

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



Rene Salas, Interim City
Manager/Executive Director
Donna G. Schwartz, City
Clerk/Secretary
Anthony R. Taylor, City
Attorney/General Counsel

CITY OF SOUTH EL MONTE

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

AGENDA

September 27, 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

Councilmember Richard Angel

3. INVOCATION

Jayson Perez, Recreation Coordinator, City of South El Monte

4. PRESENTATIONS

4.a. Certificates of Recognition Presented to Epiphany School for Their Participation in the Harvard Latino Leadership Academy

4.b. Certificates of Recognition Presented to Monte Vista School for Their Participation in the Harvard Latino Leadership Academy

4.c. Certificates of Recognition Presented to Shively School for Their Participation in the Harvard Latino Leadership Academy

4.d. Certificates of Recognition Presented to South El Monte High School for Their Participation in the Harvard Latino Leadership Academy

4.e. Presentation by Vasquez and Company LLC, External Auditors, Reporting on FY2021 Audit Results and FY2022 Audit Scope of Work

4.f. Sheriff's Department Report for the Month of July and August

4.g. Code Enforcement and Public Safety Department Report for the Month of July and August 2022

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 SPECIAL CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 6, 2022 AND REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022

Staff is requesting approval of Minutes for the September 6, 2022 Special City Council Meeting and September 13, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Special City Council Meeting of September 6, 2022 and Regular City Council Meeting of September 13, 2022.

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-79, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 14, 2022, THROUGH SEPTEMBER 27, 2022

Authorizing payment of City expenditures for the period of September 14, 2022 through September 27, 2022 totaling \$949,764.29.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-79, authorizing payment of City expenditures.

7.c. BIENNIAL REVIEW OF CONFLICT OF INTEREST CODE

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interest they must disclose on their Statement of Economic Interests (Form 700).

RECOMMENDED ACTION: Staff recommends City Council proceed with the biennial review of the City's Conflict of Interest Code and direct the City Clerk, City Attorney, and HR/Risk Manager to coordinate the review of the current code for required amendments.

7.d. CONSIDERATION AND AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSAL (RFP) FOR BUILDING INSPECTOR SERVICES

Staff seeks City Council approval of an RFP for Building Inspector Services.

RECOMMENDED ACTION: Staff recommends City Council authorize the solicitation of proposals for Building Inspector Services for the City and direct staff to issue an RFP.

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-80, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY (NHSLA) TO ADMINISTER AND IMPLEMENT THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM

Staff recommends City Council approve the award of a Professional Services Agreement (PSA) to Neighborhood Housing Services of Los Angeles County as the responsive, responsible bidder to administer and implement the CalHome Owner-Occupied Home Repair Program.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-80, awarding a professional services agreement to Neighborhood Housing Services of Los Angeles County to administer and implement the CalHome Home Repair Program for the amount not-to-exceed (NTE) 20% of the grant amount or \$200,000.00.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS - None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

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

11. CORRESPONDENCE

11.a. LETTER FROM THE EL MONTE/ SOUTH EL MONTE CHAMBER OF COMMERCE REQUESTING A FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER AMPHITHEATER TO HOST AN INFORMATIONAL CANDIDATE FORUM

The El Monte / South El Monte Chamber of Commerce (Chamber) is requesting a fee waiver for the use of the South El Monte Community Center Amphitheater on Thursday, October 13, 2022 from 3:00 p.m. to 9:30 p.m. to host an Informational Candidate Forum.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the reservation fee waiver requested by the Chamber in the amount of \$1,749.00. This amount includes the facility rental fee of \$325.00 and the remaining associated fees for the reservation, including staff time, cleaning, and damage deposits in the amount of \$1,424.00.

Councilmember's Agenda next page.

12. COUNCILMEMBERS' AGENDA

12.a. Mayor Pro Tem Manuel Acosta

1. Consideration to Extend Senior Water Aerobics Program Through the End of October

13. CLOSED SESSION

13.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 – [One case]

Rambod Sotoodeh; Stella Sotoodeh; 8 Swett, Inc. v. City of South El Monte
Case No. 2:22-cv-04361

14. RECESS COUNCIL MEETING

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

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

Successor Agency Meeting next page.

SUCCESSOR AGENCY MEETING

16. CALL TO ORDER AND ROLL CALL

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

17. APPROVAL OF AGENDA

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

18. PUBLIC COMMENTS

Speakers may provide public comments on any matter within the subject matter jurisdiction of the Board, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Board objects, the Chair may provide speakers more or less time to speak. All comments or queries shall be addressed to the Board as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the Board shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

19. CONSENT CALENDAR

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

19.a. CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR JULY 26, 2022

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

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

20. EXECUTIVE DIRECTOR'S AGENDA - None

21. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

22. RECONVENE AND ADJOURN COUNCIL MEETING

Tuesday, October 11, 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 22nd 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. 4.a.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to Epiphany School for Their Participation in the Harvard Latino Leadership Academy

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.b.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to Monte Vista School for Their Participation in the Harvard Latino Leadership Academy

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.c.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to Shively School for Their Participation in the Harvard Latino Leadership Academy

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.d.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: Certificates of Recognition Presented to South El Monte High School for Their Participation in the Harvard Latino Leadership Academy

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 4.e.

DATE: September 27, 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: Presentation by Vasquez and Company LLC, External Auditors,
Reporting on Fiscal Year 2021 Audit Results and Fiscal Year
2022 Audit Scope of Work

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. City of South El Monte External Auditor's Presentation 09 27 2022



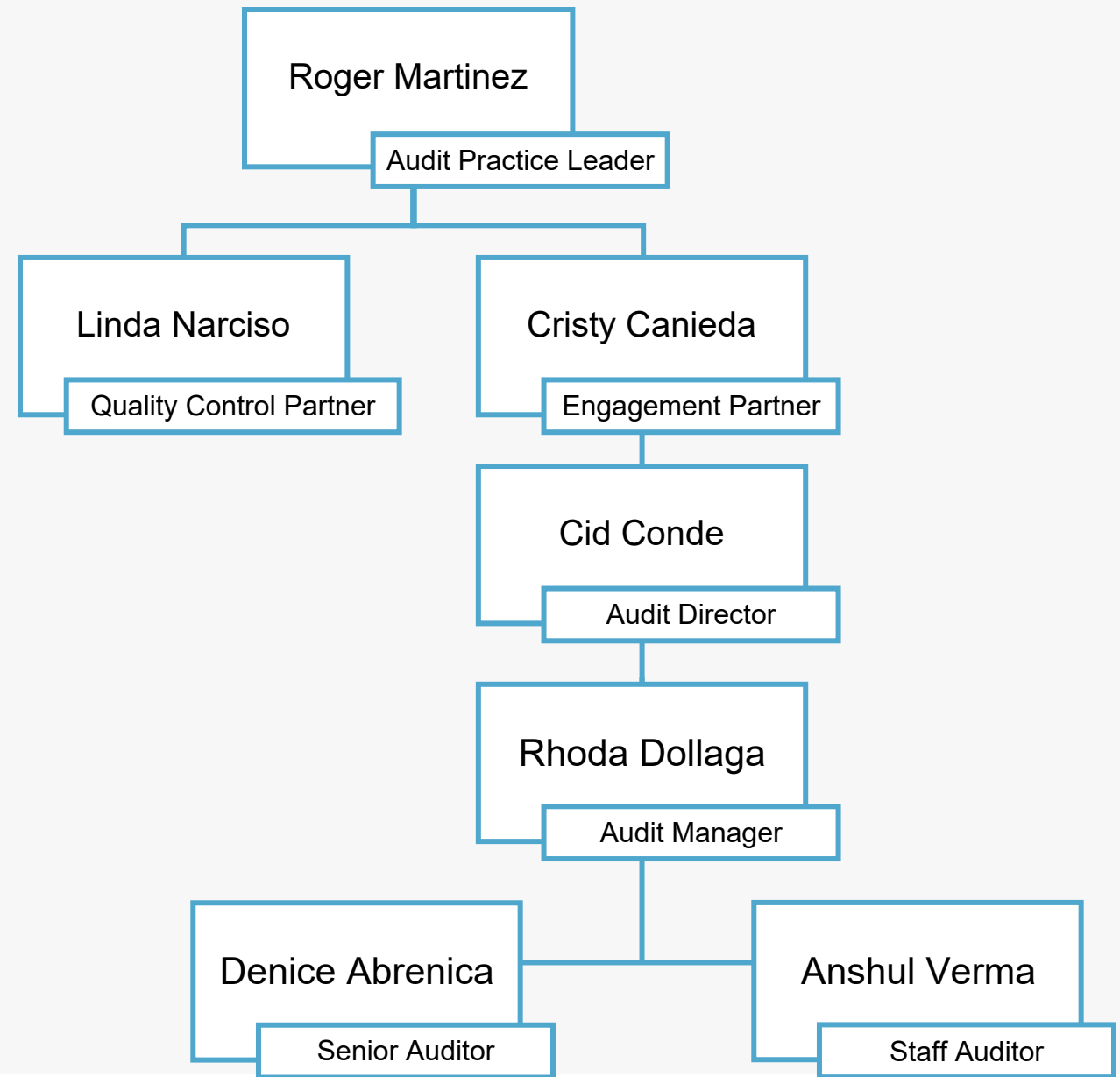
PRESENTATION TO THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE

September 27, 2022

/ AGENDA

The Audit Team.....	2
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/ THE AUDIT TEAM



/ SCOPE OF SERVICES

1

The Financial Statement Audit

- City's basic financial statements

2

City's Annual Comprehensive Financial Report (ACFR)

3

The Single Audit

- Audit of Major Federal Grant Programs in accordance with the Uniform Guidance

4

Year-Round **Consultation** on Financial and Accounting Matters

Vasquez & Company LLP meets the independence requirements of the *Government Auditing Standards* as it relates to the City

/ INDEPENDENCE

- There are no relationships between any of our representatives and the City that in our professional judgment may reasonably be thought to bear on independence.
- Vasquez & Company LLP meets the independence requirements of the *Government Auditing Standards* as it relates to City.

SUMMARY OF AUDIT RESULTS

/ FINANCIAL STATEMENTS AUDIT



Unmodified Opinion on Financial Statements

The financial statements fairly present, in all material respects, the City's financial position and changes in net position

The supplemental combining financial statements and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Internal Control over Financial Reporting

The City's internal control over financial reporting as a basis for designing audit procedures are appropriate for the purpose of expressing our opinion on the financial statements, but not on the effectiveness of the City's internal control.

Significant deficiencies were noted in internal control over financial reporting. The City has been proactive in correcting the significant deficiencies.

/ SINGLE AUDIT

1 Major Programs

- ALN 20.205

2 Coverage

- Highway Planning and Construction (\$524K million)

3 Classification

- The City continues to be classified as a “Low Risk Auditee” based on the Federally-prescribed criteria.

4 Results

- No Federal Award findings were noted

/ SIGNIFICANT DEFICIENCIES

The City has already implemented processes and addressed the following internal control findings:



1. Segregation of Incompatible Duties

- Separate functions and access related to online banking system, bank reconciliations, and journal entries.

2. Unreconciled Beginning Fund Balances

- Record all audit adjustments timely and perform procedures to agree book balances with the audited balances.

3. Revenue Recognition in the Proper Accounting Period

- Review and implement the City's revenue recognition policy.

/ **SIGNIFICANT DEFICIENCIES,** CONTINUED



4. Capital Assets Policy

- Develop and adopt capital asset policies and procedures.

5. Valuation of Receivables

- Develop and adopt policies on the proper valuation of receivables including communication with other departments.

6. Interfund Advances

- Develop and adopt interfund activities policy that includes repayment methods.

/ AUDIT RECOMMENDATIONS



- Communicated in a separate letter to Management
- Sent to the City Council as part of the Required Communication Letter

REQUIRED COMMUNICATIONS

/ REQUIRED COMMUNICATIONS



Management's Responsibility	Management has primary responsibility for the accounting principles used, their consistency, application and clarity.
Consultations with Other Accountants	We are not aware of any consultations by management with other accountants about accounting or auditing matters.
Difficulties with Management	We did not encounter any difficulties with management while performing our audit procedures.
Disagreements with Management	We encountered no disagreements with management on financial accounting and reporting matters.
Significant Accounting Policies	The City's significant accounting policies are appropriate, and were consistently applied.
Controversial Issues	No significant or unusual transactions or accounting policies in controversial or emerging areas for which there is lack of authoritative guidance or consensus were identified.

/ REQUIRED COMMUNICATIONS, CONTINUED



Audit Adjustments

Management agreed to record adjustments that Vasquez proposed during the audit. We identified one uncorrected misstatement that management has concluded is not, individually or in the aggregate, material to the financial statements. We agree with management's conclusion in that regard.

Conditions of Retention

No significant issues were discussed, or subject to correspondence, with management prior to retention.

Irregularities, Fraud or Illegal Acts

No irregularities, fraud or illegal acts came to our attention as a result of our audit procedures.

Management Representations

The City provides us with a signed copy of the management representation letter prior to issuance of our auditor's opinion.

/ FISCAL YEAR 2022 AUDIT TIMELINE



Audit fieldwork to start in September 2022
with target completion by December 2022

Description	Scheduled Date (Week of)
Entrance meeting	09/19/2022
Start of fieldwork	09/19/2022
End of fieldwork - FS	10/31/2022
Final ACFR	12/19/2022
City Council Presentation	TBD
Single Audit Fieldwork	TBD

The City Plans to submit the FY 2022 ACFR to GFOA for the Certificate of Excellence in Financial Reporting

QUESTIONS

/ Contact Information

Vasquez + Company LLP has over 50 years of experience in performing audit, accounting, and consulting services for all types of private companies, nonprofit organizations, governmental entities, and publicly traded companies. Vasquez is a member of the RSM US Alliance.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms.

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**Thank you for your time
and attention.**



City Council Agenda Report

Agenda Item No. 4.f.

DATE: September 27, 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: Sheriff's Department Report for the Month of July and August

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. July Crime Statistics
- B. August Crime Statistics

