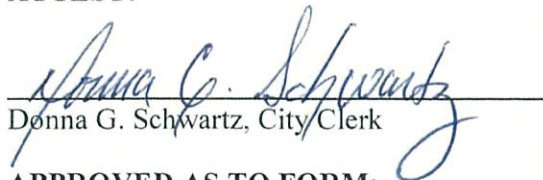
CITY:

CITY OF SOUTH EL MONTE, a municipal corporation



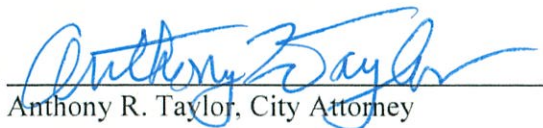
Rene Salas, Interim City Manager

ATTEST:



Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

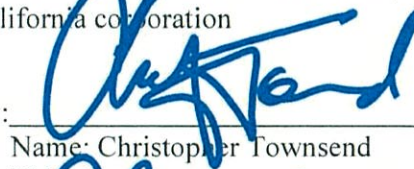


Anthony R. Taylor, City Attorney

CONSULTANT:

TOWNSEND PUBLIC AFFAIRS, INC., a California corporation

By:



Name: Christopher Townsend
Title: President

By:



Name: Christopher Townsend
Title: Secretary

Address: Townsend Public Affairs,
1401 Dove St., Ste. 330
Newport Beach, CA 92660

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

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. **Conduct Detailed Orientation:** Consultant shall utilize a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- B. **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, Consultant will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Biden Administration.
- C. **Implement the Legislative Strategy:** Consultant will advocate for the City's legislative agenda utilizing the following methods:
 - i. **Build and Strengthen Relevant Relationships:** Consultant has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda.
 - ii. **Leverage Relationships for Strategic Advocacy Plan:** Consultant will engage various techniques to leverage our network of key relationships on behalf of the City:
 - a) Schedule meetings for the City to discuss relevant legislation
 - b) Prepare all briefing materials and talking points for the City
 - c) Brief legislative offices and stakeholders on the City's legislative agenda
 - d) Follow-up on meetings to ensure commitments and deliverables are being met
- D. **Coordinate Advocacy Trips:** Consultant will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, Consultant will also schedule site visits by legislators to the City.
- E. **Track Legislation:** Consultant will identify, analyze, and monitor all bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City.
- F. **Craft Testimony and Position Letters:** Consultant will prepare and submit written and verbal testimony regarding legislation relevant to the City. Consultant will also draft and deliver position letters to legislators and key officials on specific bill language.

- G. **Draft Bill Language:** Consultant will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda.
- H. **State Budget Funding Opportunities:** In an effort to maximize state funding, Consultant will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. Consultant will coordinate with the City to develop supporting materials for the budget request. Consultant will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
- I. **Federal Earmark Opportunities:** In an effort to maximize federal funding, Consultant will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. Consultant will coordinate with the City to develop supporting materials for the earmark request. Consultant will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.

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

- A. **Provide Progress Reports:** Consultant will confer regularly with the City on our activities. Consultant will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. (In addition to written reports, Consultant will be available to the City for conference calls, in-person briefings, and meetings.)
- B. **Prepare and File Lobbying Disclosure Reports:** Consultant will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.
- C. **Develop Legislative Strategy:** Consultant will develop an

official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with State and Federal officials.

- D. **Strategic Advocacy Plan:** Consultant will prepare all briefing materials and talking points for the City.
 - E. **Craft Testimony and Position Letters:** Consultant will submit written and verbal testimony regarding legislation relevant to the City. Consultant will also draft and deliver position letters to legislators and key officials on specific bill language.
 - F. **Draft Bill Language:** Consultant will draft language and amendments for relevant legislation.
 - G. **State Budget Funding Opportunities:** Consultant will coordinate with the City to develop supporting materials for the budget request.
 - H. **Federal Earmark Opportunities:** Consultant will coordinate with the City to develop supporting materials for the earmark request.
- III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
- A. Monthly status report on grant opportunities the City should consider applying to.
- IV. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. **Consultant will utilize the following personnel to accomplish the Services:**
- A. Christopher Townsend, President
 - B. Cori Takkinen, Vice President
 - C. Eric Thronson, Deputy Director
 - D. Anastasia Heaton, Associate

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

DESCRIPTION OF SERVICES		FEE
Legislative Advocacy Services	Project Term: March 23, 2022 - June 30, 2022	\$5,000 Per Month*
State and Federal Legislative Advocacy		
• Conduct Detailed Orientation		Included
• Develop Legislative Strategy		Included
• Implement the Legislative Strategy		Included
• Build and Strengthen Relevant Relationships		Included
• Leverage Relationships for Strategic Advocacy Plan		Included
• Coordinate Advocacy Trips		Included
• Track Legislation		Included
• Craft Testimony and Position Letters		Included
• Draft Bill Language		Included
• State Budget Funding Opportunities		Included
• Federal Earmark Opportunities		Included
• Provide Progress Reports		Included
• Prepare and File Lobbying Disclosure Reports		Included
* The monthly fee includes all reasonable business and travel expenses		

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

- A. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- B. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**
- A. Project term is March 23, 2022 – June 30, 2022. This Agreement shall continue in full force and effect until the first to occur of the completion of the services or expiration of the term of the agreement.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
- A. **Provide Progress Reports:** Consultant will confer regularly with the City on their activities. Consultant will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, Consultant will be available to the City for conference calls, in-person briefings, and meetings. Progress reports will be done at least once per month.
- B. **Prepare and File Lobbying Disclosure Reports:** Consultant will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports. Such reports to be filed following state and federal filing requirements and deadlines.
- C. **Develop Legislative Strategy:** Consultant will develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared.
- D. **Leverage Relationships for Strategic Advocacy Plan:** Consultant will prepare all briefing materials and talking points for the City.
- E. **Craft Testimony and Position Letters:** Consultant will submit written and verbal testimony regarding legislation relevant to the City. Consultant will also draft and deliver position letters to legislators and key officials on specific bill language.

- F. **Draft Bill Language:** Consultant will draft language and amendments for relevant legislation.
 - G. **State Budget Funding Opportunities:** Consultant will coordinate with the City to develop supporting materials for the budget request.
 - H. **Federal Earmark Opportunities:** Consultant will coordinate with the City to develop supporting materials for the earmark request.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



City Council Agenda Report

Agenda Item No. 9.b.

DATE: September 13, 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. 22-76, APPROVING THE CITY OF SOUTH EL MONTE'S LOCAL ROADWAY SAFETY PLAN (LRSP)

SUMMARY: For South El Monte to be eligible for Highway Safety Improvement Program (HSIP) Cycle 11 grant funds, the City must complete a Local Roadway Safety Plan (LRSP) or an equivalent of the LRSP, such as Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. The LRSP or its equivalent must be updated and validated at least every five (5) years. The preparation of the LSRP was funded by State grant funds and will support the City's future grant funding applications.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-76, approving the Local Roadway Safety Plan (LRSP). LRSP is a requirement for public agencies to be eligible to apply for future Highway Safety Improvements Program (HSIP) funding.

FISCAL IMPACT: There is no fiscal impact in adopting the LRSP. The cost of implementing the recommendations in the LRSP depends upon the initiative, such as availability of grant funding, and whether the recommendation is an infrastructure or non-infrastructure treatment. The recommendations would be budgeted in future fiscal years for City Council consideration and approval.

DISCUSSION: The LRSP provides a framework for identification, analysis, and prioritization of roadway safety improvements on local roads. The LRSP was developed using the process outlined by Caltrans to provide a systematic approach to providing safety improvements. The plan is data driven, using a comprehensive analysis of five years of collision data. The collision analysis provides various citywide collision statistics, such as collisions per year; collisions involved with vehicles, pedestrians, bicycles, or property; types of injury collisions; and collision causes. The process results in a list of improvements and actions that address the areas of highest need, as supported by the data.

The LRSP identifies emphasized areas to inform and guide further safety evaluation of the City's transportation network. The LRSP will guide the City to look at ways to set goals and measures that encourage a safe, well-connected transportation network for people using all modes of transportation and prioritizes safe travel of people over expeditious travel of motor vehicles that will achieve significant declines in roadway fatalities and serious injuries by the year 2050.

In order to apply for the local Highway Safety Improvement Program (HSIP) funds, an agency must have completed their Local Roadway Safety Plan (LRSP) or an equivalent of the LRSP, such as Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. The LRSP or its equivalent must be updated and validated at least every five (5) years.

Caltrans recommends that the LRSP (or its equivalent) and its update be approved by the agency's Board or Council. The LRSP enables the City to apply for grant funding through the Highway Safety Improvement Program (HSIP) so long as the City (a) self-certifies that an LRSP or its equivalent has been completed; and (b) provides a copy of the safety plan upon request.

ATTACHMENT(S):

- A. Resolution No. 22-76
- B. Draft LRSP

ATTACHMENT A

RESOLUTION NO. 22-76

A RESOLUTION OF THE SOUTH EL MONTE CITY
COUNCIL ADOPTING AND APPROVING THE LOCAL
ROADWAY SAFETY PLAN (LRSP)

WHEREAS, a Local Road Safety Plan (“LRSP”) is a road safety planning document that provides a holistic analysis of vehicle, pedestrian and bicycle crash data, and provides a roadmap for implementation of safety improvements; and

WHEREAS, it is required that all state, county, and local agencies adopt a LRSP and update and validate the LRSP at least every five years to be eligible to receive Highway Safety Improvement Program (HSIP) grant funds; and

WHEREAS, the LRSP was developed using the process outlined by Caltrans to provide a systematic approach to providing safety improvements and guide the City to look at ways to set goals and measures that encourage a safe, well-connected transportation network for people using all modes of transportation and prioritizes safe travel of people over expeditious travel of motor vehicles that will achieve significant declines in roadway fatalities and serious injuries by the year 2050.

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

SECTION 1: The City Council hereby adopts and approves the Local Roadway Safety Plan (LRSP).

SECTION 2: The City Clerk is directed to certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 13rd day of September, 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. 22-76, 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 13th day of September 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

Local Road Safety Plan





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Executive Summary

The City of South El Monte Local Road Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, as well as city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for opportunities to:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety: Engineering, Enforcement, Education, and Emergency Response to encourage safer driver behavior and better severity outcomes.

With this LRSP, the City continues its safety efforts by identifying areas of emphasis and systemic recommendations to enhance safety.

The City's vision is to enhance the transportation network and reduce traffic fatalities and serious injury related crashes, and the goals for the City of South El Monte include the following:

Goal #1: Identify areas with a high risk for crashes.

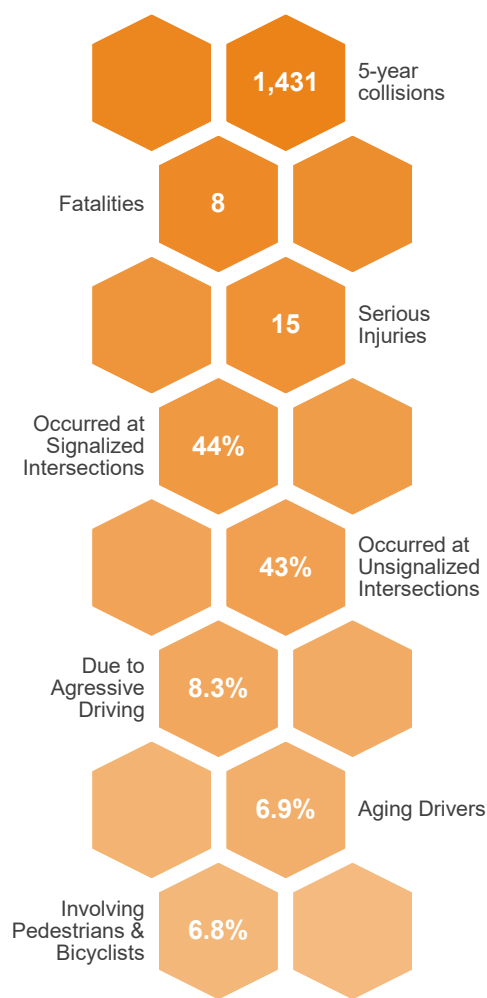
Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Goal #4: Define safety projects for HSIP and other program funding consideration.

This LRSP analyzes the most recent range of crash data (January 1, 2017 – December 31, 2021) and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

Further, the collision history was analyzed to identify locations with elevated risk of collisions either through their collision histories or their similarities to other locations with more active collision patterns. Using a network screening process, locations were identified within the City that will most likely benefit from safety



Source: South El Monte Collision Database (2017- 2021)



enhancements. Using historic collision data, collision risk factors for the entire network were derived. The outcomes informed the identification and prioritization of engineering and non-infrastructure safety measures to address certain roadway characteristics and related behaviors that contribute to motor vehicle collisions with active transportation users. Active transportation includes any self-power mode of transportation, including walking or bicycling.

Emphasis areas were developed by revisiting the vision and goals developed at the onset of the planning process and comparing them with the trends and patterns identified in the crash analysis.

Emphasis Area #1: Vulnerable Road Users (Pedestrians & Bicyclists)

Emphasis Area #2: Commercial Vehicles

Emphasis Area #3: Intersection Improvements

The following 5 locations were chosen to be representative of the corridor and intersection configurations throughout the City.

1. Signalized Intersection: Rosemead Blvd & Garvey Ave
2. Signalized Intersection: Durfee Ave/Peck Rd & Michael Hunt Dr
3. Signalized Intersection: Merced Ave & Rust St
4. Unsignalized Intersection: Troy Ave & Fern St
5. Roadway Segment: Chico Ave – Rush St to Fern St

These locations were identified through the analysis process based on their crash histories, stakeholder engagement, the observed crash patterns, and their different characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits. Countermeasures were subjected to a benefit/cost assessment and scored according to their potential return on investment. These case studies can be used to select the most appropriate countermeasure, and to potentially phase improvements over the longer-term. The potential benefit of these countermeasures at locations with similar design characteristics can then be extrapolated regardless of crash history, allowing for proactive safety enhancements that can prevent future safety challenges from developing. Additionally, this information can be used to help the City apply for grants and other funding opportunities to implement these safety improvements. These opportunities were assembled into the “countermeasure toolbox” shown below.



Citywide Countermeasure Toolbox

ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
S02	Improve signal hardware: back-plates with retroreflective borders	Signalized intersections with significant broadside and rear-end collisions due to signal visibility	15%	\$12,000	per intersection
S04	Provide Advanced Dilemma Zone Detection for high-speed approaches	Signalized intersections with significant right-angle and rear-end collisions due to unsafe stopping during yellow phases	40%	\$34,000	per intersection
S08	Convert signal to mast arm (from pedestal mounted)	Signalized intersections with crash causes including Traffic Signals and Signs	30%	\$400,000	per signal
S09	Install raised pavement markers and striping (through intersection)	Signalized intersections with sideswipe collisions due to improper turning, auto R/W violation, unsafe starting	10%	\$20,000	per intersection
S18PB	Install pedestrian crossing (S.I.)	Intersections with or without existing pedestrian crossing striping	25%	\$32,000	per intersection
S20PB	Install advance stop bar before crosswalk (Bicycle Box)	Intersections with high volumes of vulnerable users	15%	\$30,000	per approach
S21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI) with new controller	Signalized Intersections – especially those with high pedestrian activity	60%	\$8,000	per intersection
NS06	Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs at unsignalized intersections	Unsignalized intersections with crash history showing running stop signs	15%	\$2,000	per sign
NS20PB	Install pedestrian crossing at uncontrolled locations (new signs and markings only)	Intersections with no pedestrian crossing striping	25%	\$22,000	per intersection
R08	Install raised median	Locations with collisions with motor vehicles on other roadway, improper turning or driving, auto R/W violation	25%	\$840	per LF



SOUTH EL MONTE *Local Road Safety Plan*



ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
R26	Install dynamic/variable speed warning sign	Roadway segments with a significant number of collisions due to unsafe speeds.	30%	\$16,000	per sign
R28	Install safety edges	Roadway segments with collisions that resulted in run-off-road right/left, head-on, or opposite-direction-sideswipe.	25%	\$70,000	per mile



Near-term action items were identified to accelerate the City's achievement of the goals and vision of this LRSP. The City can:

- Actively seek other funding opportunities to improve safety for all modal users,
- Collaborate with established safety partners & neighboring municipalities as improvements are made to create a cohesive transportation network, and
- Iteratively evaluate existing and proposed transportation safety programs and capital improvements to design a safer transportation network in South El Monte.

The City will regularly monitor and update the analysis performed in this plan. A full plan update will be completed five years from the City Council's adoption of this plan which will maintain eligibility for HSIP funding.



1. Introduction

Located in Los Angeles County in the heart of the San Gabriel Valley just 12 miles from downtown Los Angeles, South El Monte is a suburban city with a population of 19,5567 according to the 2020 census. The City is a tight knit community and offers various community programs for residents of various ages, as well as having a viable commercial and industrial base. Based on University of California Berkeley's Transportation Injury Mapping System (TIMS) and California Department of Transportation (Caltrans) Vehicle Operation Cost Parameters, South El Monte's economic losses due to traffic injuries amounted to almost \$104M from 2017 to 2021

This Local Road Safety Plan (LRSP) identifies emphasis areas to inform and guide further safety evaluation of the City's transportation network. The emphasis areas include the type of crash, certain locations, and notable relationships between current efforts and crash history. The LRSP analyzes crash data on an aggregate basis as well as at specific locations to identify high-crash locations, high-risk locations, and city-wide trends and patterns. The analysis of crash history throughout the City's transportation network allows for the following opportunities:

1. Identify factors in the transportation network that inhibit safety for all roadway users,
2. Improve safety at specific high-crash locations, and
3. Develop safety measures using the four E's of safety (Engineering, Enforcement, Education, and Emergency Response) to encourage safer driver behavior and better severity outcomes.

South El Monte has taken steps to enhance all modal safety throughout the City and with this LRSP, South El Monte is continuing to prioritize safety in its planning processes. The Office of Traffic Safety (OTS) most recently ranked South El Monte 37 out of 103 peer cities for traffic injuries after normalizing for population and VMT in 2019. With number one (1) in the OTS crash rankings considered the highest, or "worst," this positions the City at slightly below average for roadway safety performance. This LRSP analyzes the most recent range of crash data from Crossroads, a software for reporting and analytics of traffic collisions and citations, from January 1, 2017 – December 31, 2021 and roadway improvements to assess historic trends, patterns, and areas of increasing concern.

The intent of the LRSP is to:

- Create a greater awareness of road safety and risks
- Reduce the number of fatal and severe-injury crashes
- Develop lasting partnerships
- Support for grant/funding applications, and
- Prioritize investments in traffic safety.



2. Vision and Goals

The South El Monte LRSP evaluates the transportation network as well as non-infrastructure programs and policies within the City. Mitigation measures are evaluated using criteria to analyze the safety of road users (drivers, bicyclists, and pedestrians), the interaction of modes, the influences on the roadway network from adjacent municipalities, and the potential benefits of safety countermeasures. Through historical data and trends, proactive identification and safety opportunities can be identified and implemented without relying solely on a reaction and response to crashes as they occur.

As cities across the country have implemented LRSPs and systemically addressed the conditions leading to fatal and severe-injury crashes, the Federal Highway Administration (FHWA) has found that LRSPs effectively improve safety. LRSPs provide a locally developed and customized roadmap to directly address the most common safety challenges in the given jurisdiction. This project's vision, goals, and objectives have been established to reflect discussions with South El Monte staff, various stakeholders identified by City staff, and a review of existing plans/policies in the area.

VISION:

To enhance the transportation network for all users to reduce traffic fatalities and serious injuries

Goal #1: Identify areas with a high risk for crashes.

Objectives:

- Identify intersections and segments that would most benefit from mitigation.
- Identify areas of interest with respect to safety concerns for vulnerable users (pedestrians and bicyclists).

Goal #2: Illustrate the value of a comprehensive safety program and the systemic process.

Objectives:

- Demonstrate the systemic process' ability to identify locations with higher risk for crashes based on present characteristics closely associated with severe crashes.
- Demonstrate, through the systemic process, the gaps and data collection activities that can be improved upon.

Goal #3: Plan future safety improvements for near-, mid- and long-term.

Objectives:

- Identify safety countermeasures for specific locations (case studies).
- Identify safety countermeasures that can be applied city-wide.



Goal #4: Define safety projects for future Highway Safety Improvement Plan (HSIP) and other program funding consideration.

Objectives:

- Create the outline for a prioritization process that can be used in this and forth-coming cycles to apply for funding.
- Use the systemic process to create Project Case Studies.
- Use Case Studies to apply for HSIP and other funding consideration.
- Demonstrate the correlation between the proposed safety countermeasures with the Vision Zero Initiative and the California State Highway Safety Plan.



3. Process

The primary goal for the City of South El Monte and their safety partners is to provide safe, sustainable, and efficient mobility choices for their residents and visitors. Through the development and implementation of this LRSP, the City will continue its collaboration with safety partners to identify and discuss safety issues within the community.

Guidance on the LRSP process is provided at both the national (FHWA) and state (Caltrans) level, and both agencies have developed a general framework of data and recommendations for a LRSP.

FHWA encourages the following:

- The establishment of a working group (stakeholders) to participate in developing an LRSP
- A review of crash, traffic, and roadway data to identify areas of concern
- The identification of goals, priorities, and countermeasures to recommend improvements at spot locations, systemically, and comprehensively

Caltrans guidance follows a similar outline with the following steps:

- Establish leadership
- Analyze the safety data
- Determine emphasis areas
- Identify strategies
- Prioritize and incorporate strategies
- Evaluate and update the LRSP

This LRSP documents the results of data and information obtained, including the preliminary vision and goals for the LRSP, existing safety efforts, initial crash analysis, and developed emphasis areas. The LRSP recommendations consider the four E's of traffic safety defined by the California Strategic Highway Safety Plan (SHSP): Engineering, Enforcement, Education, and Emergency Response.

3.1 Guiding Manuals

This section describes the analysis process undertaken to evaluate safety within South El Monte at a systemic level. This report identifies specific locations within the City that will benefit from safety enhancements and derives crash risk factors based on historic crash data using a network screening process. The outcome will inform the identification and prioritization of engineering and non-infrastructure safety measures by addressing certain roadway characteristics and related driving behaviors contributing to crashes. This process uses the latest national and state best practices for statistical roadway analysis described.



3.1.1 Local Roadway Safety Manual

The *Local Roadway Safety Manual: A Manual for California's Local Road Owners* (Version 1.5, April 2020) encourages local agencies to pursue a proactive approach when identifying and analyzing safety issues and preparing to compete for project funding opportunities. A proactive approach is the analyzation of safety in an entire roadway network through either a one-time network wide analysis or a routine analysis of the roadway network.¹

According to the *Local Roadway Safety Manual* (LRSM), “the California Department of Transportation (Caltrans) – Division of Local Assistance is responsible for administering California’s federal safety funding intended for local safety improvements.”

To provide the most beneficial and competitive funding approach, the analysis leading to countermeasure selection should focus on both intersections and roadway segments and maintain consideration of roadway characteristics and traffic volumes. The result should reflect a list of locations that are most likely to benefit from cost-effective countermeasures, preferably prioritized by benefit/cost ratio. The manual suggests using a mixture of quantitative and qualitative measures to identify and rank locations using both crash frequency and crash rates. These findings should then be screened for crash type and severity patterns to determine the cause of crashes and the potential effective countermeasures. Qualitative analysis should include field visits and a review of existing roadway characteristics and devices. The specific roadway context can then be used to assess conditions that may decrease safety at the site and at systematic levels.

Countermeasure selection should be supported using Crash Modification Factors (CMFs). These factors are a peer reviewed product of research quantifying the expected rate of crash reduction expected from a given countermeasure. If more than one countermeasure is under consideration, the LRSM provides guidance on appropriate application of CMFs.

3.1.2 Highway Safety Manual

The American Association of State Highway and Transportation Officials (AASHTO) *Highway Safety Manual* (HSM), published in 2010, presents a variety of methods for quantitatively estimating crash frequency or severity at a variety of locations.² This four-part manual is divided into the following parts: A) Introduction, Human Factors, and Fundamentals, B) Roadway Safety Management Process, C) Predictive Method, D) Crash Modification Factors.

In Chapter 4 of Part B in the HSM, the “Network Screening Process” is a tool for an agency to analyze the entire network and identify/rank locations that are most likely or least likely to realize a reduction in the frequency of crashes.

¹ Local Roadway Safety Manual (Version 1.5) 2020. Page 5.

² AASHTO, Highway Safety Manual, 2010, Washington D.C.,
<http://www.highwaysafetymanual.org/Pages/About.aspx>



The HSM identifies five steps in this process:³

1. **Establish Focus:** Identify the purpose or intended outcome of the network screening analysis. This decision will influence data needs, the selection of performance measures and the screening method that can be applied.
2. **Identify Network and Establish Reference Populations:** Specify the types of sites or facilities being screened (i.e., segments, intersections, geometrics) and identify groupings of similar sites or facilities.
3. **Select Performance Measures:** There are a variety of performance measures available to evaluate the potential to reduce crash frequency at a site. In this step, the performance measure is selected as a function of the screening focus and the data and analytical tools available.
4. **Select Screening Method:** There are three principal screening methods described in this chapter (i.e., ranking, sliding window, peak searching). Each method has advantages and disadvantages; the most appropriate method for a given situation should be selected.
5. **Screen and Evaluate Results:** The final step in the process is to conduct the screening and analysis and evaluate the results.

The HSM provides several statistical methods for screening roadway networks and identifying high risk locations based on overall crash histories.

3.2 Analysis Techniques

3.2.1 Collision Analysis

The initial steps of a collision analysis involve establishing sub-populations of roadway segments and intersections that have similar characteristics. For this LRSP, intersections were grouped by their control type (signalized and unsignalized), and segments were grouped by their roadway category (primary arterial, secondary arterial, collector, local). Individual collision rates were then calculated for each sub-population. The population level collision rates were used to assess the number of collisions at a specific location. These sub-populations were also used to determine typical collision patterns to highlight locations where an unusual number of specific collision types occurred.

3.2.2 Network Screening Analysis

The network screening process lists intersections and roadway segments by the number of collisions over the analysis period and identifies areas with a higher number of a given collision type than would be expected for the location.

The different collisions were organized by the following categories:

³ AASHTO. *Highway Safety Manual*. 2010. Washington, DC. Page 4-2.



1. Collision injury (fatal, serious injury, other visible injury, complaint of pain, property damage only),
2. Collision type (broadside, rear-end, sideswipe, head-on, hit object, overturned, bicycle, pedestrian, other),
3. Environmental factors (lighting, wet roads), and
4. Driver behavior (impaired, aggressive, and distracted driving).

3.3 Future Analysis

The City can plan to conduct regular collision monitoring as described in Section 10.2. The City will then refresh the analysis and update the LRSP every 5 years to maintain eligibility for HSIP funding, as described in **Section 10.2**.



4. Safety Partners

Local stakeholders were included in the development of this report to ensure the local perspective was maintained at the forefront of planning efforts. A stakeholder group of City staff and external partners consisted of representatives from the City economic development staff, LA County Sheriff's Dept, LA County Fire Department, the El Monte Union High School District, and other community members

The local stakeholders were called together to offer insight on the safety issues present in the City's transportation network. After the initial network screening and safety analysis, the stakeholder group met to discuss potential case study locations and emphasis areas. Following the selection of the case study locations, potential countermeasures were determined for each location and shared with the stakeholder group in the 2nd stakeholder meeting.

4.1 Stakeholder Meeting #1

The first stakeholder meeting was conducted virtually on August 10, 2022. At the meeting, stakeholders were introduced to the project and provided an overview of the data used, the required outputs, and the potential outcomes of the study.

In addition to the overview, stakeholders were asked to provide local insight and knowledge at five potential "case study" locations that were identified after the initial network screening and crash analysis process.

4.3 Stakeholder Meeting #2

The second stakeholder meeting was conducted virtually on August 30, 2022. During this meeting case study locations were presented to the stakeholders with a list of observations and potential countermeasures. Emphasis/challenge areas were also discussed.

Stakeholder feedback was reviewed and incorporated into the study process for the development of the LRSP.

5. Existing Efforts

Existing plans, policies, and projects that were recently completed, planned, or on-going were compiled at the start of the LRSP process to gain perspective on the existing efforts for transportation-related improvements within the City. High-level key points regarding transportation improvements and safety-related topics were identified to inform decision making in this LRSP.

Table 1 outlines the relevant existing City plans and their improvements and funding sources.

Table 2 outlines the relevant existing City projects and their timelines.



Table 1 – Review of Existing City Plans

Document Name	Transportation Policies/Improvements
City of South El Monte General Plan 2020 (Circulation Element)	• Outlines City's transportation network, including functional classifications, the public transportation network, and alternate modes of transportation available • Goals include providing a safe and convenient transportation network, encouraging the use of transit and alternative modes of transportation, maximizing efficiency through ITS strategies, and maintaining safety from through traffic in local neighborhoods
City of South El Monte Sidewalk Policy	• Outlines City's policy on construction and improvements of City sidewalks • Sidewalks should be standardized to allow for a more comfortable pedestrian experience • Accessible ramps or routes must be available for entry to streets from a pedestrian walkway • Existing sidewalks will be inventoried and analyzed based on the policy
City of South El Monte Bicycle Master Plan	• Map of existing bicycle facilities and recommended bike routes/lanes
City of South El Monte Pedestrian Master Plan	• Map of existing bicycle/pedestrian facilities and recommended bike routes/lanes
Revitalizing Durfee Ave/Peck Road Corridor Plan	• Corridor designs for revitalizing Durfee Ave/Peck Rd including multimodal road treatments, crosswalk and sidewalk improvements for ADA accessibility and pedestrians, and landscaping
San Gabriel Valley Regional Bicycle Master Plan	• Overview of existing bicycle infrastructure and plans for the City • Recommended bicycle facilities and programs, including new bikeways/bike routes and parking infrastructure



Table 2 – Review of Existing City Projects

Project Name	Timeline	Transportation Policies/Improvements
Merced Avenue Greenway Project	Phase I constructed by Winter 2022; Phase II needs funding	Green Streets and Road Diet treatments; Elevated bike lanes along Merced Ave
Caltrans – Pomona Freeway (SR-60) Pavement Rehabilitation	Through Winter 2024/2025	Road rehabilitation with new pavement between Long Beach I-710 and San Gabriel River I-605
LA Metro – Eastside Transit Corridor Phase 2	Forecasted Opening: 2035	Extension of the L Line (Gold) east towards Whittier
Santa Anita Avenue Traffic Signal Modification Improvement	Ongoing	Traffic signal modification at intersections with Klingerman St, Rush St, and Central Ave; Sidewalk, signing, and striping improvements
Reimagine Rosemead Blvd	Ongoing	Planning study to identify opportunities for complete streets treatments and improvements for pedestrian safety along Rosemead Blvd
Revitalize Rush St	Ongoing	Enhancement plan including improved bike and transit lanes, bus stops, and widened sidewalks
Fern St/Elliott Ave Improvement	Summer 2021	Sidewalk, pavement, and ramp reconstruction, and striping/signing improvements on Fern St/Elliott Ave from Sastre Ave to Mountain View Rd
2020 Street Rehabilitation	2020	Street rehabilitation and pedestrian accessibility improvements in various parts of city



6. Data Summary

This section describes the data sources used for the analysis process of this LRSP.