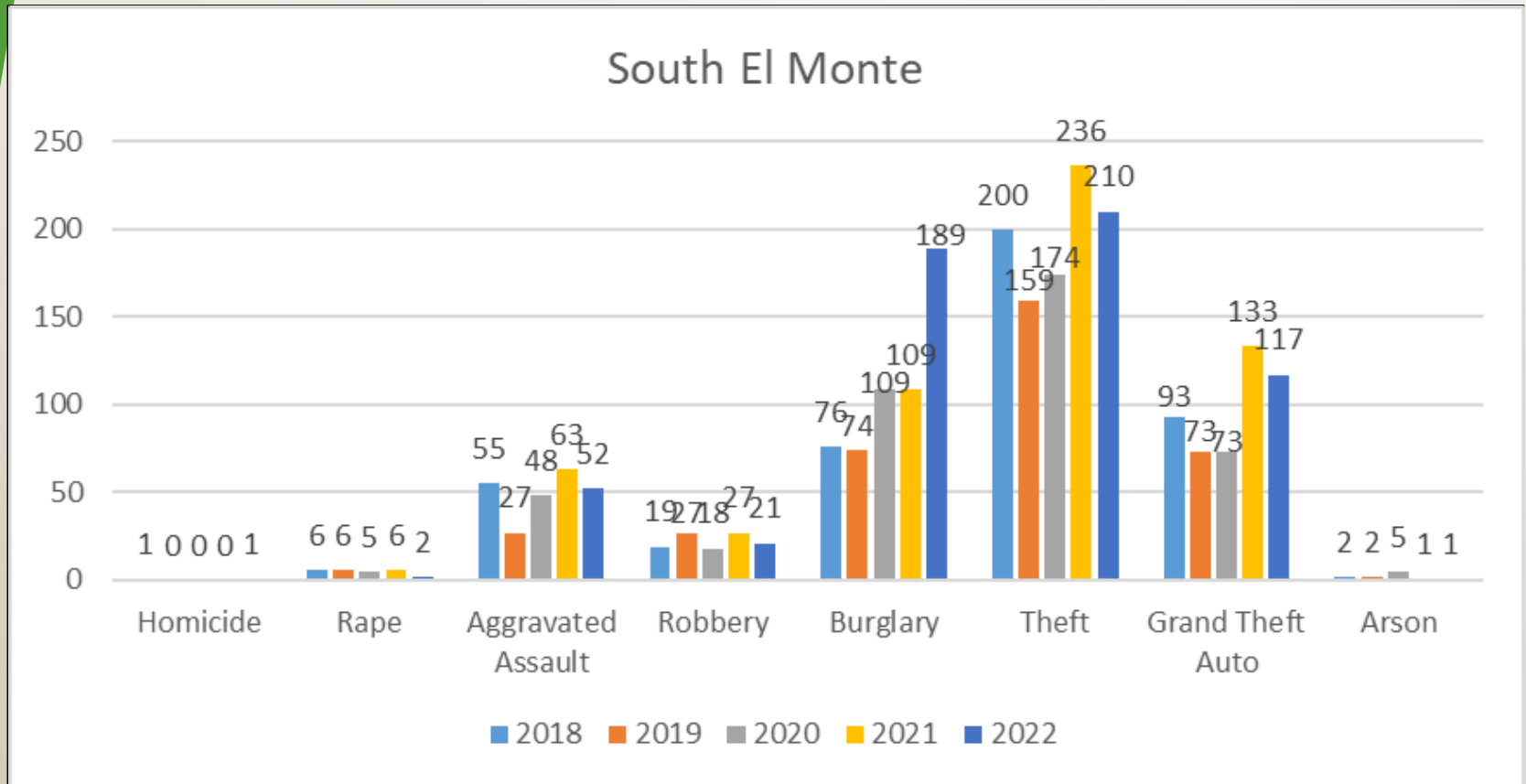
South El Monte July 2022

Crime Statistics



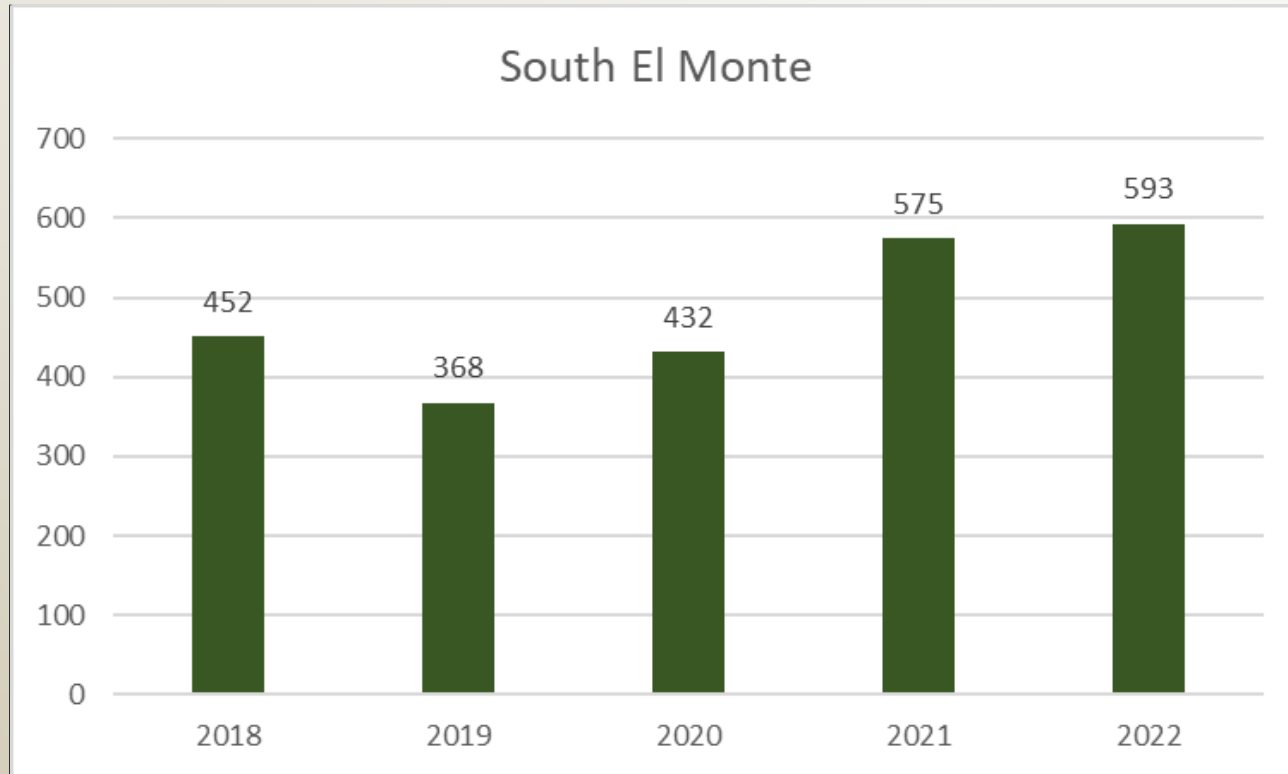
South El Monte

Part I Crime Statistics – July 2022



South El Monte

Part I Crime Statistics – July 2022



South El Monte

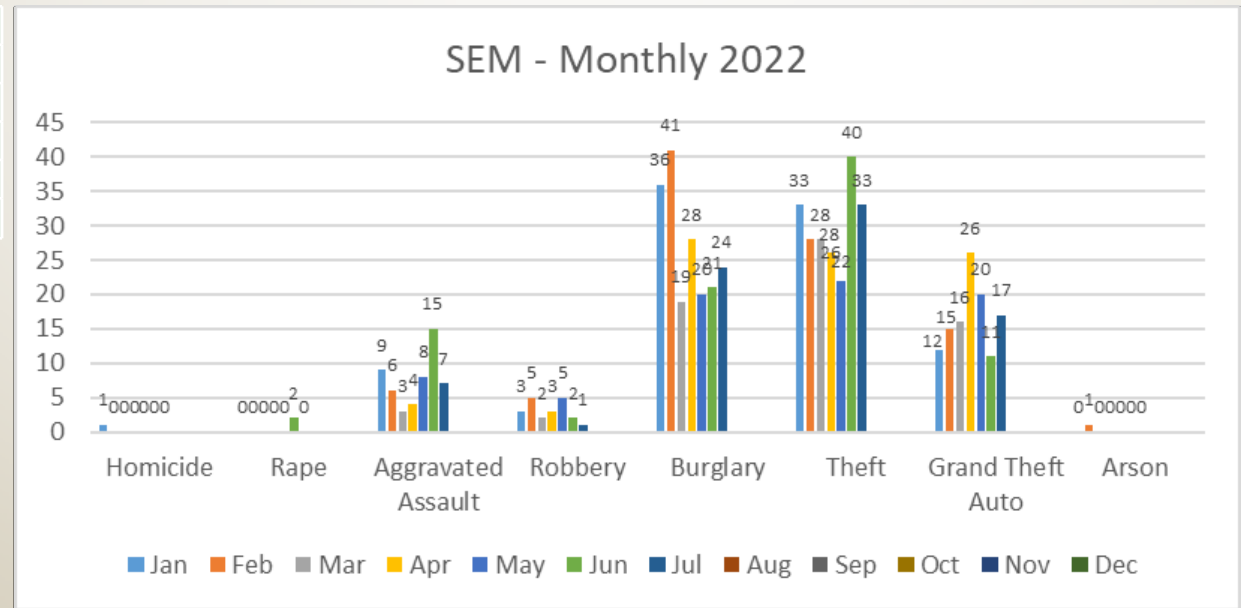
Part I Crime Statistics – Monthly Breakdown 2022 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	1	0	0	0	0	0	0						1
Rape	0	0	0	0	0	2	0						2
Aggravated Assault	9	6	3	4	8	15	7						52
Robbery	3	5	2	3	5	2	1						21
Burglary	36	41	19	28	20	21	24						189
Theft	33	28	28	26	22	40	33						210
Grand Theft Auto	12	15	16	26	20	11	17						117
Arson	0	1	0	0	0	0	0						1
Total	94	96	68	87	75	91	82	0	0	0	0	0	593

South El Monte	
Res Burg	9
Other Burg	180
Petty Theft	48
Grand Theft	80
Theft from Vehicle	82

YTD 7/31

SEM	2021	2022
Arrests	966	753



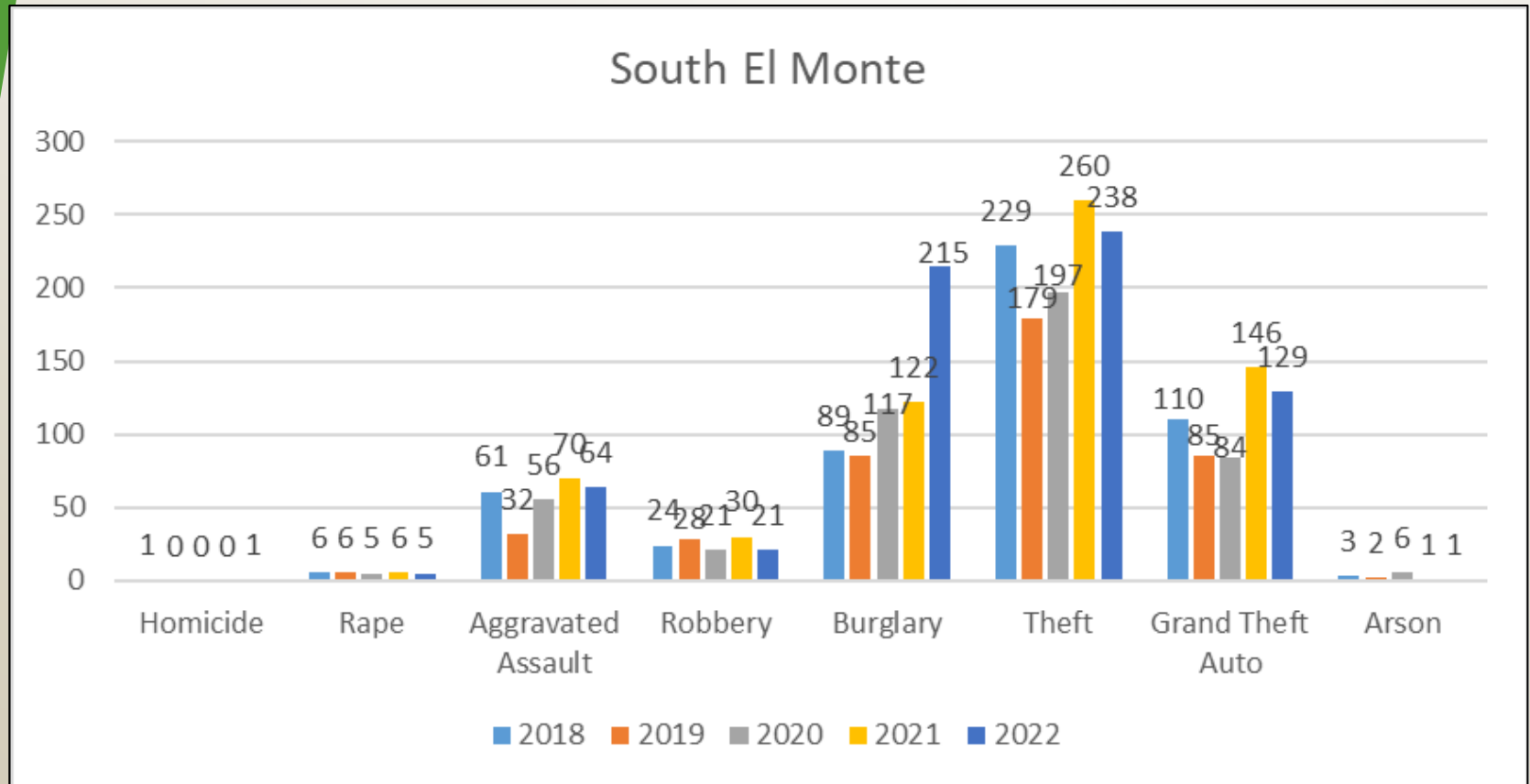
South El Monte August 2022

Crime Statistics



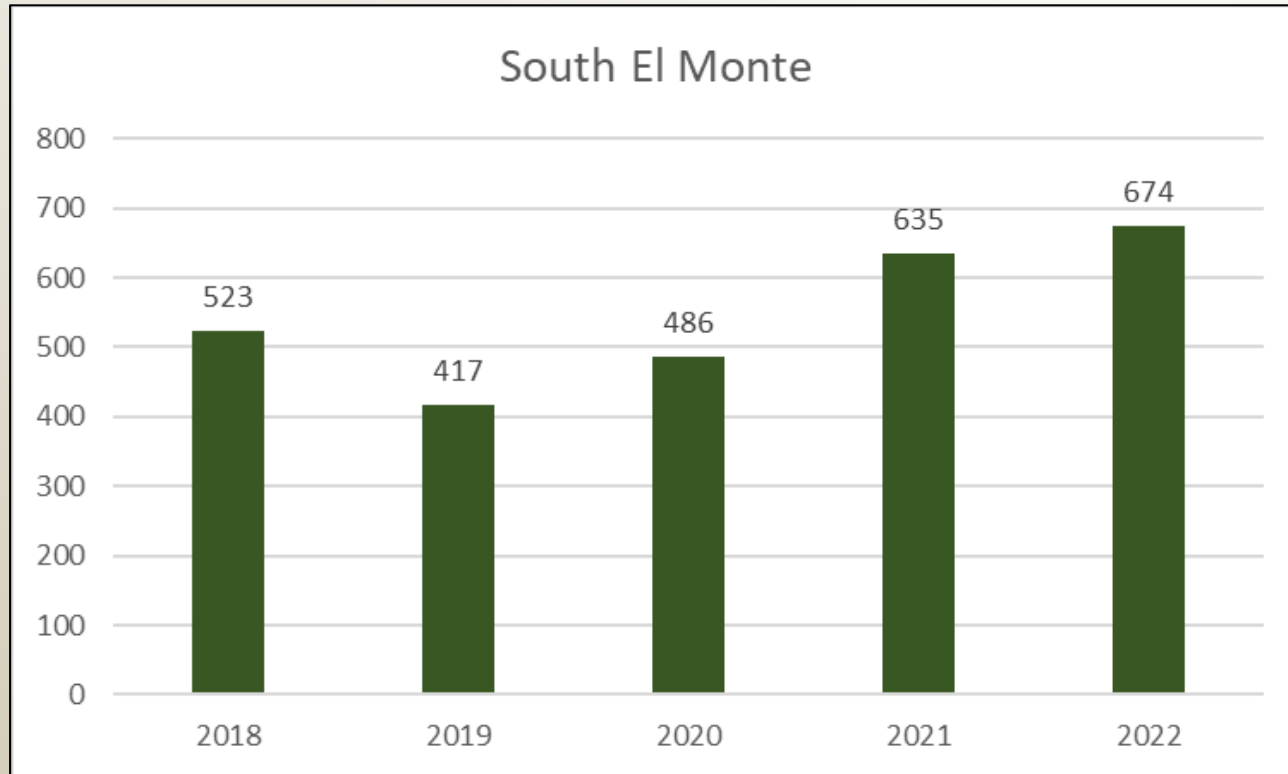
South El Monte

Part I Crime Statistics – August 2022



South El Monte

Part I Crime Statistics – August 2022



South El Monte

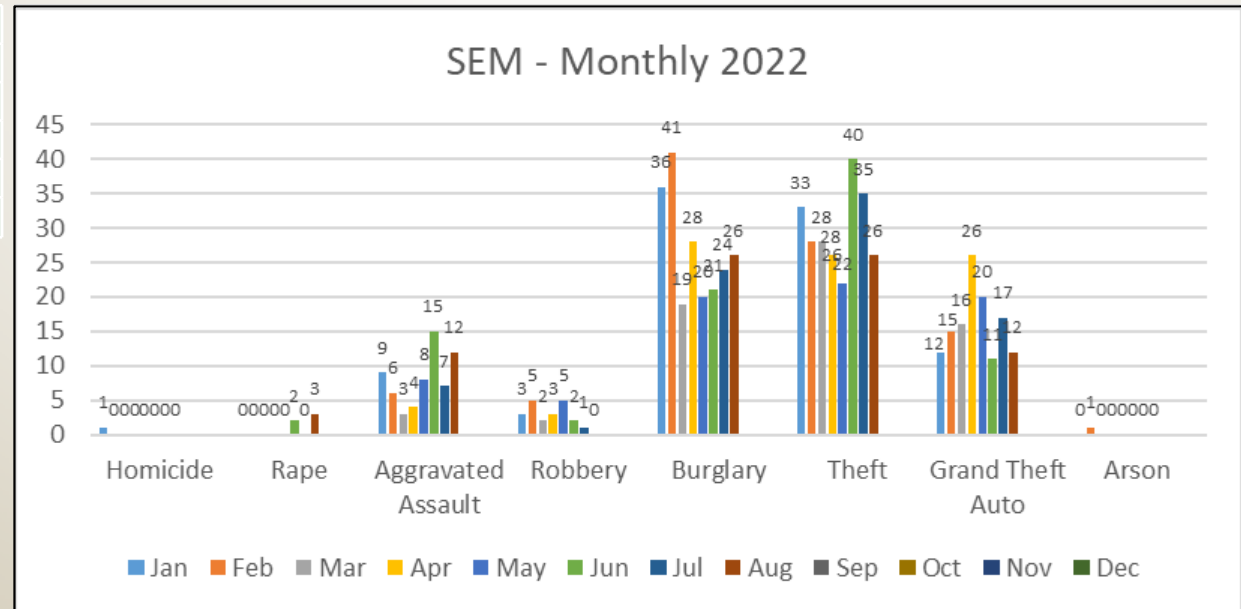
Part I Crime Statistics – Monthly Breakdown 2022 & Arrests

South El Monte	January	February	March	April	May	June	July	August	September	October	November	December	Total
Homicide	1	0	0	0	0	0	0	0					1
Rape	0	0	0	0	0	2	0	3					5
Aggravated Assault	9	6	3	4	8	15	7	12					64
Robbery	3	5	2	3	5	2	1	0					21
Burglary	36	41	19	28	20	21	24	26					215
Theft	33	28	28	26	22	40	35	26					238
Grand Theft Auto	12	15	16	26	20	11	17	12					129
Arson	0	1	0	0	0	0	0	0					1
Total	94	96	68	87	75	91	84	79	0	0	0	0	674

South El Monte	
Res Burg	10
Other Burg	205
Petty Theft	52
Grand Theft	96
Theft from Vehicle	90

YTD 8/31

SEM	2021	2022
Arrests	966	753





City Council Agenda Report

Agenda Item No. 4.g.