6.1 Roadway Network

The California Department of Transportation (Caltrans) California Road System (CRS) GIS database was used to build the base roadway network used for this analysis. Intersections and roadway segments were divided into control and classification categories so that each set could have its own crash rates and be compared with similar facilities or control type. Functional Classifications were imported from Caltrans CRS system. Information on intersection traffic control was provided by the city and included in the analysis network. The collision analysis requires each intersection to be classified by type: Signalized or Unsignalized. **Figure 1** illustrates the City of South El Monte's roadway functional classification and intersection control type, respectively, as used for this study.

6.2 Collision Data

Collision data was collected from Crossroads software for the period from January 1, 2017 through December 31, 2021, displayed in **Figure 2**. Five years of data are utilized instead of the standard three years to provide more history to evaluate trends or patterns. Analysis of the raw collision data is the first step in understanding the specific and systemic challenges faced throughout the city. Analyzing the five years of data provided insight on the collision trends and patterns detailed in **Section 7**. The locations of fatal and severe injury collisions are displayed in **Figure 3**.



Figure 1 : Functional Classification & Signalized Intersections

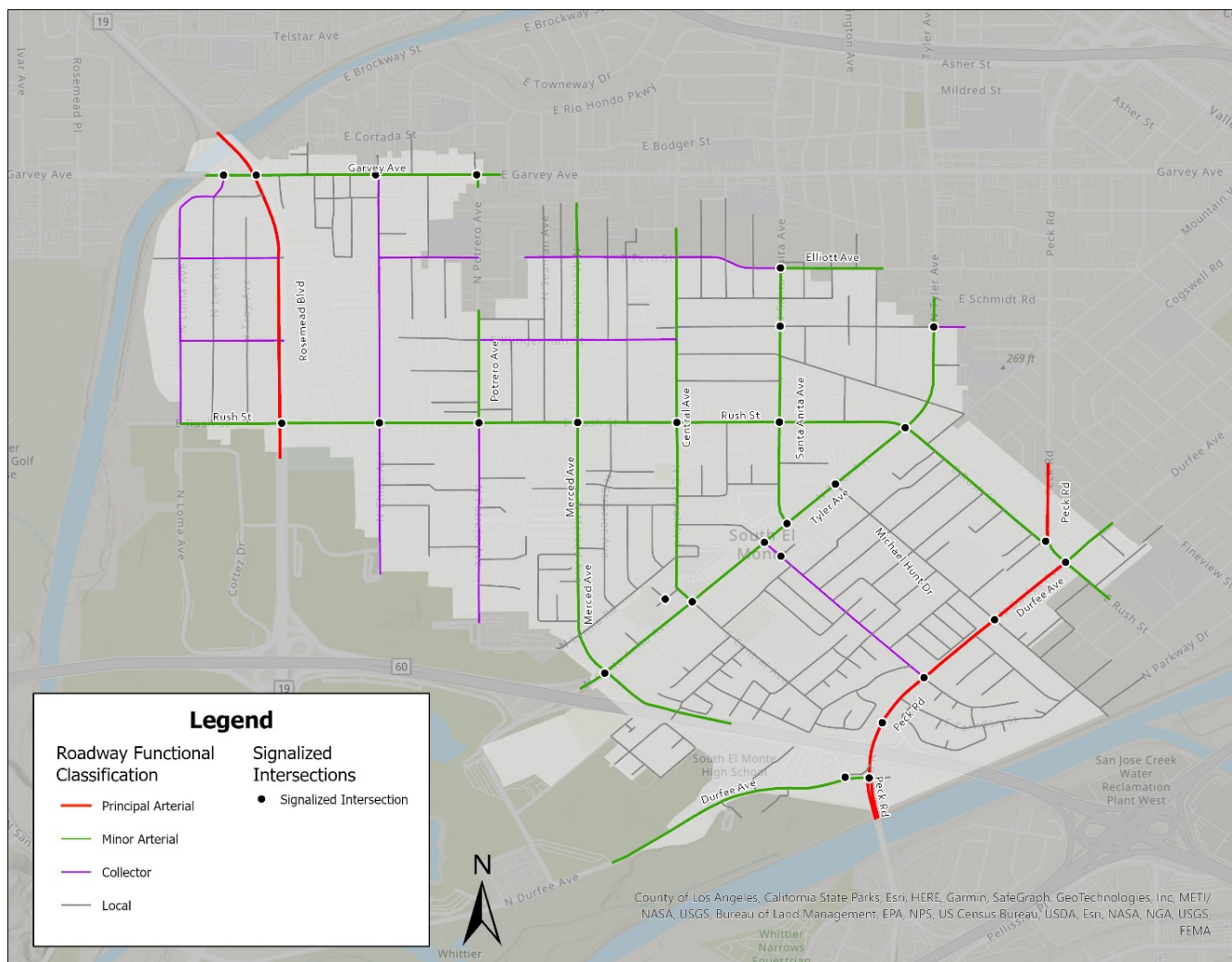
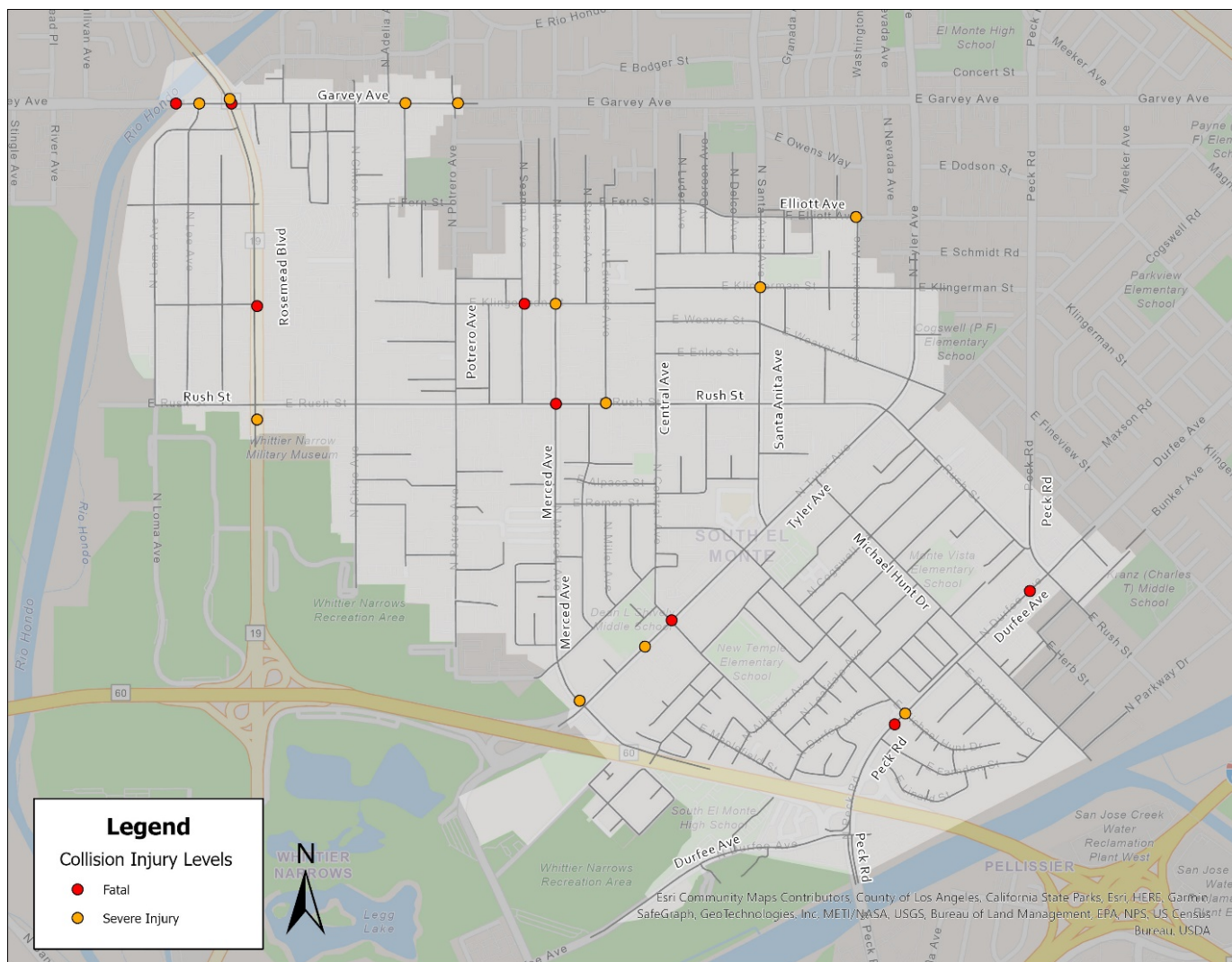






Figure 3: Fatal & Severe Injury Collisions (2017-2021)





7. Crash Safety Trends

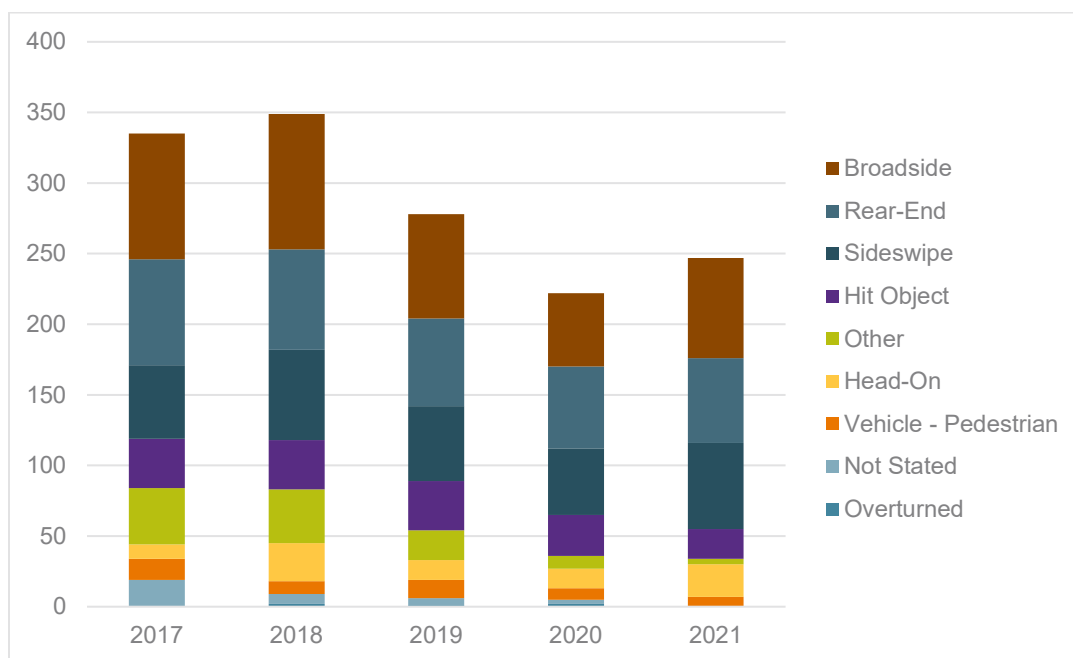
The analysis was conducted using a network screening process for the City-maintained roadway system based on collision records spanning from January 1, 2017 through December 31, 2021. This section contains the results of the analysis, which included the evaluation of South El Monte's fatal and serious injury (generally denoted as K+SI) collisions, statewide K+SI collisions, pedestrian collisions, bicycle collisions, collision severity levels, and collision causes.

7.1 All Collisions

This report utilized collision data for a five-year period to provide a better understanding of trends and to reflect the patterns in crashes that have occurred on city streets. Data used for this report was extracted from Crossroads Software on June 13, 2022 and was current as of that date. Collision data from January 1, 2017, through December 31, 2021 as reported to Crossroads from the local enforcement indicated that during this time there were 1,431 collisions recorded within South El Monte.

During this time, the most common occurring collision types were Broadside (27%) and Rear-Ends (23%). The total number of collisions varied throughout the study period, with an increase during the last year, 2021, as shown in **Figure 4**.

Figure 4: Collision Type by Year (2017-2021)



Source: South El Monte Crossroads Database (2017-2021)



7.2 Fatalities & Severe Injuries

During the study period, 8 fatal collisions and 15 severe injury collisions occurred during the study period, as seen in **Figure 3**. **Table 3** outlines the fatal collisions categorized by modes involved.

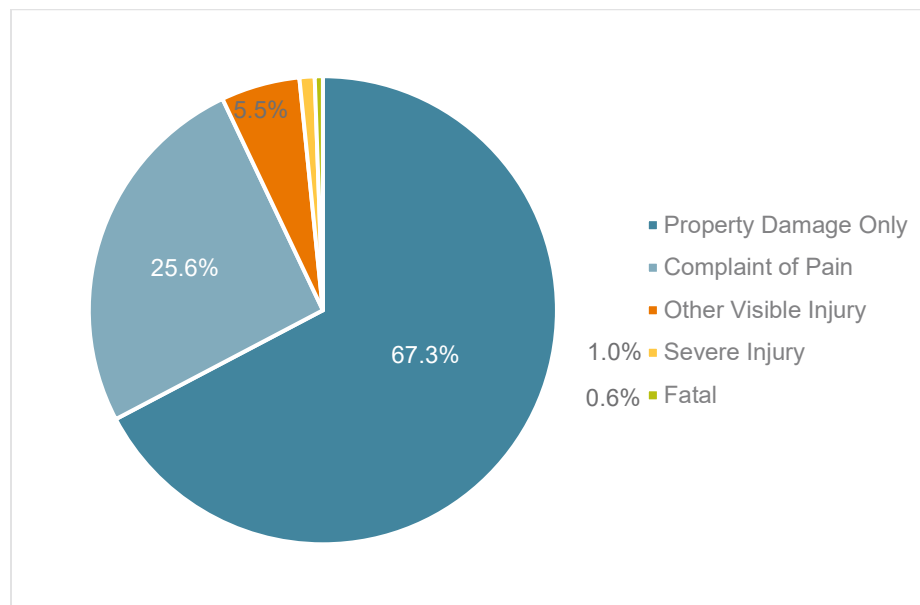
Table 3 – Fatal and Severe Injury Collisions Categorized by Modes Involved (2017-2021)

Involved With	# of Fatal Collisions	# of Severe Injury Collisions
Other Motor Vehicle	3	7
Pedestrian	2	3
Fixed Object	2	1
Bicycle	1	2
Other	-	2

7.3 Injury Levels

As shown in **Figure 5**, 67% of the collisions reported during the time-period resulted in property damage only. Fatalities and severe injuries totaled 1.6% of all collisions.

Figure 5 – Collisions by Injury Levels (2017-2021)



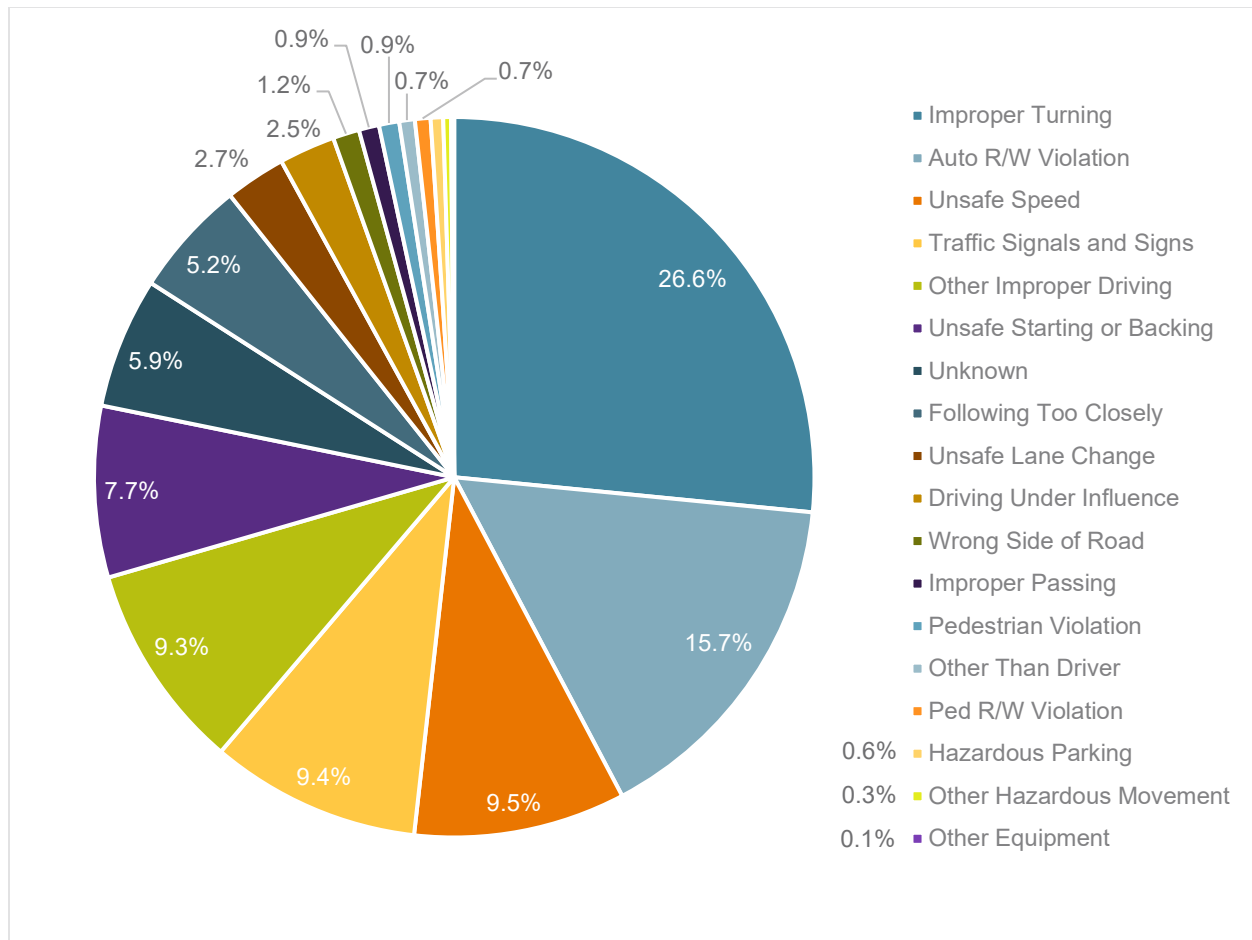
Source: South El Monte Crossroads Database (2017 – 2021)



7.4 Cause of Collision

The highest recorded cause of collisions in South El Monte during the study period is Improper Turning at 26.6%, followed by Automobile Right-of-Way Violation at 15.7% and Unsafe Speed at 9.5%. **Figure 6** shows the distribution of collision cause.

Figure 6 - Cause of Collisions (2017-2021)



Source: South El Monte Crossroads Database (2017 – 2021)

7.5 Vulnerable Users

7.5.1 Pedestrian Collisions

44 pedestrian involved collisions occurred during the study period, resulting in 2 fatal collisions, 3 severe injuries, and 36 collisions with some form of reported injury or pain. **Figure 7** shows the locations of pedestrian collisions during the study period.

7.5.2 Bicycle Collisions

During the study period, 54 collisions involving bicycles were reported. There was 1 fatal injury and 2 resulted in severe injuries. **Figure 7** shows the location of bicycle collisions during the study period.





7.6 Other Significant Trends

In addition, the following trends were observed:

- 36% of collisions occurred at night or during the dusk/dawn hours.
- Drivers aged 15-20 were at fault in 6.4% of all collisions.
- Drivers aged 65+ were at fault in 9.6% of all collisions.

7.7 Collision Network Screening Analysis Results

Figure 8 below show the results of the collision network screening analysis, with the number of collisions at both intersections and mid-block roadway segments.



Figure 8 – Collision Network Screening Analysis Results (2017-2021)

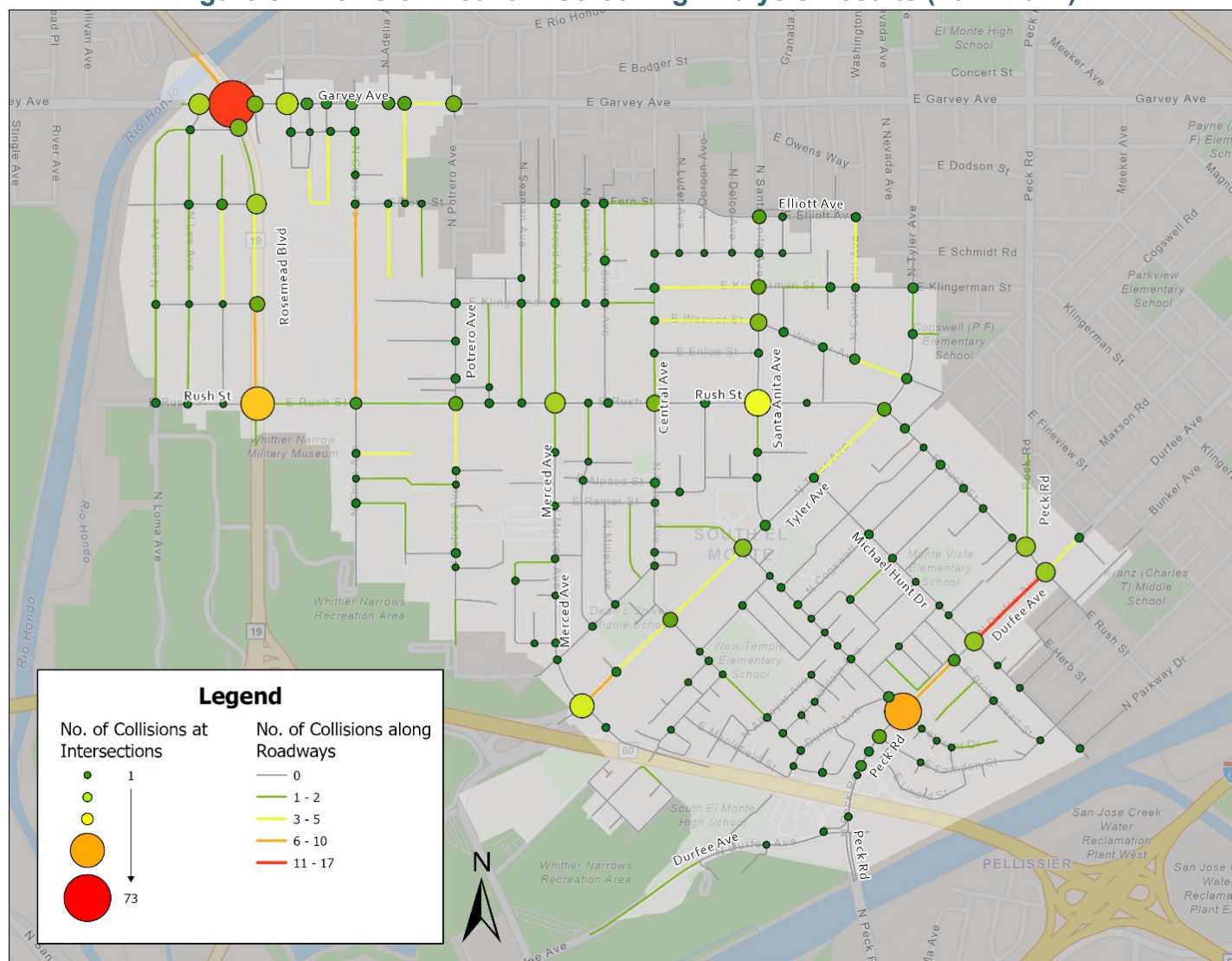




Table 4 and 5 show the number of crashes occurring at the top ten locations in South El Monte by crash type for the locations that will be studied further in the Report, and highlights locations in which the probability of those crash types exceeding the threshold proportion is greater than 33%.

The tables are ordered by the number of collisions that occurred at that segment or intersection. To be statistically significant, only locations where more than two collisions occurred are represented. At locations with two or less collisions, random chance can account for crash history as much or more than specific roadway characteristics.

After this analysis was completed, the locations were ranked against other similar locations within the City by their categories according to the expected proportion of that crash type within South El Monte. Locations with higher-than-expected crashes of that type were identified by the probability that random chance would not account for exceedances.

Additionally, it should be noted that the columns for Collision Severity, Type, Involved With, and Behavior are additional characteristics of the collisions and should not be counted as a separate collision.

The following provides an example of how to read **Tables 4 and 5**.

Table Definitions:

- **Total Collisions:** Number of collisions observed at the intersection or segment from January of 2017 through December of 2021.
- **Local Critical Crash Rate (CCR) Differential:** The Critical Crash Rate specific to the intersection or segment. This is the difference between local (actual) crash rate and the critical crash rate, which is how many collisions per million vehicle miles are expected for a location of this type and volume. This tells us how many more collisions are occurring more than is expected. Locations with positive values have more collisions than expected, while locations with negative values have less collisions than expected.
- **Equivalent Property Damage Only (EPDO):** This method assigns weighting factors to crashes based on injury level (severe, injury, property damage only) to develop a property damage only score. In this analysis, the injury crash costs were calculated for each location (based on the latest Caltrans injury costs) and then normalized by dividing by the value of a property damage only collision. Fatal and severe injury collisions are estimated at \$2.19 million, Other Visible Injury (OVI) collisions at \$142,300, Complaint of Pain (COP) collisions at \$80,900, and Property Damage Only (PDO) collisions at \$13,300.
- **Severity:** The number of severe injury and fatal collisions that occurred at this location in the study period.
- **Fatality:** The number of fatal collisions that occurred at this location in the study period.



- **Broadside, Sideswipe, Rear-End, Head-On, Hit Object, Overturned, Other, Pedestrian, Bicycle:** The number of these types of collisions that occurred at this location in the study period.
- **Other:** The number of miscellaneous collision types (mostly single vehicle) that occurred at this location in the study period.
- **Aggressive, Dark, Wet:** The number of the collisions with this factor identified as the cause of collision.