DATE: September 27, 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: Code Enforcement and Public Safety Department Report for the Month of July and August 2022

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

A. Code Enforcement & Public Safety Report

City of South El Monte

Public Safety Report



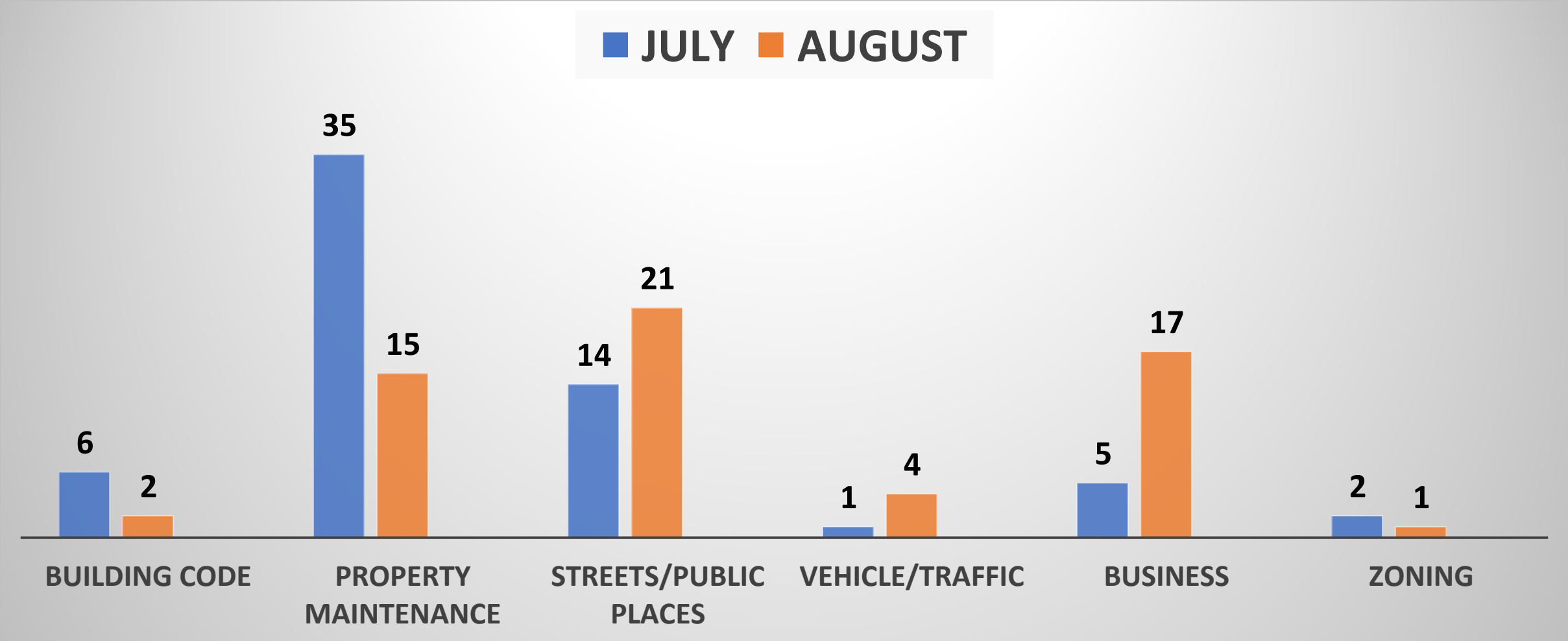
July & August 2022 Recap

Colby Cataldi, Director
Community Development/Public Works

Code Cases by Location

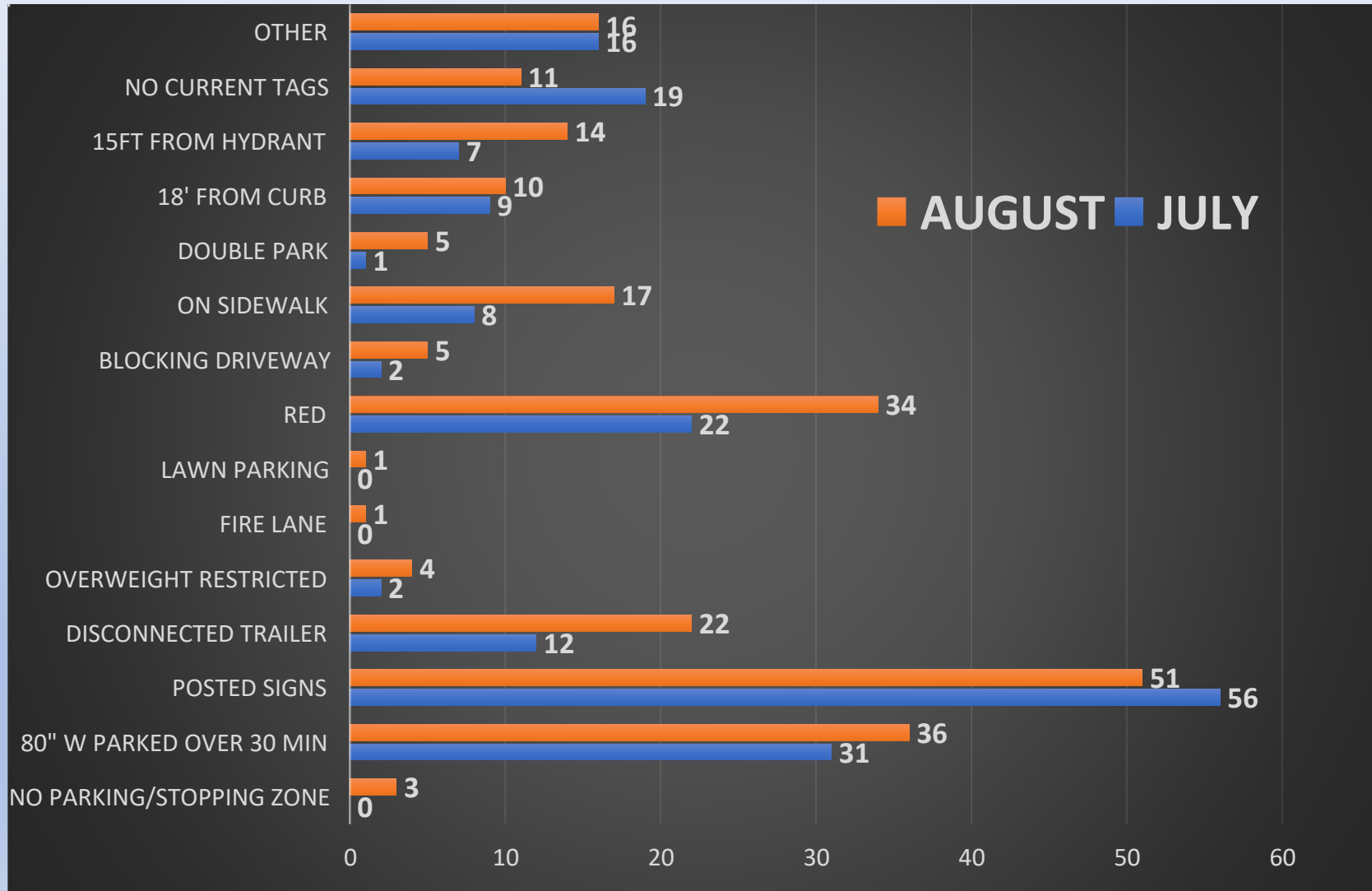
JULY – 63

AUG - 60



Parking Citations

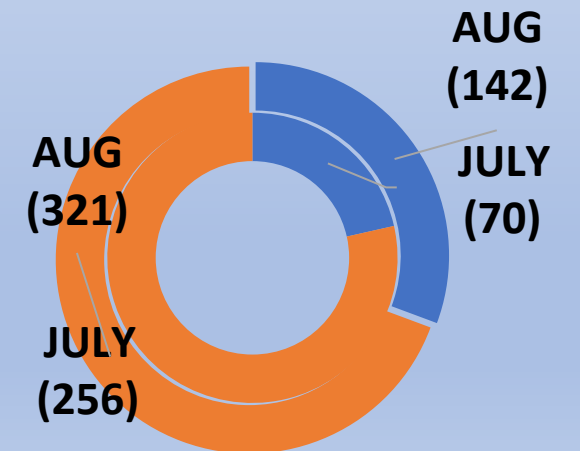
July – 512 Aug - 693



STREET SWEEPING

JULY – 326 AUG - 463

■ Night - Non-Residential
■ Day - Residential



Enhanced Visibility Improvements





City Council Agenda Report

Agenda Item No. 7.a.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 6, 2022 AND REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 13, 2022

SUMMARY: Staff is requesting approval of Minutes for the September 6, 2022 Special City Council Meeting and September 13, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Special City Council Meeting of September 6, 2022 and Regular City Council Meeting of September 13, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

- A. September 6, 2022 Minutes
- B. September 13, 2022 Minutes

ATTACHMENT A

**CITY OF SOUTH EL MONTE
SPECIAL CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 6, 2022 - 5:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 5:00 PM

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

ABSENT: Councilmember(s): Delgado

STAFF PRESENT: Rene Salas, Interim City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; William Fox, Interim Finance Director; and Paola Lara, Deputy City Clerk.

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

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

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

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

NAYS: Councilmember(s): None

ABSENT: Councilmember(s): Delgado

3. PUBLIC COMMENT

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

4. CLOSED SESSION

At 5:01 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

4.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

City Negotiator: Interim City Manager

Employee Organizations: South El Monte Employees Association

At 5:17 p.m. Mayor Olmos reconvened to open session.

City Attorney Anthony R. Taylor announced City Council discussed item 4.a. No action taken, nothing to report.

5. ADJOURNMENT

There being no further business coming before this body, at 5:17 p.m. Mayor Olmos adjourned the meeting.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT

ATTACHMENT B

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 13, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:01 PM

PRESENT: Councilmember(s): Angel, Delgado (via zoom), 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 Robert Molina, Recreational Leader.

STAFF ABSENT: Paola Lara, Deputy City Clerk.

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

2. PLEDGE OF ALLEGIANCE – Mayor Pro Tem Manuel Acosta led the Pledge of Allegiance

3. INVOCATION – Pastor Benjamin Garrett, Faith Dominion Church, offered the Invocation.

4. PRESENTATIONS – None

Mayor Olmos requested Item 7.e. be heard before Approval of the Agenda. Council concurred.

ITEM MOVED UP FROM CONSENT CALENDAR

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

A motion was made by Mayor Pro Tem Acosta, seconded Councilmember Angel to 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. Motion carried 4-0-1, by the following vote:

AYES: Councilmember(s): Angel, Retamoza, Mayor Pro Tem Acosta and Mayor Olmos
NAYS: Councilmember(s): None
ABSTAIN: Councilmember(s): Delgado (via zoom, unable to vote until after adoption)

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

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to approve the agenda except for 7.e. which was heard before approval of the agenda. Motion carried 5-0, by the following vote:

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

6. PUBLIC COMMENT

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

7. CONSENT CALENDAR

A motion was made by Councilmember Angel, seconded by Mayor Pro Tem Acosta to approve the Consent Calendar except item 7.e. 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 26, 2022, and Special City Council meeting held August 2, 2022.

7.b. Adopted Resolution No. 22-71, authorizing payment of City expenditures for the period of July 27, 2022, through September 13, 2022, totaling \$3,276,712.16.

7.c. Approved the 2022 "Christmas Wish Toy Giveaway" donation letter and authorized to include the City Council members' signatures, and distribution of the donation letters to the South El Monte business community.

7.d. Waived second reading and adopted Ordinance No. 1259, regarding the compensation of Mayor and Councilmembers.

Item 7.e. was heard before the Approval of the Agenda.

7.e. Adopted 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. Adopted Resolution No. 22-73, approving the three proposed policies and procedures covering fixed assets, accounts receivables, and transactions.

7.g. Adopted Resolution No. 22-74, approving the MOU between the City of South El Monte and the South El Monte Employee Association.

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

Mayor Olmos announced the item.

City Attorney Anthony R. Taylor announced City Clerk provided additional documents to Council at the start of the meeting and had copies for the public.

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

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

NAYS: Councilmember(s): None

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

Mayor Olmos announced the item.

Community Development Director Colby Cataldi introduced Kyle McGowan, Kimley-Horn and Associates Inc., who presented a PowerPoint via zoom on the Local Roadway Safety Plan.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Retamoza to adopt Resolution No. 22-76, approving the Local Roadway Safety Plan. Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

9.c. CONSIDERATION 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.

Mayor Olmos announced the item.

A motion was made by Councilmember Retamoza, seconded by Mayor Pro Tem Acosta to:

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.

Motion carried 5-0 by the following vote:

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

NAYS: Councilmember(s): None

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

Mayor Pro Tem Acosta announced his attendance at the City's Movie in the Park, City's Concert in the Park, Back to School at Shively and Epiphany Catholic School, Senior Center's Prom and Grandparents Day, South El Monte High School Quad Re-opening, City's Bikeride, and League of California Cities Conference.

Councilmember Retamoza announced her attendance at the City's Concert in the Park, City's Movie in the Park, Back to School at Shively and Epiphany Catholic School, and Senior Center's Prom.

Councilmember Delgado announced his attendance at the Greater Los Angeles County Vector Control District Meetings and Foothill Transit Board Meeting.

Councilmember Angel announced his attendance at City's Movie in the Park, City's Concert in the Park, Back to School at Shively and Epiphany Catholic School, Senior Center's Prom and Grandparents Day, South El Monte High School Quad Re-opening, City's Bikeride, and the City's Farmer's Market.

Mayor Olmos announced her attendance at the City's Movie in the Park, City's Concert in the Park, Back to School at Shively and Epiphany Catholic School, Senior Center's Prom and Grandparents Day, South El Monte High School Quad Re-opening, City's Bikeride, announced SEAACA still has pets for adoption, announced Harvard Day, and invited the public to attend the Farmer's Market on Thursdays.

11. CORRESPONDENCE: None

12. COUNCILMEMBERS' AGENDA:

12.a. Mayor Gloria Olmos

1. Sponsorship for Epiphany Catholic Church 2nd Annual Car and Bike Show.

Mayor Olmos stated Epiphany Catholic Church is requesting a \$500 sponsorship and fee waiver of permit.

A motion was made by Councilmember Delgado, seconded by Councilmember Retamoza to provide a \$500 sponsorship to Epiphany Catholic Church for the 2nd Annual Car and Bike Show and waiver of permit fees. 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

2. Sponsorship for South El Monte High School Robotics Club.

Councilmember Delgado disclosed that he is an employee of the El Monte High School District working at South El Monte High School and would recuse himself from the vote.

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to provide a sponsorship to South El Monte High School Robotics Club. Motion carried 4-0-1 by the following vote:

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

NAYS: Councilmember(s): None

ABSTAIN: Councilmember(s): Delgado

13. CLOSED SESSION – None

14. ADJOURNMENT

There being no further business coming before this body, at 6:34 p.m. Mayor Olmos adjourned the meeting to Tuesday, September 27, 2022, at 6:00 p.m. in memory of Juan Fernandez, father of a South El Monte Employee, and Abenicio P. Chavez, Father of Ed Chavez, Upper San Gabriel Valley Municipal Water District President.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor

DRAFT



City Council Agenda Report

Agenda Item No. 7.b.