Table 4– Analysis Rankings: Intersections (Top 10 Per Type)

Intersection	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtuned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Signalized Intersections																						
Rosemead Blvd & Garvey Ave	73	0.95	615	1	1	8	27	36	22	14	26	1	4	0	3	1	7	29	0	5	0	8
Durfee Ave & Michael Hunt Dr	55	0.33	631	1	2	3	11	38	12	14	17	5	3	0	1	2	3	27	0	2	1	4
Rosemead Blvd & Rush St	49	0.47	308	0	1	3	13	32	12	10	21	0	3	0	0	0	2	24	0	0	0	4
Santa Anita Ave & Rush St	36	0.01	137	0	0	1	18	17	17	4	5	3	3	0	4	0	3	16	0	0	0	1
Fawcett Ave & Santa Anita Ave	32	0.70	271	0	1	2	11	18	11	6	7	4	2	0	0	1	1	10	0	0	0	0
Lee Ave & Garvey Ave	26	-0.09	254	0	1	3	7	15	7	5	9	1	1	1	0	1	1	14	0	0	0	4
Merced Ave & Rush St	25	-0.11	407	1	1	3	5	15	12	2	5	3	0	0	2	0	1	5	0	1	0	1
Durfee Ave & Rush St	23	-0.25	68	0	0	2	5	16	7	3	6	2	1	0	3	0	2	6	0	1	0	2
Peck Rd & Rush St	23	0.35	93	0	0	2	10	11	8	4	2	2	6	0	1	0	1	5	0	1	0	1
Durfee Ave & Thienes Ave	22	-0.15	93	0	0	1	12	9	8	3	5	0	5	0	0	1	4	10	0	0	0	4
Unsignalized Intersections																						
Lashbrook Ave & Garvey Ave	28	0.91	79	0	0	0	10	18	7	4	10	2	0	0	2	2	3	8	0	0	1	0
Rosemead Blvd & Fern St	24	9.89	90	0	0	1	11	12	8	7	3	2	2	1	1	0	0	3	0	1	0	3
Santa Anita Ave & Weaver St	19	0.49	59	0	0	1	6	12	9	1	4	1	2	0	0	0	2	3	0	1	0	1
Rosemead Blvd & Mabel Ave	19	0.00	44	0	0	0	5	14	8	2	6	2	0	0	1	0	1	4	0	0	1	1
Bruin Ave & Garvey Ave	18	0.18	48	0	0	1	4	13	5	4	4	3	2	0	0	0	1	3	0	0	0	1
Rosemead Blvd & Klingerman St	16	0.83	200	1	0	1	2	12	4	1	6	0	1	0	3	1	1	2	0	1	0	0



SOUTH EL MONTE *Local Road Safety Plan*



Intersection	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Peck Rd & Farndon St	14	0.16	55	0	0	0	8	6	4	1	5	1	3	0	0	0	1	4	0	1	0	0
Humbert Ave & Garvey Ave	13	0.08	197	0	1	0	4	8	7	3	3	0	0	0	0	0	0	3	0	0	0	1
Adelia Ave & Garvey Ave	11	0.05	31	0	0	1	2	8	6	2	3	0	0	0	0	0	2	1	0	0	0	1
Broadmead St & Durfee Ave	10	0.00	45	0	0	1	5	4	3	2	2	1	1	0	0	1	3	1	0	0	0	0
1. Local Critical Crash Rate Differential 2. Equivalent Property Damage Only Crashes																						



Table 5 – Analysis Rankings: Segments (Top 10 Per Type)

Facility	Limits	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Principal Arterial																							
Durfee Ave	Thienes Ave - Rush St	17	0.61	225	1	0	3	3	10	3	3	2	2	6	0	0	1	0	2	0	0	0	1
Rosemead Blvd	North City Limits - Garvey Ave	10	-0.01	30	0	0	0	4	6	0	4	6	0	0	0	0	0	0	2	0	0	2	0
Rosemead Blvd	Klingerman St - Rush St	9	-0.16	29	0	0	1	2	6	0	2	7	0	0	0	0	0	0	3	0	1	0	1
Durfee Ave	Michael Hunt Dr - Broadmead St	8	0.17	42	0	0	3	1	4	1	3	2	0	1	0	1	0	0	2	0	1	0	0
Rosemead Blvd	Fern St - Klingerman St	5	-0.27	25	0	0	1	2	2	1	1	2	0	0	0	1	0	0	2	0	0	0	0
Minor Arterial																							
Santa Anita Ave	Alley W of Santa Anita Ave - Fawcett Ave	9	2.80	34	0	0	0	5	4	2	1	5	0	0	0	1	0	1	3	0	0	0	0
Santa Anita Ave	Central Ave - Vacco St	4	0.30	9	0	0	0	1	3	0	2	1	0	0	0	1	0	0	1	0	0	0	0
Santa Anita Ave	Alley W of Santa Anita Ave - Central Ave	4	0.49	168	0	1	0	0	3	0	1	1	0	1	0	0	1	0	0	0	0	0	0
Garvey Ave	Humbert Ave - Potrero Ave	3	0.12	13	0	0	1	0	2	0	2	1	0	0	0	0	0	0	0	0	0	0	0
Tyler Ave	Thienes Ave - Rush St	3	0.03	18	0	0	1	1	1	0	0	2	0	1	0	0	0	0	2	0	0	0	0
Durfee Ave	Barringer St - Rush St	3	0.07	18	0	0	1	1	1	1	1	0	0	1	0	0	0	0	1	0	0	0	0
Collector																							
Chico Ave	Rush St - Fern St	9	0.26	29	0	0	0	4	5	4	1	3	1	0	0	0	0	0	0	0	0	1	0
Potrero Ave	Alpaca St - Rush St	3	0.07	8	0	0	0	1	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0



SOUTH EL MONTE Local Road Safety Plan



Facility	Limits	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Serious Injury	Other Visible Injury	Complaint of Pain	PDO	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Other	Pedestrian	Bicycle	Aggressive	Distracted	Impaired	Dark	Wet
Local																							
Weaver St	Central Ave - Santa Anita Ave	5	2.46	20	0	0	1	1	3	1	2	1	1	0	0	0	0	0	0	0	1	0	0
Humbert Ave	Fern St - Garvey Ave	4	1.73	9	0	0	0	1	3	1	0	0	0	0	0	2	1	0	1	0	0	0	0
Continental Ave	Klingerman St - Elliott Ave	4	2.85	4	0	0	0	0	4	2	1	1	0	0	0	0	0	0	0	0	0	0	0
Troy Ave	Klingerman St - Fern St	4	1.74	9	0	0	0	1	3	0	1	0	0	1	0	2	0	0	0	0	0	0	0
Marybeth Ave	Giovane St - Giovane St (Loop)	3	0.53	3	0	0	0	0	3	0	0	0	0	0	0	3	0	0	0	0	1	0	0
Adelia Ave	End of Road - Fern St	3	1.48	8	0	0	0	1	2	1	1	0	0	0	0	1	0	0	0	0	0	0	0
Klingerman St	Central Ave - Santa Anita Ave	3	0.78	8	0	0	0	1	2	0	1	2	0	0	0	0	0	0	1	0	0	0	0
Weaver Ave	Continental Ave - Tyler Ave	3	2.29	3	0	0	0	0	3	0	1	2	0	0	0	0	0	0	1	0	0	0	2
El Poche St	Chico Ave - End of Road	3	2.33	3	0	0	0	0	3	0	1	1	0	1	0	0	0	0	0	0	0	1	1
1. Local Critical Crash Rate Differential 2. Equivalent Property Damage Only Crashes																							



8. Best Practices Evaluation and Emphasis Areas

8.1 Best Practices Evaluation

Table 6 identifies existing plans and policies that were recently completed, or are planned, or on-going within the City of South El Monte. The intent of this review is to provide an idea of the types of strategies in place or encouraged by the City that may impact the safety analysis process. It will also identify opportunity areas where the City could adopt non-infrastructure countermeasures. This table also ties each topic and enhancement to the emphasis areas that are laid out in **Section 8.2**.

Table 6 – Summary of Program, Policies, and Practices

Topic	Initiatives/ Current Status	Opportunities for Implementation or Enhancement
COMMITTEES / ROLES		
Does the City have an Active Transportation Coordinator?	City does not currently have an active transportation coordinator	Create and formalize active transportation coordinator
Does the City have a Safety or Active Transportation Advisory Committee?	City does not currently have a safety/active transportation advisory committee	Create committee or include in other committee, such as traffic commission
Does the City have an Active Transportation Safety Education Program?	City does not have an Active Transportation Safety Education Program	Implement an Active Transportation Safety Education program
POLICY / PLANS		
Does the City have a Complete Streets Plan?	City has a Complete Streets Ordinance	Implement a Complete Streets Plan to formalize complete streets policies. 'Complete Streets' are streets that are designed and operated to enable safe usage and support mobility for all users. Develop guidelines for implementation going forward.
Does the City assess Traffic Impact Fees?	The City does not currently assess traffic impact fees	Consider assessing traffic impact fees at major developments to help pay for transportation safety improvements
Does the City have a Safe Routes to School program?	City does not have a safe routes to school program	Implement a Safe Routes to School program to reflect changing trends
Does the City implement Traffic Calming Policies?	City does not have a formal traffic calming policy, follows CA MUTCD guidelines	Formalize Traffic Calming Policies and implement where appropriate



Does the City regularly conduct Speed Surveys?	City completes citywide speed surveys at required intervals, City performs speed surveys at locations where there is a speeding issue or request	Continue to conduct speed surveys every 7 years as required by the CA MUTCD
Is the City planning for Density and Walkable Areas?	City has some dense and walkable areas, no formal policy	Consider updating general plan and zoning to allow for high density and additional mixed-use developments
Does the City have Transportation Demand Management (TDM) or Vehicle Miles Travelled (VMT) Reduction policies?	SGVCOG is developing a regional program/ Traffic city guidelines allows for VMT	Continue implementing TDM and VMT policies
Does the City perform Traffic Crash Monitoring?	City does not monitor collisions	Regularly monitor crash data to identify any trends or hotspots
Does the City have an Active Transportation Master Plan?	City has performed the South El Monte High School Mobility and Active Transportation Plan in 2021	Consider creating a Citywide Active Transportation Master Plan
Does the City have MUTCD-compliant Pedestrian Signal Timing?	Any upgrades to city signals the timing is checked and compliant. There are a lot of older signals that may need to be checked for compliance.	Continue to implement MUTCD compliant pedestrian signal timing where appropriate
Does the City implement Crosswalks at high pedestrian locations?	The City has been awarded past ATP projects that provided sign and crosswalk upgrades at a significant portion of locations around city schools.	Continue to implement crosswalks at high pedestrian volume locations as trends change
What type of traffic enforcement does the City conduct?	LA County Sheriff's Department provides traffic enforcement	Continue to enforce traffic laws in collision and aggressive driving hotspots
What is the City's Bicycle Policy?	City is included in the San Gabriel Valley Regional Bicycle Master Plan in 2014	Formalize bicycle policies in City's transportation element
What types of transit does the City have?	Foothill Transit, LA Metro buses, and Norwalk Transit	Coordinate with transit agencies to identify any transit-related improvements to traffic safety
What types of wayfinding does the City have?	Some wayfinding exists at city entrances	Identify areas where wayfinding signage could contribute to increased roadway safety
DATA COLLECTION / INVENTORY		
Does the City have an Inventory of Pedestrian Signs and Signals?	City does not have an inventory of pedestrian signs and signals	Create GIS database of pedestrian signals and signs



Does the City have an Inventory/Mapping of Active Transportation Routes?	City does not have an inventory of active transportation routes	Consider creating an inventory of active transportation routes, including bicycle lanes and pedestrian paths; assemble in GIS if appropriate
Does the City utilize Crossroads Database for collisions?	City utilizes Crossroads	Continue to utilize Crossroads database and regularly update
Does the City have Active Transportation Volume Counting?	City does not have active transportation volume counting program	Implement Active Transportation Volume counting at key locations to gauge active transportation usage
COORDINATION / FEEDBACK		
What ways can citizens give feedback about roadway safety?	City Website offers an anonymous online service request (Go Gov), Newsletter has City Hall phone number for reporting concerns. Facebook and Instagram are platforms a percentage of residents use to inform City staff of opinions and requests.	Continue to solicit citizen feedback on traffic safety and transportation planning efforts
What types of Coordination with other City organization does your department perform?	City coordinates with Regional , County, Local and State agencies related to Transportation Safety.	Continue coordinating with development department and other City departments
What types of School Engagement does the City perform?	City engages regularly with school districts for safety issues.	Continue to identify areas of coordination with local schools
What types of Law Enforcement/Emergency Service Engagement does the City perform?	City partners with Temple Station - Los Angeles County Sheriff Department. The City has a C.E.R.T (Community Emergency Response Team) composed of city residents and volunteers.	Continue to identify areas of coordination with police and fire department



8.2 Emphasis Areas

Emphasis areas represent crash factors that are common in the City and provide the opportunity to reduce the largest number of traffic injuries with strategic investment. Emphasis areas were developed by revisiting the vision and goals of this planning process and comparing them with the trends and patterns identified in the crash analysis.

8.2.4 Emphasis Area #1: Vulnerable Road Users (Pedestrians & Bicyclists)

Description: Pedestrians and bicyclists are classified by Caltrans as vulnerable users, meaning they possess the highest potential for severe harm during a crash. These groups need appropriate infrastructure to travel to key destinations such as schools, workplaces, and core commercial areas. The City's Circulation element lays out plans and standards for non-motorized transportation. Of the 98 crashes involving vulnerable road users, 3 resulted in a fatal injury and 5 resulted in a severe injury. The City should aim to implement countermeasures to further protect these users from injury.

Goals for Emphasis Area #1:

- Improve active transportation infrastructure by adding pedestrian facilities, bike lanes, and other amenities to make it safer for employees and community members to get to key destinations such as school, commercial centers, transit centers, and recreation areas
- Encourage healthier lifestyles through active transportation infrastructure
- Apply for HSIP and other funding to implement countermeasures to address vulnerable road user crashes

Strategies for Emphasis Area #1:

- Provide outreach, education, and enforcement to encourage more separation between vehicular and pedestrian traffic
- Install high-visibility crosswalk markings at the intersection of key destinations
- Ensure all signalized intersections have completed crosswalks
- Provide dedicated pedestrian and bicycle infrastructure to and from bus stops
- Install adequate street lighting
- Widen street shoulders
- Provide signage (e.g., pedestrian crossing ahead) to help drivers expect to slow down for pedestrians and bikes
- Install bicycle lanes along key corridors
- Install bicycle storage facilities in public areas, such as parks and schools, to encourage bicycle use
- Install curb extensions



- Install ADA ramps
- Modify signal phasing to implement a Leading Pedestrian Interval (LPI) with new controller
- Install/upgrade pedestrian crossing at uncontrolled locations
- Establish rotating enforcement targets for high visibility campaigns

These strategies will be implemented by the City, law enforcement, and community organizations, such as CalWalks, and Active SGV. Funding sources for these strategies may include OTS, NHTSA, and SB1 grant programs.

8.2.1 Emphasis Area #2: Commercial Vehicles

Description: Collisions which involve a truck, truck tractor, school bus or other buses. The City has a significant number of collisions involving commercial vehicles that needs to be addressed. 13.1% of fatal and severe injuries in the City involved commercial vehicles, compared to 6.4% statewide.

Goals for Emphasis Area #2:

- Reduce the number of collisions involving commercial vehicles.
- Identify hot spots and priority corridors to address collisions involving commercial vehicles.
- Apply for funding and implement countermeasures to improve commercial vehicles collisions.

Strategies for Emphasis Area #2:

- Engineering improvement may include truck route designation, and wider turning radii at intersections.
- Raise awareness of work/rest implementation to reduce driver fatigue.

8.2.2 Emphasis Area #3: Intersection Improvements

Description: Collisions involved at intersections, interchanges, and other roadway access. About 86% of total of collisions took place at or near intersections. 29.5% of the fatal and severe injury collisions in South El Monte involved intersections, compared to 23.6% statewide.

Goals for Emphasis Area #3:

- Reduce the number of crashes at intersections, interchanges, and other roadway access.
- Identify hot spots and prioritize locations for intersection improvements.
- Apply for funding and implement countermeasures to address collisions at intersections for improvement.



Strategies for Emphasis Area #3:

- Engineering improvements are not limited but could include backplates with reflective borders, left-and right turn lanes at two-way controlled intersections, and improvements to left turn conflict, such as protected left-turn movements.



9. Countermeasure Toolbox

This section provides information on general identified issues, crash reduction factors, improvements, and countermeasures identified for the City of South El Monte, as well as for specific project locations identified as part of this analysis. Countermeasures for each of the Safety Project Case Studies are based on data analysis, stakeholder input, and site visits.

9.1 Infrastructure Improvements

9.1.1 Countermeasure Selection Process

Part D of the HSM provides information on CMFs for roadway segments, intersections, interchanges, special facilities, and road networks. CMFs are used to estimate the safety effects of highway improvements, specifically to compare and select highway safety improvements. A CMF less than 1.0 indicates that a treatment has the potential to reduce crashes. A CMF greater than 1.0 indicates that a treatment has the potential to increase crashes. A Crash Reduction Factor (CRF) is directly connected to the CMF and is “mathematically defined as $(1 - \text{CMF})$ (the higher the CRF, the greater the expected reduction in crashes)⁴.” CMFs can help decision makers weigh potential alternative projects, but are only one measure of a project's value and should be considered part of a larger decision making process. Furthermore, it is important to note that not all CMFs are as reliable as others. The FHWA maintains a federal depository of CMFs and includes a star rating system to help users determine which CMFs are bolstered by the best and most thorough research. Key factors to consider when applying CMFs include:

1. Selection of an appropriate CMF;
2. Estimation of crashes without treatment;
3. Application of CMFs by type and severity; and,
4. Estimation of the combined effect for multiple treatments.

Examples of Safety Countermeasures can be found through several sources. This Report utilizes the countermeasures found in the California LRSM and the CMF Clearinghouse (CMF CH) website. Countermeasures for each of the Safety Project Case Studies are based on the data analysis and site visits. Additional countermeasures were identified for the high-level issues on a city-wide level and are discussed in **Section 9.2**.

⁴ Local Roadway Safety Manual (Version 1.5) 2020. Page 27.



9.1.2 Safety Project Case Studies

From the city-wide analysis, eleven (10) project case study locations were selected for further evaluation and countermeasure development. For each of these locations, Safety Project Case Studies were developed to provide a balanced understanding of common safety patterns at a variety of location types that can be used to associate countermeasures with specific roadway configurations and conditions. These locations were identified through the analysis process based on their crash histories, stakeholder engagement, the observed crash patterns, and their different characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits.

A Safety Project Case Study was developed for each of the following locations:

1. Signalized Intersection: Rosemead Blvd & Garvey Ave
2. Signalized Intersection: Durfee Ave/Peck Rd & Michael Hunt Dr
3. Signalized Intersection: Merced Ave & Rust St
4. Unsignalized Intersection: Troy Ave & Fern St
5. Roadway Segment: Chico Ave – Rush St to Fern St

The following pages summarize conditions at each location, and potentially beneficial countermeasures. Countermeasures were subjected to a benefit/cost assessment and scored according to their potential return on investment. These case studies can be used to select the most appropriate countermeasure, and to potentially phase improvements over the longer-term. These case study sheets can also be used to position the City for future grant funding opportunities.

The potential benefit of each countermeasure was calculated using each countermeasure's Crash Reduction Factor (CRF) and the latest Caltrans injury level cost data. Fatal and severe injury collisions are estimated at \$2.19 million, Other Visible Injury collisions at \$142,300, Complaint of Pain collision at \$80,900, and Property Damage Only collisions at \$13,300. The 5-year benefit is extrapolated out to a 20-year safety benefit.

The 20-year safety benefit was then compared to the 20-year cost estimates, which is used to calculate a benefit-cost ratio. The benefit-cost ratio can be used to compare different countermeasures for their effectiveness and competitiveness for grant funding.



**SIGNALIZED
INTERSECTION**

Case Study Sheet: Location #1

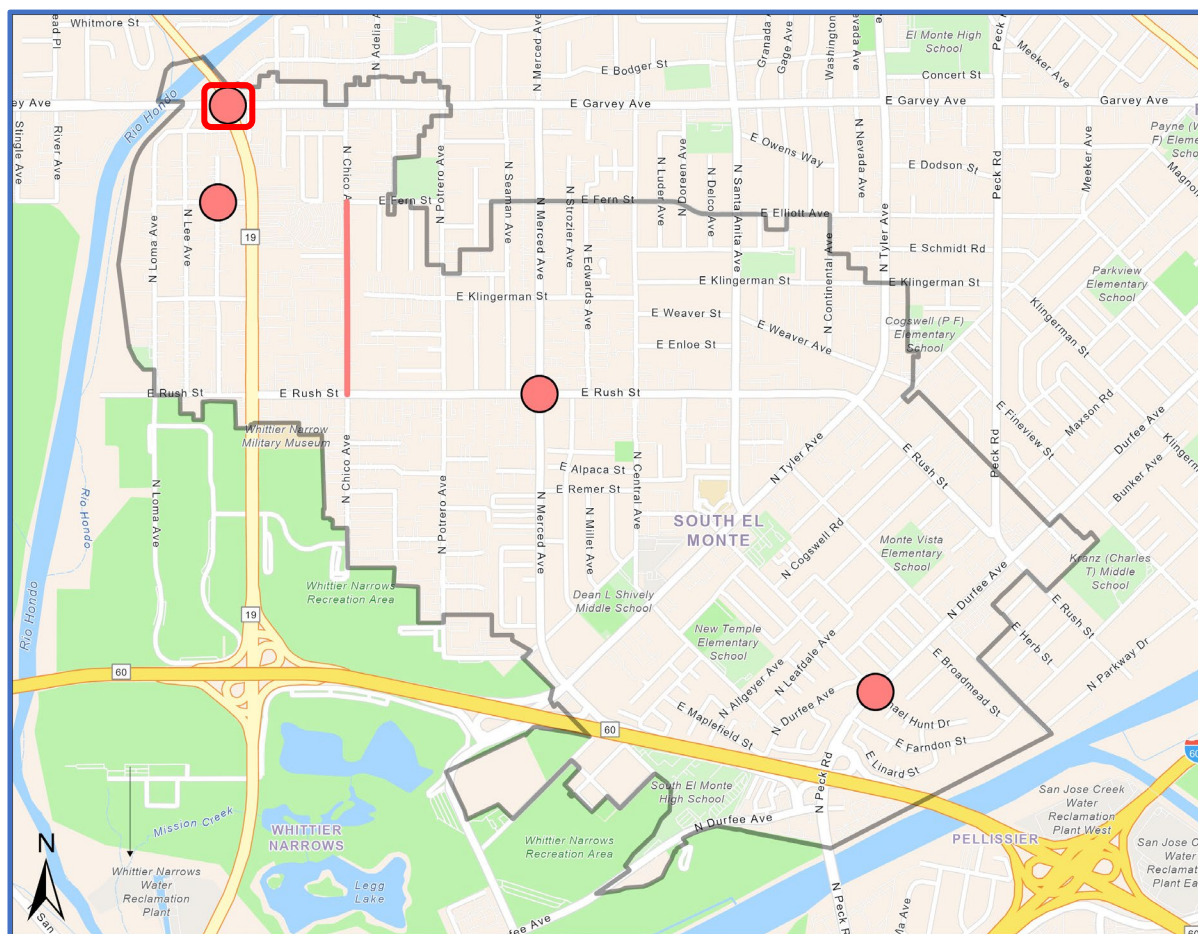
Project Name: South El Monte LRSP
Agency Name: City of South El Monte

Prepared by: Kimley-Horn

Project Location, Description & Maps

Intersection: Rosemead Blvd and Garvey Ave

Example of Similar Intersections: Rush St and Rosemead Blvd; Marshall St and Rosemead Blvd



Project Location, Description & Maps

Collision Data	
Total Collisions	73
Fatal and Severe Injury Collisions	2
Top 3 Collision Types (%)	Rear-End (36%) Broadside (30%) Sideswipe (19%)
Dark Collisions	35
Impaired Collisions	5

Collision Data	
Number of Approaches	4
Total Entering Vehicles	27,500
Crosswalk Condition	Painted
Control Type	Signalized
Lighting	Yes
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
59	1	7

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install retroreflective backplates	15% (S02)	\$1,227,225	\$26,400	46.49
Provide Advanced Dilemma Zone Detection system	40% (S04)	\$3,272,600	\$76,800	42.61
Raised pavement markers	10% (S09)	\$818,150	\$32,400	25.25
Install raised median	25% (R08)	\$2,045,375	\$192,240	10.64
Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	60% (S21PB)	\$4,908,900	\$45,600	107.65



**SIGNALIZED
INTERSECTION**

Case Study Sheet: Location #2

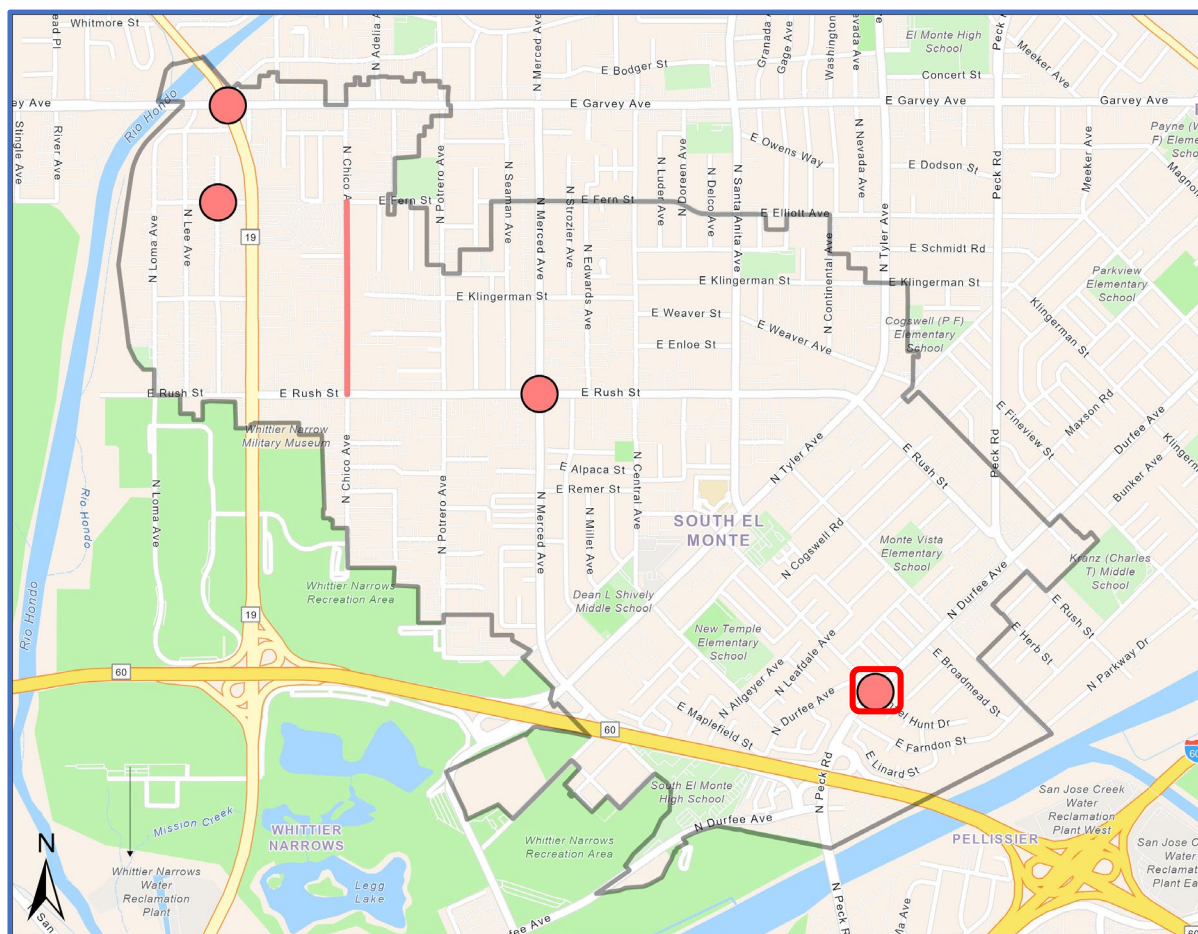
Project Name: South El Monte LRSP
Agency Name: City of South El Monte

Prepared by: Kimley-Horn

Project Location, Description & Maps

Intersection: Peck Rd/Durfee Ave and Michael Hunt Dr

Example of Similar Intersections: Durfee Ave & Fineview St; Durfee Ave & Magnolia St



Project Location, Description & Maps

Collision Data	
Total Collisions	55
Fatal and Severe Injury Collisions	3
Top 3 Collision Types (%)	Rear-end (31%) Sideswipe (26%) Broadside (22%)
Dark Collisions	20
Impaired Collisions	2

Collision Data	
Number of Approaches	4
Total Entering Vehicles	37,048
Crosswalk Condition	Painted
Control Type	Signalized
Lighting	Yes
Highest Posted Speed Limit	40

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
46	2	3

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install retroreflective backplates	15% (S02)	\$1,258,830	\$26,400	47.68
Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	60% (S21PB)	\$5,035,320	\$45,600	110.42
Install dynamic/variable speed warning signs	30% (R26)	\$2,517,660	\$45,600	55.21
Install Bicycle Box	15% (S20PB)	\$1,258,830	\$160,800	7.83
Convert signal to mast arm (from pedestal mounted)	S08 (30%)	\$2,517,660	\$400,000	6.30



**SIGNALIZED
INTERSECTION**

Case Study Sheet: Location #3

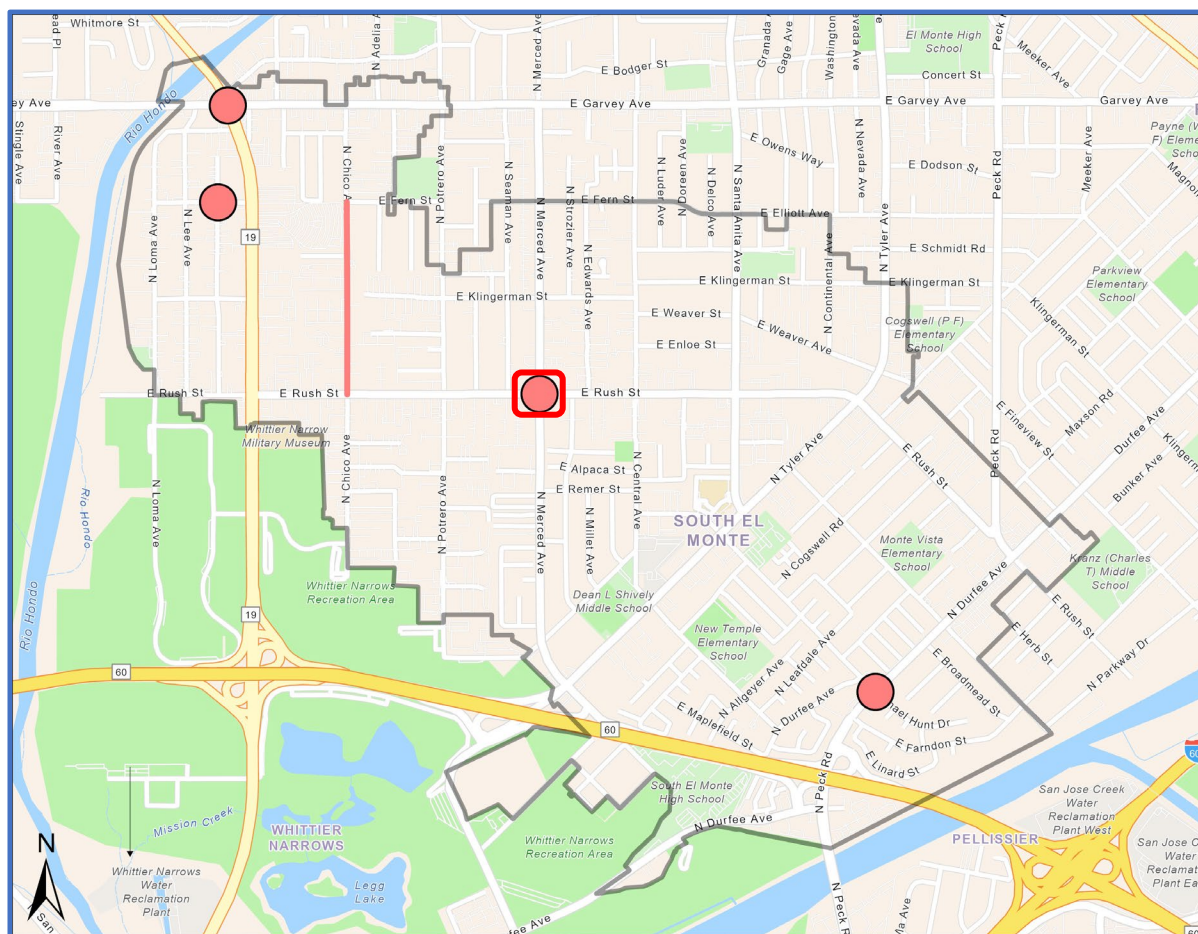
Project Name: South El Monte LRSP
Agency Name: City of South El Monte

Prepared by: Kimley-Horn

Project Location, Description & Maps

Intersection: Merced Ave and Rush St

Example of Similar Intersections: Rush St and Potrero Ave; Rush St and Central Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	25
Fatal and Severe Injury Collisions	2
Top 3 Collision Types (%)	Broadside (48%) Rear-End (20%) Head-On (12%)
Dark Collisions	8
Impaired Collisions	1

Collision Data	
Number of Approaches	4
Total Entering Vehicles	37,324
Crosswalk Condition	Painted
Control Type	Signalized
Lighting	Yes
Highest Posted Speed Limit	35

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
23	0	1

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install retroreflective backplates	15% (S02)	\$811,635	\$26,400	30.74
Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	60% (S21PB)	\$3,246,540	\$45,600	71.20
Install pedestrian crossing	25% (S18PB)	\$1,352,725	\$74,400	18.18



Case Study Sheet: Location #4

Project Name: South El Monte LRSP
Agency Name: City of South El Monte

Prepared by: Kimley-Horn

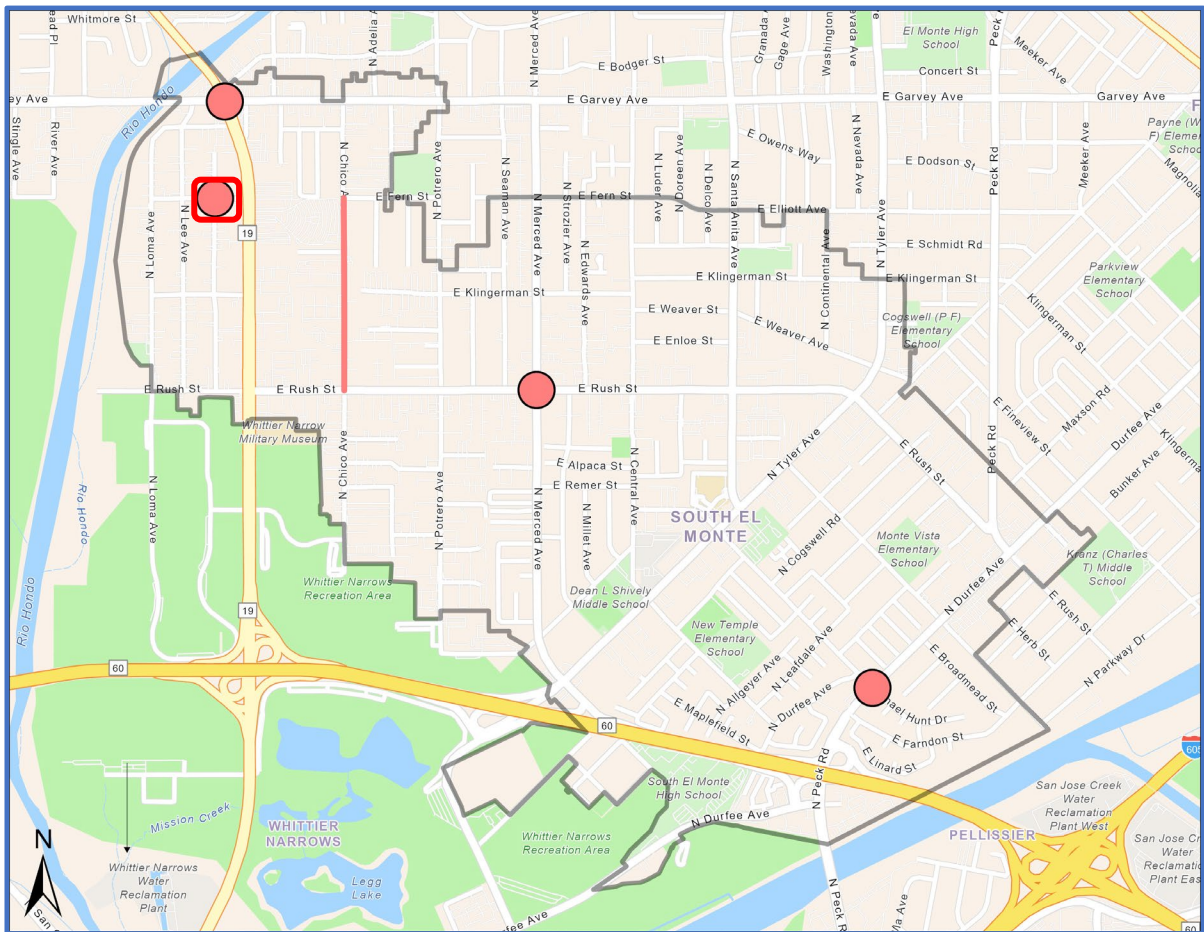


**TWO-WAY-STOP
INTERSECTION**

Project Location, Description & Maps

Intersection: Troy Ave and Fern St

Example of Similar Intersections: Fern St and Lee Ave; Fern St and Loma Ave



Project Location, Description & Maps

Collision Data	
Total Collisions	8
Fatal and Severe Injury Collisions	0
Top Collision Type (%)	Sideswipe (50%) Broadside (50%)
Dark Collisions	2
Impaired Collisions	1

Collision Data	
Number of Approaches	4
Total Entering Vehicles	18,750
Crosswalk Condition	Not painted
Control Type	Stop sign
Lighting	Yes
Highest Posted Speed Limit	30

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
7	0	0

Countermeasure Evaluation

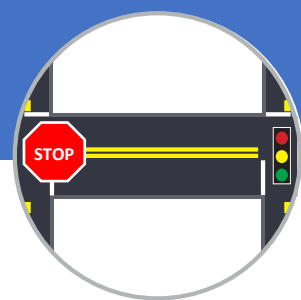
Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Raised pavement markers	10% (S09)	\$24,160	\$32,400	0.75
Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs	15% (NS06)	\$36,240	\$16,800	2.16
Install pedestrian crossing at uncontrolled locations (new signs and markings only)	25% (NS20PB)	\$60,400	\$34,800	1.74



Case Study Sheet: Location #5

Project Name: South El Monte LRSP
Agency Name: City of South El Monte

Prepared by: Kimley-Horn

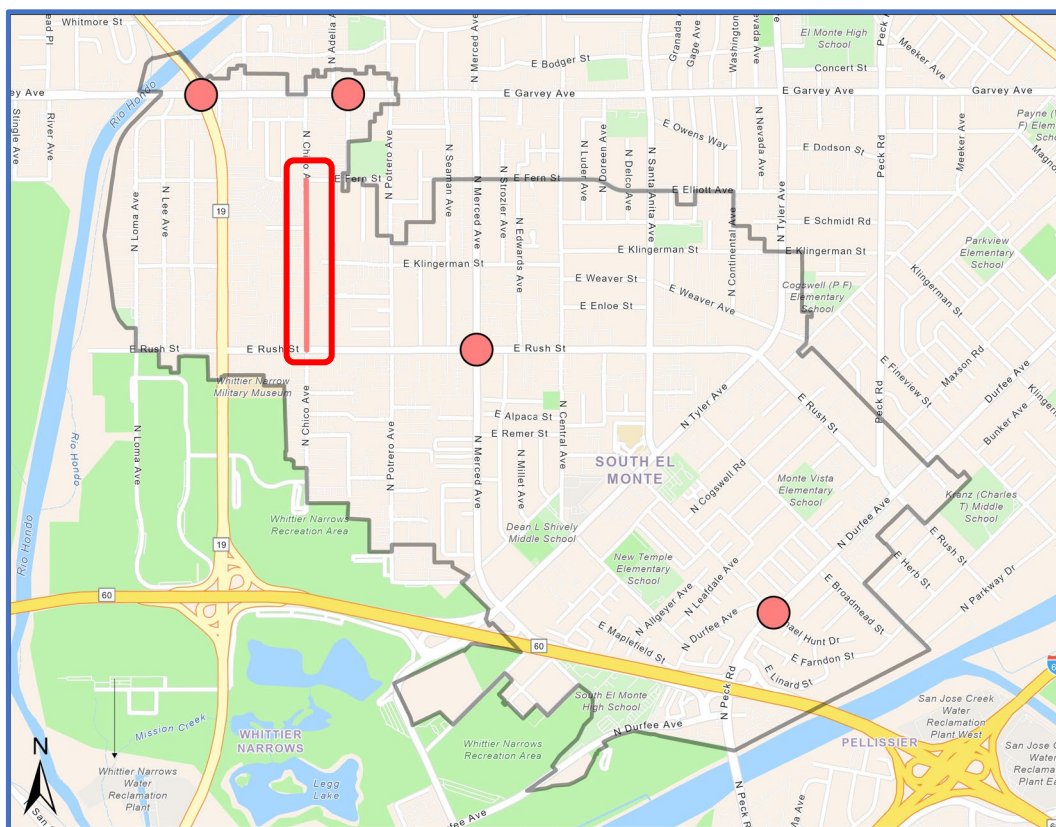


**ROADWAY
SEGMENT**

Project Location, Description & Maps

Segment: Chico Ave: Rush St to Fern St

Example of Similar Segments: Potrero Ave: Fern St to Rush St; Seaman Ave: Fern St to Rush St



Project Location, Description & Maps

Collision Data	
Total Collisions	9
Fatal and Severe Injury Collisions	0
Top 2 Collision Types (%)	Broadside (44%) Rear-end (33%)
Dark Collisions	1
Impaired Collisions	0

Collision Data	
Average Daily Traffic (ADT)	16,250
Lighting	Yes
Median	No
Highest Posted Speed Limit	30

Collisions Involved With		
Vehicular	Pedestrian	Bicycle
9	0	0

Countermeasure Evaluation

Potential Countermeasures	Crash Reduction Factor (LRSM/CMF ID)	20 Year Safety Benefit	Total 20-Year Costs	Safety Related B/C Ratio
Install dynamic/variable speed warning signs	30% (R26)	\$117,030	\$45,600	2.57
Install edge-lines and centerlines	25% (R28)	\$97,525	\$5,000	19.51



9.2 City-wide Countermeasure Toolbox

This evaluation considered citywide trends to identify countermeasures that would likely provide the most benefit with widespread implementation. **Table 9** outlines the citywide safety project opportunities, which is also referred to as the “Countermeasure Toolbox”. Within the toolbox, the description of the countermeasure along with its Local Roadway Safety Manual (LRSM) ID number is listed. The next column, Crash Reduction Factor (CRF), are “multiplicative factors used to estimate the expected reduction in number of crashes after implementing a given countermeasure at a specific site (the higher the CRF, the greater the expected reduction in crashes).” For each of these countermeasures, a planning level benefit/cost analysis was completed.

Applying the benefit/cost at the citywide level was estimated assuming some randomness in crash distribution. The location characteristics, such as whether there is a traffic signal, and the type of crashes, were used at the citywide level to calculate an average cost of crashes that the countermeasure might reduce. The benefit per location was then factored out to a 20-year lifecycle savings, with an Opinion of Project Probable Cost (OPCC) for the initial installation costs and a per-year maintenance cost estimate. The cost shown in **Table 9** should be considered initial planning costs using 2022 dollars and not assumed final.



Table 7 - Citywide Safety Countermeasure Toolbox

ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
S02	Improve signal hardware: back-plates with retroreflective borders	Signalized intersections with significant broadside and rear-end collisions due to signal visibility	15%	\$12,000	per intersection
S04	Provide Advanced Dilemma Zone Detection for high-speed approaches	Signalized intersections with significant right-angle and rear-end collisions due to unsafe stopping during yellow phases	40%	\$34,000	per intersection
S08	Convert signal to mast arm (from pedestal mounted)	Signalized intersections with crash causes including Traffic Signals and Signs	30%	\$400,000	per signal
S09	Install raised pavement markers and striping (through intersection)	Signalized intersections with sideswipe collisions due to improper turning, auto R/W violation, unsafe starting	10%	\$20,000	per intersection
S18PB	Install pedestrian crossing (S.I.)	Intersections with or without existing pedestrian crossing striping	25%	\$32,000	per intersection
S20PB	Install advance stop bar before crosswalk (Bicycle Box)	Intersections with high volumes of vulnerable users	15%	\$30,000	per approach
S21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI) with new controller	Signalized Intersections – especially those with high pedestrian activity	60%	\$8,000	per intersection
NS06	Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs at unsignalized intersections	Unsignalized intersections with crash history showing running stop signs	15%	\$2,000	per sign
NS20PB	Install pedestrian crossing at uncontrolled locations (new signs and markings only)	Intersections with no pedestrian crossing striping	25%	\$22,000	per intersection
R08	Install raised median	Locations with collisions with motor vehicles on other roadway, improper turning or driving, auto R/W violation	25%	\$840	per LF
R26	Install dynamic/variable speed warning sign	Roadway segments with a significant number of collisions due to unsafe speeds.	30%	\$16,000	per sign



SOUTH EL MONTE *Local Road Safety Plan*



ID	Potential Countermeasures	Where to apply?	Crash Reduction Factor	Per Unit Cost	Unit
R28	Install safety edges	Roadway segments with collisions that resulted in run-off-road right/left, head-on, or opposite-direction-sideswipe.	25%	\$70,000	per mile



10. Funding Sources & Next Steps

10.1 Funding

Competitive funding resources are available to assist in the development and implementation of safety projects in South El Monte. The City should continue to seek available funding and grant opportunities from local, state, and federal resources to accelerate their ability to implement safety improvements throughout South El Monte. This section provides a high-level introduction to some of the main funding programs and grants for which the City can apply.

10.1.1 Highway Safety Improvement Program

The Highway Safety Improvement Program (HSIP) is a Federal program that apportions funding as a lump sum for each state, which is then divided among apportioned programs. These flexible funds can be used for projects to preserve or improve safety conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, and other project types. Safety improvement projects eligible for this funding include:

- New or upgraded traffic signals
- Upgraded guard rails
- Pedestrian warning flashing beacons
- Marked crosswalks
- Other projects listed in the Caltrans Local Road Safety Manual

California's local HSIP focuses on infrastructure projects with national recognized crash reduction factors. Normally HSIP call-for-projects is made at an interval of one to two years. The applicant must be a city, a county, or a tribal government federally recognized within the State of California.

Additional information regarding this program at the Federal level can be found online at: <https://safety.fhwa.dot.gov/hsip/>. California specific HSIP information – including dates for upcoming call for projects - can be found at: <http://www.dot.ca.gov/hq/LocalPrograms/hsip.html>. HSIP Cycle 11 applications are due in September 2022.

10.1.2 Caltrans Active Transportation Program

Caltrans Active Transportation Program (ATP) is a statewide funding program, created in 2013, consolidating several federal and state programs. The ATP funds projects that encourage increased mode share for walking and bicycling, improve mobility and safety for non-motorized users, enhance public health, and decrease greenhouse gas emissions. Projects eligible for this funding include:

- Bicycle and pedestrian infrastructure projects
- Bicycle and pedestrian planning projects (e.g., safe routes to school)
- Non-infrastructure programs (education and enforcement)



This program funding is provided annually. The ATP call for projects typically comes out in the spring. Information on this program and cycles can be found online at: <http://www.dot.ca.gov/hq/LocalPrograms/atp/>.

10.1.3 California SB 1

The California SB 1 is a landmark transportation investment to rebuild California by fixing neighborhood streets, freeways, and bridges in communities across California and targeting funds toward transit and congested trade and commute corridor improvements.

California's state-maintained transportation infrastructure will receive roughly half of SB 1 revenue: \$26 billion. The other half will go to local roads, transit agencies and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this new funding will be used to tackle deferred maintenance needs both on the state highway system and the local road system, including:

- Local Street and Road Maintenance and Rehabilitation: \$1.5 billion
 - This funding is dedicated to improve local road maintenance, rehabilitation, and/or safety through projects such as restriping and repaving.
- Bike and Pedestrian Projects: \$100 million
 - This will go to cities, counties, and regional transportation agencies to build or convert more bike paths, crosswalks, and sidewalks. It is a significant increase in funding for these projects through the ATP.
- Local Planning Grants: \$25 million

10.1.4 California Office of Traffic Safety Grants

This program has funding for projects related to traffic safety, including transportation safety education and encouragement activities. Grants applications must be supported by local crash data (such as the data analyzed in this report) and must relate to the following priority program areas:

- Alcohol Impaired Driving
- Distracted Driving
- Drug-Impaired Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Public Relations, Advertising, and Marketing Program
- Roadway Safety and Traffic Records



10.1.5 SCAG Sustainable Communities Program

This program is an innovative vehicle for promoting local jurisdictional efforts to test local planning tools. The Sustainable Communities Program (SCP) provides direct technical assistance to SCAG member jurisdictions to complete planning and policy efforts to implement the regional Sustainable Communities Strategies (SCS). Grants are available in the following three categories:

- Integrated Land Use
 - Sustainable Land Use Planning
 - Transit Oriented Development (TOD)
 - Land Use & Transportation Integration
- Active Transportation
 - Bicycle Planning
 - Pedestrian Planning
 - Safe Routes to School Plans
- Green Region
 - Natural Resource Plans
 - Climate Action Plans (CAPs)
 - Green House Gas (GHG) Reduction programs

10.1.6 Safe Streets and Roads for All (SS4A) Grant Program

This program has allocated \$1B annually for the next 4 years for local cities, counties, MPOs, and other roadway owners (excepting state DOTs) for safety improvement grants for safety planning, education, enforcement, and roadway improvements. This program is not benefit / cost based. Evaluation criteria are oriented to the project's alignment with the Safe Systems approach. There is a 20% local match requirement (can be in-kind contribution via staff billable hours). Planning grants are open to any eligible agency and Implementation grants are open to agencies with a completed safety plan such as a Local Roadway Safety Plan. Planning grants are expected to range from \$100K to \$1M and Implementation grants are expected to range from \$1M to \$20M. Grant applications are due in September 2022.

10.1.7 Infrastructure Investment and Jobs Act

In November 2021, the President signed into law the \$1.2 trillion Infrastructure Investment and Jobs Act. In addition to the SS4A grant program described above, this law provides billions of dollars in additional funding for improvements and investment in the transportation sector nationwide. The law provides \$30 billion in funding over 5 years for competitive RAISE grants for transportation projects, as well as additional funding for repair and environmental mitigation projects. As these grant programs continue to be developed, City can position itself by identifying potential projects and programs to pursue.



10.2 Implementation Plan

Once the Local Roadway Safety Plan has been completed, the City can plan to regularly review and monitor collision data for trends and changes. The City can also plan to prioritize and implement certain improvements that were identified in this plan.

10.2.1 Monitoring

The City can plan to regularly monitor the success of the LRSP and its related implementations by performing the following steps. This before and after analysis can be performed every second year. The City can also meet with the Sheriff department quarterly to discuss roadway safety issues and compare to the latest collision analysis.

- Pull yearly collision data from Crossroads database to determine year-over-year trend
- Utilize Crossroads or GIS software to review the number of collisions occurring at specific locations. Locations where improvements have been made should receive priority for monitoring.
- Based upon changes in collision activity, determine efficacy of improvements and adjust strategies going forward

10.2.2 Analysis Update

The City can plan to update the analysis every two years as part of a monitoring program, as described in **Section 10.2.1**. Every 4 years the City will perform a major update to the analysis and the Local Roadway Safety Plan by performing the following steps. This update will maintain eligibility for the HSIP grant funding for the City. This analysis should continue to focus on both systemic and location-specific safety needs.

1. Obtain updated Statewide Integrated Traffic Records System (SWITRS) collision data from the Crossroads database
2. Use Excel software to update the collision trend analysis completed in Section 7, continue to compare new collision to historic trends
3. Update the roadway shapefile with any new or upgraded roadways
4. Update the intersection shapefile with any new or upgraded intersections
5. Re-run the GIS collision tool to determine the number of collisions at intersections and roadways within the updated study period. The City can plan to run the collision tool for all collisions, as well as the collision types identified in Section 3.2.2 Network Screening Analysis.
6. Update the collision analysis performed in this report, including the collision analysis tables shown in Section 7.7 Collision Network Screening Analysis Report
7. Review the Collision Toolbox to determine if any additional countermeasures should be considered for implementation in the City

10.2.3 Implementation Strategies

The opportunities identified in this report provide systemic and location-specific countermeasures that can be implemented within the City. Implementation will be dictated by funding and available resources, this



guidance is preliminary and subject to change. Over the near-term and mid-term, the City can concentrate its efforts on the following emphasis areas.

- Vulnerable Road Users (Pedestrians and Bicyclists)
- Commercial Vehicles
- Intersection Improvements

Analysis conducted at the citywide level indicated that these factors were some of the most frequent influences contributing to collisions within the City. The countermeasure opportunities previously discussed in this report for both systemic and project-specific improvements can be used as a basis for developing projects at locations where addressing these focus areas would be of the most benefit. Projects that address these focused areas citywide can be developed with a high benefit-to-cost ratio (by applying City-wide collision rates), allowing competitive projects to be developed even at sites with little to no direct collision history, but with conditions that might contribute to future collisions. For location-specific improvements, the City can utilize benefit-cost ratio calculations to help prioritize projects as funding and resources become available. The countermeasure toolbox in **Table 8** also identified a potential prioritization timeline for each improvement, based on cost, effectiveness and feasibility.

This project prioritization process will help the City be ready for the funding opportunities identified in **Section 10.1**. Project prioritization will also help to guide the projects as they are taking into the design and construction project. Coordination with City departments will be key in the completion of these implementations.

The City can also plan to implement the non-engineering improvements identified throughout this report, including actions related to Enforcement, Education, and Emergency Services. These actions will require coordination with internal and external stakeholders, such as City departments, law enforcement, local government organizations, and local community organizations. Early buy-in and engagement from these stakeholders will be key to the success of these actions.

To aid in these actions, the City can assemble a 'Task Force' of representatives from different City departments, such as Public Works, Development Services, and Public Safety. This task force will be instrumental in the monitoring, analysis update, project development and project implementation outlined in this plan.

10.3 Next Steps

The City has completed this LRSP to guide the process of future transportation safety improvements for years to come. In addition to the actions identified in the Implementation Plan, the City can perform the following to guide the success of this LRSP and the safety efforts overall.

- Work with state and partner agencies on implementation of large-scale programs and policies
- Incorporate safety analysis findings in future updates of safety programs
- Monitor statewide safety priorities, guidance, and funding opportunities



City Council Agenda Report

Agenda Item No. 9.c.

DATE: September 13, 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. 22-77, APPROVING PROJECT ACCEPTANCE AND NOTICE OF COMPLETION OF THE FERN STREET SIDEWALK INSTALLATION PROJECT BY GRIGOLLA & SONS CONSTRUCTION CO. INC.

SUMMARY: The Fern Street Sidewalk Installation Project was completed in compliance with the plans and specifications by Grigolla & Sons Construction Co Inc. The project scope included construction of concrete sidewalk, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue. The final cost for the construction work completed by Grigolla & Sons Construction Co Inc. is \$70,499.00.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-77, accepting the improvements to the Fern Street Sidewalk Installation Project by Grigolla & Sons Construction Co. Inc.;
2. Authorize the City Clerk to send the Notice of Completion for recordation to the Los Angeles County Recorder's Office; and
3. Release retention accordingly.

FISCAL IMPACT: The project was completed within the established budget, and there is no additional fiscal impact. The final cost for the construction work completed by Grigolla & Sons Construction Co Inc. is \$70,499.00, which is within the approved contract amount.

DISCUSSION: On March 3, 2022, staff advertised Notice Inviting Bids for the Fern Street Sidewalk Installation Project in engineering plan rooms and trade journals.

On March 15, 2022 at 2:00 pm, three (3) bids were received by the City. Out of three bids received, Grigolla & Sons Construction Co Inc. was found to be the lowest responsive

bidder. The bid submitted by Grigolla & Sons Construction Co Inc is in the amount of \$67,450.00.

On April 12, 2022, the City Council awarded the construction contract to Grigolla & Sons Construction Co Inc. for \$67,450.00 and approved 15% contingency for a total construction budget of \$77,567.50.

In May 2022, Grigolla & Sons Construction Co Inc. began construction of the project per plans, specifications and bid documents contained in its contract with the City. The work included construction of a concrete sidewalk, driveway approaches, curb ramps and related work on Fern Street between Doreen Avenue and Santa Anita Avenue. The project has been completed within the contract schedule and budget. Therefore, staff recommends that City Council approve issuance of a Notice of Completion.

ATTACHMENT(S):

- A. Resolution No. 22-77
- B. Notice of Completion Fern Street Sidewalk Installation

ATTACHMENT A

RESOLUTION NO. 22-77

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ACCEPTING THE FERN STREET SIDEWALK INSTALLATION
PROJECT AS COMPLETE AND AUTHORIZING THE CITY
CLERK TO FILE THE NOTICE OF COMPLETION WITH THE
LOS ANGELES COUNTY RECORDER

WHEREAS, the final cost for the construction work completed by Grigolla & Sons Construction Co Inc. is \$70,499.00, which is within the approved contract amount; and

WHEREAS, the project was reviewed by City Staff and it is determined to be completed satisfactorily; and

WHEREAS, it is recommended that City Council accept the project as Complete and authorize staff to file the “Notice of Completion” with the Los Angeles County Recorder’s Office for this project.

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

SECTION 1: The City Council hereby adopts and approves this Resolution accepting the work performed by Grigolla & Sons Construction Co Inc. for the Fern Street Sidewalk Installation Project.

SECTION 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion with the Los Angeles County Recorder.

PASSED, APPROVED AND ADOPTED this 13th day of September, 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. 22-77, 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 13th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

PUBLIC WORKS DEPT C/O CITY CLERKS' OFFICE
CITY OF SOUTH EL MONTE
1415 Santa Anita Avenue
South El Monte, CA 91733

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice, pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: CITY OF SOUTH EL MONTE
3. The full address of the owner is: 1415 Santa Anita Avenue, South El Monte, CA 91733
4. The nature of the title is: Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

NONE

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on 6/30/2022. The work was: Fern Street Sidewalk Installation Project.
8. The name of the contractor, if any, for such work of improvement was Grigolla & Sons Construction Co Inc 04/12/2022
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)
9. The property on which the work of improvement was completed is in South El Monte, County of Los Angeles, State of California, and is described as follows: Fern Street Sidewalk Installation Project.
10. The street address of the property is Fern St. between Doreen Ave. and Santa Anita Ave., South El Monte
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____

CITY OF SOUTH EL MONTE

By: _____

Colby Cataldi
Community Development Director

VERIFICATION

I, the undersigned, say: I am the Community Development Director of the City of South El Monte, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

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

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20__, by _____

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature _____



City Council Agenda Report

Agenda Item No. 9.d.

DATE: September 13, 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. 22-78, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 9 PROJECT

SUMMARY: Kimley-Horn and Associates, Inc. has been selected by staff as the most responsive and qualified consultant to provide design services for various traffic signal improvements within the HSIP Cycle 9 Project. The HSIP Cycle 9 Project includes safety improvements at various signalized intersections, including hardware modifications to the traffic signal lenses, backplates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads. The project improvements will involve a total of eleven signalized intersections throughout the City.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-78, Awarding a professional services agreement to Kimley-Horn and Associates, Inc. for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project in the amount of \$56,526.94; and
2. Approve \$1,926.94 in Measure R Funds for the project design phase.

FISCAL IMPACT: The City received \$57,600 from the State through the Highway Safety Improvements (HSIP) Cycle 9 grant program. The following is the project's anticipated cost during the design phase:

Design Services (Kimley-Horn and Associates, Inc.)	\$56,526.94
City Staff Time for Project Management	\$3,000.00
Total	\$59,526.94

Below is the design phase funding breakdown:

HSIP Cycle 9 (no local match required)	\$57,600.00
Measure R Local Return Program	\$1,926.94
Total	\$59,526.94

DISCUSSION: The HSIP Cycle 9 Project includes safety improvements at various signalized intersections, including hardware modifications to the traffic signal lenses, backplates with retroreflective borders, mounting, size, and number, as well as installation of pedestrian countdown signal heads. The project improvements will involve a total of eleven signalized intersections throughout the City.

On April 12, 2022, the City Council authorized staff to issue a Request for Proposals (RFP) for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project.

On April 12, 2022, the City issued a Request for Proposal (RFP) for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project with a proposal due date of May 4, 2022. No proposals were received on this solicitation.

On July 19, 2022, the City reissued a Request for Proposal (RFP) for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project with a proposal due date of August 16, 2022. Three (3) firms submitted proposals: Kimley-Horn and Associates, Inc., KOA Corporation and Minagar & Associates. The proposals were evaluated based on the established criteria identified in the RFP including compliance with the RFP requirements, proposal quality, project understanding, approach, methodology including responsiveness and flexibility, experience of assigned staff, similar project experience, schedule efficiency, and references.

Staff reviewed the proposals and determined that the proposal from Kimley-Horn and Associates, Inc. was the most qualified. Their proposal was the most comprehensive and demonstrated the best understanding of the project. Kimley-Horn and Associates, Inc. showed in its proposal their related project experience of similar projects for cities including City of Monterey Park, Downey, and Culver City.

Staff recommends that the City Council approve a professional services agreement with Kimley-Horn and Associates, Inc., as the most qualified consultant, to provide Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project for a total amount of \$56,526.94 and authorize the City Manager to execute the agreement.

ATTACHMENT(S):

- A. Resolution No. 22-78
- B. Technical Proposal
- C. Fee Proposal
- D. Draft Professional Services Agreement with Kimley Horn

ATTACHMENT A

RESOLUTION NO. 22-78

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AWARDING PROFESSIONAL SERVICE AGREEMENT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS HSIP CYCLE 9 PROJECT

WHEREAS, on April 12, 2022, the City Council authorized staff to issue a Request for Proposals (RFP) for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project; and

WHEREAS, on April 12, 2022, the City issued a Request for Proposal (RFP) for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project with a proposal due date of May 4, 2022 and no proposals were received on this solicitation; and

WHEREAS, on July 19, 2022, the City reissued a Request for Proposal (RFP) for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project with a proposal due date of August 16, 2022 and received three (3) proposals; and

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

WHEREAS, the City staff determined that Kimley-Horn, Inc. was the most qualified consultant for the project.

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

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

SECTION 2: Upon reviewing the proposals submitted for Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project, the City Council hereby finds that Kimley-Horn, Inc. has submitted the most qualified proposal, in the amount of \$56,526.94.

SECTION 3: Approve \$1,926.94 in Measure R funds the project design phase.