DATE: September 27, 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. 22-79, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 14, 2022, THROUGH SEPTEMBER 27, 2022

SUMMARY: Authorizing payment of City expenditures for the period of September 14, 2022, through September 27, 2022 totaling \$949,764.29.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-79, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-79
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 22-79

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF SEPTEMBER 14, 2022, THROUGH SEPTEMBER
27, 2022, TOTALING \$949,764.29

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 22/23	Electronic Warrants	09/14/2022-09/27/2022	DFT0000277-318	\$98,584.59
FY 22/23	Regular Warrants	09/14/2022-09/27/2022	10951-11040	\$682,618.36
Payroll	Manual Check	PPE 09/17/2022	1175	\$284.04
Payroll	Check	PPE 09/17/2022	1176-1187	\$11,641.99
Payroll	Direct Deposit	PPE 09/17/2022	2334-2457	\$156,635.31

TOTAL EXPENDITURES RESOLUTION NO. 22-79 \$949,764.29

PASSED, APPROVED, AND ADOPTED this 27th 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. 22-79, 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 27th 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 9/27/22

	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1020.5020	JOSE TEJEDA	10966	09/20/2022	PPE 9/3/22 ACH RETURN	600.47
07.0900.9000.5968	ONYX PAVING COMPANY INC.	10967	09/20/2022	2020 RES ST REHABILITATION PJT #253	35300.5
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10968	09/20/2022	8/9-9/8 1903 IRR DURFEE	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10968	09/20/2022	8/9-9/8 2018 DURFEE	229.24
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10968	09/20/2022	8/9-9/8 11016 GOMEZ PALACIO	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	10968	09/20/2022	8/9-9/8 1926 IRR DURFEE	269.62
01.0170.1730.5705	SO CAL GAS	10969	09/20/2022	8/1-8/31 1415 SANTA ANITA	148.35
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	10970	09/27/2022	8/13 SECURITY GUARD SVCS	456
01.0150.1540.5954	ABSOLUTE SECURITY INTERNATIONAL	10970	09/27/2022	9/10 SECURITY GUARD SVCS	456
01.0170.1710.6025	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	PLASTIC ID CARD HLDRS	18.73
01.0170.1710.6025	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	ID PIC PRINTER	1689.36
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	AFTER SCHOOL PRGM SUP	279.06
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	OFFICE SUP FIN DEPT	31.56
01.0170.1710.6025	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	SECURITY ACCESS KEY	143.07
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	PAPAERTOWEL DISPENSER	100.67
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	COFFEE REPAIR PARTS	118.6
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	RAFFLE PRIZE/WALKING CLUB	20.93
01.0100.1050.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	VOICE RECORDER	49.36
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	ADVISORY MEETING SUPP	33.06
01.0170.1710.6025	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	SECURITY ACCESS CARDS	56.1
01.0151.1543.5952	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	MEMORIAL BELL FOR 9/11 EVENT	82.69
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	OFFICE SUPP	69
01.0130.1330.6015	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	OFFICE COMPUTER SUP	18.73
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	AFTER SCHOOL PRGM SUP	51.8
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	GRANDPARNTS DAY DECOR	210.05
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	Credit Memo- Fireproof Document Bag	-13.84
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	YARD DEPT SUPP	84.17
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	MOSQUITO REPELLENT SUP/CHALL	100.03
01.0170.1710.5520	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	MOSQUITO TRAP/CHALL	39.46
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	ADA STANDARD BOOK	133.24
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	FINANCE OFFICE SUPP	55.01
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	AFTER SCHOOL PRGM SUP	241.69
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	PLACEMATTS FOR LUNCHEONS	36.47
01.0150.1530.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	ADVISORY SUPP	16.04
01.0130.1330.6015	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	DEVICE FOR FIN WK STATION	53.99
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	OFFICE SUPP	42.31
01.0130.1310.5406	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	FILING BOXES	99.42
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	AFTER SCHOOL PRGM SUP	119.04
01.0160.1620.5520	AMAZON CAPITAL SERVICES, INC	10972	09/27/2022	PAPERTOWEL DISPENSOR SCTR	183.72
01.0000.0000.4554	ANTONIO PLASCENCIA	10973	09/27/2022	8/2 REFUND MAIN POOL	600
01.0170.1520.5914	AREA D	10975	09/27/2022	FY 22/23 AERA D MEMBERSHIP	1277.76
01.0130.1330.5715	AT&T	10976	09/27/2022	7/18-8/27 BAN 1034753	28.99
01.0130.1330.5215	AT&T	10976	09/27/2022	8/2-9/1 BAN 1034750	29.96
01.0130.1330.5215	AT&T	10976	09/27/2022	8/6-9/5 BAN 1034754	29.27
01.0130.1330.5215	AT&T	10976	09/27/2022	8/7-9/6 BAN 1034746	29.3
01.0130.1330.5215	AT&T	10976	09/27/2022	8/7-9/6 BAN 1034747	29.85
01.0130.1330.5215	AT&T	10976	09/27/2022	8/7-9/6 BAN 1034748	29.3
01.0130.1330.5215	AT&T	10976	09/27/2022	8/7-9/6 BAN 1034751	32.5
01.0130.1330.5215	AT&T	10976	09/27/2022	8/10-9/9 BAN 1051741	436.25
01.0130.1330.5215	AT&T	10976	09/27/2022	8/12-9/11 BAN 1067917	27.48
01.0151.1543.5952	BASE HILL, INC.	10977	09/27/2022	SPL CLEAN 7/31 SENATOR RUBIO EVENT	200
01.0150.1540.5951	BASE HILL, INC.	10977	09/27/2022	7/31, 8/13 SPL CLEAN NTP	1375
01.0170.1020.5515	BASE HILL, INC.	10977	09/27/2022	AUG'22 JANITORIAL SVCS	7339
01.0170.1020.5515	BASE HILL, INC.	10977	09/27/2022	AUG'22 DISINFECT #505	17800
01.0150.1540.5951	BASE HILL, INC.	10977	09/27/2022	SPL CLEAN-UP RSV 8/14 CCTR	250
01.0150.1540.5951	BASE HILL, INC.	10977	09/27/2022	SPL CLEANUP 8/29 SCTR	200
01.0170.1020.5956	BELLA SANCHEZ	10978	09/27/2022	HATS FOR SUN	1158.3

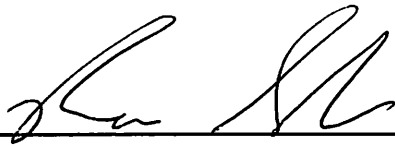
01.0160.1630.5520	BEST WOOD CHIPS	10979	09/27/2022	WOOD CHIPS/MINI CNTR	2413.8
01.0160.1670.5520	BEST WOOD CHIPS	10979	09/27/2022	WOOD CHIPS/MVD	2413.8
01.0100.1050.5936	CHRISTOPHER HERRERA	10980	09/27/2022	2022 BOOT ALLOWANCE	50
01.0130.1460.5215	CITY OF DOWNEY	10981	09/27/2022	FY22/23 ANIMAL CTRL PMT #2	49760
01.0100.1050.5936	CONCENTRA	10982	09/27/2022	6/24 NEW HIRES PHYS	755.5
01.0140.1430.5931	COSTAR REALTY INFORMATION, INC	10983	09/27/2022	9/1-11/30 COSTAR LICENSING SUBSCRIPTION	1279.8
01.0000.0000.4554	CYNTHIA LOPEZ	10984	09/27/2022	CCTR GYM RSV 8/13 REIMBUSMENT	1610.13
01.0150.1510.5204	DAVID MAI	10985	09/27/2022	SEP'22 COM SVC COMMISSION MTG	100
01.0100.1050.5936	DEPT. OF JUSTICE-ACCOUNTING OFFICE	10986	09/27/2022	JUL'22 FINGERPRINT APPS	96
01.0100.1050.5936	DEPT. OF JUSTICE-ACCOUNTING OFFICE	10986	09/27/2022	AUG'22 FINGERPRINT APPS	32
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10987	09/27/2022	FOOD SUPPLIES FOR CI PRGM	200
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10987	09/27/2022	FOOD SUPPLIES FOR CII PRGM	22.79
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10987	09/27/2022	FOOD SUPPLIES FOR CI PRGM	206.74
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10987	09/27/2022	FOOD SUPPLIES FOR CII PRGM	22.97
06.0300.3010.5430	DRIFTWOOD DAIRY, INC	10987	09/27/2022	FOOD SUPPLIES FOR CI PRGM	141.93
06.0300.3020.5430	DRIFTWOOD DAIRY, INC	10987	09/27/2022	FOOD SUPPLIES FOR CII PRGM	15.76
01.0170.1020.5406	EWING IRRIGATION	10988	09/27/2022	BASEBALL FIELDS SUP-NTP	628.65
01.0170.1770.5525	FORD OF MONTEBELLO	10989	09/27/2022	#11 ENGINE MOUNTS RPLMNT	304
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10990	09/27/2022	MAINTENANCE SUPP	350.06
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10990	09/27/2022	MAINTENANCE SUPP	254.54
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10990	09/27/2022	MAINTENANCE SUPP	259.11
01.0170.1750.5505	GARVEY EQUIPMENT COMPANY	10990	09/27/2022	MAINTENANCE SUPP	136.97
01.0150.1510.5204	GERARDO DIAZ	10991	09/27/2022	SEP'22 COM SVC COMMISSION MTG	100
01.0130.1310.5215	GOVINVEST INC.	10992	09/27/2022	FY22 GASB 68 VALUATION	1800
01.0170.1710.5520	GRAINGER	10993	09/27/2022	TETHERED FLOAT SWITCH/CHALL	115.5
01.0170.1740.5962	GRAINGER	10993	09/27/2022	DRILL BIT SET/SM TOOLS	88.21
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	10994	09/27/2022	TOILET ANGLE STOP/GYM	16.49
01.0160.1610.5520	GRANT'S TRUE VALUE HARDWARE	10994	09/27/2022	KITCHEN SINK SUP CCTR	9.53
01.0160.1640.5520	GRANT'S TRUE VALUE HARDWARE	10994	09/27/2022	WATER HOSE ANCHOR/POOL	23.08
01.0160.1650.5520	GRANT'S TRUE VALUE HARDWARE	10994	09/27/2022	MAINTENANCE EQUIP/NTP	95.73
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10994	09/27/2022	DRV BELT/CODE PAD SCTR	33.51
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	10994	09/27/2022	COFFE MARKER SUP SCTR	18.44
01.0160.1640.5520	HASA INC.	10995	09/27/2022	8/30 CHEMICAL DELIVERY	270.03
01.0160.1640.5520	HASA INC.	10995	09/27/2022	9/2 CHEMICAL DELIVERY	478.72
01.0160.1640.5520	HASA INC.	10995	09/27/2022	9/9 CHEMICAL DELIVERY	525.59
01.0130.1310.5904	HINDERLITER, DE LLAMAS & ASSOC	10996	09/27/2022	JUL-SEP'22 TRANSACTION TAX	600
01.0150.1510.5204	HORTENCIA VASQUEZ	10997	09/27/2022	SEP'22 COMM SVC COMMISSION MTG	100
06.0300.3010.5215	HUNTINGTON CULINARY	10998	09/27/2022	8/22-8/27 CI & CII PRGM	4237.75
06.0300.3020.5215	HUNTINGTON CULINARY	10998	09/27/2022	8/22-8/27 CI & CII PRGM	411.75
06.0300.3010.5215	HUNTINGTON CULINARY	10999	09/27/2022	9/5-9/9 NUTR PRGRM	3220
06.0300.3020.5215	HUNTINGTON CULINARY	10999	09/27/2022	9/5-9/9 NUTR PRGRM	242
06.0300.3010.5215	HUNTINGTON CULINARY	11000	09/27/2022	8/29-9/2 CI & CII PRGRM	3404
06.0300.3020.5215	HUNTINGTON CULINARY	11000	09/27/2022	8/29-9/2 CI & CII PRGRM	290.4
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	11001	09/27/2022	FLAT BAR REPAIR/ CCTR	79.27
01.0160.1610.5520	INDUSTRIAL PIPE & STEEL	11001	09/27/2022	HOLE COVER SUPP/ CCTR	79.18
01.0150.1510.5204	INGRID AGUILAR	11002	09/27/2022	SEP'22 COMM SVC COMMISSION MTG	100
01.0160.1620.5520	INNER-COOL CORP	11003	09/27/2022	AC #2 REPAIR/ SCTR	327.63
01.0000.0000.4554	JASMINE SALAZAR	11004	09/27/2022	8/27 MVD/COM RM RSVN REFUND	100
01.0000.0000.4554	KARINTIHA SANCHEZ	11005	09/27/2022	8/21 MVD/COM RM RSVN REFUND	50
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11006	09/27/2022	JUL'22 GRANT SPL ASSIGN DEPUTY	17604.75
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11006	09/27/2022	JUL'22 SPL ASSIGN DEPUTY	100428.32
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11006	09/27/2022	JUL'22 LAW ENFORCEMENT SVCS	309319.36
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	11006	09/27/2022	JUL'22 LIABILITY INS	47008.77
01.0100.1010.5406	LAB1419	11007	09/27/2022	COUNCIL HOODIES	150.49
01.0150.1540.5956	LAB1419	11007	09/27/2022	STAFF UNIFORM HOODIES	858.02
01.0000.0000.4554	MARISOL CHAVEZ	11008	09/27/2022	9/4 MVD RVS DEPOSIT	50
01.0170.1770.5525	NAPA AUTO PARTS	11009	09/27/2022	POOL PUMP-ENGINE OIL/SPARK PLUG	34.07
44.0800.8010.5525	NAPA AUTO PARTS	11009	09/27/2022	#26 CNTR- BLADES/SOAP	105.16
01.0140.1440.5273	NEFTALI CORTEZ	11010	09/27/2022	AUG'22 FORECLOSURE SVCS	230
01.0150.1530.5406	OFFICE DEPOT	11011	09/27/2022	OFFICE SUPPLIES	144.23
01.0150.1530.5406	OFFICE DEPOT	11011	09/27/2022	OFFICE SUPPLIES	10.18
01.0150.1530.5406	OFFICE DEPOT	11011	09/27/2022	OFFICE SUPPLIES	6.44
01.0170.1770.5525	PHIL'S CERTIFIED AUTO CENTER	11012	09/27/2022	#3 ABS ACTUATOR/ BLEED BRKS	1877.96
01.0170.1710.6025	POST ALARM SYSTEMS	11013	09/27/2022	NEW SYSTEM INSLTN/ NTP	494.16

01.0130.1310.5406	QUADIENT LEASING USA, INC.	11014	09/27/2022	10/3-01/02/23 POSTAGE LEASE	739.2
01.0160.1620.5520	QUENCH USA, INC.	11015	09/27/2022	SEP'22 WATER FILTER	59.96
01.0170.1710.5520	RC WINDOW AND DOOR	11016	09/27/2022	CHALL CHAMBERS DOOR ACCS	249
01.0100.1050.5936	RUBY YEPEZ	11017	09/27/2022	LIVE SCAN REIMBURSTMENT	20
01.0000.0000.4554	SABRINA BALINDO	11018	09/27/2022	9/3 MVD RSV DEPOSIT	50
01.0120.1220.5919	SAN GABRIEL VALLEY TRIBUNE	11019	09/27/2022	PUBLISH NOTICES IN SGVT	3641.6
44.0800.8010.5525	SANDOVAL TOWING	11020	09/27/2022	#26 TOW/ CHRYSLER DEALER	225
01.0130.1310.5280	SECTRAN SECURITY INC.	11021	09/27/2022	SEP'22 ARMORED SVCS	172.42
44.0800.8010.5525	SIERRA MONROVIA CDJR, LLC	11022	09/27/2022	#26 REPAIRS/TRANS VEH	1321.18
01.0170.1770.5525	SOUTHERN TIRE MART LLC	11023	09/27/2022	TRAILER #2/ TIRE DAMAGE REPAIR	158.87
01.0140.1100.5406	SPARKLETTS	11024	09/27/2022	SEP'22 WATER SVCS	22.71
01.0140.7020.5406	SPARKLETTS	11024	09/27/2022	SEP'22 WATER SVCS	22.71
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11025	09/27/2022	AUG'22 MTNC TRAFFIC	902.25
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11025	09/27/2022	AUG' 22 CALL OUT SGNL	2650
02.0170.1760.5535	ST. FRANCIS ELECTRIC, LLC	11025	09/27/2022	DURFEE MH/ PECK POLE REPAIR	394
01.0170.1770.5525	STOTZ EQUIPMENT	11026	09/27/2022	K-1 BRAKE/TURN SGNL	355.96
01.0170.1770.5525	STOTZ EQUIPMENT	11026	09/27/2022	TURN SGNL/WINDSHIELD KIT	1063.69
01.0170.1750.5520	SUNBELT RENTALS, INC.	11027	09/27/2022	8/24 STUMP GRINDER RENT	373.92
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11028	09/27/2022	CI NUTR PRGM SUPP	38.39
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11028	09/27/2022	CI NUTR PRGRM TOSTADAS	23.88
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11028	09/27/2022	C1 NUTR PRGRM TORTILLAS	29.94
01.0100.1040.5921	THE SAUCE CREATIVE SERVICES CORP.	11029	09/27/2022	SEP'22 NEWSLETTERS	4846.77
01.0160.1650.5520	THOMPSON INDUSTRIAL SUPPLY	11030	09/27/2022	AP SERIES BELT/SWAP COOLER	11
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11031	09/27/2022	MAR'22 CONSULTING SVCS	5000
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11031	09/27/2022	APR'22 CONSULTING SVCS	5000
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11031	09/27/2022	MAY'22 CONSULTING SVCS	5000
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11031	09/27/2022	JUL'22 BAL OWED	1750
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11031	09/27/2022	AUG'22 CONSULTING SVCS	6750
01.0170.1770.5525	TRUE AUTO WERX	11032	09/27/2022	#5 WINDOW TINT	250
01.0170.1770.5525	TRUE AUTO WERX	11032	09/27/2022	#8 WINDOW TINT	250
01.0170.1770.5525	TRUE AUTO WERX	11032	09/27/2022	#33 WINDOW TINT	250
44.0800.8010.5525	UNITED DIESEL SERVICE, INC	11033	09/27/2022	#20 VACUUM TANK/CHECK VALVE	947.21
01.0170.1770.5525	UNITED DIESEL SERVICE, INC	11033	09/27/2022	#95 BLOWER MOTER/RESISTER/RELAY	591.68
01.0170.1720.5520	VORTEX INDUSTRIES, LLC	11034	09/27/2022	REPAIR WORK ON BAYDOOR	1603.08
01.0150.1540.5431	WATERLOGIC AMERICAS, LLC	11035	09/27/2022	AUG'22 WATER RENTAL	38.59
01.0170.1740.5435	WAXIE SANITARY SUPPLY	11036	09/27/2022	JANITORIAL SUPP	4406.18
01.0170.1740.5435	WAXIE SANITARY SUPPLY	11036	09/27/2022	TRASH CAN LINERS	1015.66
01.0170.1740.5435	WAXIE SANITARY SUPPLY	11036	09/27/2022	JANITORIAL SUPP	2879.65
01.0150.1530.5952	WINNER INTERNATIONAL INC.	11037	09/27/2022	LUNCHEON SUPP	128.61
01.0170.1740.5545	WINZER	11038	09/27/2022	GRAFFITI REMOVER	460.34
01.0150.1540.5431	AQUA PURE DRINKING WATER	11040	09/27/2022	SEP'22 DRINK'G WATER/POOL/MCTR	69.82
01.0150.1540.5406	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	DEPT SUPP/ PLOTTER INK	789.4
01.0151.1541.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	BASKETBALL CAMP SUPP	30.83
01.0151.1541.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	BASKETBALL CAMP SUPP	23.12
01.0151.1541.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	AQUATIC PGRM SUPP/ WEIGHTS	224.69
01.0151.1541.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SUMMER CAMP SUPP	152.36
01.0151.1541.5956	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SWIMN TEAM UNIFORM	700.8
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	FOOD SUPP/ MOVIE IN PARK	51.87
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	CITY BDAY PROP CAKE	96.73
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	FOOD SUPP/ BIKE RIDE & NNO	554.81
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	GENERATOR FUEL/ SUMMER CNRT	38.4
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	GENERATOR FUEL/ SUMMER CNRT	66
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	GENERATOR SUMMER CNRT	155.68
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	GENERATOR SUMMER CNRT	155.68
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	PGRM SUPP/ WALMART	125.46
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	PGRM SUPP/ HOBBY LOBBY	144.03
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	PGRM/SUPP WALMART	302.28
01.0150.1540.5956	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	AQUAT STAFF UNIF	33.04
01.0151.1542.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	BOXING PARTICIPANT UNIF	772.03
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SPECIAL EVENT SUPP/ AMAZON	95.61
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SPECIAL EVENTS SUPP/ LA PLACITAS	221.5
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SPECIAL EVENTS SUPP/ WALMART	215.91
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SPECIAL EVENTS SUPP/ WINNER	36.66
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	AUG CRAFT SUPP	13.85