SECTION 4: The City Council hereby authorizes the City Manager to execute a professional service agreement with Kimley-Horn, Inc. in the amount of \$56,526.94. The City Attorney may amend the agreement as to form. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED AND ADOPTED this 13th day of September, 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. 22-78 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 13th day of September, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

Prepared for:

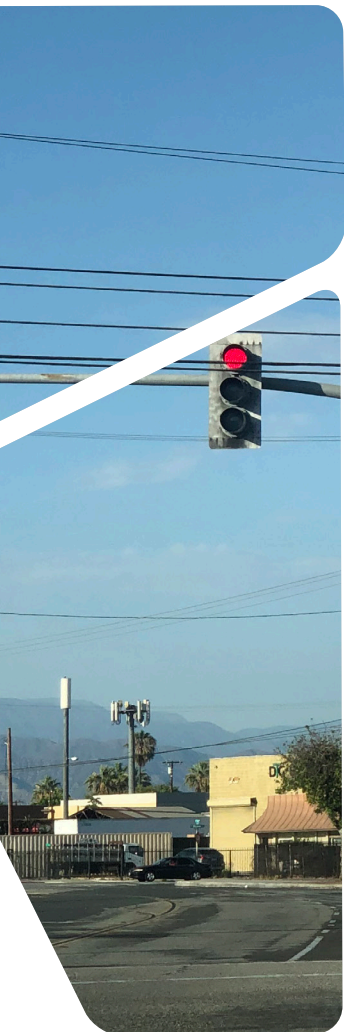


Proposal to Provide

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project

HSIPL-5352(020)



Prepared by:

Kimley»Horn

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

August 16, 2022

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

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

RE: Proposal to Provide Design Services for Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project, HSIPL-5352(020)

Dear Mr. Cataldi and Members of the Selection Committee:

The **City of South El Monte** (City) is an industrious community of spirited residents rapidly growing into a flourishing commercial center. To support this growth, improvements to the City's infrastructure is vital. As the City prepares to initiate traffic signal improvements at various signalized intersections, selecting the team with the right combination of local knowledge and expertise in traffic engineering design is critical. **Kimley-Horn** has assembled a team that has significant relevant experience and covers the full range of skillsets needed to deliver this project. As you review our proposal, please keep in mind the following Kimley-Horn attributes:

Experienced Project Manager Backed by Multidisciplinary Resources. As your project manager, I, **Jean Fares, P.E.**, will manage our team and provide design services to the City. I have more than 30 years of robust transportation experience and have managed numerous traffic signal modification projects and construction support services for local municipalities. I will be supported by a team of skilled engineers, planners, analysts, and public involvement specialists. We have supplemented our in-house team with **Avant-Garde, Inc.**, a local disadvantaged business enterprise (DBE), to provide funding administration services and meet the City's 10% DBE goal.

Extensive HSIP Project Experience. Kimley-Horn has completed numerous Highway Safety Improvement Project (HSIP) projects ranging from roadway realignments to multiple intersection corridors. We understand that being familiar with the coordination of the approval process is the key to timely completion of these projects. Our Southern California HSIP project experience includes:

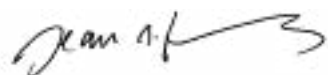
- » City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits
- » City of Palm Springs, Traffic Signal Improvements
- » City of Culver City, Signal Upgrade and Left Turn Phasing Project
- » City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials
- » City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop Project
- » City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System
- » City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement Project
- » City of Rancho Mirage, Traffic Signal Interconnect Improvements

A Partner You Can Trust. We value our long-term partnerships with local municipalities and responsiveness is the cornerstone of our success in developing these relationships. We will pay attention to and approach your projects with sound judgment based on your needs. We are here to serve you and we will listen to your concerns and act independently while partnering with you to deliver your projects. Kimley-Horn is a trusted name among our clients—in fact, 90 percent of our business is from repeat clients. Any of our transportation-industry clients can attest to our ability to exceed your expectations and deliver your project on time and within budget.

By choosing Kimley-Horn as your consultant, you capitalize on our team's expertise, resources, and proven ability to put your needs first as we help you develop effective, practical solutions for your anticipated project. As your project manager, you have my personal pledge that our team will be committed to helping you achieve your goals and vision. Please don't hesitate to contact me at 213.354.9402, jean.fares@kimley-horn.com, or the address listed above with any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jean Fares, P.E.*

Project Manager/Senior Vice President

*Jean is authorized by Kimley-Horn to represent the firm and negotiate agreement terms and compensation.

Kimley-Horn acknowledges that this proposal offer is valid for 120 days from the submittal date of August 16, 2022.

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

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Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

SECTION 1: APPROACH AND SCOPE OF WORK

UNDERSTANDING

The **City of South El Monte** (City) is looking to improve safety and operability through the installation of retroreflective signal heads, 12" vehicle heads, and pedestrian countdown signal heads at 11 existing signalized intersections in various locations throughout the City. Per the City's Request for Proposals (RFP), the project is funded at an estimated \$601,300 by an HSIP Cycle 9 grant from Caltrans.

The City has compiled collision data history from 2013-2017 with a total of 215 collisions, 15 of which include pedestrians and cyclists. The only collision resulting in fatality involved pedestrians. In the past 20 years, there have been no safety focused projects at these intersections. Residents have expressed concern for their safety, further cementing the need for this project.

The Caltrans Local Roadway Safety Manual (LRSM) outlines a systemic approach of proven safety countermeasures to address system-wide safety issues. The Manual provides steps to calculate Benefit to Cost ratios (BCR) to determine which low-cost countermeasures could be implemented to high crash locations. Based on the collision data history and BCRs, the City has determined two countermeasures to increase safety and reduce the number of collisions.

The first countermeasure **S2: Improve Signal Hardware: Lenses, Back-Plates with Retroreflective Borders, Mounting Size, and Number of Signal Heads** includes improvements in safety for signalized intersections by installing new LED lighting, signal back plates, retro-reflective tape outline on the back plates, or visors to increase signal visibility, larger signal heads, relocation of signal heads, or additional signal heads. The LRSM states that the S2 countermeasure provides better daytime and nighttime visibility, clarity of signals, and reduces rear-end and right-angle collisions associated with drivers who are unable to see traffic signals sufficiently in advance of an intersection. The implementation of upgrading all vehicle head lenses to 12" LED vehicle heads and all back-plates with retroreflective borders and mountings has the potential to reduce crashes by 15% as documented in the LRSM and RFP.

The second countermeasure **S19: Install Pedestrian Countdown Signal Heads** focuses on improving safety for pedestrians by installing a timer display to let pedestrians know how much time they have left to safely cross a street. Of the 11 intersections in the RFP, six of the intersections have collision history involving pedestrians and bicycles. The implementation of pedestrian countdown signal heads will reduce crashes by 25% as documented in the LRSM and RFP.

Countermeasures S2 and S19 will have a combined BCR of 16.18. Specific improvements are further discussed in the succeeding Scope of Work section of this proposal. These project intersections and improvements are shown in the exhibit on page 3.

Key Project Element: Grant Administration

Grant administration is a key element to confirm that the City follows through with procurement. When agencies are appropriated funding, it is their responsibility to work with the administering agencies to submit the required documents as well as reimbursements requests. Funding administration involves various steps such as the tracking of all eligible and non-eligible expenditures through the project's lifespan, providing advisement on programmatic changes and updates, and building relationships with each agency granting or administering the funding. We have included Avant-Garde, Inc. on our team to assist with PSE Certification and E-76 Construction Authorization. Each member of Avant-Garde's staff has provided professional consultant services on similar projects in the past and is thoroughly familiar with the processes required pursuant to Caltrans Local Assistance Procedures and Metro (LAPM) funding administration procedures. Avant-Garde has successfully completed audits with Caltrans, Metro, and the Federal Highway Administration (FHA). The documents are organized in a manner that is conducive to the auditor's review and we have cleared all the audits conducted on federally-funded projects that were administered through Avant-Garde, Inc.

Key Project Element: Caltrans Coordination

In addition to the design and integration of this project, Kimley-Horn understands the importance of coordination with Caltrans District 7 to assure a successful implementation of this project. Our team will verify that our submittals are complete to meet Caltrans LAPM requirements for each submission.

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

Anticipated Project Challenges

Navigating Caltrans' Policies, Procedures, and Timeline

Proposed Resolution: There will be extensive coordination with Caltrans for this project. Our team has a well-established relationship with Caltrans and a successful history of working with the agency on the Local Assistance Program Manual requirements, PES Submittal for NEPA Certification, Right-of-Way Certification, and Requests for Authorization to Proceed with Construction (E-76 for CON).

Outdated As-Builts

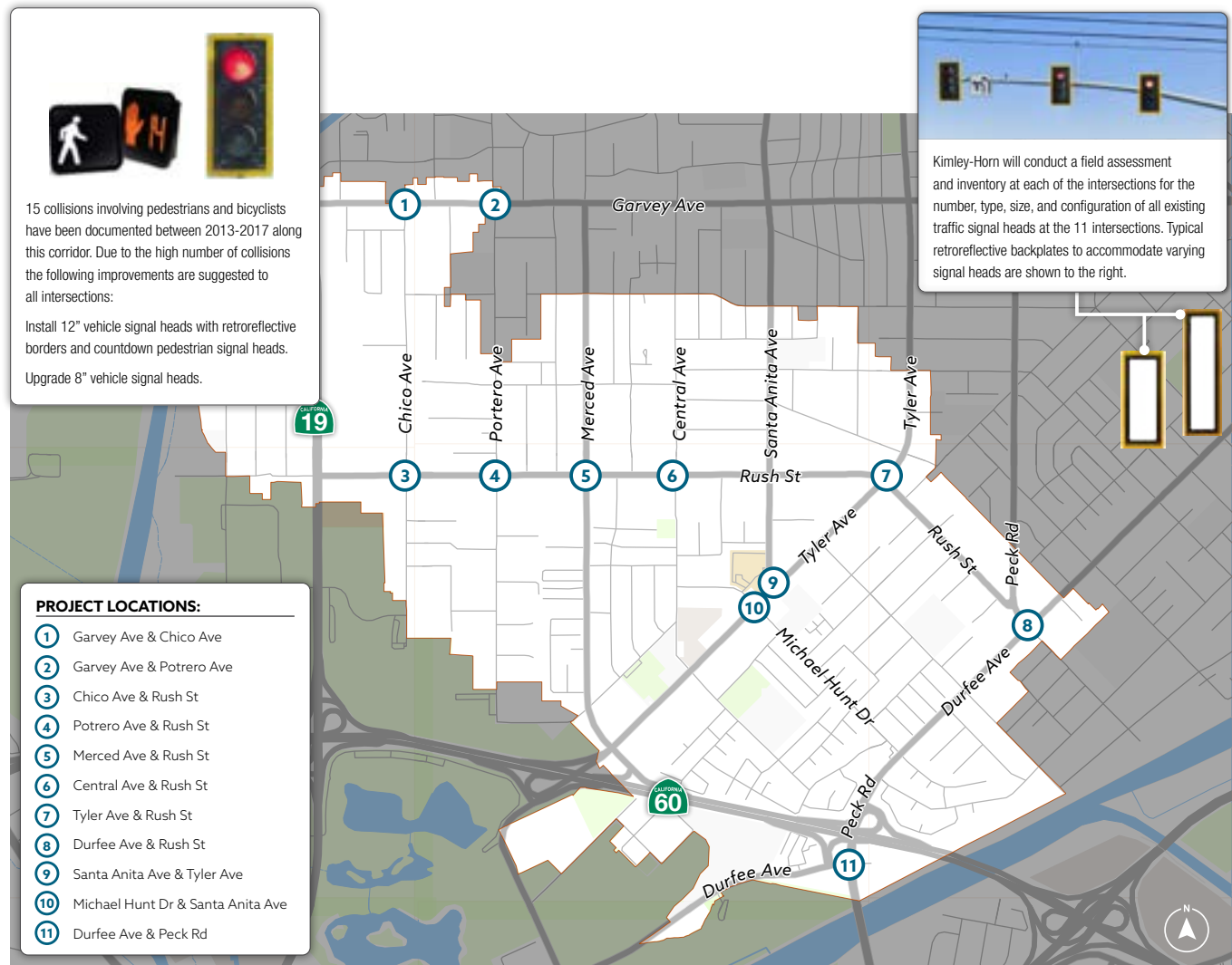
Proposed Resolution: There have been no upgrades for vehicular, pedestrian, and cyclist traffic at these 11 intersections for the past 20 years. Kimley-Horn will document detailed field notes at each intersection to minimize discrepancies between as-builts and current existing conditions for each submittal. An example of field notes documented for an intersection is provided on page 4.



Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

Figure 1: Project Intersections and Improvements



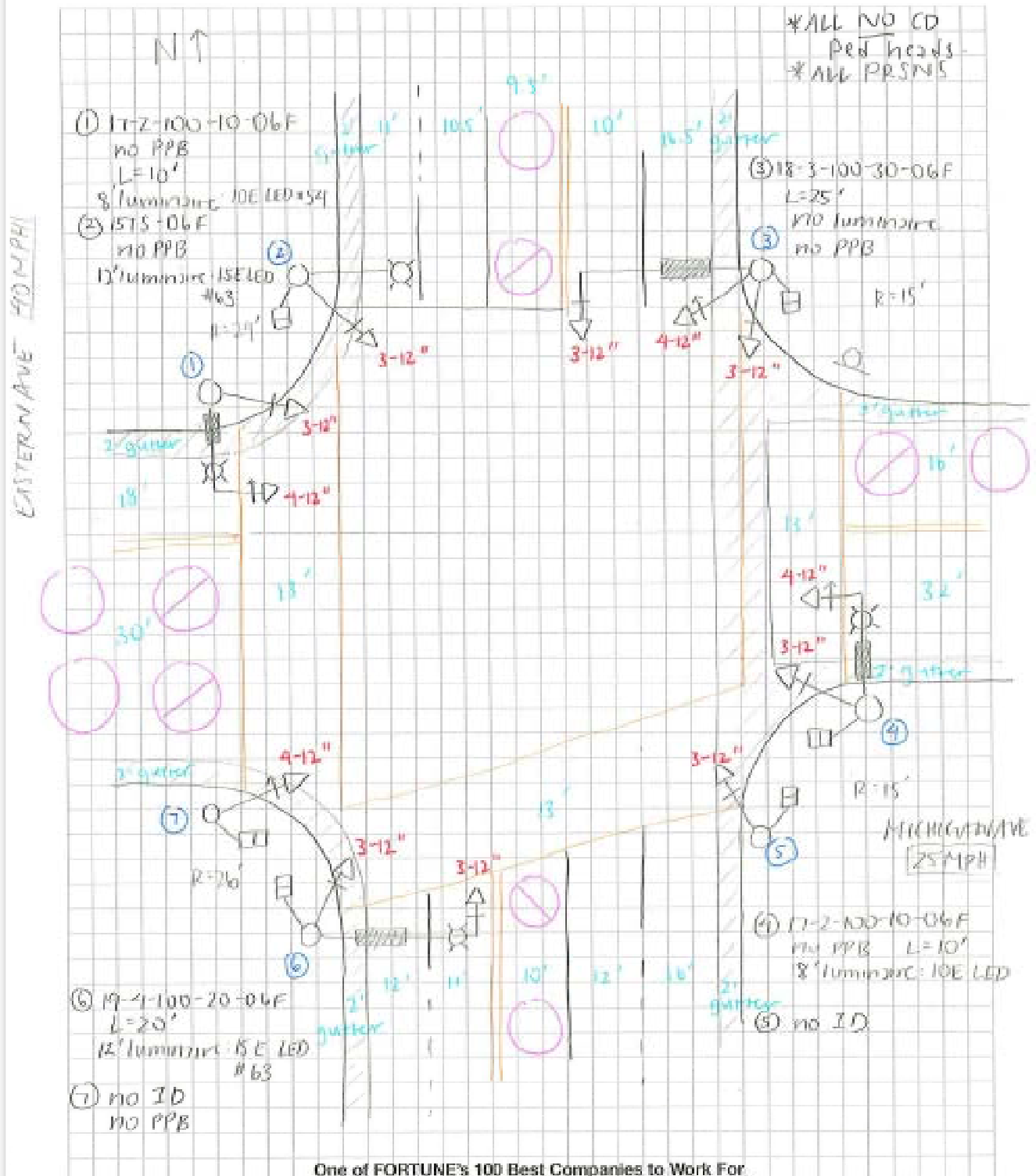
Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

Kimley»Horn

Expert Advice. Experience Matters.

Job EASTERN AVE Subject MICHIGAN AVE Sheet No. 1 of 19
 Job No. _____
 Designed By VC Date 3/25/21 Checked By _____ Date _____



One of FORTUNE's 100 Best Companies to Work For

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

APPROACH

The implementation of Countermeasures S2 and S19 is an effective method to improve overall intersection safety through enhancements to visibility. Both countermeasures are low-cost safety treatments that are unintrusive to the overall traffic signal system and can be employed without impacting existing conduits, signal controllers, or poles. For this reason, Kimley-Horn is committed to working with the City to deliver a project that is comprehensive, timely, and cost-effective.

Based on an initial field observation on August 2, 2022 (Figures 2 and 3), some intersections have broken or faded backplates. Kimley-Horn will conduct more thorough field investigations at each of the 11 intersections to document existing signal head equipment, pedestrian countdown signal heads, 8" vehicle heads, and constraints that might impact the proposed design. Kimley-Horn will submit preliminary plans that would include four intersections per sheet. The plans will show the removal of existing signal head backplates, 8" vehicle signal heads, and pedestrian signal heads and the installation of retroreflective backplates, 12" LED vehicle heads, and pedestrian countdown signal heads. To reduce costs associated with plan preparation and City review, base mapping within each sheet will be kept to a minimum and limited to show only relevant signal equipment, conduit runs, pull boxes, controllers, and other elements unnecessary to the design will be omitted.

Santa Anita Avenue and Tyler Avenue facing the southeast corner (Taken 8/2/2022)



Figure 2: Existing 12" vehicle head with broken bulb hood



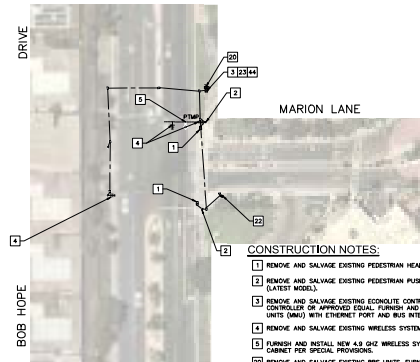
Figure 3: Faded backplate on mast arm, existing 8" bulb vehicle head on pole

We have included two project samples on the following page. For the City of Rancho Mirage, we successfully utilized aerial backgrounds with our design superimposed. For the City of West Hollywood, we drew the existing right-of-way, curb, and centerlines as a base for the design. This provided enough context for the design, conveyed the information to the contractor, and required zero contractor change orders.

Design Services for Traffic Signal Improvements at Various Signalized Intersections

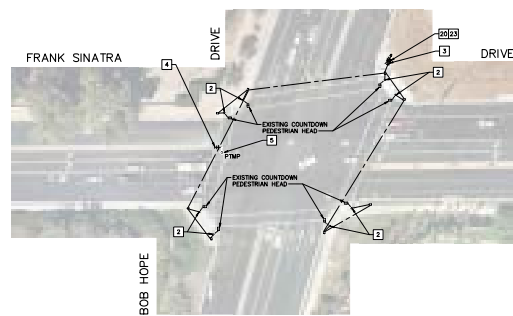
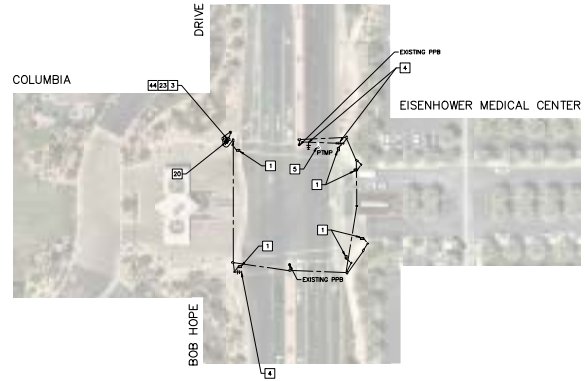
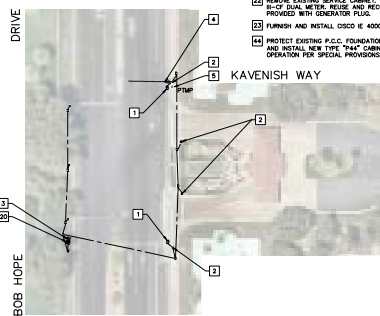
HSIP Cycle 9 Project, HSIPL-5352(020)

City of Rancho Mirage



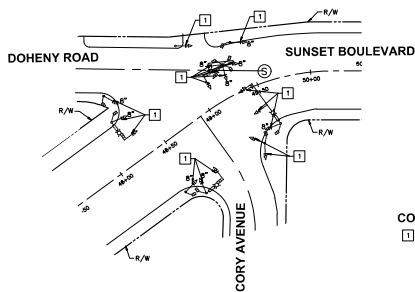
CONSTRUCTION NOTES:

- 1) REMOVE AND SALVAGE EXISTING PEDESTRIAN HEADS. FURNISH AND INSTALL COUNTDOWN PEDESTRIAN SIGNAL HEADS.
- 2) REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTONS. FURNISH AND INSTALL POLARA BALLOON PUSH BUTTONS (LATEST MODEL).
- 3) REMOVE AND SALVAGE EXISTING ECONOLITE CONTROLLER TO CITY YARD. FURNISH AND INSTALL ECONOLITE CORAL 410 CONTROLLER OR APPROVED EQUAL. FURNISH AND INSTALL NEW COMPATIBLE ECONOLITE MALFUNCTION MANAGEMENT UNITS (MFMU) WITH ETHERNET PORT AND BUS INTERFACE UNITS (BIU) OR APPROVED EQUALS.
- 4) REMOVE AND SALVAGE EXISTING WIRELESS SYSTEM.
- 5) FURNISH AND INSTALL NEW 4.9 GHz WIRELESS SYSTEM WITH RADIO ANTENNA CABLE FROM RADIO TO CONTROLLER CABINET FOR SPECIAL PROVISIONS.
- 6) REMOVE AND SALVAGE EXISTING RBS UNITS. FURNISH AND INSTALL ALPHA RBS UNIT OR APPROVED EQUAL IN NEW RBS ENCLOSURE. MOUNT RBS ENCLOSURE TO SIDE OF EXISTING SIGNAL CABINET. RBS UNITS SHALL BE IP CABLED.
- 7) REMOVE EXISTING SERVICE CABINET. FURNISH AND INSTALL NEW SERVICE CABINET PER STANDARD PROVISIONS TYPE B-100. WIRE REUSE AND RECONNECT EXISTING WIRES. REUSE EXISTING FOUNDATION. SERVICE CABINET SHALL BE PROVIDED WITH COORDINATION PLUG.
- 8) FURNISH AND INSTALL DISCO IE 4000 SERIES SWITCHES (12 PORT) OR APPROVED EQUAL. SEE SPECIAL PROVISIONS.
- 9) PROTECT EXISTING P.C.C. FOUNDATION FOR CABINET. REMOVE EXISTING CABINET AND SALVAGE TO CITY YARD. FURNISH AND INSTALL NEW TYPE "PAC" CABINET COMPLETE WITH ALL EQUIPMENT NECESSARY TO PROVIDE THE INTENDED OPERATION PER SPECIAL PROVISIONS.



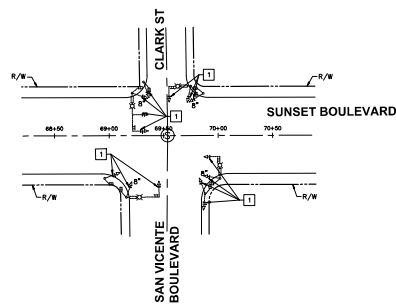
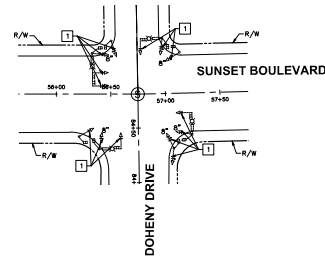
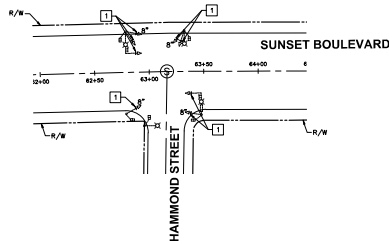
APPROXIMATE SCALE: 1"=40'

City of West Hollywood



CONSTRUCTION NOTES:

- 1) FURNISH AND INSTALL HIGH VISIBILITY YELLOW REFLECTIVE STRIP AT ALL EXISTING VEHICLE SIGNAL HEAD BACKPLATES.

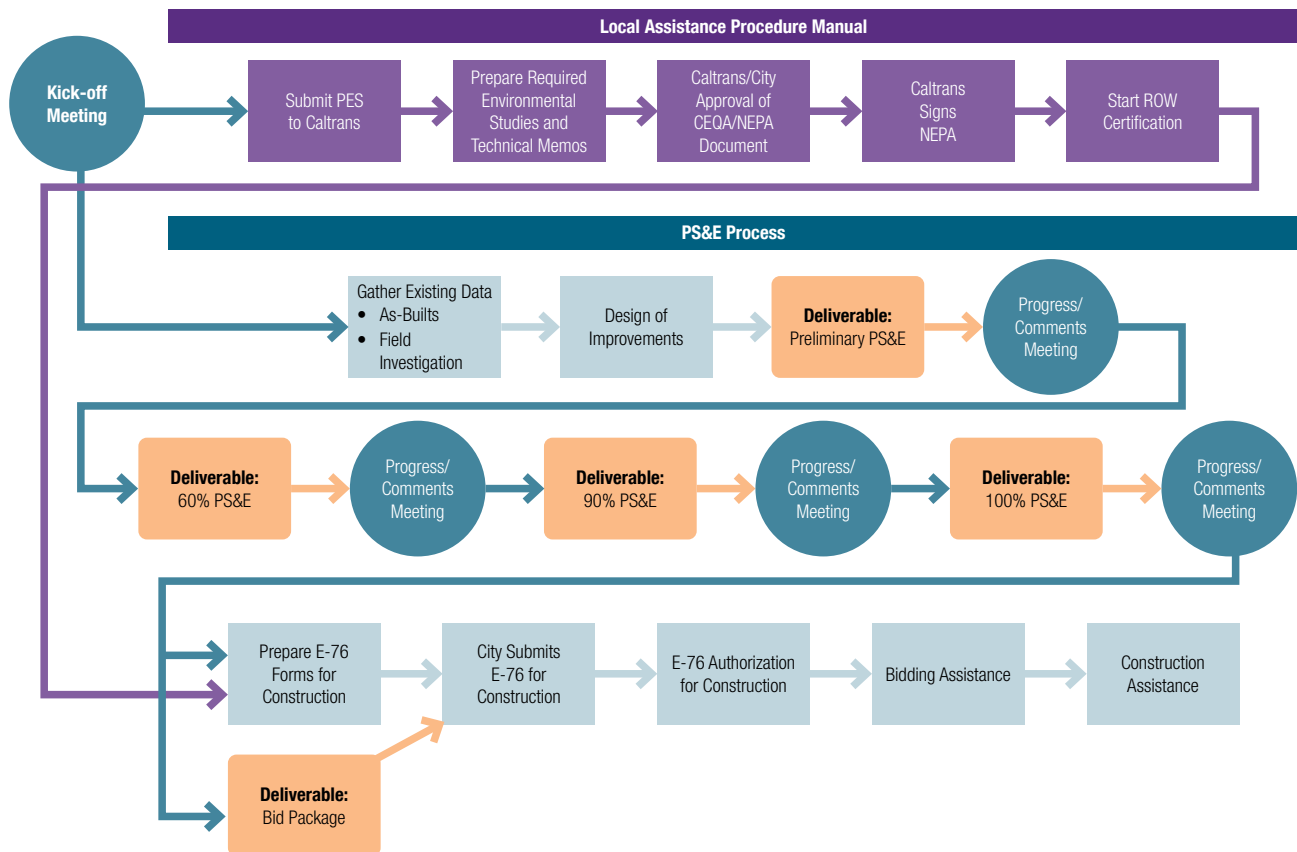


Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

Methodology

The flowchart below illustrates methodology and techniques our team will employ for this project.



QUALITY CONTROL

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality control/quality assurance (QC/QA) manual that every contract manager and task manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our client's needs. There will be no learning curve relative to quality for the Kimley-Horn team. Our QC/QA program is based on the philosophy that:

- » **Quality is achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully
- » **Quality is controlled** by assigning a manager to evaluate all work and procedures followed while providing the services
- » **Quality is secured** through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts
- » **Quality is verified** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development

KIMLEY-HORN QUALITY CONTROL IS



Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures:

- » The task manager will be responsible for being thoroughly familiar with requirements and will be given the authority to direct the project team and call upon our corporate resources, as required, to satisfy the project needs
- » An internal “kick-off” meeting will be held with key individuals assigned to the task to clearly define the scope of services and establish the schedule
- » Project meetings and decisions will be documented by a “paper trail.” All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- » Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a project decision will be documented
- » Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bimonthly full team meetings with the task manager

SCHEDULE AND BUDGET CONTROL

Kimley-Horn understands the importance of meeting the City’s schedule and is committed to completing this project on time. Our confidence in being able to meet the City’s timeline is attributed to our stringent approach to schedule control. We understand that schedule control must begin with a clear understanding of the scope of work and budget as well as the subsequent preparation of a detailed schedule that includes milestone completion dates, critical path items, and risks for interim deliverables. We maintain a detailed, integrated Management Information System (MIS), designed primarily to focus on schedule control. MIS tracks both effort and performance by recording time spent and percent of projects completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments reasonably necessary to maintain project schedules.

Cost control is achieved through two independent processing systems integrated into the MIS, providing a complete financial and reporting overview of each individual task as well as the entire project. The project managers receive detailed status reports twice a month but can also access the system and obtain real time information on an ongoing basis. This level of tracking controls task budgets, allowing us to keep our clients fully informed of all administrative aspects of each task at a moment’s notice.

DOCUMENT CONTROL

We utilize a redundant document control system in which both hard and electronic copies of project deliverables and significant project communications are filed and tracked by project number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate project records and respond to your requests in a timely fashion.

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

SCOPE OF WORK

Task 1: Project Management

Project management will consist of project coordination, administration, and attendance at project meetings. Kimley-Horn's administration efforts include the development and maintenance of the project schedule, work plan, and filing system and processing timely invoices/progress reports. We will create and maintain a simplified critical path method schedule, updating it as needed and as requested by the City.

We assume that we will attend a pre-design (kick-off) meeting and bi-weekly progress conference calls with City staff and subsequently the 60%, 90%, and 100% design reviews. Kimley-Horn will coordinate with the City to develop agendas for each meeting. After each meeting, Kimley-Horn will prepare minutes to document decisions and action items and will distribute a digital copy to each meeting attendee. Any additional in-person meetings or conference calls will require a change in scope.

Task 1 Deliverables

- ✓ Attendance at kick-off meeting and bi-weekly progress conference calls
- ✓ Electronic copy of meeting agendas and meeting minutes
- ✓ Schedule updates at each submittal milestone (60%, 90%, 100% Submittals)

Task 2: Preliminary Engineering

Kimley-Horn will be working with **Avant-Garde** to perform a Preliminary Environmental Study (PES) to prepare the Categorical Exclusion documents and coordinate with the City to receive approval.

Kimley-Horn will review existing record data and conduct field investigations at each of the 11 intersections to document existing signal head equipment, existing pedestrian countdown signal heads, and constraints that would affect the design of the proposed project. Kimley-Horn will also obtain right-of-way maps, assessor parcel maps, and easement information within the project limits. Any Temporary Construction Easements (TCEs) will be shown on the plans.

The project scope is not anticipated to impact utilities and will maintain existing signal head locations and equipment. As a result, Kimley-Horn believes that, in the interest of cost-savings for the City, utility coordination efforts will not be required or included for this project.

Kimley-Horn will prepare preliminary plans for traffic signal modifications at the 11 intersections to replace existing signal head backplates with retroreflective backplates and replace existing pedestrian non-countdown signal heads with countdown signal heads. Kimley-Horn will submit preliminary plans that would include four intersections per sheet and would show the removal of existing signal head backplates and the installation of reflective backplates. To reduce costs associated with plan preparation and City review, base mapping with each sheet will be kept to a minimum and will be limited to show only relevant signal equipment; conduit runs, pull boxes, controllers, and other elements unnecessary to the design will be omitted.

A preliminary opinion of probable construction costs will be prepared based on preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage. The preliminary opinion of probable construction costs will be prepared in spreadsheet format using Microsoft Excel.

Kimley-Horn will prepare technical specifications. The base documents that the specifications will be based on is the City of South El Monte Traffic Signal Specifications, the Standard Specifications for Public Works Construction ("Greenbook"), and Caltrans 2018 Standard Specifications. The technical specifications will be prepared using the latest edition of Microsoft Word for Windows.

Plans will be completed in AutoCAD Version 2022 and will be presented with four intersections per plan sheet.

Task 2 Deliverables

- ✓ One set of field notes for all 11 intersections
- ✓ One set of preliminary plans in PDF format
- ✓ Preliminary opinion of probable costs in PDF format
- ✓ Technical specifications in PDF format

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Task 3: Plans, Specifications & Estimate (PS&E)

Task 3.1 90% PS&E Package

Based on one set of non-conflicting comments on the 60% preliminary plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments.

Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

We anticipate the following plan sheet counts for the project:

- » Cover sheet (one sheet)
- » Notes, legends, and construction details (one sheet)
- » Signal modification plans (three sheets)

Estimated total sheets: five sheets

We do not anticipate the following sheets to be part of the design at any stage of the project:

- » Signing and striping plans
- » Civil improvements
- » Communication plans
- » Street lighting plans

The engineer's opinion of probable construction costs will be developed based on the preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage. The opinion of probable construction costs will be prepared in spreadsheet format using Microsoft Excel.

Kimley-Horn will prepare technical specifications. The base documents that the specifications will be based on is the City of South El Monte Traffic Signal Specifications, the Standard Specifications for Public Works Construction ("Greenbook"), and Caltrans 2018 Standard Specifications. The technical specifications will be prepared using the latest edition of Microsoft Word for Windows.

Task 3.1 Deliverables

- ✓ One set of 90% plans in PDF format
- ✓ Updated technical specifications in PDF format
- ✓ 90% opinion of probable cost in PDF format
- ✓ Comment response matrix in PDF format

Task 3.2 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans, opinion of probable cost, and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the final submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, cost estimates, and technical specifications. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

Task 3.2 Deliverables

- ✓ One set of 100% plans with wet signed mylars
- ✓ Updated technical specifications in MS Word
- ✓ 100% opinion of probable cost in Excel
- ✓ Comment response matrix in PDF format

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Task 3.3 Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization

Kimley-Horn will be working with Avant-Garde to prepare Caltrans LAPM forms for PSE certification and E-76 Construction Authorization.

Avant-Garde understands federal and state requirements, funding administration, and the complex diversity of Southern California. They are uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant, deliver a variety of grants, deliver reports and documents for projects from inception to conclusion, and administer federal, state, and regional required submittals and reporting.

The Request for Authorization (RFA) will be submitted in advance for right-of-way certification. If there are no right-of-way takes, a Short Form will be submitted. When approved, we will submit with the full RFA package.

Task 3.3 Deliverables

- ✓ Right-of-way certification package
- ✓ RFA to proceed with construction to secure the E-76

Task 4: Bidding and Construction Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will attend the pre-bid meeting and assist City staff and/or potential contractors in answering pre-bid questions, and interpretations of the plans and specifications. Kimley-Horn will provide responses to requests for information (RFI) during the bidding phase and prepare project addenda.

Kimley-Horn will also assist with coordination and support during the construction stages of the project. Kimley-Horn will attend the pre-construction meeting and address items for the construction management team to be aware of. Kimley-Horn will be involved during construction stages by responding to RFIs, reviewing and responding to all submittals, and reviewing any proposed changes by the contractor during construction. We will attend up to five construction progress meetings or field meetings.

Task 4 Deliverables

- ✓ Response to pre-bid questions
- ✓ Response to RFI and questions during bidding phase
- ✓ Attendance of up to five meetings
- ✓ Response to RFI's and submittal reviews

Task 5: Prepare Record Drawings (As-Builts)

Kimley-Horn will prepare record drawing as-builts after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD and PDF electronic files will be sent to the City.

Task 5 Deliverables

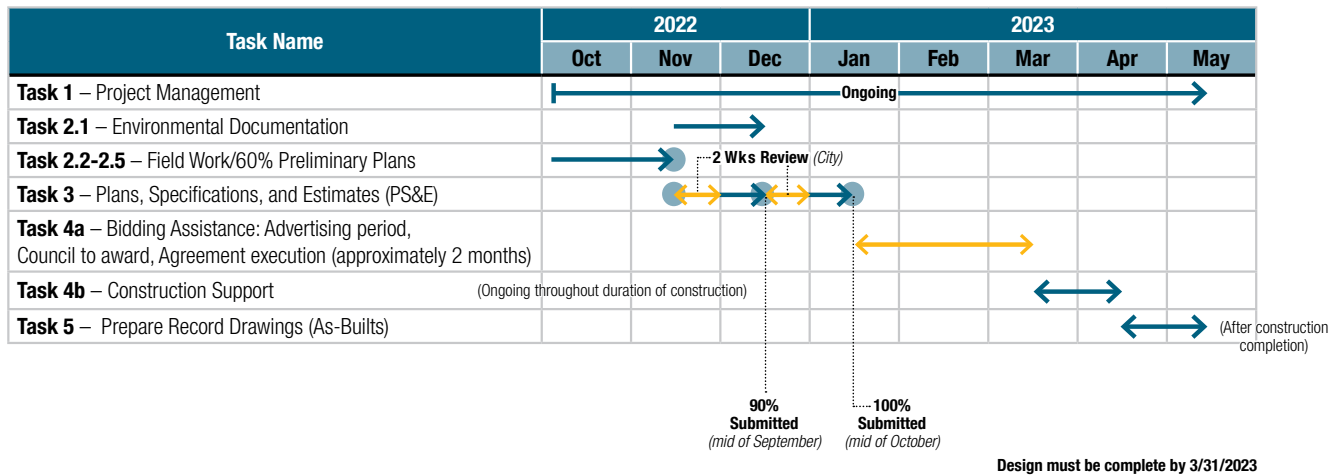
- ✓ Record drawings in PDF electronic format

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SECTION 2: SCHEDULE

Our draft project schedule is provided below. This schedule assumes a Notice to Proceed of October 2022. It is our intent to review this schedule with the City at the start of the project and make any desired adjustments and track the project work as a progress schedule by providing regular updates.



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SECTION 3: PROJECT TEAM, KEY PERSONNEL, AND RESUMES

FIRM PROFILE

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to both public and private sector clients nationwide. Since our founding in 1967, Kimley-Horn has grown from a small group of transportation planners and traffic engineers to a multidisciplinary firm of more than 6,100 employees in 106 offices nationwide, including 12 in California. Work for this project will be led out of our local Downtown Los Angeles office. Today, we are one of the largest engineering consulting firms in the U.S. ***This year, Engineering News-Record has ranked Kimley-Horn 10th of the top 500 U.S. design firms.*** Our growth is the direct result of our commitment to integrity and dedication to providing quality services. Our clients receive the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm can offer.

PROJECT TEAM

Our team will be led by **Jean Fares, P.E.**, a successful Kimley-Horn project manager with over 30 years of experience in traffic and transportation engineering in Southern California. Jean will coordinate with the City's project manager to execute the scope of work. He will take the lead in preparing all individual task assignments with staff and will personally manage the overall project, schedule, and deliverables, projecting one point of contact for the City.

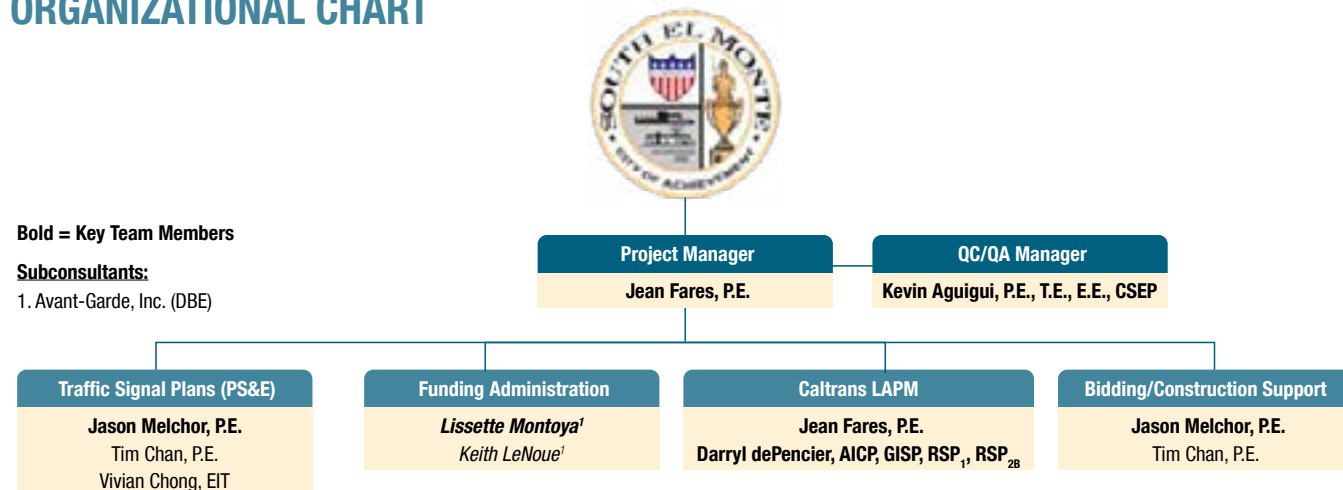
Jean understands how important effective project management is to the success of a project. That's why, for this project, he will implement Kimley-Horn's proven fundamentals for project management, consisting of:

- » Developing a clear understanding of the task to be accomplished (carefully determining what services we will deliver)
- » Developing a comprehensive work plan and schedule to accomplish the task goals
- » Setting weekly and monthly milestones that support the larger milestones
- » Maintaining regular coordination with the project team to discuss any technical issues and provide updates on milestone progress
- » Engaging with stakeholders during early stages in the project and foster community support for the project by understanding and addressing public concerns up front

Jean will be supported by **Kevin Aguigui, P.E., T.E., E.E., CSEP**, with more than 32 years of experience in the transportation industry; **Jason Melchor, P.E.**, with over 24 years of experience in transportation engineering; **Darryl dePencier, AICP, GISP, RSP₁, RSP_{2B}**, with 15 years of transportation planning experience; **Lissette Montoya**, a staff member of our subconsultant **Avant-Garde, Inc.** with more than 18 years of funding administration experience; and a team of additional, well-qualified engineers.

The organizational chart below delineates the roles and responsibilities of both Kimley-Horn's key personnel and subconsultant staff. Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City's project manager. Resumes that highlight the experience and qualifications of our key personnel are provided starting on page 15.

ORGANIZATIONAL CHART



Design Services for Traffic Signal Improvements at Various Signalized Intersections

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SUBCONSULTANTS



Grants
Compliance
Funding Management
Community Outreach

Avant-Garde, Inc. – Funding Administration

To enhance our team, we have partnered with Avant-Garde, Inc. Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies. They are committed to developing a working relationship that becomes a seamless extension of the City's staff. Avant-Garde has intimate knowledge of the City's processes due to the funding administration, grant writing, community outreach, and labor compliance services they have provided the City since 2016. The firm has assisted the City with the processes required pursuant to Caltrans LAPM funding administration procedures. Avant-Garde has completed and is continuing to work on several Caltrans and Metro submittals within various stages including ATP, Metro Measure M, and HSIP funded projects



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RESUMES



Jean Fares, P.E.
Project Manager

Professional Credentials & Affiliations

- » Bachelor of Science, California State Polytechnic University, Pomona
- » Professional Engineer in California #TR2097
- » Institute of Transportation Engineers (ITE), Member

Jean has more than 30 years of experience—including 28 years at Kimley-Horn—with the planning and design of traffic and transportation projects throughout California and the western U.S. As a registered Professional Engineer (Traffic) in California, he has provided traffic signal design at over 2,000 locations, signal system design at over 1,500 locations, and traffic signal timing at over 2,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, transportation management plans (TMP), and traffic control plans. Jean also has extensive experience in applying traffic engineering, Intelligent Transportation Systems (ITS) technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Relevant Experience

- » **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits, Monterey Park, CA – Project Manager**
- » **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA – Project Manager**
- » **City of Culver City, Signal Upgrade and Left Turn Phasing Project (HSIP Project), Culver City, CA – Project Manager**
- » **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA – Project Manager**
- » **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA – Project Manager**
- » **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA – Project Manager**
- » **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA – Deputy Project Manager**
- » **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes (HSIP Project), Thousand Oaks, CA – Project Manager**
- » **City of San Marino, Los Robles Avenue Traffic Signal Improvement and Interconnect, San Marino, CA – Project Engineer**
- » **City of Glendale, Smart Corridor-San Fernando Road, Glendale, CA – Project Manager**
- » **Los Angeles County, Pomona Valley Advanced Traffic Management and ITS Project, Pomona Valley, CA – Project Manager**
- » **Los Angeles County, Colima Road and Fullerton Road ITS and Street Improvements, Los Angeles County, CA – Project Manager**
- » **Los Angeles County, Nogales Street Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager**
- » **Los Angeles County, Woodruff Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager**
- » **Los Angeles County, Marine Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA – Project Manager**
- » **City of Burbank, Buena Vista Street and Winona Avenue Improvements, Burbank, CA – Project Manager**
- » **City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA – Project Manager**
- » **City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA – Project Director**
- » **City of Long Beach, Long Beach Boulevard Traffic Signal System Projects, Long Beach, CA – Project Manager**

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Kevin Aguigui, P.E., T.E., E.E., CSEP
QC/QA Reviewer

Kevin is a Senior Electrical and Systems Engineer with extensive hands-on experience in ITS, transportation engineering, and electrical systems design. His main focus is in the areas of ITS, transit ITS, security and surveillance systems, communications networks, traffic engineering and design, adaptive control systems and transit signal priority systems. He has planned, designed, implemented, and integrated numerous ITS systems that have included advanced transportation controllers, closed-circuit televisions (CCTVs), variable message sign (VMS), detection systems, security and surveillance systems, real-time transit information systems, wireless networks, local and wide area networks, and electrical distribution systems. He has conducted numerous technology evaluations, prepared several ITS strategic and master plans, and conducted systems integration for many different types of networks and systems. He has implemented and integrated all forms of communications networks including configuration and testing of field elements and network equipment for both wired and wireless systems.

Professional Credentials & Affiliations

- » Bachelor of Science, Civil Engineering, University of Hawaii at Manoa
- » Certificate with Distinction, Telecommunications and Network Engineering, UC Berkeley Extension
- » Professional Engineer in California #48732 (Civil), #19888 (Electrical), #1781 (Traffic)
- » Certified Systems Engineering Professional #00156

Relevant Experience

- » **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits, Monterey Park, CA** – QC/QA Reviewer
- » **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA** – QC/QA Reviewer
- » **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA** – QC/QA Reviewer
- » **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA** – QC/QA Reviewer
- » **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA** – Project Engineer
- » **LA Metro, Expo Metro Line Construction Authority, Design of LRT Phase 2 - Stage B, Los Angeles, CA** – Systems Engineer
- » **City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA** – QC/QA Reviewer
- » **Port of Long Beach, Gerald Desmond Bridge Design-Build (D-B) Project, Long Beach, CA** – Electrical and Systems Engineer
- » **City of Santa Clarita, ITS Phases II - VII Projects, Santa Clarita, CA** – QC/QA Reviewer
- » **City of Stockton, Miner Avenue and Filbert Street Traffic Signal Installation, Stockton, CA** – Principal-in-Charge
- » **City of Stockton, Davis Road and Wagner Heights Road Traffic Signal Installation, Stockton, CA** – Principal-in-Charge/QC/QA Reviewer
- » **City of Walnut Creek, Adaptive Traffic Signal System, Walnut Creek, CA** – Project Manager
- » **City of Dublin, Citywide Traffic Signal Communications Inventory, Dublin, CA** – QC/QA Reviewer
- » **City of Santa Clara, De La Cruz Boulevard, El Camino Real, and Scott Boulevard Traffic Signal Interconnect and Coordination Project, Santa Clara, CA** – Project Manager
- » **City of Santa Clara, Bowers Avenue Traffic Signal Interconnect, Santa Clara, CA** – Project Manager
- » **City of Santa Clara, Benton Street at Pomeroy Avenue Intersection Improvements and Signal Interconnect Project, Santa Clara, CA** – Project Manager

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Jason Melchor, P.E.
Traffic Signal Plans (PS&E)

Jason is a professional engineer with 24 years of experience in traffic engineering and transportation planning. He has worked with clients in Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties on traffic engineering projects such as traffic signal designs, signing and striping, traffic control, and signal interconnect design plans. He has prepared traffic impact studies and performs technical analyses for a variety of transportation planning projects including transit analysis and circulation studies. Jason recently completed signal upgrades for 224 intersections in San Bernardino.

Professional Credentials & Affiliations

- » Bachelor of Science, Civil Engineering, Specialization in Transportation, University of California, Irvine
- » Professional Engineer in California #C65218
- » Institute of Transportation Engineers (ITE), Member
- » Orange County Traffic Engineering Council

Relevant Experience

- » **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits, Monterey Park, CA** – Project Engineer
- » **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA** – Project Engineer
- » **City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA** – Project Engineer
- » **City of Culver City, Signal Upgrade and Left Turn Phasing (HSIP Project), Culver City, CA** – QC/QA Reviewer
- » **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA** – Project Engineer
- » **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA** – Project Engineer
- » **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA** – Project Engineer
- » **City of Orange, Glassell Street Traffic Engineering Services (HSIP Project), Orange, CA** – Project Manager
- » **City of Orange, Glassell Street at Palmyra Avenue Traffic Signal Improvements (HSIP Project), Orange, CA** – Project Manager
- » **City of Pasadena, Pasadena SAFETEA-LU System Manager, Pasadena, CA** – Project Engineer
- » **City of Burbank, Riverside Fiber Optic Improvements, Burbank, CA** – Project Engineer
- » **City of Ontario, City Municipal Fiber-Optic Network, Ontario, CA** – Project Engineer
- » **City of Santa Monica, Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA** – Project Engineer
- » **LA Metro, Expo Metro Line Construction Authority, Design of LRT Phase 2 (Stage B), Los Angeles, CA** – Project Engineer
- » **City of Jurupa Valley, Flashing Yellow Arrow Signal Modifications at 10 Intersections, Jurupa Valley, CA** – Project Manager
- » **City of Jurupa Valley, Pedley Road at Jurupa Road Intersection Improvements, Jurupa Valley, CA** – Project Manager
- » **City of Industry, On-Call Traffic Engineering Services, Industry, CA** – Project Manager
- » **City of Eastvale, Systemic Safety Analysis Report, Eastvale, CA** – Project Engineer
- » **City of Santa Clarita, ITS Phases II through VII Projects, Santa Clarita, CA** – Project Engineer
- » **City of Agoura Hills, On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- » **OCTA, Traffic Signal Synchronization Master Plan, Orange County, CA** – Project Engineer
- » **City of Newport Beach, East Coast Highway Signal Rehabilitation Project, Newport Beach, CA** – Project Manager

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Darryl dePencier,
AICP, GISP, RSP₁, RSP_{2B}
Caltrans LAPM

Darryl has over 15 years of experience assisting on and leading transportation planning and engineering projects. He has developed a number of tools and methods to assess multimodal transportation system performance focused on mobility, safety, equity, sustainability, and health. His experience ranges from establishing transportation policy language to network evaluation at local, regional, and statewide levels. Darryl routinely uses a variety of data sources to inform his analyses including travel demand models; census data; LODES data; vendor products such as Replica, Streetlight and Teralytics; and information collected from stakeholders and the public. He is skilled in GIS and other analytical software systems to create robust and user-friendly products that help decisionmakers and the public make the best use of his plans and studies.

Professional Credentials & Affiliations

- » Master of Urban Spatial Analytics, University of Pennsylvania
- » Bachelor of Arts, Geography, Carleton University
- » American Institute of Certified Planners #59317
- » Geographic Information Systems Professional #26552
- » Road Safety Professional1 #273
- » Road Safety Professional2B #17

Relevant Experience

- » **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits, Monterey Park, CA – Project Planner**
- » **City of Eastvale, Local Roadway Safety Plan, Eastvale, CA – Project Manager**
- » **City of Eastvale, Systemic Safety Analysis Report and HSIP Project Development, Eastvale, CA – Project Manager**
- » **City of Artesia, Local Roadway Safety Plan and HSIP Project Development, Artesia, CA – Project Manager**
- » **City of Anaheim, Local Roadway Safety Plan and HSIP Project Development, Anaheim, CA – Project Planner**
- » **City of Costa Mesa, Local Roadway Safety Plan, Costa Mesa, CA – Project Manager**
- » **City of Santa Clarita, Systemic Safety Analysis Report Project, Santa Clarita, CA – Project Planner**
- » **City of Lancaster Systemic Safety Analysis Report Program, Lancaster, CA – Project Planner**
- » **City of Ventura, Systematic Safety Analysis Report Program and HSIP Project Development, Ventura, CA – Project Planner**
- » **City of Goleta, Traffic Safety Study for the Systemic Safety Analysis Report Program and HSIP Project Development, Goleta, CA – Project Planner**
- » **City of Perris, Local Roadway Safety Plan and HSIP Project Development, Perris, CA – Project Manager**
- » **City of Moreno Valley, RSA/Roadway Safety Signing Audit (RSSA), Moreno Valley, CA – Project Planner**
- » **RCTD, Horizontal Curve Assessment, Riverside County, CA – Project Planner**
- » **County of Imperial, Systematic Safety Analysis Report for Varied Roadways and HSIP Project Development, Imperial County, CA – Project Planner**
- » **Caltrans, Strategic Highway Safety Plan, Statewide, CA – Project Planner**
- » **Caltrans, Safety Performance Measure Targeting, Statewide, CA – Project Planner**
- » **SBCAG, Senate Bill 1 Grant Services, Statewide, CA – Project Planner**
- » **MCAG, Regional Transportation Plan/Sustainable Communities Strategy, Merced, CA – Project Planner**
- » **SCCRTC, Unified Corridor Investment Study, Santa Cruz County, CA – Project Planner**
- » **City of Sunnyvale, Roadway Safety Plan, Sunnyvale, CA – Project Manager**
- » **City of Lincoln, Bicycle Plan Update, Lincoln, CA – Project Planner**
- » **City of Citrus Heights, Local Roadway Safety Plan, Citrus Heights, CA – Project Planner**

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Lissette Montoya

Funding Administration

Professional Credentials & Affiliations

- » Master of Business Administration, California State Polytechnic University, Pomona
- » Bachelor of Science, Business Management, California State Polytechnic University, Pomona

Lissette has more than 20 years of comprehensive experience in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting city governments and contract administration. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the agency. Lissette directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Lissette has assisted various agencies in performing a variety of analyses and studies to identify state and federal funding options, performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs, assisted in the grants solicitation process, planned and coordinated the implementation of awarded grants to ensure that the agency was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, Avant-Garde has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$461.7 million in funding for government agencies.

Relevant Experience

- » **City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits, Monterey Park, CA** – Project/Funding Manager
- » **City of Industry, SR-57/60 Confluence, Industry, CA** – Project/Funding Manager
- » **City of Industry, Local Highway Bridge Program, Industry, CA** – Project/Funding Manager
- » **City of Industry, Lemon Avenue Interchange, Industry, CA** – Project/Funding Manager
- » **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA** – Project/Funding Manager
- » **City of Temple City, Rosemead Boulevard Beautification and Enhancements, Temple City, CA** – Funding Manager
- » **Caltrans Local Assistance Process for various projects and various agencies including: South El Monte, Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, Ventura, and West Covina, CA** – Project/Funding Manager

Design Services for Traffic Signal Improvements at Various Signalized Intersections

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SECTION 4: COMPANY QUALIFICATIONS

Kimley-Horn has experience performing similar signalized intersection work for public agencies throughout Southern California. Below is a matrix that summarizes our team's extensive experience. Following this table, we have selected key projects to showcase Kimley-Horn's successful track record.

PROJECTS

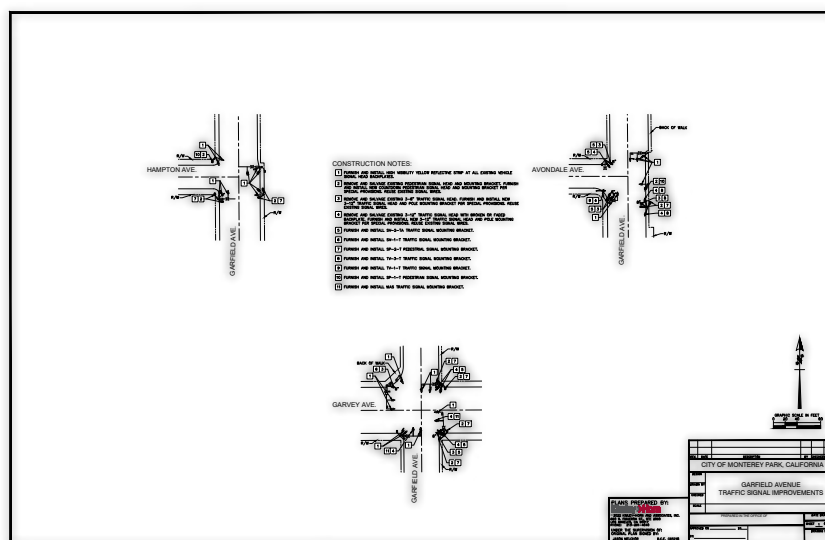
	Project Management	Background Research	Field Check/Data Collection	Utility Coordination	Environmental Analysis	Right-of-Way	Traffic Signal Design – PS&E	Signal Timing	Contractor Coordination	LAPM	Bidding	Construction Support
Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP), Monterey Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Traffic Signal Improvements (HSIP), Palm Springs, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Signal Upgrade and Left Turn Phasing Project (HSIP), Culver City, CA	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP), San Bernardino, CA	✓	✓	✓	✓	✓	✓	✓			✓		
Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP), West Hollywood, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP), Downey, CA	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement Project (HSIP), Santa Clarita, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Caltrans On-Call Electrical Engineering Services, Various, CA	✓	✓	✓	✓			✓					
Glassell Street Traffic Engineering Services (HSIP), Orange, CA	✓	✓	✓	✓			✓		✓		✓	✓
RSA/RSSA, Moreno Valley, CA					✓	✓						
Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA	✓	✓	✓	✓			✓		✓		✓	✓
Final Design Services for Traffic Signal Improvements along Studebaker Road (HSIP), Norwalk, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design Services for Traffic Signal Improvements along Alondra Boulevard (HSIP), Norwalk, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Traffic Signal Synchronization Project, Coachella Valley, CA	✓					✓		✓		✓	✓	✓
Seven Traffic Signals and Flashing Yellow Arrow Signal Modifications Project, Rancho Cucamonga, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Signal Improvements (135 Intersections), Burbank, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
On-Call Traffic and Transportation Services, Corona, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
On-Call Traffic Engineering Services, Agoura Hills, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
Rancho Road Sidewalks and Bike Lanes (HSIP), Thousand Oaks, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Woodruff Avenue Traffic Signal Synchronization Project, Los Angeles County, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Signal System Design Select List (200 traffic signal upgrades), Los Angeles County, CA	✓	✓	✓	✓			✓					
Smart Corridor-San Fernando Road, Glendale, CA	✓	✓	✓	✓			✓				✓	✓
On-Call Traffic Signal Design Services (25 Intersections), Palmdale, CA	✓	✓	✓	✓			✓				✓	✓
On-Call Traffic Engineering Services, Industry, CA	✓	✓	✓	✓			✓				✓	✓
San Fernando Road Improvements, Santa Clarita, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
On-Call Engineering Services, South El Monte, CA	✓	✓	✓	✓			✓	✓	✓		✓	✓
Harbor Scenic Drive and Harbor Plaza Intersection Improvements, Port of Long Beach, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
SSARP for Varied Roadways, Imperial County, CA										✓		
Traffic Signal Design at 75 Locations, Glendale, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Engineering Services On-Call, Chino, CA	✓	✓	✓	✓			✓		✓		✓	✓
As-Needed Traffic Engineering Services, Los Angeles, CA	✓	✓	✓	✓			✓		✓		✓	✓
Traffic Signal Upgrades, Arcadia, CA	✓	✓	✓	✓			✓		✓		✓	✓

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits (HSIP Project), Monterey Park, CA

Kimley-Horn is working with the City of Monterey Park to make safety improvements at nine intersections along Garfield Avenue. The intersections have not been upgraded for more than 20 years and the insufficient visibility of traffic signal equipment required upgrading all 8" vehicle heads to 12" vehicle heads, installing retroreflective borders on the backplates of each vehicle head, and installing countdown pedestrian signal heads. Kimley-Horn also partnered with Avant-Garde to complete the environmental PES and Caltrans coordination for the project.