01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	JUL'22 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	6/3-7/2 CITY CELL SVCS	4405.73
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	6/3-7/2 TRAN CELL SVCS #414	83.67
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	6/3-7/2 TRAN CELL SVCS #414	50.3
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	6/3-7/2 TRAN CELL SVCS #414	251.02
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	6/3-7/2 TRAN CELL SVCS #414	150.9
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	POPCORN/WOMEN COMM BRUNCH #623	140
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SNACKS/ WOMEN COMM BRUNCH #623	86.93
01.0120.1220.5415	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	ELECTION SUPP	5.5
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	7/19 LUNCHEON SGVPAN-MPT ACOSTA	50
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	9/30-10/2/22 CCCA REG	575
01.0140.1430.5931	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	APPLE.COM SUB/ CATALDI	2.99
01.0160.1640.5520	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	AQUAT MAINTENANCE EQUIP REPAIRS	482.85
01.0100.1020.5910	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	PAYPALL- CCCA RGTRN 9/30-10/2/22 CM	575
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	MTING W/ MAYOR- LOS CHILITOS 7/26	31.73
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	PAYPAL/ CA CONTRACT CITIES	50
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SGV NEWS- SUBSCRIPTION	10
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	LA TIMES SUBSCRIPTION	15.96
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	FACEBOOK/ ADV CITY EVENTS	59.49
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	FACEBOOK/ ADV FARMERS MRKT	75
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	FACEBOOK ADV FARMERS MRKT	20.01
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	PHOTOSHOP FOR CITY WEBSITE	9.99
01.0100.1050.5918	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	WESTERN CNITY MGNZ/ ADV. FOR PLNG MANAGEI	300
01.0100.1050.5918	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	AMERICAN PLNG- ADV FOR PLNG MANAGER	395
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	ZOOM/ CITY VIDEO CONFERENCE	319.9
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	7/4-8/3 DIRECTV SVCS	153.99
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	7/13 MOVIE DAY CA FODD SNKS	30
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	POSTEMYWALL COOLING CNTR FLYER	2.99
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	9/30-10/2- RGTRN CCCA FALL SEMINAR	575
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	APPLE.COM/ RECURRING CLOUD CHRGR	4.99
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	CHARGERS/ BATTER PACKS- CC	323.66
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	8/3/22- BABY BRO CC DINNER	132.73
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	7/26/22- NORMS CC MTNG	282.91
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	8/3/22- BABY BRO CC DINNER	45.65
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	7/26/22- NORMS CC DINNER	-11.32
01.0100.1020.5406	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	CITY MNGR BADGES	42.89
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	NEXT CLEANERS/ TBL CLOTHS #623	16
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	BATH BODY GIVEAWAY/ #623	87.26
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	NEXT CLEANERS/ TBL CLOTHS #623	105
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	NEXT CLEANERS/ TBL CLOTHS #623	168
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SEES CANDIES CMMM EVENT #623	192
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SEES CANDIES CMMM EVENT #623	176
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SEES CANDIES CMMM EVENT #623	-176
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	CRICKET WIRELESS HTSPT SVCS- CC	220
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	OK CLEANERS/ TBL CLOTHS	140
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	AUG'22 HOT SPOT SVCS	55
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	VICTORY AUTHORITY/ BACK TO SCHOOL SUPP	306.14
01.0150.1540.5908	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	BURGER ZONE: BRKFST STAFF TRNG	211.75
01.0151.1542.5499	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	WHITTER FIGHT SHOP/ BOXING SUPP	238.18
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	GOT PROPANE/ PROPANE REFILL	29.99
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	WALMART/ MOVIE SUPP	534.81
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	WHITTER FIGHT SHOP/ SAND BAGS	170.84
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	SUPERIOR GROCERS/ HOT DOG BUNS	136.78
01.0151.1545.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	LA COUNTY HEALTH DPT- VENDOR PMT SVC FEE	4.08
01.0151.1545.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	LA COUNTY HEALTH DPT- VENDOR PMT SVC FEE	4.08
01.0151.1545.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	LA COUNTY HEALTH DPT- VENDOR PMT	184
01.0151.1545.5430	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	LA COUNTY HEALTH DPT- VENDOR PMT	184
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000302	09/14/2022	9/30-10/2/22 CCCA REG	575
01.0130.1330.5215	WINDSTREAM HOLDINGS, INC	DFT0000312	09/15/2022	7/18-8/17 CITY PHONES	5585.93
01.0000.0000.2205	DEPARTMENT OF THE TREASURY	DFT0000313	09/21/2022	FEDERAL INCV PAY	2286.56
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000313	09/21/2022	MED INCV PAY	1024.7
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000313	09/21/2022	FICA INCV PAY	4380.26
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000314	09/21/2022	UI TAX WTHLDNG/ INCV PAY	5.52
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000314	09/21/2022	TNG TRAINING TAX WTHLDNG/ INCV PAY	0.32

01.0000.0000.2210	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000314	09/21/2022	STATE WTHLDNG/ INCV PAY	421.92
01.0170.1770.5950	JCB FINANCE, PROG. BANK OF THE WEST	DFT0000315	09/21/2022	PAYMENT #40 TRACTOR LEASE	1694.67
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	TOILET WAX SEAL	35.64
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	BATTERIES/ CCTR	49.84
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	MULTI-TOOL BLADES/ COMM CNTR ATM STAGE RE	85.34
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	BOXING GYM WATER REPAIR SUPP	261.74
01.0160.1610.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	TRRELLIS POLE REPAIR SUPP	157.92
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	BATTERIES/ SENIOR CNTR	49.84
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	WATER LEAK SUPP/ SENIOR CNTR	212.77
01.0160.1620.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	DEODORIZERS/ SENIOR CNTR	47.19
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	RESPIRATORS/ CATRIDGE FLTRS	206.21
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	POOL CHEMICAL/ EXHAUST FAN	179.58
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	RESPIRATOR CATRIDGES	136.71
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	POOL CHEMICAL RESPIRATORS	90.49
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	AQUAT CNTR/ OUTLET REPLACEMENTS	85.97
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	AQUAT CNTR/ ROOF SEALNT	65.61
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	SQUUGEE/ RSTRMS	100.61
01.0160.1640.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	POOL CHLORINE ROOM VALVE SUPP	13.52
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	EMPTY SPRAY BOTTLES/ CLEANING LIQUIDS	32.63
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	STAFF WRENCH/ NTP	43.71
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	BBALL BACKSTOP PADDING REPAIR SUPP	71.29
01.0160.1650.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	BBALL BACKSTOP PADDING REPAIR SUPP	103.87
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	FUMIGATION SUPP/ MVD	67.16
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	TABLE PAINT/ MVD	40.05
01.0160.1670.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	LAWN INSECT CNTRL/ MVD	15.3
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	FUMIGATION SUPP/ CHALL	67.16
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	BATTERIES/ CHALL	49.86
01.0170.1710.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	CHAMBERS MAKE FLUSH WALL SUPP	30.42
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	MOSQUITO REPEALANT/ CITY YARD	54.42
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	SENSOR/ RSTRM LIGHT REPAIR	22.74
01.0170.1720.5520	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	LIGHT SWITCH/ KITCHEN	42.67
02.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	STRAIGHT AVIATION STRIPS	53.56
02.0170.1760.5962	HOME DEPOT CREDIT SERVICES	DFT0000316	09/21/2022	IMPACT GUN SOCKET	16.39
01.0000.0000.2255	BLUE SHIELD OF CA LIFE & HEALTH	DFT0000317	09/21/2022	OCT' 22 VISION	721.5
01.0000.0000.2250	CALPERS	DFT0000318	09/21/2022	OCT' 22 ACTIVE EMPLOYEE PREMIUM	60083.49
01.0100.1050.5941	CALPERS	DFT0000318	09/21/2022	OCT' 22 ADMIN FEE/ ACTIVE	198.28
01.0100.1050.5941	CALPERS	DFT0000318	09/21/2022	OCT' 22 ADMIN FEE/ RETIRED	17.27
01.0100.1050.5945	CALPERS	DFT0000318	09/21/2022	OCT' 22 EMPLOYER SHARE/ RETIRED PREMIUM	1043
Grand Total:					\$ 781,202.95

Authorization Signatures



Rene Salas, Interim City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: BIENNIAL REVIEW OF CONFLICT OF INTEREST CODE

SUMMARY: The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interest they must disclose on their Statement of Economic Interests (Form 700).

RECOMMENDED ACTION: Staff recommends City Council proceed with the biennial review of the City's Conflict of Interest Code and direct the City Clerk, City Attorney, and HR/Risk Manager to coordinate the review of the current code for required amendments.

FISCAL IMPACT: There is no fiscal impact.

DISCUSSION: The Political Reform Act requires that each City conduct a biennial review of its established Conflict of Interest Code in even-numbered years. The City last updated its code by resolution in 2020.

A biennial review consists of:

- 1) The code reviewing body (City Council) issues a direction to staff that the City's conflict of interest code is to be reviewed for required amendments, and to any City agency that maintains its own conflict code;
- 2) By October 3, 2022, staff will give the City Council a report of any required amendments or a statement that no amendment is required; and
- 3) By December 31, 2022, the Council adopts any required amendments to the City's conflict of interest code.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.d.

DATE: September 27, 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 AUTHORIZATION TO SOLICIT REQUEST FOR PROPOSALS (RFP) FOR BUILDING INSPECTION SERVICES

SUMMARY: Staff seeks City Council approval of an RFP for Building Inspector Services.

RECOMMENDED ACTION: Staff recommends City Council authorize the solicitation of proposals for Building Inspector Services for the City and direct staff to issue an RFP.

FISCAL IMPACT: There is no fiscal impact associated with approval of the RFP to solicit proposals. Funding for the building inspection services has been appropriated in the City Council approved FY 22-23 Budget.

DISCUSSION: The City is seeking to solicit proposals for the building inspection services. The selected consultant shall implement all applicable State and Local codes to ensure construction projects are in full compliance with applicable regulations.

The following is a summary of the scope of services to be performed by the selected consultant:

1. Perform permit intake, plan check and inspections services, consistent with policies and procedures and applicable codes as referenced in the following:
LOS ANGELES COUNTY CODE, TITLE 30, RESIDENTIAL CODE
LOS ANGELES COUNTY CODE, TITLE 26, BUILDING CODE
LOS ANGELES COUNTY CODE, TITLE 28, PLUMBING CODE
LOS ANGELES COUNTY CODE, TITLE 29, MECHANICAL CODE
LOS ANGELES COUNTY CODE, TITLE 27, ELECTRICAL CODE
LOS ANGELES COUNTY CODE, TITLE 31, GREEN BUILDING CODE
LOS ANGELES COUNTY CODE, TITLE 33, EXISTING BUILDING CODE
CALIFORNIA CODE OF REGULATIONS, TITLE 24
2. Perform daily inspections; review plans to determine project scope and compliance with adopted codes and standards; maintain accurate records of permits and daily

inspections.

3. Inspect existing buildings and premises for change of use, occupancy or compliance with applicable codes and ordinances; work with the public to ensure structures are safe and ready for occupancy.
4. Inspect construction projects for compliance with all parts of Title 24 of the California Code of Regulations, including building/ fire codes and standards.
5. Inspect construction projects for compliance with City codes, design guidelines, planning, and zoning requirements.
6. Support office staff and provide counter service; respond to questions, return phone calls and emails; input correction notices and case-related comments into an automated data base; file and/or scan documents following field inspections.
7. Respond to inquiries from the public and contractors regarding codes and other issues with projects, both over the phone and at the public counter.
8. Assist with the investigation of complaints related to the State building code and City Ordinances, including but not limited to inspections for occupancy permits, structural property maintenance violations, etc.
9. Participate in professional/ public meetings and training, as required.
10. Assist with plan review at the counter.
11. Support the relationship between the City of South El Monte and the general public by demonstrating courteous and cooperative behavior when interacting with visitors, the public and City staff; maintain confidentiality of work-related issues and City information; perform other duties, as required or assigned.
12. Follows up to verify corrections for violations are made and takes appropriate action to ensure compliance.
13. Clearly notifies contractors of code violations with electronic compliance reports at the time of inspection.
14. Reviews non-complex plans for code compliance.
15. Evaluates existing buildings, on a complaint basis, for hazardous conditions and initiates abatement procedures per the Los Angeles County Code, Title 33, Existing Building Code and the South El Monte Municipal Code public nuisance abatement procedures when warranted.
16. Studies technical literature and attends meetings to keep current on applicable codes and code changes as they occur.

The RFP for Building Plan Inspector Services release date is September 28, 2022 with a response date due by 12:00p.m on October 31, 2022.

Staff report prepared by Angie Hernandez.

ATTACHMENT(S):

- A. RFP - Building Inspector Services

ATTACHMENT A

Request For Proposals

REQUEST FOR PROPOSALS FOR A BUILDING INSPECTOR SERVICES TO THE BUILDING DIVISION



RFP Release Date: September 28, 2022
RFP Response Due: 12:00 p.m. October 31, 2022

I. PURPOSE & SERVICES DESCRIPTION

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to provide Building Inspection Services to the Building/Housing Department. The Building Inspector will provide inspections for the Building and Housing Departments. This includes being responsible for the day-to-day operations of the building/housing inspections and providing technical code requirements relating to inspections. The City wishes to obtain Building Inspection Services under a Professional Services Agreement for a term of 3 years with two (2) additional automatic one-year renewals. The City will award no more than one contract on a not-to-exceed basis.

II. SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Consulting Firm:

- I. Perform traditional initial Building Inspection review of submitted plans to determine compliance with construction codes as adopted and amended by City, including:
LOS ANGELES COUNTY CODE, TITLE 30, RESIDENTIAL CODE
LOS ANGELES COUNTY CODE, TITLE 26, BUILDING CODE
LOS ANGELES COUNTY CODE, TITLE 28, PLUMBING CODE
LOS ANGELES COUNTY CODE, TITLE 29, MECHANICAL CODE
LOS ANGELES COUNTY CODE, TITLE 27, ELECTRICAL CODE
LOS ANGELES COUNTY CODE, TITLE 31, GREEN BUILDING CODE
LOS ANGELES COUNTY CODE, TITLE 33, EXISTING BUILDING CODE
CALIFORNIA STATE, TITLE 24
- II. Perform daily inspections; review plans to determine project scope and compliance with adopted codes and standards; maintain accurate records of permits and daily inspections.
- III. Inspect existing buildings and premises for change of use, occupancy or compliance with applicable codes and ordinances; work with the public to ensure structures are safe and ready for occupancy.
- IV. Inspect construction projects for compliance with all parts of Title 24 of the California Code of Regulations, including building/ fire codes and standards.
- V. Inspect construction projects for compliance with City codes, design guidelines, planning, and zoning requirements.
- VI. Support office staff and provide counter service; respond to questions, return phone calls and emails; input correction notices and case-related comments into an automated data base; file and/or scan documents following field inspections.

- VII. Respond to inquiries from the public and contractors regarding codes and other issues with projects, both over the phone and at the public counter.
- VIII. Assist with the investigation of complaints related to the State building code and City Ordinances, including but not limited to inspections for occupancy permits, structural property maintenance violations, etc.
- IX. Participate in professional/ public meetings and training, as required.
- X. Assist with plan review at the counter.
- XI. Support the relationship between the City of South El Monte and the general public by demonstrating courteous and cooperative behavior when interacting with visitors, the public and City staff; maintain confidentiality of work-related issues and City information; perform other duties, as required or assigned.
- XII. Follows up to verify corrections for violations are made and takes appropriate action to ensure compliance.
- XIII. Clearly notifies contractor of code violations with electronic compliance reports at the time of inspection.
- XIV. Reviews non-complex plans for code compliance.
- XV. Evaluates existing buildings, on a complaint basis, for hazardous conditions and initiates abatements procedures per the Los Angeles County Code, Title 33, Existing Building Code and the South El Monte Municipal Code public nuisance abatement procedures when warranted.
- XVI. Studies technical literature and attends meetings to keep current on applicable codes and code changes as they occur.

EXTRA WORK

The CONSULTANT shall not perform extra work without verbal or written authorization from the Director of Community Development or his designated representative.

SERVICE LEVEL GOALS FOR MINOR PLAN CHECK REVIEW

The consultant agrees to provide adequate resources to achieve the following service delivery goals for timely performance of the work over which the CONSULTANT has decision authority. The overall service goal shall be set at 10 working days upon receipt of plans from

the City. The service goal for resubmittals shall be 5 days for smaller projects and may be up to 10 working days for complex projects. Service level goals are subject to modification upon mutual agreement of CONSULTANT and CITY.