City of Palm Springs, Traffic Signal Improvements (HSIP Project), Palm Springs, CA

Kimley-Horn is assisting the City of Palm Springs with upgrading traffic signal equipment at nine intersections to improve motorist and pedestrian and bicyclist safety. The City completed a citywide roadway safety analysis and ranked all intersections on collision frequency and severity of collisions. The crash data analysis and field observations indicated that signal hardware upgrades could improve conditions related to injury crashes involving motorists, bicycles, and pedestrians. The nine project intersections were identified based on a high number of unsafe speeding vehicles, traffic signals and signs, and automobile right-of-way related collisions. Kimley-Horn's services include the installation of Advanced Dilemma Zone Detection, implementing a protected left-turn phase, and the upgrade of pedestrian signal heads and push buttons (PPBs). In addition, Kimley-Horn is upgrading the ADA curb ramps to improve pedestrian safety where ADA compliant ramps are currently not present. This project also includes the implementation of new traffic signal timing plans to improve traffic operations and safety throughout the day. The project controllers have Intelight MAXTIME software and are controlled by a MAXVIEW central system. Kimley-Horn is providing civil, traffic, and environmental services which includes environmental PES and California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documents.

City of Culver City, Signal Upgrade and Left Turn Phasing (HSIP Project), Culver City, CA

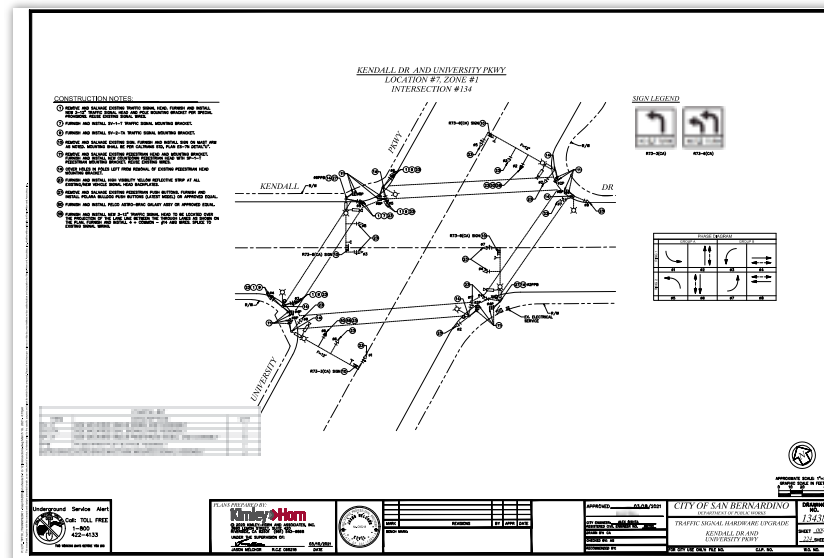
Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the City. Duties include field review and survey, utility research, ADA curb ramp design, and the preparation of construction drawings for traffic signal modification design and the installation of left-turn phasing at the intersections.

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP Project), San Bernardino, CA

Through Caltrans' HSIP Cycle 9 funding, the City of San Bernardino received funding to upgrade various signal hardware for 224 signalized intersections throughout the city. Proposed improvements at the 224 project intersections included upgrades to signal hardware components, including traffic signal heads, push buttons, and pedestrian signal heads. Most of the traffic signal hardware at the study intersections was installed decades ago and required equipment upgrades to bring signal hardware component operations up to date to meet minimum ADA and CA Manual on Uniform Traffic Control Devices (MUTCD) requirements. Kimley-Horn provided PS&E services and assisted the City in updating outdated and damaged traffic signal hardware, installing new hardware where necessary, and improving safety by implementing or replacing traffic signal head components, pedestrian signal heads, and pedestrian push buttons. Kimley-Horn is providing civil, traffic, and environmental services which includes an environmental PES and CEQA/NEPA documents.



City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop (HSIP Project), West Hollywood, CA

The City of West Hollywood developed a Smart City Strategic Plan by implementing cutting edge technology to ultimately improve traffic flow, reduce congestion, and improve safety. The plan identifies several phases for implementation. Kimley-Horn is providing services upgrading the City's existing Twisted Wire Pair (TWP) copper interconnect to fiber-optic, connecting to the existing system to form a loop, and establishing communication hubs and redundant networks.

City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System (HSIP Project), Downey, CA

This project involves the extension of an existing communication system, which will interconnect the traffic signals along Paramount Boulevard in Downey including all other field devices to be installed along this corridor. The existing communications system consists of a fiber-optic network of communication hubs and signalized intersections all communicating using IP over Ethernet. This solution made the City of Downey the first city in Southern California to deploy a fully operational Ethernet communications system. The communications network essentially consists of a ring topology of field hubs and the Traffic Management Center (TMC)—and star topology of signalized intersections. Services performed include the installation of fiber and video detection on Paramount Boulevard from Telegraph Road to Gardendale Street.

City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement (HSIP Project), Santa Clarita, CA

Kimley-Horn prepared construction documents including street improvements, median improvements, traffic signal modification, and signing and striping plans. Kimley-Horn assisted the City in extending the existing turn pocket length and installing a protected left phase at Wiley Canyon Road and Orchard Village Road. Kimley-Horn also assisted in design of a bulb-out and new medians at Newhall Avenue and Railroad Avenue to provide more refuge to pedestrians. Both intersections required modification of the existing landscaping, irrigation, and traffic signal.

Design Services for Traffic Signal Improvements at Various Signalized Intersections

HSIP Cycle 9 Project, HSIPL-5352(020)

SECTION 5: REFERENCES

We have provided six public agency references and invite you to contract these individuals and ask them about their experience working with our team.

	City of Palm Springs Francisco Jaime, Associate Civil Engineer, 760.323.8253 ext. 8750, francisco.jaime@palmspringsca.gov
	City of Culver City Andrew Maximous, Mobility and Traffic Engineering Manager, 310.253.5628, andrew.maximous@culvercity.org <i>"Jean truly provides the combination of a hands-on approach, attention to detail, and client service needed to deliver a successful project. I would highly recommend Kimley-Horn and specifically Jean Fares for future traffic engineering projects."</i> – Andrew Maximous
	City of San Bernardino Azzam Jabsheh, Traffic Engineer, 909.384.7251, jabsheh_az@sbcity.org
	City of West Hollywood John Gilmour, Principal Civil Engineer, 323.848.6383, jgilmour@weho.org
	City of Downey Edwin Norris, Deputy Public Works Director, 562.904.7246, enorris@downeyca.org <i>"Their work has always been completed and provided in the utmost professional manner within budget and schedule. The City of Downey has been very satisfied with Kimley-Horn's responsiveness and would not hesitate to hire this firm again."</i> – Edwin Norris
	City of Santa Clarita Cesar Romo, Traffic Signal Administrator, 661.286.4002, cromo@santa-clarita.com <i>"The City has three to four firms under our On-Call contract. I give Kimley-Horn the majority of the work. I consider Kimley-Horn as an augmentation of my staff."</i> – Cesar Romo

SECTION 6: CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Kimley-Horn has reviewed the sample Contract Services Agreement and requests the following modifications consistent with terms recently negotiated with the City.

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder ~~and that all materials will be both of good quality as well as fit for the purpose intended.~~ For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants maintains that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. [...].

5.2 General Insurance Requirements.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this [...]. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. ~~Except where the Consultant has initiated termination,~~ the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation ~~only for the reasonable value of the work product actually produced hereunder~~ for all services rendered prior to the effective date of the notice of termination. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

SECTION 7: ADDENDA ACKNOWLEDGMENT

The City of South El Monte has not issued an Addenda for this project.



SECTION 8: REQUIRED ATTACHMENTS

We have included the following required forms in this section:

- » Attachment A – Affidavit of Non-Collusion
- » Attachment B – Claims History
- » Attachment E.1 – Exhibit 10-I: Notice to Proposers DBE Information
- » Attachment E.2 – Exhibit 10-O1: Consultant Proposal DBE Commitment
- » Attachment E.3 – Exhibit 10-Q: Disclosure of Lobbying Activities



ATTACHMENT A**AFFIDAVIT OF NON-COLLUSION**

I state that I am Senior Vice President (title) of Kimley-Horn and Associates, Inc. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

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

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

(Authorized Signature)

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

Sworn to and subscribed before me this 10 day of August, 2022.

W. Fraticelli
Notary Public for California

My Commission Expires: March 22, 2023



CLAIMS HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

Kimberly Lynn Wright and Ty Juan Montanez v City of Concord; et al; Superior Court of California, County of Contra Costa; Case No. MSC20-01067; filed 2020; served 2022; traffic accident, wrongful death claimed; pending

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 10.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

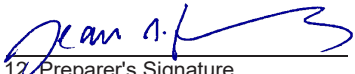
6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of South El Monte 2. Contract DBE Goal: 10%
 3. Project Description: HSIPL-5352(020), Traffic Signal Improvements
 4. Project Location: Various Signalized Intersections Throughout the City of South El Monte
 5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Preliminary Environmental (PES) no technical studies; Right of Way submittal, Caltrans LAPM	36060	Advanced Avant-Garde Corporation 3670 W Temple Ave, Ste. 278 Pomona CA 91768 Tel: 909-979-6586	17.47%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			11. TOTAL CLAIMED DBE PARTICIPATION 17.47% IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Jean Fares 14. Preparer's Name Sr. Vice President 16. Preparer's Title 8/15/2022 13. Date 213.354.9402 15. Phone

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

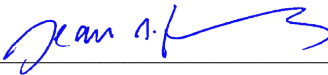
- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award NOT APPLICABLE	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: 		Print Name: <u>Jean B. Fares, P.E.</u>
Title: <u>Senior Vice President</u>		Telephone No.: <u>213.261.4040</u> Date: <u>8.16.2022</u>
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

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Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

NOT APPLICABLE

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Digitally signed by Ana Marie LeNoue Signature: <u>Ana Marie LeNoue</u> Date: 2022.08.04 18:32:23 -07'00' Print Name: <u>Ana Marie LeNoue</u> Title: <u>President/CEO</u> Telephone No.: <u>714-401-9362</u> Date: <u>8/4/2022</u> Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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CONTACT

Jean Fares, P.E.

✉ jean.fares@kimley-horn.com

☎ 213.354.9402

📍 660 South Figueroa Street

Suite 2050

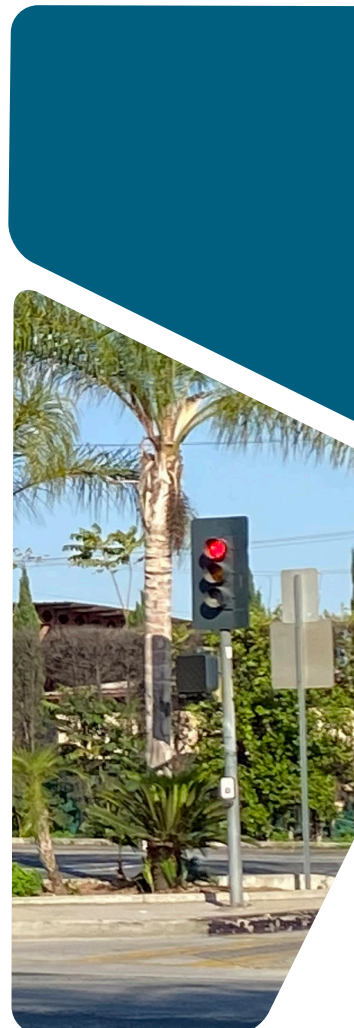
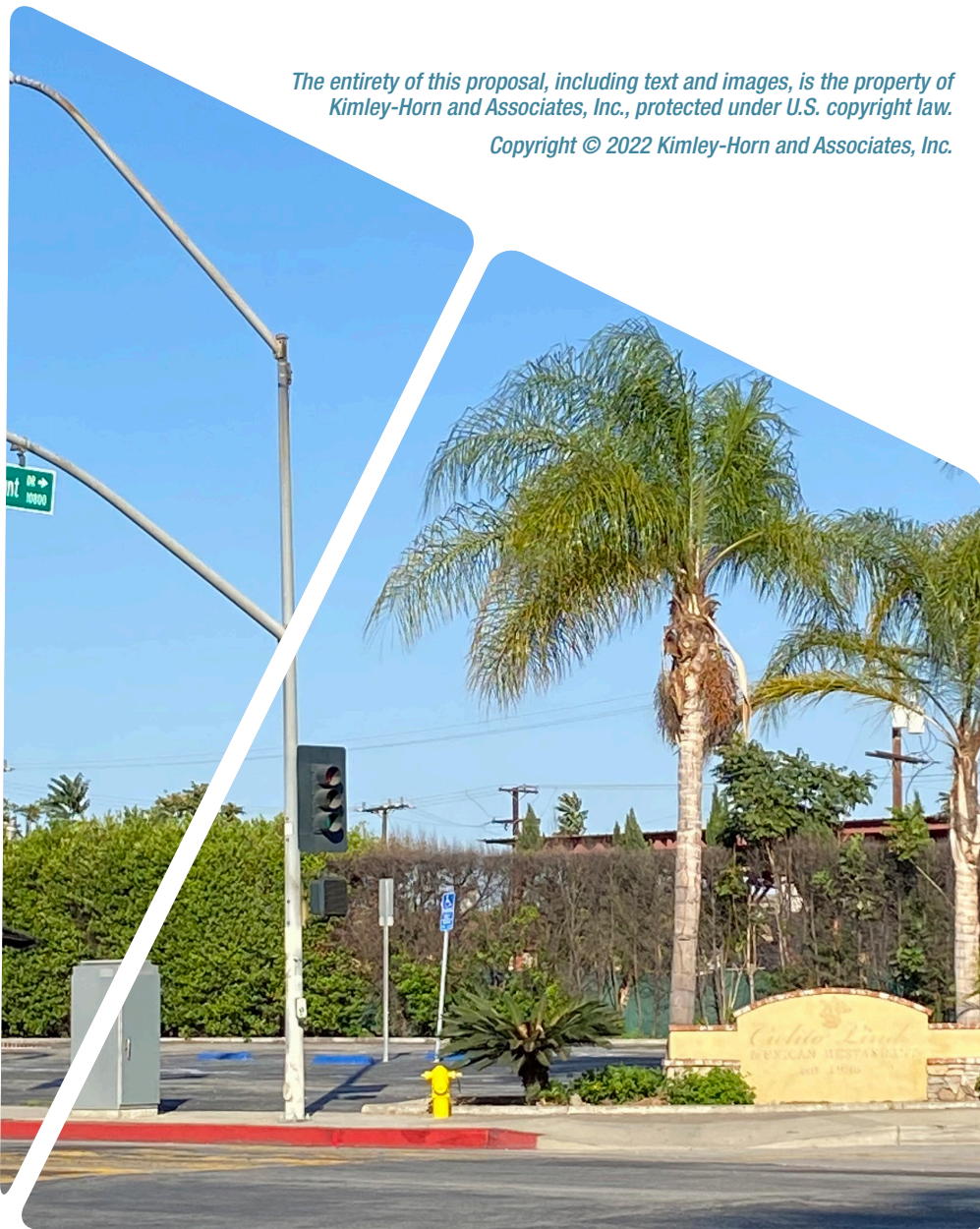
Los Angeles, CA 90017

Kimley»Horn

www.kimley-horn.com

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ATTACHMENT C

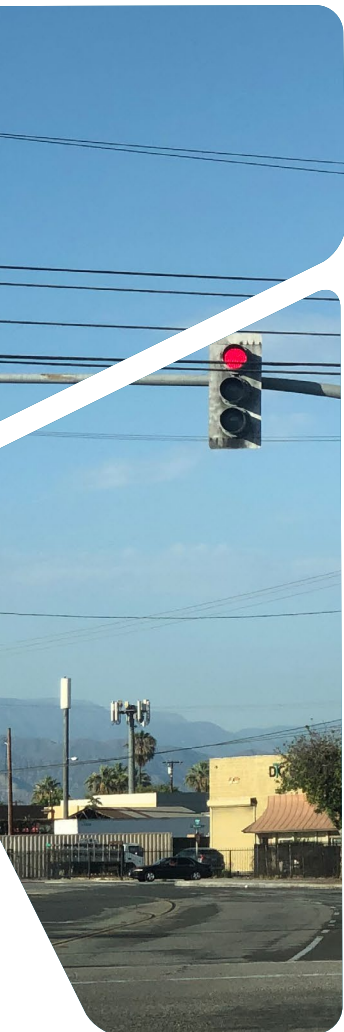
Prepared for:



FEE PROPOSAL to Provide

Design Services for HSIPL-5352(020)

*Traffic Signal Improvements
at Various Signalized
Intersections*



Prepared by:

Kimley»Horn

City of South El Monte
HSIP Cycle 9 Project - Traffic Signal Improvements at Various Signalized Intersections
7/19/2022

		Kimley-Horn and Associates, Inc.											
194.54%	Overhead%	Name	Jean Fares	Kevin Aguigui	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Sr. Project Support	Project Support		
			Project Manager	QC/QA Manager								Total Hours	Total Cost
194.38%	Overhead% w/o FCCM	Category/Title	\$113.38	\$124.04	\$94.40	\$84.50	\$73.09	\$58.93	\$44.85	\$50.39	\$37.10		
10%	Fee%	Direct Rate	\$367.33	\$401.86	\$305.84	\$273.76	\$236.80	\$190.92	\$145.30	\$163.25	\$120.20		
Task 1	Project Management	Billing Rate	17	0	0	0	0	0	14	0	6	37	\$ 8,999.98
1.1	Kick-Off Meeting		2						2		6	10	\$ 1,746.44
1.2	Project Progress Meetings		8						8			16	\$ 4,101.04
1.3	Project Schedule		1						4			5	\$ 948.54
1.4	Project Management		6									6	\$ 2,203.96
Task 2	Preliminary Engineering		2	2	6	0	6	10	52	0	2	80	\$ 14,499.57
2.1	Environmental Documentation						4				2	6	\$ 1,187.57
2.2	Right-of-Way						2					2	\$ 473.59
2.3	Review Base Data Documents								10			10	\$ 1,453.04
2.4	Field Surveys to Assess Existing Conditions							10	10			20	\$ 3,362.24
2.5	Preliminary PS&E		2	2	6				32			42	\$ 8,023.12
Task 3	Plans, Specifications and Estimates		6	4	6	6	0	0	38	0	4	64	\$ 13,291.33
3.1	90% PS&E		4	2	4				20		2	32	\$ 6,642.84
3.2	100% PS&E		2	2	2				18		2	26	\$ 5,005.91
3.3	Caltrans LAPM					6						6	\$ 1,642.57
Task 4	Bidding and Construction Support		6	0	2	0	0	0	28	0	4	40	\$ 7,364.93
4.1	Response to RFI's during Project Advertisement		2						4			6	\$ 1,315.87
4.2	Project Addenda								4		2	6	\$ 821.61
4.3	Pre-Construction Meeting and Job-Site Meetings (assume 5)		2						8			10	\$ 1,897.09
4.4	Response to RFI's regarding PS&E, as needed		2						6		2	10	\$ 1,846.87
4.5	Response & Approvals of Contractor Submittals, as needed				2				6			8	\$ 1,483.50
Task 5	Prepare Record Drawings (As-Built)		0	2	0	0	0	0	10	0	2	14	\$ 2,497.16
5.1	Prepare Record Drawing As-Built			2					10		2	14	\$ 2,497.16
	TOTAL HOURS		31	8	14	6	6	10	142	0	18	235	
	Subtotal Labor:		\$ 11,387.11	\$ 3,214.90	\$ 4,281.69	\$ 1,642.57	\$ 1,420.77	\$ 1,909.20	\$ 20,633.19	\$ -	\$ 2,163.53		\$ 46,652.96
	Other Direct Costs												\$ 9,873.98
	Advanced Avant-Garde												\$ 9,873.98
	TOTAL COST:												\$ 56,526.94

City of South El Monte
HSIP Cycle 9 Project - Traffic Signal Improvements at Various Signalized Intersections
7/19/2022

		Advanced Avant-Garde Corporation				Total Hours	Total Costs
		Lisette Montoya	Nadine El Sankari	Keith LeNoue			
		Program Director	Program Manager	Program Coordinator		Total Hours	Total Costs
120.00%	Overhead %	Direct Rate					
10%	Fee%	Billing Rate					
Task 1	Project Management	0	0	0	0	0	\$ -
1.1	Kick-Off Meeting					0	\$ -
1.2	Project Progress Meetings					0	\$ -
1.3	Project Schedule					0	\$ -
1.4	Project Management					0	\$ -
Task 2	Preliminary Engineering	4	0	44	0	48	\$ 4,574.57
2.1	Environmental Documentation	2		22		24	\$ 2,287.29
2.2	Right-of-Way	2		22		24	\$ 2,287.29
2.3	Review Base Data Documents					0	\$ -
2.4	Field Surveys to Assess Existing Conditions					0	\$ -
2.5	Preliminary PS&E					0	\$ -
Task 3	Plans, Specifications and Estimates	4	20	19	0	43	\$ 5,058.57
3.1	60% PS&E					0	\$ -
3.2	90% PS&E					0	\$ -
3.3	100% PS&E					0	\$ -
3.4	Response to Comments/Comment Matrix					0	\$ -
3.5	Caltrans LAPM	4	20	19		43	\$ 5,058.57
Task 4	Bidding and Construction Support	0	0	0	0	0	\$ -
4.1	Response to RFI's during Project Advertisement					0	\$ -
4.2	Project Addenda					0	\$ -
4.3	Pre-Construction Meeting and Job-Site Meetings (assume 5)					0	\$ -
4.4	Response to RFI's regarding PS&E, as needed					0	\$ -
4.5	Response & Approvals of Contractor Submittals, as needed					0	\$ -
Task 5	Prepare Record Drawings (As-Builts)	0	0	0	0	0	\$ -
5.1	Prepare Record Drawing As-Builts					0	\$ -
	TOTAL HOURS	8	20	63	0	91	
	Subtotal Labor:	\$ 2,334.43	\$ 2,420.00	\$ 4,878.72	\$ -		\$ 9,633.15
	Other Direct Costs						\$ 240.83
	Labor Escalation						\$ 240.83
	TOTAL COST:						\$ 9,873.98

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.

Project No. _____

Contract No. HSIPL-5352(020)Date 8/15/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Jean Fares	31	\$113.38	\$ 3,514.78
QA/QC Manager	Kevin Aguigui	8	\$124.04	\$ 992.32
Sr. Professional II		14	\$94.40	\$ 1,321.60
Sr. Professional I		6	\$84.50	\$ 507.00
Professional II		6	\$73.09	\$ 438.54
Professional I		10	\$58.93	\$ 589.30
Analyst		142	\$44.85	\$ 6,368.70
Sr. Project Support		0	\$50.39	\$ -
ProjectSupport		18	\$37.10	\$ 667.80

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 14,400.04

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 14,400.04**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) FCCM (Rate: 0.16%)

g) FCCM [(c) x (f)] \$ 23.04

h) Overhead (Rate: 194.38%)

i) Overhead [(c) x (h)] \$ 27,990.80

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 28,013.84**FIXED FEE****k) TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%]****\$ 4,239.08****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS**Subconsultant 1: Advanced Avant-Garde

\$ 9,873.98

Subconsultant 2:

\$

Subconsultant 3:

\$

Subconsultant 4:

\$

(m) TOTAL SUBCONSULTANTS' COSTS \$ 9,873.98**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 9,873.98****TOTAL COST [(c) + (j) + (k) + (n)] \$ 56,526.94**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 14,400.04	/ 235	= \$61.28	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation				
Year 1	\$61.28	+	5%	=	\$64.34	Year 2 Avg Hourly Rate
Year 2	\$64.34	+	5%	=	\$67.56	Year 3 Avg Hourly Rate
Year 3	\$67.56	+	5%	=	\$70.94	Year 4 Avg Hourly Rate
Year 4	\$70.94	+	5%	=	\$74.48	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period		
Year 1	100.00%	*	235	=	235 Estimated Hours Year 1
Year 2	0.00%	*	235	=	0 Estimated Hours Year 2
Year 3	0.00%	*	235	=	0 Estimated Hours Year 3
Year 4	0.00%	*	235	=	0 Estimated Hours Year 4
Year 5	0.00%	*	235	=	0 Estimated Hours Year 5
Total	100%		Total	=	235

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period		
Year 1	\$61.28	*	235	=	\$14,400.04 Estimated Hours Year 1
Year 2	\$64.34	*	0	=	\$0.00 Estimated Hours Year 2
Year 3	\$67.56	*	0	=	\$0.00 Estimated Hours Year 3
Year 4	\$70.94	*	0	=	\$0.00 Estimated Hours Year 4
Year 5	\$74.48	*	0	=	\$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$14,400.04
Direct Labor Subtotal before escalation				=	\$14,400.04
Estimated total of Direct Labor Salary				=	\$0.00 Transfer to Page 1

Period 1 = Contract inception through 6/30/23 Period 2 = 7/1/23 through 6/30/24

Period 3 = 7/1/24 through 6/30/25 Period 4 = 7/1/25 through 6/30/26 Period 5 = 7/1/26 through 6/30/27

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

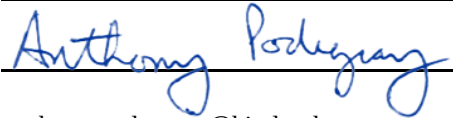
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/15/2022

Email: anthony.podegracz@kimley-horn.com Phone Number: 213.261.4040

Address: 660 Figueroa Street, Suite 2050 Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Traffic Engineering Services

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant Advanced Avant-Garde CorporationProject No. HSIPL-5352(020)

Contract No. _____

Date 3/8/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Director	Lisette Montoya	8	\$120.58	\$ 964.64
Program Manager	Nadine El Sankari	20	\$50.00	\$ 1,000.00
Program Coordinator	Keith LeNoue	63	\$32.00	\$ 2,016.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 3,980.64

b) Anticipated Salary Increases (see Anticipate Salary Increases page for calculations)

\$ 99.52

c) Total Direct Labor Costs [(a) + (b)] \$ 4,080.16

INDIRECT COSTS

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 120.00%)

g) Overhead [(c) x (f)] \$ 4,896.19

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 4,896.19

FIXED FEEk) TOTAL FIXED FEE [(e) + (j)]* fixed fee 10% \$ 897.63**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 9,873.98

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 3,980.64	/	91	=	\$43.74	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.74	+	5%	=	\$45.93	Year 2 Avg Hourly
Year 2	\$45.93	+	5%	=	\$48.23	Year 3 Avg Hourly
Year 3	\$48.23	+	5%	=	\$50.64	Year 4 Avg Hourly Rate
Year 4	\$50.64	+	5%	=	\$53.17	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	91	=	45.5	Estimated Hours Year 1
Year 2	50.00%	*	91	=	45.5	Estimated Hours Year 2
Year 3	0.00%	*	91	=	0	Estimated Hours Year 3
Year 4	0.00%	*	91	=	0	Estimated Hours Year 4
Year 5	0.00%	*	91	=	0	Estimated Hours Year 5
Total	100%		Total	=	91	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$43.74	*	45.5	=	\$1,990.32	Estimated Hours Year 1
Year 2	\$45.93	*	45.5	=	\$2,089.84	Estimated Hours Year 2
Year 3	\$48.23	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.64	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.17	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$4,080.16	
Direct Labor Subtotal before escalation				=	\$3,980.64	
Estimated total of Direct Labor Salary Increase				=	\$99.52	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Lisette Montoya Title*: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 8/15/2022
Email: lmontoya@agi.com.co Phone Number: 323-371-5530
Address: 807 S. Lemon Ave, Diamond Bar, CA 91789

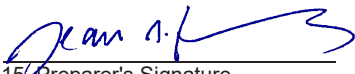
*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Preliminary Environmental (PES) no technical studies; Right of way submittal, Caltrans LAPM

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of South El Monte 2. Contract DBE Goal: 10%
 3. Project Description: HSIPL-5352(020), Traffic Signal Improvements
 4. Project Location: Various Signalized Intersections Throughout the City of South El Monte
 5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: \$9,873.98 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount		
Preliminary Environmental (PES) no technical studies; Right of Way submittal, Caltrans LAPM	36060	Advanced Avant-Garde Corporation 3670 W Temple Ave, Ste. 278 Pomona CA 91768 Tel: 909-979-6586	\$9,873.98		
Local Agency to Complete this Section					
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$9,873.98		
21. Federal-Aid Project Number: _____			17.47%		
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  8/15//2022 15. Preparer's Signature _____ 16. Date _____ Jean Fares 213.354.9402 17. Preparer's Name _____ 18. Phone _____ Sr. Vice President 19. Preparer's Title _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.					
23. Local Agency Representative's Signature _____	24. Date _____				
25. Local Agency Representative's Name _____	26. Phone _____				
27. Local Agency Representative's Title _____					

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 194.38 % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.16 % (if applicable)

Fiscal period * 1/1/2021 to 12/31/2021

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ 209,161,427 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50.
- Years of consultant's experience with 48 CFR Part 31 is 23.
- Audit history of the consultant's current and prior years (if applicable)

☒ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☒ Caltrans ICR Audit
☒ CPA ICR Audit	☒ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Tammy Flanagan

Title**: Chief Financial Officer

Signature: 

Date of Certification (mm/dd/yyyy): 08/15/2022

Email**: tammy.flanagan@kimley-horn.com

Phone Number**: (919) 677-2000

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Advanced Avant-Garde Corporation

Local Agency (if applicable) City of South El Monte

Contract Number / Federal Project Number HSIPL-5352(020)

Contract Total \$ 12,125.63

For Subconsultant Firms – estimated % of work to be performed 10 %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name	Ana Marie LeNoue
Signature (Electronic Signature Allowed)	CEO/President
Title	Ana Marie LeNoue Digitally signed by Ana Marie LeNoue Date: 2022.08.08 18:54:55 -07'00'
Date Completed	August 8, 2022

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Advanced Avant-Garde Corporation

Firm Headquarters Address 807 S. Lemon Ave, Diamond Bar, CA 91789

Accounting Records

- Location where Accounting records are held Firm Headquarters
- Name and Title Lissette Montoya, Vice President/CFO
- Email and Phone lmontoya@agi.com.co (323) 371-5530
- Mailing Address 807 S. Lemon Ave, Diamond Bar, CA 91789

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No X

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes ____ No X

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship ____ Partnership ____ C Corporation ____ S Corporation ____
Other S Corporation

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services ____ Program Management ____
Preliminary Engineering ____ Design Engineering ____
Surveying ____ Feasibility Studies ____
Mapping or Architectural Related Services ____ Other funding admin

3. Does the Firm have prior government contracting experience? Yes X No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes ____ No X Non-Labor Yes ____ No X

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes X No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes X No ____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes X No ____

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes	☐	No	☒	Overtime	Yes	☐	No	☒
Billing	Yes	☐	No	☒	Direct/Indirect Expenses	Yes	☐	No	☒
Timesheet Preparation	Yes	☐	No	☒	Prevailing Wage	Yes	☐	No	☒
Bonus	Yes	☐	No	☒					

9. What types of employee status will the Firm provide for this contract?

Non-exempt ☐ Exempt-salaried ☒ Exempt-hourly ☐ Contract Employee ☐
Other _____

10. Does the Firm pay overtime for exempt employees?

Yes ☐ No ☒

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	☐	Shipping	☐
Computer/CADD	☐	Lab	☐
Printing	☐	Travel	☐
Specialty Equipment (List below)	☐	Other (List below)	☐
_____		_____	

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation N/A - no company vehicles.