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

- A description of the management and members of the Project Team. A Project Manager is to be designated by name and may not be changed without prior written approval by the City. All sub-consultants shall be identified.
- The amount of time to be allocated and availability of the Project Manager and other team members.
- The anticipated amount of City staff participation.
- Proposer's understanding of the project, scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each task.
- A detailed schedule identifying all pertinent tasks, the time required to complete each task and the tentative completion date of each task in terms of weeks. If selected, the consultant shall assign specific dates to the said schedule prior to commencing the project.
- Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure the project is completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with but not limited to providing crisis management services. The Consultant shall provide its services for duration of the agreement for the approved scope of work and fee.
- Three (3) copies of the Proposal which must not to exceed 25 pages (double sided pages counts as 2 pages) AND one (1) digital copy in PDF format of the proposal shall be submitted to the City Clerk (Attn: Donna G. Schwartz, City of South El Monte, 1415 Santa Anita Avenue, South El Monte, CA 91733).
- **Attachment A** ("Affidavit of Non-Collusion") to be signed and submitted with proposal.

- Claim's History - The proposer shall provide information on any litigation arising out of work related to their projects or their sub-consultant's projects for the last ten (10) years. Please refer to **Attachment B** ("Claims History").
- Three (3) copies of a Cost Proposal for completing the proposed work shall be provided and may be placed in the same envelope as the Proposal. The proposer's fee for cost crisis management services shall be a fixed not-to-exceed lump sum amount.

IV. SELECTION AND EVALUATION PROCESS

The City is required by State law (GC § 4526) to select vendors for architectural, landscape architectural, engineering, environmental services, land surveying, and construction project management services based on demonstrated competence and professional qualifications, rather than competitive bidding, and at fair and reasonable prices.

Consultants will be evaluated based upon three criteria which are consistent with state law:

1. Mandatory Elements
 1. The firm is properly licensed to practice in California, has no conflict of interest, adheres to the proposal instructions and includes a Letter of Transmittal
 2. Qualitative Evaluation - expertise and experience, response to the scope of work, and allocation of resources as expressed in the written proposal
- B. Oral Presentation/Interview with an established Evaluation/Selection Committee.
- C. Once firms are ranked based upon quality, staff will determine if the highest ranking firm's cost proposal is reasonable prior to making a recommendation for selection. If the cost proposal is found to be unreasonable, staff will evaluate the next highest ranked firm's cost proposal.

Determining a reasonable cost is based upon comparison of proposals, project budget, prior experience, comparative project costs in neighboring cities and professional judgment.

V. CORRECTIONS

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

VI. GENERAL INFORMATION

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

VII. INSURANCE REQUIREMENTS

Refer to Section 13 (“Insurance”) of the Sample Professional Services Agreement included in this RFP as **Attachment C** for insurance requirements.

VIII. RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of the qualifications submittal (proposals) in the submission of additional information, and/or in any other aspect of a qualification’s submittal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Consultant selected will be required to sign the City’s Professional Services Agreement prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Consultant. For further information contact Colby Cataldi, Community Development Director at (626) 579-6540, ex 3218.

IX. CONSULTANT AGREEMENT

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

ATTACHMENTS TO FOLLOW

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

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for California

My Commission Expires: _____

ATTACHMENT B

CLAIMS HISTORY

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

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

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

ATTACHMENT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SOUTH EL MONTE

and

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

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

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of

uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be

instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

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

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

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

- A.
- B.
- C.

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



City Council Agenda Report

Agenda Item No. 7.e.

DATE: September 27, 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. 22-80, AWARDING A PROFESSIONAL SERVICES AGREEMENT (PSA) TO NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY (NHSLA) TO ADMINISTER AND IMPLEMENT THE CALHOME OWNER-OCCUPIED HOME REPAIR PROGRAM

SUMMARY: Staff recommends City Council approve the award of a Professional Services Agreement (PSA) to Neighborhood Housing Services of Los Angeles County as the responsive, responsible bidder to administer and implement the CalHome Owner-Occupied Home Repair Program.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-80, awarding a professional services agreement to Neighborhood Housing Services of Los Angeles County to administer and implement the CalHome Home Repair Program for the amount not-to-exceed (NTE) 20% of the grant amount or \$200,000.00.

FISCAL IMPACT: No fiscal impact on the General Fund. The contractor is being funded through CalHome grant funds, which is a Special Revenue Fund eligible for full reimbursement. The contract is 20% of the \$1,000,000 total grant award, equating to \$200,000.

DISCUSSION: On June 28, 2022, Staff requested City Council consideration of and approval to award the professional services agreement through Resolution No. 22-51 to Habitat for Humanity. After an in depth review of the terms and guidelines outlined by the Housing and Community Development Department (HCD), the consultant and City staff agreed not to execute the professional services agreement.

In Spring 2021, the City was notified the 2020 Notice of Funding Availability (NOFA) was being awarded \$1,000,000.00 for the CalHome Owner-Occupied Home Repair program from the California Department of Housing and Community Development (HCD). The program provides financial assistance to qualified individual homeowners in the form of

deferred payment loans, repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the loan maturity date, whichever occurs first (HSC §50650.3(c)(1)). The Loan shall be up to a 30-year term (Guidelines Section 7726, subd. (c)(5-6)). The standard agreement was not executed until January 2022, effective January 18, 2022 through May 25, 2025.

On March 22, 2022, the City issued a Request for Qualifications (RFQ) to establish a prequalified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program with a proposal due date of May 12, 2022. Two (2) firms submitted proposals: Neighborhood Housing Services of Los Angeles County (NHSLA) and San Gabriel Valley-Habitat for Humanity. The proposals were evaluated based on the established criteria identified in the RFQ including compliance with the requirements, project understanding, experience, responsiveness and flexibility, experience of assigned staff, schedule efficiency, and references.

Staff recommends City Council approve a professional services agreement with Neighborhood Housing Services of Los Angeles County (NHSLA), as the most responsive, responsible bidder, to administer and implement the CalHome Owner-Occupied Home Repair program for a total amount not-to-exceed (NTE) 20% of the grant amount or \$200,000.00 and authorize the City Manager to execute the agreement.

Staff report prepared by Angie Hernandez.

ATTACHMENT(S):

- A. Resolution No. 22-80
- B. Proposal for Services
- C. Draft Professional Services Agreement

ATTACHMENT A

RESOLUTION NO. 22-80

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES
COUNTY TO ADMINISTER AND IMPLEMENT THE CALHOME
HOME REPAIR PROGRAM

WHEREAS, in October 2020, the City submitted grant funding request to the State for CalHome funding; and

WHEREAS, in Spring 2021, the City was notified the 2020 Notice of Funding Availability (NOFA) was being awarded \$1,000,000.00 for the CalHome owner-occupied home repair program from the California Department of Housing and Community Development (HCD); and

WHEREAS, on March 22, 2022, the City Council authorized staff to issue a Request for Qualifications (RFQ) to establish a prequalified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program; and

WHEREAS, on May 12, 2022, the City received two (2) proposals for the solicited services; and

WHEREAS, the City staff evaluated the proposals and determined that Neighborhood Housing Services Of Los Angeles County submitted the most qualified and comprehensive proposal to provide the subject services for the project; and

WHEREAS, the City staff determined that Neighborhood Housing Services Of Los Angeles County was the most responsive, responsible bidder for the project; and

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 to establish a prequalified list of firms for grant program administration and select a firm to administer and implement the CalHome Owner-Occupied Home Repair program, the City Council hereby finds that NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY has submitted the most qualified proposal, in the amount not-to-exceed (NTE) 20% of the grant amount or \$200,000.00.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute a professional service agreement with Neighborhood Housing Services of Los Angeles County in the amount not-to-exceed (NTE) 20% of the grant amount or \$200,000.00. The City Attorney may amend the agreement as to form. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

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

PASSED, APPROVED and ADOPTED this 27th 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. 22-80 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 27th 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

Request for Qualifications

CalHome Owner-Occupied Home Repair Program

NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY



Introduction

Neighborhood Housing Services of Los Angeles County (NHS) is a 501(c)(3) nonprofit organization headquartered at 3926 Wilshire Blvd, Suite 200 in Los Angeles, CA. Our second office, the Center for Sustainable Communities (CSC), is located at 1051 West Rosecrans Avenue in Compton, CA. NHS is a HUD certified housing counseling agency and a national NeighborWorks America network affiliate. We currently have a staff of 42 full-time employees.

Our mission is to serve as a catalyst for local residents, business, and government agencies to work together to build stronger neighborhoods, improve the quality of life for low-to-moderate income families and to revitalize communities into neighborhoods of choice. NHS strengthens communities through the development and maintenance of quality affordable housing, creation and preservation of affordable homeownership opportunities, providing financial education, and supporting local public agencies to meet their affordable housing objectives through program planning, management, and implementation. The organization offers (5) core services: Financial Education and Counseling, Affordable Mortgage Lending, Project Management Services (home repair and rehabilitation), Mission-Driven Real Estate Services, and Neighborhood Revitalization & Advocacy.

Since 1984, we have developed and rehabilitated more than 26,700 housing and commercial units, placed 4.7 million families on the road to homeownership, created 255 block clubs, employed over 260 youth, and reinvested more than \$7.3 billion back into some of our County's most underserved neighborhoods. Many of these accomplishments were achieved through partnerships with local municipalities throughout Los Angeles County.

The organization has extensive experience administering and implementing of various housing programs, including homebuyer assistance, new construction, and home repair programs. NHS has the unique ability to have widespread community reach through their standing and partnerships with community block groups and other organizations. NHS is well versed in federal, state and local regulations and guidelines. NHS ensures the programs implemented are successful and comply with all programmatic requirements. NHS welcomes the opportunity to partner with the City of South El Monte for the CalHome program.

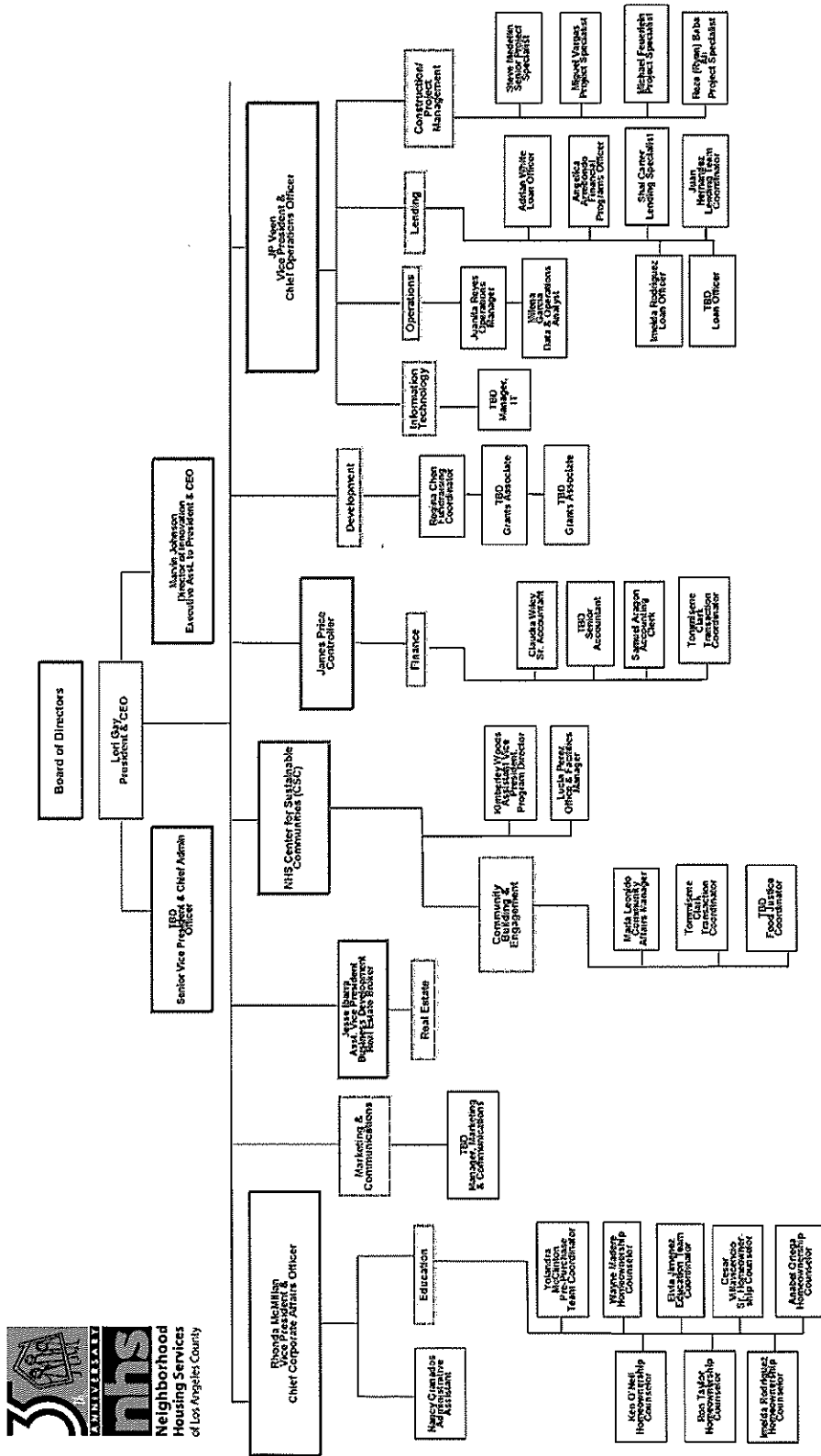
Primary Contact:

Lori R. Gay
President & CEO

3926 Wilshire Blvd., Suite 200
Los Angeles, CA 90010
Phone: 213-381-2862
Fax: 213-487-3885
E-mail: development@nhslacounty.org
Website: www.nhslacounty.org

1. Consultant

The following Organizational Chart reflects the agency's lines of responsibility.



27.02. Monday

Organizational capabilities met by key personnel include program management, project oversight, strategic planning, data tracking, and program implementation. Combined, NHS' staff are exceptionally qualified to contribute to the advancement of this project for the City of South El Monte. **NHS is led by:**

- **Lori Gay - President and CEO**

Lori has worked in the community development field for over 35 years and has focused her efforts on rebuilding impoverished communities and creating mechanisms for community empowerment and ownership. Ms. Gay has served on numerous boards and community coalitions which further social policy agendas and implementation of community development initiatives. She is a member of the Board of the Federal Home Loan Bank of San Francisco, Co-chair of the national Black Community Developers Group, JP Morgan Chase Advisory Council, and National Stabilization Task Force. Some of her activities have included serving as Chair of the California Organized Investment Network (COIN), a former Board Member of the Federal Reserve Bank of San Francisco Los Angeles Branch, the California Housing Finance Agency, and the National NeighborWorks Association. Ms. Gay has worked for NHS since 1990, holds an M.B.A. degree from Pepperdine University and a B.S. degree in Development, Resource and Consumer Economics from the University of California at Davis.

- **Rhonda McMillan - Vice President and Chief Corporate Affairs Officer**

Rhonda joined NHS of Los Angeles County in 2002. A Chicago native, she relocated to California in 1984. Among her numerous responsibilities, she handles corporate governance and relationship management for the organization, corporate investments, Human Resources, as well as tenant relations and property management of the NHS headquarters site, and the Center for Sustainable Communities in Compton, California. Her previous employment includes having worked at the UCLA School of Medicine, Department of Obstetrics and Gynecology in Gynecologic Oncology, for the Visiting Nurses Association (VNACare) in Glendale, and as a Communicable Disease Investigator for the City of Chicago, Department of Health. Rhonda attended Loyola University in Chicago, and Chicago State University.

- **J.P. Veen - Vice President and Chief Operating Officer**

J.P. has 20 years of experience in finance and operations management. He joined the NHS staff in March 2008 and in this capacity, is currently responsible for direct supervision of the Lending, Construction, Information Technology, and Operations Departments to ensure that production and reporting in all areas are analyzed, developed, and maintained effectively. JP attended Pasadena City College. He brings considerable experience and skills to his position, including a number of years in the lending field. Immediately prior to joining us, J.P. was employed as Team Manager of the Retail Call Center at Countrywide Home Loans. He has also worked in management positions at ALG Capital and Aames Financial Corporation.

- **James Price - Controller**

James has been a member of NHS' finance department since June 2019 as Controller. James is responsible for overseeing an annual budget of over \$22MM. He is also responsible for the financial management of investments, and real estate and construction account management. James has a B.S. in Business Administration with a major in Finance with a concentration in Financial Management and Investments from

California State University, Long Beach. Most recently he was the Accounting Manager/Acting Controller for Squar Milner in Newport Beach. Prior to that, he had worked in various accounting management positions at Anajet, Inc., Outsource Technical, Omni Financial Management Group, and for Robert Half International.