Where is the vehicle stored after work? N/A

Does employee use vehicle for personal use? Yes _____ No ☒

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ 0.625 per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name	Ana Marie LeNoue
Signature (Electronic Signature Allowed)	President/CEO
Title	Ana Marie LeNoue Digitally signed by Ana Marie LeNoue Date: 2022.08.08 18:55:19 -07'00'
Date Completed	August 8, 2022

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

CONTACT

Jean Fares, P.E.

✉ jean.fares@kimley-horn.com

☎ 213.354.9402

📍 660 South Figueroa Street

Suite 2050

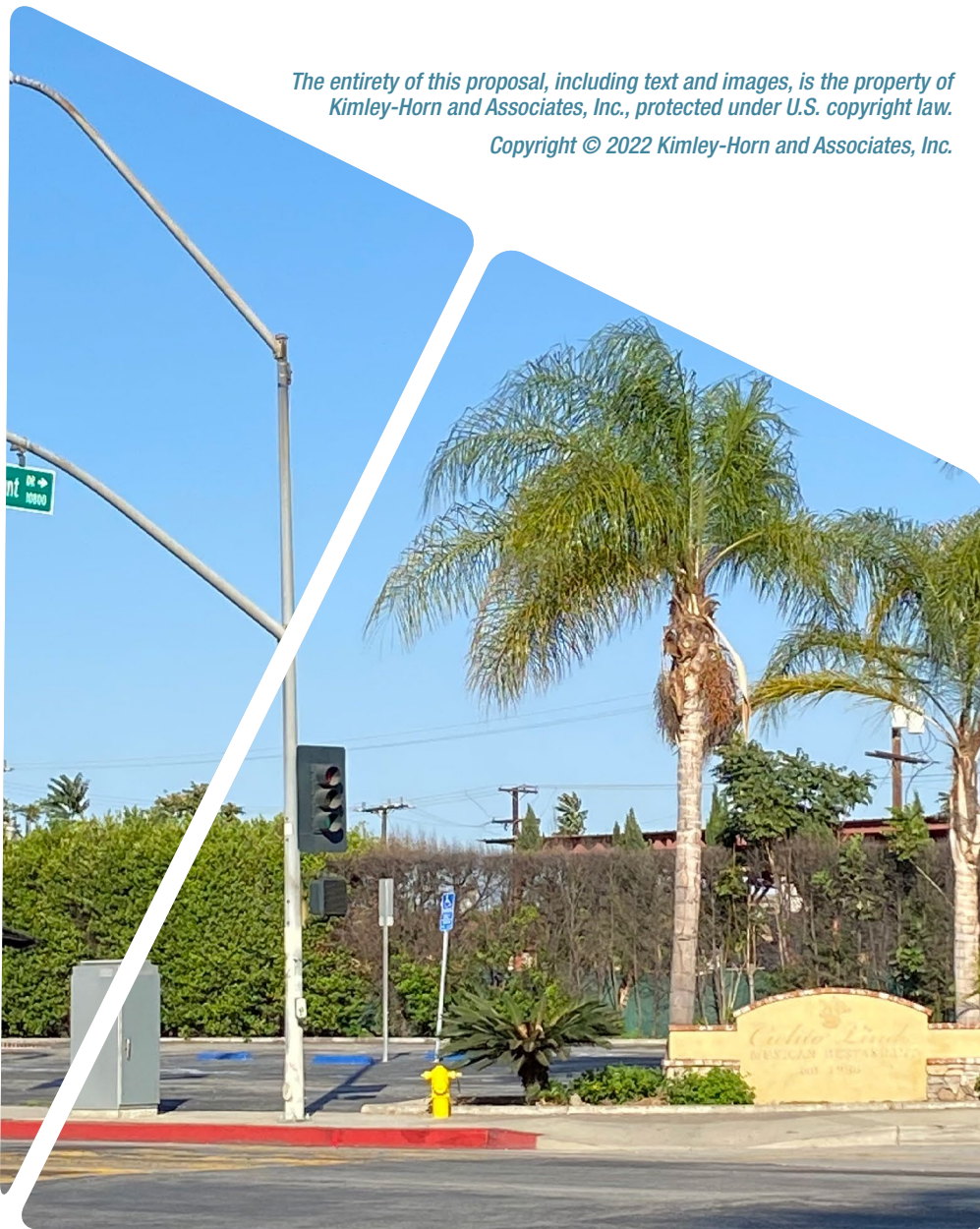
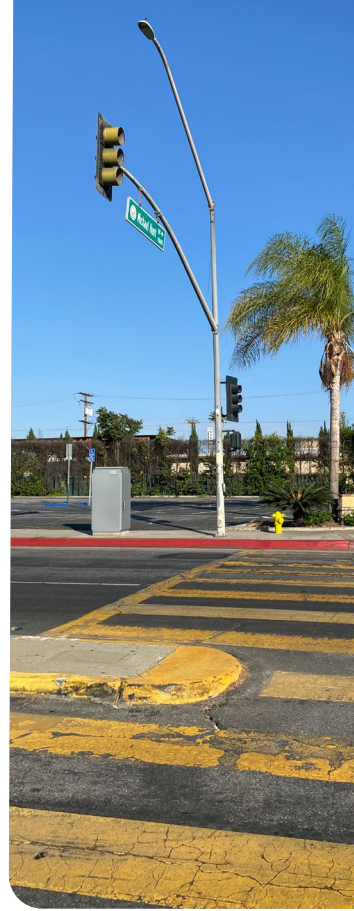
Los Angeles, CA 90017

Kimley»Horn

www.kimley-horn.com

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ATTACHMENT D

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

KIMLEY-HORN AND ASSOCIATES, INC.

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 13th day of September, 2022 by and between the CITY OF SOUTH EL MONTE, a California, a municipal corporation (“City”) and KIMLEY-HORN AND ASSOCIATES, INC. (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Six Thousand Five Hundred Twenty Six Dollars and Ninety Four Cents (\$56,526.94) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jean Fares, PE

Project Manager/Senior Vice President

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent

contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has

not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall

be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the

alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in

violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
TITLE(S)		
☐	PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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TITLE(S)		
☐	PARTNER(S)	TITLE OR TYPE OF DOCUMENT
☐	GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	
☐	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1: Project Management

Project management will consist of project coordination, administration, and attendance at project meetings. Kimley-Horn's administration efforts include the development and maintenance of the project schedule, work plan, and filing system and processing timely invoices/progress reports. We will create and maintain a simplified critical path method schedule, updating it as needed and as requested by the City.

We assume that we will attend a pre-design (kick-off) meeting and bi-weekly progress conference calls with City staff and subsequently the 60%, 90%, and 100% design reviews. Kimley-Horn will coordinate with the City to develop agendas for each meeting. After each meeting, Kimley-Horn will prepare minutes to document decisions and action items and will distribute a digital copy to each meeting attendee. Any additional in-person meetings or conference calls will require a change in scope.

Task 1 Deliverables

- ✓ Attendance at kick-off meeting and bi-weekly progress conference calls
- ✓ Electronic copy of meeting agendas and meeting minutes
- ✓ Schedule updates at each submittal milestone (60%, 90%, 100% Submittals)

Task 2: Preliminary Engineering

Kimley-Horn will be working with **Avant-Garde** to perform a Preliminary Environmental Study (PES) to prepare the Categorical Exclusion documents and coordinate with the City to receive approval.

Kimley-Horn will review existing record data and conduct field investigations at each of the 11 intersections to document existing signal head equipment, existing pedestrian countdown signal heads, and constraints that would affect the design of the proposed project. Kimley-Horn will also obtain right-of-way maps, assessor parcel maps, and easement information within the project limits. Any Temporary Construction Easements (TCEs) will be shown on the plans.

The project scope is not anticipated to impact utilities and will maintain existing signal head locations and equipment. As a result, Kimley-Horn believes that, in the interest of cost-savings for the City, utility coordination efforts will not be required or included for this project.

Kimley-Horn will prepare preliminary plans for traffic signal modifications at the 11 intersections to replace existing signal head backplates with retroreflective backplates and replace existing pedestrian non-countdown signal heads with countdown signal heads. Kimley-Horn will submit preliminary plans that would include four intersections per sheet and would show the removal of existing signal head backplates and the installation of reflective backplates. To reduce costs associated with plan preparation and City review, base mapping with each sheet will be kept to a minimum and will be limited to show only relevant signal equipment; conduit runs, pull boxes, controllers, and other elements unnecessary to the design will be omitted.

A preliminary opinion of probable construction costs will be prepared based on preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage. The preliminary opinion of probable construction costs will be prepared in spreadsheet format using Microsoft Excel.

Kimley-Horn will prepare technical specifications. The base documents that the specifications will be based on is the City of South El Monte Traffic Signal Specifications, the Standard Specifications for Public Works Construction ("Greenbook"), and Caltrans 2018 Standard Specifications. The technical specifications will be prepared using the latest edition of Microsoft Word for Windows.

Plans will be completed in AutoCAD Version 2022 and will be presented with four intersections per plan sheet.

Task 2 Deliverables

- ✓ One set of field notes for all 11 intersections
- ✓ One set of preliminary plans in PDF format
- ✓ Preliminary opinion of probable costs in PDF format
- ✓ Technical specifications in PDF format

Task 3: Plans, Specifications & Estimate (PS&E)

Task 3.1 90% PS&E Package

Based on one set of non-conflicting comments on the 60% preliminary plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments.

Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

We anticipate the following plan sheet counts for the project:

- » Cover sheet (one sheet)
- » Notes, legends, and construction details (one sheet)
- » Signal modification plans (three sheets)

Estimated total sheets: five sheets

We do not anticipate the following sheets to be part of the design at any stage of the project:

- » Signing and striping plans
- » Civil improvements
- » Communication plans
- » Street lighting plans

The engineer's opinion of probable construction costs will be developed based on the preliminary plans. A project contingency will be included in the engineer's opinion of probable costs to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage. The opinion of probable construction costs will be prepared in spreadsheet format using Microsoft Excel.

Kimley-Horn will prepare technical specifications. The base documents that the specifications will be based on is the City of South El Monte Traffic Signal Specifications, the Standard Specifications for Public Works Construction ("Greenbook"), and Caltrans 2018 Standard Specifications. The technical specifications will be prepared using the latest edition of Microsoft Word for Windows.

Task 3.1 Deliverables

- ✓ One set of 90% plans in PDF format
- ✓ Updated technical specifications in PDF format
- ✓ 90% opinion of probable cost in PDF format
- ✓ Comment response matrix in PDF format

Task 3.2 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans, opinion of probable cost, and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the final submittal. The comment response matrix will include the original comments, Kimley-Horn responses to the comments, and final resolution. A licensed professional engineer will conduct a peer review and QC/QA of the design plans, cost estimates, and technical specifications. A licensed professional engineer will stamp and sign all plan sheets for this submittal.

Task 3.2 Deliverables

- ✓ One set of 100% plans with wet signed mylars
- ✓ Updated technical specifications in MS Word
- ✓ 100% opinion of probable cost in Excel
- ✓ Comment response matrix in PDF format

Task 3.3 Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization

Kimley-Horn will be working with Avant-Garde to prepare Caltrans LAPM forms for PSE certification and E-76 Construction Authorization.

Avant-Garde understands federal and state requirements, funding administration, and the complex diversity of Southern California. They are uniquely qualified to perform extensive research to identify and secure grants as an on-call consultant, deliver a variety of grants, deliver reports and documents for projects from inception to conclusion, and administer federal, state, and regional required submittals and reporting.

The Request for Authorization (RFA) will be submitted in advance for right-of-way certification. If there are no right-of-way takes, a Short Form will be submitted. When approved, we will submit with the full RFA package.

Task 3.3 Deliverables

- ✓ Right-of-way certification package
- ✓ RFA to proceed with construction to secure the E-76

Task 4: Bidding and Construction Support

This task consists of coordination and support during the bidding phase of the project. Kimley-Horn will attend the pre-bid meeting and assist City staff and/or potential contractors in answering pre-bid questions, and interpretations of the plans and specifications. Kimley-Horn will provide responses to requests for information (RFI) during the bidding phase and prepare project addenda.

Kimley-Horn will also assist with coordination and support during the construction stages of the project. Kimley-Horn will attend the pre-construction meeting and address items for the construction management team to be aware of. Kimley-Horn will be involved during construction stages by responding to RFIs, reviewing and responding to all submittals, and reviewing any proposed changes by the contractor during construction. We will attend up to five construction progress meetings or field meetings.

Task 4 Deliverables

- ✓ Response to pre-bid questions
- ✓ Response to RFI and questions during bidding phase
- ✓ Attendance of up to five meetings
- ✓ Response to RFI's and submittal reviews

Task 5: Prepare Record Drawings (As-Builts)

Kimley-Horn will prepare record drawing as-builts after construction has been completed. Any comments and changes during construction as red-lined and noted by the contractor will be documented and annotated. Record drawings will be prepared in AutoCAD and PDF electronic files will be sent to the City.

Task 5 Deliverables

- ✓ Record drawings in PDF electronic format

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

Task 1 Deliverables

- ✓ Attendance at kick-off meeting and bi-weekly progress conference calls
- ✓ Electronic copy of meeting agendas and meeting minutes
- ✓ Schedule updates at each submittal milestone (60%, 90%, 100% Submittals)

Task 2 Deliverables

- ✓ One set of field notes for all 11 intersections
- ✓ One set of preliminary plans in PDF format
- ✓ Preliminary opinion of probable costs in PDF format
- ✓ Technical specifications in PDF format

Task 3.1 Deliverables

- ✓ One set of 90% plans in PDF format
- ✓ Updated technical specifications in PDF format
- ✓ 90% opinion of probable cost in PDF format
- ✓ Comment response matrix in PDF format

Task 3.2 Deliverables

- ✓ One set of 100% plans with wet signed mylars
- ✓ Updated technical specifications in MS Word
- ✓ 100% opinion of probable cost in Excel
- ✓ Comment response matrix in PDF format

Task 3.3 Deliverables

- ✓ Right-of-way certification package
- ✓ RFA to proceed with construction to secure the E-76

Task 4 Deliverables

- ✓ Response to pre-bid questions
- ✓ Response to RFI and questions during bidding phase
- ✓ Attendance of up to five meetings
- ✓ Response to RFI's and submittal reviews

Task 5 Deliverables

- ✓ Record drawings in PDF electronic format

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. Monthly status reports

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

Bold = Key Team Members

Subconsultants:

1. Avant-Garde, Inc. (DBE)

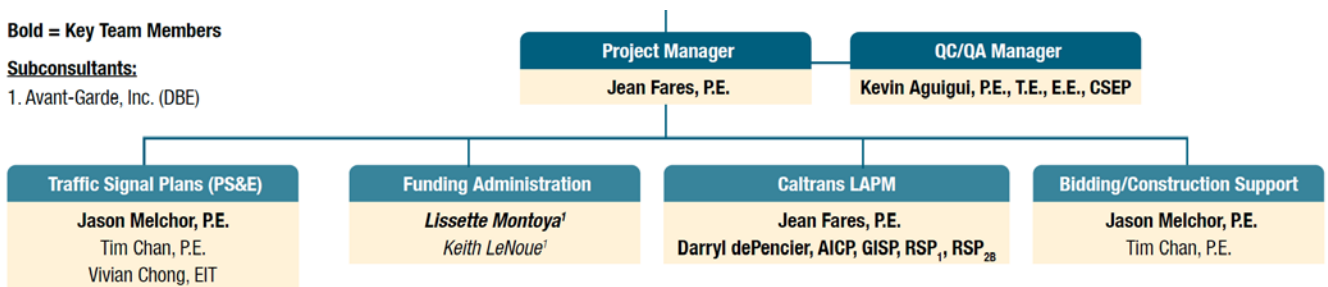


EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, [...]. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder ~~and that all materials will be both of good quality as well as fit for the purpose intended.~~ For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants maintains that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. [...].

5.2 General Insurance Requirements.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this [...]. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. ~~Except where the Consultant has initiated termination,~~ the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation ~~only for the reasonable value of the work product actually produced hereunder~~ for all services rendered prior to the effective date of the notice of termination. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

Kimley-Horn and Associates, Inc.										
Name		Jean Fares	Kevin Aguilera	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Sr. Project Support	Project Support
Category	Title	Project Manager	QC/QA Manager							
194.38% Overhead's w/o FOCM	Direct Rate	\$113.38	\$124.04	\$94.40	\$84.50	\$73.09	\$58.93	\$44.85	\$50.39	\$37.10
	Billing Rate	\$367.33	\$401.85	\$305.84	\$273.76	\$236.80	\$190.92	\$145.30	\$163.25	\$120.20
10% Fee's		17	0	0	0	0	0	14	0	6
Task 1	Project Management									
1.1	Kick-Off Meeting	2								
1.2	Project Progress Meetings	8						8		6
1.3	Project Schedule	1						4		
1.4	Project Management	6								
Task 2	Preliminary Engineering	2	2	6	0	6	10	52	0	2
2.1	Environmental Documentation					4				
2.2	Right-of-Way					2				
2.3	Review Base Data Documents							10		
2.4	Field Surveys to Assess Existing Conditions							10		
2.5	Preliminary PS&E	2	2	6				32		42
Task 3	Plans, Specifications and Estimates	6	4	6	6	0	0	38	0	4
3.1	90% PS&E	4	2	4				20		32
3.2	100% PS&E	2	2	2				18		26
3.3	Caltrans LAPM				6					6
Task 4	Bidding and Construction Support	6	0	2	0	0	0	28	0	4
4.1	Response to RFI's during Project Advertisement	2						4		6
	Project Addenda							4		2
4.3	Pre-Construction Meeting and Job-Site Meetings (assume 5)	2						8		10
4.4	Response to RFI's regarding PS&E as needed	2						6		2
4.5	Response & Approvals of Contractor Submittals, as needed			2				6		8
Task 5	Prepare Record Drawings (As-Builts)	0	2	0	0	0	0	10	0	2
5.1	Prepare Record Drawing As-Builts		2					10		2
TOTAL HOURS		31	8	14	6	6	10	142	0	18
Subtotal Labor:		\$ 11,387.11	\$ 3,214.90	\$ 4,281.69	\$ 1,642.57	\$ 1,420.77	\$ 1,909.20	\$ 20,633.19	\$ -	\$ 2,163.53
Other Direct Costs										
Advanced Avant-Garde										
TOTAL COST:										

City of South El Monte

Advanced Avant-Garde Corporation									
Name		Liesette Montoya	Nadine El Sankari	Keith LeNoue					
Category/Title		Program Director	Program Manager	Program Coordinator					
120.00% Overhead %		\$120.58	\$50.00	\$32.00	\$0.00				
10% Fee%		\$291.80	\$121.00	\$77.44	\$0.00				
Project Management									
Task 1	1.1	Kick-Off Meeting							
	1.2	Project Progress Meetings							
	1.3	Project Schedule							
	1.4	Project Management							
Task 2	Preliminary Engineering		4	0	44	0			
	2.1	Environmental Documentation	2			22			
	2.2	Right-of-Way	2			22			
	2.3	Review Base Data Documents							
	2.4	Field Surveys to Assess Existing Conditions							
	2.5	Preliminary PS&E							
Task 3	Plans, Specifications and Estimates		4	20	19	0			
	3.1	60% PS&E							
	3.2	90% PS&E							
	3.3	100% PS&E							
	3.4	Response to Comments/Comment Matrix							
	3.5	Caltrans LAPM	4	20	19				
Task 4	Bidding and Construction Support		0	0	0	0			
	4.1	Response to RFI's during Project Advertisement							
	4.2	Project Addenda							
	4.3	Pre-Construction Meeting and Job-Site Meetings (assume 5)							
	4.4	Response to RFI's regarding PS&E, as needed							
	4.5	Response & Approvals of Contractor Submittals, as needed							
Task 5	Prepare Record Drawings (As-Builts)		0	0	0	0			
	5.1	Prepare Record Drawing As-Builts							
TOTAL HOURS			8	20	63	0			
Subtotal Labor:			\$ 2,334.43	\$ 2,420.00	\$ 4,878.72	\$ -			
Other Direct Costs									
Labor Escalation									
TOTAL COST:									

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

Not applicable.

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

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

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

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

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

EXHIBIT "C-1"

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. _____ Contract No. HSIPL-5352(020) Date 8/15/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Jean Fares	31	\$113.38	\$ 3,514.78
QA/QC Manager	Kevin Agnigui	8	\$124.04	\$ 992.32
Sr. Professional II		14	\$94.40	\$ 1,321.60
Sr. Professional I		6	\$84.50	\$ 507.00
Professional II		6	\$73.09	\$ 438.54
Professional I		10	\$58.93	\$ 589.30
Analyst		142	\$44.85	\$ 6,368.70
Sr. Project Support		0	\$50.39	\$ -
ProjectSupport		18	\$37.10	\$ 667.80

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 14,400.04
b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation) \$ -
c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 14,400.04**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ -
f) FCCM (Rate: 0.16%) g) FCCM [(c) x (f)] \$ 23.04
h) Overhead (Rate: 194.38%) i) Overhead [(c) x (h)] \$ 27,990.80

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 28,013.84**

FIXED FEE k) **TOTAL FIXED FEE [(c) + (e) + (i) * fixed fee 10%]** **\$ 4,239.08**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** **\$ -**

m) SUBCONSULTANTS' COSTS

Subconsultant 1: Advanced Avant-Garde \$ 9,873.98
Subconsultant 2: _____ \$
Subconsultant 3: _____ \$
Subconsultant 4: _____ \$

(m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 9,873.98**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 9,873.98**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 56,526.94**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 14,400.04 /	235	= \$61.28	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$61.28	+	5%	=	\$64.34 Year 2 Avg Hourly Rate
Year 2	\$64.34	+	5%	=	\$67.56 Year 3 Avg Hourly Rate
Year 3	\$67.56	+	5%	=	\$70.94 Year 4 Avg Hourly Rate
Year 4	\$70.94	+	5%	=	\$74.48 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1	100.00%	*	235	= 235 Estimated Hours Year 1
Year 2	0.00%	*	235	= 0 Estimated Hours Year 2
Year 3	0.00%	*	235	= 0 Estimated Hours Year 3
Year 4	0.00%	*	235	= 0 Estimated Hours Year 4
Year 5	0.00%	*	235	= 0 Estimated Hours Year 5
Total	100%		Total	= 235

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1	\$61.28	*	235	= \$14,400.04 Estimated Hours Year 1
Year 2	\$64.34	*	0	= \$0.00 Estimated Hours Year 2
Year 3	\$67.56	*	0	= \$0.00 Estimated Hours Year 3
Year 4	\$70.94	*	0	= \$0.00 Estimated Hours Year 4
Year 5	\$74.48	*	0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			=	\$14,400.04
Direct Labor Subtotal before escalation			=	\$14,400.04
Estimated total of Direct Labor Salary			=	\$0.00 Transfer to Page 1

Period 1 = Contract inception through 6/30/23 Period 2 = 7/1/23 through 6/30/24

Period 3 = 7/1/24 through 6/30/25 Period 4 = 7/1/25 through 6/30/26 Period 5 = 7/1/26 through 6/30/27

Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Advanced Avant-Garde CorporationProject No. HSIPL-5352(020)

Contract No. _____

Date 8/8/2022**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Director	Lisette Montoya	8	\$120.58	\$ 964.64
Program Manager	Nadine El Sankari	20	\$50.00	\$ 1,000.00
Program Coordinator	Keith LeNeue	63	\$32.00	\$ 2,016.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 3,980.64

b) Anticipated Salary Increases (see Anticipate Salary Increases page for calculations)

\$ 99.52

c) Total Direct Labor Costs [(a) + (b)] \$ 4,080.16

INDIRECT COSTS

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 120.00%)

g) Overhead [(c) x (f)] \$ 4,896.19

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 4,896.19

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10% \$ 897.63

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$
(m) TOTAL SUBCONSULTANTS' COSTS	\$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 9,873.98

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 3,980.64	/	91	=	\$43.74	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.74	+	5%	=	\$45.93	Year 2 Avg Hourly
Year 2	\$45.93	+	5%	=	\$48.23	Year 3 Avg Hourly
Year 3	\$48.23	+	5%	=	\$50.64	Year 4 Avg Hourly Rate
Year 4	\$50.64	+	5%	=	\$53.17	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	91	=	45.5	Estimated Hours Year 1
Year 2	50.00%	*	91	=	45.5	Estimated Hours Year 2
Year 3	0.00%	*	91	=	0	Estimated Hours Year 3
Year 4	0.00%	*	91	=	0	Estimated Hours Year 4
Year 5	0.00%	*	91	=	0	Estimated Hours Year 5
Total	100%		Total	=	91	

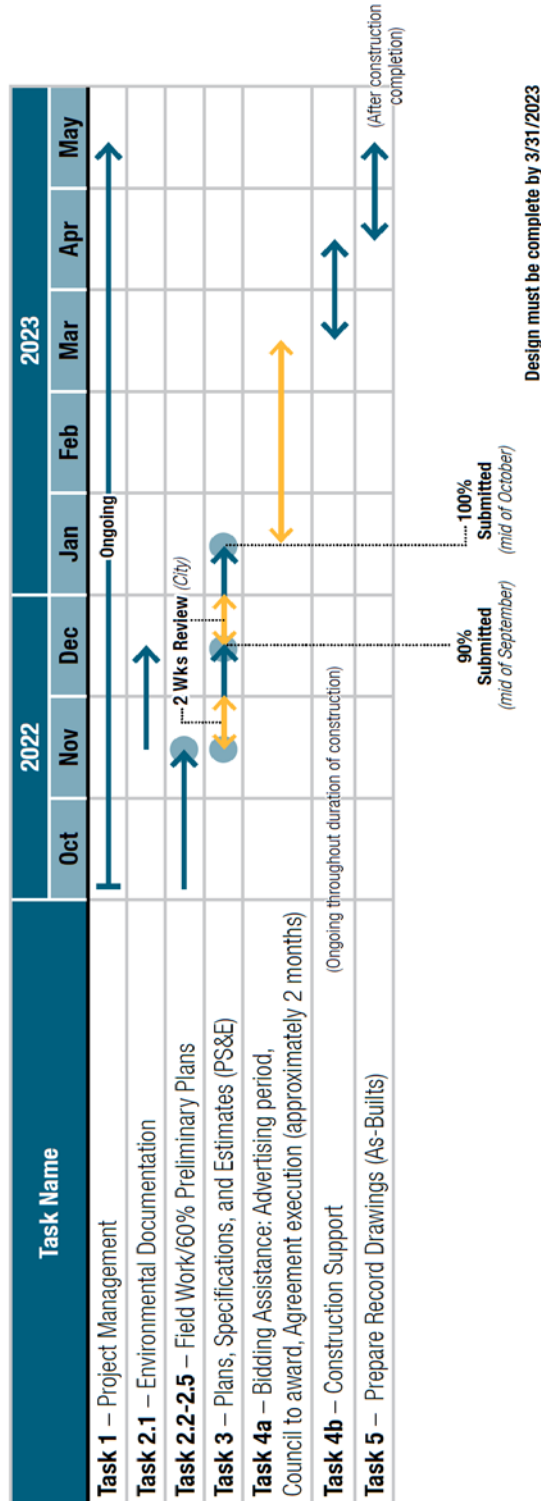
4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$43.74	*	45.5	=	\$1,990.32	Estimated Hours Year 1
Year 2	\$45.93	*	45.5	=	\$2,089.84	Estimated Hours Year 2
Year 3	\$48.23	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.64	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.17	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$4,080.16	
Direct Labor Subtotal before escalation				=	\$3,980.64	
Estimated total of Direct Labor Salary Increase				=	\$99.52	Transfer to Page 1

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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



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

- A. Task 1 Deliverables as per Exhibit A, Subsection II, by May 31, 2023
- B. Task 2.1 (Environmental Documentation) Deliverables as per Exhibit A, Subsection II, by December 31, 2022
- C. Task 2.2 through 2.5 (Field Work/60%Preliminary Plans) Deliverables as per Exhibit A, Subsection II, by November 30, 2022
- D. Task 3 Deliverables as per Exhibit A, Subsection II, by January 31, 2023
- E. Task 4a (Bidding Assistance and Advertising period) Deliverables as per Exhibit A, Subsection II, by March 31, 2023
- F. Task 4b (Construction Support) Deliverables as per Exhibit A, Subsection II, by April 30, 2023
- G. Task 5 Deliverables as per Exhibit A, Subsection II, by May 31, 2023

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



City Council Agenda Report

Agenda Item No. 12.a.

DATE: September 13, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Mayor Gloria Olmos

1. Sponsorship for Epiphany Catholic Church 2nd Annual Car and Bike Show.
2. Sponsorship for South El Monte High School Robotics Club.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None