This project in particular will be supported by the following staff members:

- **Jesse Ibarra—Assistant Vice President & Director of Business Development:** Jesse joined NHS in 2012. Jesse is involved in acquisition, disposition and real estate sales, managed municipal contracts and supports the Community Building team. He is a licensed Real Estate Broker and brings over 13 years of experience in residential and commercial real estate.
- **Elvia Jimenez—Education Team Manager:** Elvia is responsible for coordinating the overall team management and service delivery effort; organizing all pre/post-purchase classes and home maintenance classes as well as personal finance/budgeting and foreclosure prevention courses. Elvia also is responsible for working with clients to do case management, 1:1 counseling and loss mitigation supportive services. Elvia is a California Licensed Realtor and speaks fluent Spanish.
- **Yolandra McClinton—Pre-Purchase Team Manager:** Yolandra helps facilitate the pre-purchase team at NHS, conducts the personal finance and budgeting and foreclosure prevention courses of the Homebuyer Education and Fast-Track classes; she manages this program by recruiting, coordinating, teaching classes, conducting account maintenance, one-on-one counseling and case management. Yolandra also works closely with homeowners to review loan files for predatory practices. Yolandra is a California licensed realtor.
- **Steve Medellin—Senior Project Specialist:** Steve Medellin joined NHS in February 2006 as a Construction Specialist performing property inspections, work write-ups, and monitoring on job sites. He was subsequently promoted to Sr. Construction Specialist. Steve attended Los Angeles Mission College where he studied Liberal Arts. Steve has approximately 13 years of experience in the construction industry, including positions as a Rehabilitation Construction Specialist with the City of Los Angeles in the Main Projects Division and the Handyworker Program. Steve is certified as a Lead Related Construction Supervisor/Project Monitor.
- **Miguel Vargas—Senior Project Specialist.** Miguel inspects affordable housing and new construction improvement for Single-Family Homes, reviews project designs for lead abatement, prepares specification and cost estimates, and performs home safety inspections for clients. Miguel is a licensed General Contractor and Engineer.
- **Reza “Ryan” Ali—Project Specialist:** Prior to joining NHS, Ryan was the Construction Superintendent for J. Rezai Construction where he managed all aspects of the day to day construction operations which included managing subcontractors and their performance, and conducting inspections. Ryan has a Bachelor’s in Mechanical Engineering from Azad University, and is fluent in Farsi.
- **Michael Feuerlein—Project Specialist:** Prior to joining NHS, Michael was the Foreman for Bohr Construction, a custom home builder located in Fullerton, CA. where he was in charge of conducting all daily construction activities, including project inspections. Before relocating to Southern California, Michael was the Operations Superintendent for Infrastructure Corporation of America in Williamsburg, VA.

- **Juanita Jimenez-Reyes — Operations Manager:** Juanita oversees all operations matters on lending, counseling, and service delivery. She also oversees NHS' data systems and ensures effective and accurate tracking of client information. She has worked for NHS since 2001, and has had varying roles that provide strategic support and direction for the operations of the Company.
- **Milena Garcia—Data & Compliance Officer:** Milena is responsible for data management, reporting analysis, and general oversight of NHS' customer relationship management (CRM) software, Salesforce. She manages compliance and evaluation and works with a staff team to help ensure compliance and reporting are efficient and effective. She gathers, prepares, and interprets pertinent financial, strategic and operating data to assist with financial operations.
- **Maria (Joana) Leonido—Community Affairs Manager:** Maria administers outreach programs and events under the direction of the President and CEO. She partners with NHS staff and resident leaders to develop and expand NHS's programs to enhance the quality of life in neighborhoods throughout Los Angeles County. She also works closely with strategic allies on various local and county wide policy campaigns.

This project will be advanced by seasoned construction specialists. Please refer to the attached resumes for information about their professional licenses. The individuals working on this program have the capacity to provide services in English, Spanish, and Farsi.

Overall Project Management: JP Veen – Vice President and Chief Operating Officer: J.P. has 20 years of experience in finance and operations management. He joined the NHS staff in March 2008 and in this capacity, is currently responsible for direct supervision of the Lending, Construction, Information Technology, and Operations Departments to ensure that production and reporting in all areas are analyzed, developed, and maintained effectively. JP attended Pasadena City College. He brings considerable experience and skills to his position, including a number of years in the lending field. Immediately prior to joining us, J.P. was employed as Team Manager of the Retail Call Center at Countrywide Home Loans. He has also worked in management positions at ALG Capital and Aames Financial Corporation.

Day-to-Day Project Lead: Steve Medellin — Senior Project Specialist: Steve Medellin joined NHS in February 2006 as a Construction Specialist performing property inspections, work write-ups, and monitoring on job sites. He was subsequently promoted to Sr. Construction Specialist. Steve attended Los Angeles Mission College where he studied Liberal Arts. Steve has approximately 23 years of experience in the construction industry, including positions as a Rehabilitation Construction Specialist with the City of Los Angeles in the Main Projects Division and the Handyworker Program. He also worked construction and project management for Bears & Cubs Construction in Aqua Dulce, California. Steve is certified as a Lead Related Construction Supervisor/Project Monitor.

2. References

Harriett Mendoza – 213-399-4600 – NHS Home Rehab/Project Management Services
 Leroy Thomas – 310-892-4066 – NHS Home Rehab/Project Management Services
 Yolanda Osuna – 323-547-4122 – NHS Home Rehab/Project Management Services
 Robert and Michele Bruce – 310-769-4893 – NHS Home Rehab/Project Management Services
 Katherine Sledge – 323-295-5457 – NHS Home Rehab/Project Management Services
 Mildred Fisher – 213-479-7121 – NHS Home Rehab/Project Management Services
 Sharon Robinson – 323-828-3703 – NHS Home Rehab/Project Management Services

B. COMMITMENT TO PROJECT

Key team members have been a part of the organization for many years and are dedicated to the work they perform to improve communities throughout Los Angeles County. The overall project lead has been with NHS since 2008 and the day-to-day project lead since 2006, respectively. NHS is committed to establishing and maintaining a long-term, professional relationship with the City of South El Monte. NHS has assigned highly skilled, long-term staff to this project and all are expected to be with the organization for the duration of the multi-year contract period. While changes to key staff are not anticipated, NHS will seek prior City approval should circumstances require such a change.

C. WORK PLAN/SCOPE OF SERVICES

NHS understands the City is seeking statements of qualifications from organizations to establish a pre-qualified list of consultants to administer federal, state and local grants. The City plans to select the most qualified consultant to manage and implement the CalHome Owner-Occupied Home Repair Program. The program targets low-income (incomes at or below 80% of the area median income adjusted for household size) homeowners of single-family units and seeks to improve the quality of life for residents by making much needed minor home repairs. The program will also benefit elderly and disabled households and target assistance to repairs that correct health and safety code deficiencies. Making such repairs preserves the existing housing stock and helps promote neighborhood stability.

The CalHome Owner Program aids homeowners through a grant up to \$40,000. NHS will ensure all participants meet the income eligibility requirements and that all repairs are made in accordance with applicable federal state, and local regulations and guidelines. NHS will also ensure there are complete files maintained for each program participant for income eligibility, housing unit eligibility and the construction process.

Approach

NHS will provide comprehensive administrative, coordination, and selection of general contractor services for the City's Residential Rehabilitation Program. NHS will be responsible for the following tasks:

Program Development and Marketing

- Participate in the evaluation of the City's proposed program and recommend program changes which address the City's housing needs.
- Revise and update the City's housing program procedures manual as necessary.
- Prepare bilingual program marketing materials including the preparation of press releases, brochures, public notices and other promotional materials.
- Develop and implement new programs as requested.
- Develop and maintain a project tracking system in order to expedite project scheduling and monitoring, accounting, required agency reports and advertise and update contractors bid list updating all pertinent information.
- Maintain a filing system for each applicant with all necessary documentation, in compliance with federal, City, and State standards.

- Prepare monthly status reports for the City and other governmental units, and complete quarterly performance reports as required by the City.
- Meet with HUD and other state and local representatives on behalf of the City during any required monitoring engagements.

Program Management

- A. Applicant Eligibility: Pursuant to federal, state and local regulations, review client applications to determine the Applicant's financial and eligibility status, i.e., analyze required tax returns, household composition, employment and earnings history, and confirm ownership status as follows:
 1. Obtain all required documents of income including Pay stubs, Social Security, Pensions, rent, etc.
 2. Obtain title report, property profile or other proof of property ownership.
- B. Preparation of Work Specifications, Cost Estimates, Inspection Services and Construction Management.
 1. Conduct property inspections to identify requested work eligibility under the Community Development Block Grant Program Guidelines, as well as meeting the City of El Monte's building code and Planning Department's requirements.
 2. Prepare work write-ups, describing necessary repairs and improvements including line-item cost estimates.
 3. Obtain required signatures, bid preparation and management, perform bid opening, evaluate bids, assist owner with bid selection.
 4. Keep updated Contractors' lists with all eligible requirements including proof of insurance, verification with the federal Excluded Parties Listing System, and California Contractor's State License Board, and the State Department of Industrial Relations (DIR).
 5. Procure Lead/Asbestos inspections and comply with findings.
 6. Obtain photos for Historic Preservation, work to be done, work in progress, and completed improvements. Take "before and after" photos for client files.
 7. Final inspection and close out project with all necessary lien releases, notices of completion and Building Inspector's final sign off. Interface with the City's Building and Planning Divisions as necessary.
- C. Prepare all required documents and Contracts on City of S. El Monte's approved forms.
- D. Prepare and provide (with required signatures) all payment requests to City staff, including lien releases, change orders, and all other required documents.

Housing Rehabilitation Contractor

As stated earlier, NHS has developed and rehabilitated more than 26,700 housing and commercial units throughout Los Angeles County. As a Project Manager, examples of the repairs we can manage to local general contractors providing include, but are not limited to:

- External and internal residential structure improvements/repairs;
- General exterior facade repairs and replacement of roofs, sidings, exterior paints,

- landscaping;
- Mechanical upgrades including HVAC, plumbing, and electrical;
- Construction of additions, bathrooms and garages;
- Site work including foundations, flat work, demolition and excavation;
- Interior general remodeling including kitchens, bathrooms, drywall, painting, flooring.

Scope of Work

A. Evaluation Process

- Evaluate each project and funding requirements.
- Conduct a rehabilitation inspection to assess the repairs needed
- Complete a work write-up for the needed repairs
- Make a recommendation submit it to the City for review and approval

B. Rehabilitation and Construction Process

- NHS shall bid out the job to local general contractors who will complete the work as approved by the work write-up;
- NHS will oversee the work of the Contractor who will provide all labor, equipment, supplies, and administrative support for project completion. If lead and/or asbestos abatement is necessary, the lead/asbestos-related work shall be completed by certified staff and the Contractor shall obtain a post lead/asbestos clearance;
- NHS shall submit to the City a request for final inspection and payment, with a breakdown of charges specific to each project. Breakdown shall include at a minimum labor, materials, and fixed administrative costs.

C. File Maintenance and Reporting

- NHS will complete and maintain a file folder for each project, which shall include "before and after" photos, and all documentation and records required by the City. All additional documentation required to ensure compliance of all funding requirements and regulations shall also be included in the file folder.
- NHS will provide status reports for each project in accordance with the project schedule.
- NHS will provide monthly and/or quarterly reports as may be required.

D. SCHEDULE

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

NHS proposes the following work scheduled for the project:

Month 1- Month 2 – Outreach and marketing provides client leads to Project Specialist who conducts initial inspection, prepares work write up and reviews with client. Client approves Scope of Work and coordinates potential bidding process with Project Specialist. Simultaneously, the NHS lending team reviews income eligibility of the client and capacity to

participate in the home repair grant program. If client deemed eligible, the project proceeds forward to the bidding process.

Month 3 – Approved project is bid, Notice to Proceed issued and home repair begins. Ineligible projects will receive notice and be placed in the closed files.

Month 3 -5 – Home repair work completed and Notice of Completion filed with the City as appropriate.

Note: The process can be expedited depending upon client home repair needs and urgency regarding the work being completed.

E. COMPENSATION/FEE SCHEDULE

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

In accordance with the guidelines for HCD funds, administrative costs will not exceed 20% of the overall award. NHS understands that HCD guidelines also state no more than 10% of the administrative funds can be used on a per-loan basis. NHS proposes the following fee schedule to manage and implement this program:

Project Tasks –

- Outreach and Marketing -- \$30,000
- Client Intake & Eligibility Assessment -- \$50,000
- Home Inspection, Work Write Up -- \$40,000
- Project Bid & Management -- \$80,000

F. EXPERIENCE

NHS' construction services staff has more than 140 years of combined experience and expertise in the home construction industry, building trustworthy relationships with hundreds of local contractors, and doing contract activities of similar work. Our Construction Team serves as technical advisors for both homeowners, local block clubs and contractors. We work to help get projects finished on time and within budget. We offer assistance with: Managing the Bid Process; Selecting the Contractor; Project Oversight; Conflict Resolution Services.

- *Home Inspections:* Our NHS Project Management Team is certified in conducting comprehensive home inspections to help potential buyers with their pre-purchase inspection and homeowners who may have been cited by the City and are in need of home repair assistance.

- *Home Safety Awareness:* Our Project Specialists are trained to inspect homes and to advise homeowners on potential repairs that would ultimately increase property values and help make their homes healthy and safe.
- *Lead Abatement & Code Compliance:* We are certified as Lead Abatement Supervisors and have extensive experience in facilitating efforts to help make homes environmentally safe and compliant with local building codes.
- *Home Rehabilitation:* For existing homeowners, NHS provides home improvement loans and refinancing assistance. Our Project Specialists will provide project management services as a part of the home rehabilitation process.

We have served the following municipalities and government entities in managing the delivery of and/or advisory services for housing, and community development services, during the past five years:

- **City of Compton** – NHS is the current manager of the City's home rehabilitation and first-time homebuyer programs. Contract Amount: \$1,200,000. Dates Administered: **2020 to present**
- **City of Pasadena** – NHS manages the city's Home Rehabilitation contract that includes providing loan and construction project management services for low-income families throughout underserved neighborhoods in the city. The contract was monitored by HUD, and NHS successfully passed all audits with no findings. Contract Amount: \$250,000. Dates Administered: **2008 to present**
- **Cities of Downey, Norwalk, Pico Rivera, Huntington Park** – Home Rehab, Homebuyer & Lead Abatement contracts – NHS managed these contracts for each of the cities to help facilitate creating new homebuyers and/or helping existing homeowners maintain and preserve their homes. Contract Amount: \$20,000-\$350,000. Dates Administered: **Downey 2020 to present; Norwalk 2015-2018; Pico Rivera 2014 to 2018; and Huntington Park 2015 to 2018**
- **City of Inglewood** – Solar Home Rehab & NSP2 contract partner – NHS completed its three year contract of solar home rehab, which included providing solar roofs and full scale home rehabilitation to low-income residents citywide. Upon successful completion, NHS then partnered with the city to help facilitate the NSP2 program expending more than \$10MM of HUD funding for families. NHS and its city partners passed all audits and monitoring visits by HUD and OIG. Contract Amount: \$1,400,000. Dates Administered: **2008-2010 and 2010-2014**
- **California Department of Housing and Community Development (HCD)** – While most of the funding for the State of California was Proposition A funded, the state uses federal reporting standards to help ensure that the program is accurately and adequately tracked. NHS does all client intake, loan processing/approvals, loan funding and closing and tracks all clients using Encompass software. The software is geocoded and also provides extensive demographic information per client and is used to show the impact that the

funding has on low-income neighborhoods. NHS' construction team also provides project management services for clients who desire to use CalHome funds for home purchase (pre-purchase inspections) and for home repair. Providing project feasibility, cost management and contractor oversight supports low-income clients to stay on budget with timely and high quality home improvements. NHS was most recently awarded \$18.3MM for home repair and downpayment assistance for low-income buyers, and \$3.8MM to facilitate disaster recovery in communities impacted by the 2018 and 2019 fires in Los Angeles County. The HCD CalHome contract has been a part of NHS' portfolio for more than 20 years. NHS has passed all audits with no findings. Dates Administered: **2000 to present**

G. Additional Info (Key Staff Resumes, 35-year Impact Report)



JEAN-PAUL VEEN

EDUCATION

- Pasadena City College
Pasadena, CA

PROFESSIONAL PROFILE

Jean-Paul "J.P." provides a wealth of proficiency and consciousness since joining NHS' Operations Department in 2008. J.P. delivers effective and inspiring leadership, as well as being actively involved in all programs and services. He implements and leads continuous quality improvement processes throughout the housing programs and service areas, focusing on systems and process improvement. In addition, J.P. oversees daily operations for multiple business lines and lending programs within the organization. J.P. also develops and executes operations that are consistent with the strategy of each line of business within the organization and he works in unison with the senior operations management team, in order to strategize and manage budgetary aspects for multiple business lines.

PROFESSIONAL EXPERIENCE

Neighborhood Housing Services of Los Angeles County
*Vice President and Chief Operations Officer (2012 to Present), and
Operations Manager (2008 to 2012)*

As the Vice President and Chief Operating Office, J.P. organizes the Construction Department by providing corporate asset management, construction process management, project oversight, contract management, spec development, scheduling, and project budget management. He organizes the Lending Department by providing loan production activity oversight. This includes developing, planning and administering the implementation and execution of multiple lending solutions which encompass NeighborhoodLIFT, Project Reinvest, HUD (Housing and Urban Development) Neighborhood Stabilization Program, CalHome and other niche lending programs, in order to streamline processes and file flows.

While working in the IT Department, J.P. oversees all aspects of IT and IT vendor management. He also designs and implements server upgrades and multiple equipment refreshes, as well as designs and implements phone system upgrades and multiple Telco System upgrades. Moreover, he implements remote working protocols to address COVID-19 work requirements and social distancing which includes the implementation of Zoom as a communication and learning platform.

As an Operations Manager, J.P. directly supervises both the IT and Operations Departments and provides NFMC (National Foreclosure Mitigation Counseling) Grant production management, production reporting, and grant compliance management. He is also responsible for all data and processing functions, alongside process flow designs, implementations, and successfully fulfilling processes for data quality management.

PROFESSIONAL EXPERIENCE *continued*

Countrywide Home Loans

Branch Manager, National Retail Call Center (2003 to 2007)

As a Branch Manager of a National Retail Call Center, J.P. both motivated and inspired Account Executives by actively engaging in all areas of the loan process, which included Prime, Alt-A and Non-Prime loan origination. He assisted in the training of employees, recruiting, staffing and related human resource matters, and was accomplished in all related technologies, including DU: Desktop Underwriter; LP: Loan Prospector; Virtual Loan File; and CLUES (CHL Proprietary).

He sustained a pipeline of up to 200 active loans per month and he was also responsible for pipeline management and forecasting, while implementing and managing Business-to-Business, affinity and private label origination management. Additionally, J.P. increased sales from branch inception to over \$144 million in annual funded volume. He managed 22 Account Executives and Operations staff in a call center environment, including predictive dialing systems and Symposium Call Management, along with revenue and P&L management.



STEVEN MEDELLIN

EDUCATION

- Los Angeles Mission College
Sylmar, CA
 - Liberal Arts

PROFESSIONAL REGISTRATION / AFFILIATION

- NeighborWorks Center for Homeownership Education and Counseling (NCHCEC)
 - Sustainable Building (2016)
 - Single-Family Development: New Construction (2016)
 - Rehab Management (2006)
 - Cost Estimation for Rehab Specialists (2006)
 - Design and Specification for Rehab Specialists (2006)
- Fred Pryor Seminars CareerTrack
 - Project Management Workshop (2018)
 - Managing Projects and Deadlines (2015)
- Skillpath Seminars/International Association for Continuing Education and Training/NASBA
 - Management and Leadership Skills (2009)
 - Excelling as a First-Time Manager or Supervisor (2007)

PROFESSIONAL PROFILE

Steven has been an irreplaceable member of NHS' Construction Department since 2006. He has been a Director of Construction, a Senior Construction Specialist and is currently a Senior Project Specialist. He is an experienced manager with a solid background in construction project management, project planning, quality control, and, operation and production management. Steven works with city officials and building and safety inspectors to help homeowners find ways to comply with substandard orders and compliance issues. He also collaborates with different department managers within NHS to create an acquisition/rehab feasibility analysis, inspection reports and property restoration unit cost guidelines. Steven is also aware of the development and deployment of strategies and resources to align with business growth and new product introductions. Furthermore, he governs conflicting interests and opposing priorities, while managing staff interactions at all levels, in order to build a world-class workforce that creates competitive advantages by recruiting, developing, and retaining top talent.

PROFESSIONAL EXPERIENCE

Neighborhood Housing Services of Los Angeles County *Senior Project Specialist (2006 to Present)*

As a Senior Project Specialist, Steven is responsible for analyzing property profiles, city range files and property activity reports prior to initial inspections. He provides inspections of affordable housing and new construction improvements for single family homes. He reviews project designs for lead abatement, prepares specification and cost estimates, evaluates and processes project disbursements and monitors construction projects. Furthermore, Steven coordinates construction processes from the developmental stage through to final construction in order to make sure that the project is completed on time and within budget. He oversees selections of general contractors to complete all specifications such as structural, plumbing, electrical, paint, and flooring installations. He manages the department staff activities, production and work flow, while interfacing with managers, developers, contractors and homeowners. He also provides educational presentations at workshops for first time buyers and existing homeowners.

As a Director of Construction, Steven oversaw the policies and procedures for the (NSP) Neighborhood Stabilization Program Grant worth over \$60 Million. He was engaged with NHS' acquisition department to obtain properties to rehab and resale to program-approved low to moderate income buyers. He was also responsible for implementing a new project tracking system called Community Central. He collaborated with NHS' construction specialist and development partners and administered operational duties inspecting potential acquisition properties, approving any NHS' construction



STEVEN MEDELLIN

PROFESSIONAL REGISTRATION / AFFILIATION continued

- HomeSafe Environmental Training
 - Lead Related Construction Supervisor/Project Monitor (2007)
- FEMA Professional Development
 - FEMA P-50 and FEMA P-50-1 Simplified Seismic Assessments (2015)

SKILLS OF NOTE

- APIC Educational, Certified Inventory Control (1999)
- (CGBP) Certified Green Building Professional (2009)
- California Department of Health Services (DHS) Accredited Supplemental Training Course
- Lead Related Construction Supervisor/Project Monitor

PROFESSIONAL EXPERIENCE *continued*

specialists and working with developmental partner's feasibility analysis. He assigned NHS' construction specialists to continue with producing labor write ups for approved feasibility projects, and to send out scopes of work for bidding contractors, in order to complete bid comparisons for pre-project approval. Steven engaged with NHS' construction specialist and contractors to negotiate and finalize pricing and to execute project contracts. Steven also conducted weekly meetings and random project visits to confirm project statuses. Furthermore, he audited and reviewed project files for compliance audits from (HUD) Housing and Urban Development, as well as implemented and organized materials for project rehabilitation. He also negotiated pricing with material vendors and provided senior management with quarterly reports and updates about all projects.

Steven's rehabilitation completions are as follows:

- 2015 – 2016: 17 rehabs completed (\$1.4 Million in Rehab Costs)
- 2014 – 2015: 30 rehabs completed (\$2.4 Million in Rehab Costs)
- 2010 – 2014: 141 rehabs completed (\$11.3 Million in Rehab Costs)

City of Los Angeles, Housing Department – Major Projects Division *Rehabilitation Construction Specialist (2005 to 2006)*

As a Rehabilitation Construction Specialist, Steven inspected affordable, rehabilitated housing and new construction multi-unit projects. He referred lead projects to the approved program contractors for Lead Abatement. He also reviewed, verified, and submitted invoices for ongoing construction. Additionally, he interfaced with managers, developers, contractors, accounting, and customers to ensure smooth project developments. Moreover, Steven interacted with the public both telephonically and face to face to ensure the most accurate exchange of program information and to give referrals where necessary.

Watts/Anderson Barrows, Palmdale, CA *Inventory Control Cycle Counter (2001 to 2005)*

As an Inventory Control Cycle Counter, Steven performed machine setups, and handled changeovers and troubleshooting. He maintained the flow of materials, product inspections, as well as coiling and packaging of the completed products. He developed and maintained a database to track inventory of all raw-to-manufactured materials for the accurate quality control of materials. In addition, he balanced inventory efficacy for forecasting and capacity planning, and he also cycle counted throughout the plant and identified slow moving and obsolete inventory.

EDUCATION

- Azad University
Tehran, Iran
 - Bachelor of Mechanical
Engineering (2004)

SKILLS OF NOTE

- Bilingual fluency in both
English and Farsi

SPECIAL ACHIEVEMENTS

- United States Army
 - Military Service Rank E-4
(2019)

PROFESSIONAL PROFILE

Ryan has been a crucial member of NHS' Construction Department since joining April of 2021. He is a versatile, goal-oriented team member with experience supporting the strategic direction of large-scale projects, setting budgets, and managing risks. He achieves overall goals and exceeds company expectations by coordinating cross-functional departmental efforts between owners, investors, contractors, traders, technicians, product development, validation, and quality assurance teams.

PROFESSIONAL EXPERIENCE

Neighborhood Housing Services of Los Angeles County
Project Management Specialist (2021 to Present)

As a Project Management Specialist, Ryan manages the process of scope definition, change control, estimating and contract negotiations. He also initiates and executes plans to ensure risks are mitigated and opportunities are recognized. Additionally, he ensures baseline project documents are produced, maintained and made available to all parties and effectively used. He also ensures assigned projects are correctly planned and managed during execution, and he establishes professional relations with customers to ensure customer satisfaction. Ryan reports financial, resources, technical issues, and status of assigned projects to management while monitoring and controlling the financial status of projects..

J.Rezai Construction
Construction Superintendent (2019 to 2021)

As a Construction Superintendent, Ryan manages selected subcontractors by oversight evaluating through monitoring and controlling performance. He meets operational standards by contributing construction information to strategic plans and reviews and by implementing production, productivity, quality, and customer-service standards. He resolves problems; identifying construction management system improvements and meets construction budgets by monitoring project expenditures. In addition, Ryan identified variances; implementing corrective actions, providing non-project annual operating and capital budgeting. He provided construction project results by defining project purpose and scope, as well as calculating required resources. Moreover, Ryan demonstrated standards and protocols, allocating resources by scheduling and coordinating staff and subcontractors. He evaluated milestone assumptions and conclusions, resolving design challenges, and evaluating and implementing change orders.

PROFESSIONAL EXPERIENCE *continued*

Ryan also approved construction projects by conducting inspections at critical phases and prevented fines and interruptions by complying with, and enforcing, state codes. He maintained safe, secure, and healthy work environments by following and enforcing company standards and procedures, while complying with legal regulations. Ryan also maintained and updated industry knowledge by tracking and understanding emerging construction practices and standards.

Miller Honda of Los Angeles

Sales Representative (2013 to 2016)

As a Sales Representative, Ryan converted showroom visitors into customers by acknowledging client needs and interests. He increased product knowledge by becoming familiar with product characteristics, capabilities, and features. He provided potential customers with detailed information while demonstrating vehicle features. Also, Ryan maintained reporting structures, recording sales and inventory on CRM software.

Caterpillar

Parts/Service/Sales Supervisor (2005 to 2013)

As a Supervisor, Ryan provided all assigned customers with consistent communication and product knowledge. He pursued new business opportunities, and planned effective sales calls while sustaining objectives and services. Ryan also promoted upsell opportunities and communicated effectively with Warren leadership. Ryan was responsible for company profits and initiating market strategies, utilizing essential advertising campaigns on available products. Additionally, Ryan was responsible for document completion and he maintained accurate records and activities in CRM.



Neighborhood
Housing Services
of Los Angeles County

MICHAEL FEUERLEIN

EDUCATION

- Fullerton Community College
Fullerton, CA
 - Welding Technology

PROFESSIONAL PROFILE

Michael has been an essential member of NHS' Construction Department since joining April of 2021. He has a firm knowledge of all construction related equipment, processes and requirements and he is skilled in plan/blueprint reading, as well as framing, plumbing, electrical, drywall, painting, carpentry finish, cabinetry and welding. Michael is well versed as a builder and manager and has strong leadership and planning abilities.

PROFESSIONAL EXPERIENCE

Neighborhood Housing Services of Los Angeles County *Project Management Specialist (2021 to Present)*

As a Project Management Specialist, Michael is responsible for performing home inspections, developing work specifications, and providing construction management on home rehabilitation projects. He possesses strong knowledge of local, state and federal building codes, and experience with construction software such as Buildertrend. Michael also conducts bid/contract negotiations, and oversees multiple resale projects from conception to completion.

Bohr Construction *Foreman (2012 to 2021)*

As a Foreman, Michael provided custom home building and home remodeling, while being the point of contact between the construction workers and supervisors. He was also in charge of conducting all daily construction activities and ensuring that everything ran smoothly at the construction site. He was able to run the construction site effectively due to his organizational skills and attention to detail. Michael's duties also included creating schedules for the workers, overseeing the quality of the site, and managing the budget. This also involved reporting the progress of the project to his superiors.

Infrastructure Corporation of America *Operations Superintendent (2003 to 2012)*

As an Operations Superintendent, Michael was responsible for promoting and ensuring site safety, and maintaining effective communication with Project Team members on all construction matters. He provided comprehensive knowledge of day to day field operations for assigned projects including project planning, coordinating, sequencing and scheduling of work, and supervising subcontractors and vendors to ensure the work is completed on time and within budget while adhering to Company safety and quality standards. He also planned and executed all daily construction and maintenance tasks while maintaining the fleet vehicles. Moreover, Michael developed and maintained client relationships with project representatives, the design team, local jurisdictions, and the community.



Neighborhood
Housing Services
of Los Angeles County

MIGUEL VARGAS

EDUCATION

- University of California
Los Angeles, CA
 - Civil and Electrical
Engineering (1986)
- Cal Poly, Pomona
Pomona, CA
 - External Degree
Architecture (1982)
- St. Bernard High School,
Playa Del Rey, CA
 - Honors Graduate (1986)

PROFESSIONAL REGISTRATION / AFFILIATION

- NeighborWorks America
Training Institute
 - Project Management for
Construction & Rehab
(2018)
 - Housing Production
Management (2018)
- Rochlin & Baran, AIA &
Associates, Architects &
Engineers, Work Study
Apprenticeship
- Fred Pryor Seminars
CareerTrack
 - Project Management
Workshop (2018)

PROFESSIONAL PROFILE

Miguel has been an invaluable member of NHS' Construction Department since 2017. His vast knowledge of construction, engineering and the housing stock makes him an asset to the Construction team. Miguel has Certificates of Completion in Project Management and in Construction & Rehabilitation. Prior to joining NHS, Miguel owned his own Inspection Services firm, and was employed as the Warehouse/Operations Manager for Rosens Electrical Equipment and Company.

PROFESSIONAL EXPERIENCE

Neighborhood Housing Services of Los Angeles County *Project Specialist (2017 to Present)*

As a Project Specialist, Miguel is responsible for scheduling and inspecting properties for health and safety deficiencies for potential clientele, as well as creating feasibility reports and cost estimates within Buildertrend. Miguel effectively manages rehabilitation and construction projects in a timely manner and maintains projects within budget. A portion of these projects involves scheduling bid walks with potential contractors and inputting all communications with clients into Buildertrend along with all project details, including but not limited to contractor invoices, permits, photographs, and job visits. In addition, Miguel uses HDP software to create scopes of work and visits clients for any signatures needed for payouts, change orders, or needed project modifications. He creates hard files and electronic files of all projects as backup data and contacts and communicates with the City and the County of Los Angeles building officials when needed. Miguel takes periodic educational courses pertinent to his position and remains current with refresher courses for new city/county/state codes, and rules and regulations regarding construction. He proactively provides presentations to potential clients regarding the "Don't Move Improve" for NHS' home rehabilitation program.

Vargas Inspection Services *Owner/Inspector (2003 to 2017)*

As the Owner/Inspector of his own business Miguel was involved in all aspects of business operations including sales, marketing, financial control, customer service, and the physical inspection of homes. He conducted real estate inspections for potential buyers. Inspections included assuring that the core structure of the property is in good and safe structural condition. Additional inspections were performed on plumbing, gas lines, and all electrical wiring for the main panel. Other inspections included roof conditions, installation, foundation, exterior walls and trim, proper operation and condition of all interior fixtures, such as interior walls, doors, windows, floor coverings, appliances, plumbing fixtures, etc., taking into consideration CBC & safety codes. Miguel interacted and communicated with all parties involved in the real estate transaction about any conditions found on the property and created a full computerized inspection report with photos.



Neighborhood
Housing Services
of Los Angeles County

MIGUEL VARGAS

SKILLS OF NOTE

- Bilingual (English and Spanish)
- Certified Forklift Trainer
- First Aid and CPR Trained

PROFESSIONAL EXPERIENCE *continued*

Rosens Electrical Equipment and Co.

Warehouse/Operations Manager (1992 to 2004)

As a Warehouse/Operations Manager, Miguel supervised all aspects of the following departments: Shipping and Receiving, Inventory Control, the Recycling Department and Maintenance, and the Repair Shop. He was responsible for the supervision between 13-25 employees in various departments. He routed all domestic/international inbound and outbound freight, routed daily merchandise to the proper departments, and controlled all freight invoices. Likewise, Miguel negotiate contracts with LTL, TL, Ocean, Air, Rail and Courier companies for the highest discounted percentage. He maintained insurance policies and the upkeep and maintenance of company vehicles. This also included the maintenance of all documentation for fleet inspections by the CHP and DOT. Furthermore, Miguel completed data entry of all daily purchase orders and repaired/refurbished and tested used electrical equipment for resale. He was also responsible for the design and manufacture of medium to high voltage switchgear and the loading and unloading of merchandise, while maintaining customer service at the highest possible standard. Miguel reported directly to the principals of the company regarding projects, and personnel changes.

J.E. Higgins Lumber Co.

Salesman (1989 to 1992)

Miguel's obligations as a Salesman involved sales, customer service, inventory, shipping and receiving.

Home Depot, Inc.

Department Manager (1987 to 1989)

Miguel's responsibilities as a Department Manager encompassed sales, customer service, the performance of "how to" classes for customers, the ordering of stock and inventory for building materials (mill works), paint, lumber, and floor coverings.

Bishop Mora Salesian High School

Educator/Teacher (1985 to 1987)

Miguel taught the following subjects as an educator: history, drafting, math, physical education (health) and religion.

Rochlin & Baran & Associates

Architectural Apprentice (1984 to 1985)

As an Architectural Apprentice, Miguel was tasked with drafting, client presentations and assisting other architects. He is also an Associate Member of A.I.A.

35 YEAR IMPACT REPORT



Mission: NHS serves as a catalyst for local residents, business and government representatives to work together to build stronger neighborhoods, improve the quality of life for families of modest means and to revitalize communities into neighborhoods of choice. NHS strengthens communities through the development and maintenance of quality affordable housing, creation and preservation of affordable homeownership opportunities, support of local leaders, providing financial education and increasing the financial independence of families and people in need.

OUR BUSINESS

- Financial Education and Literacy
- Affordable Lending
- Construction Management
- Mission-Driven Real Estate
- Neighborhood Revitalization and Advocacy

TOTAL SUPPORT AND REVENUES:	\$10,812,690
Grants & contributions	\$9,056,146
Production fees	916,872
Commercial rental income	335,387
In-kind contributions	46,707
Interest and other income	457,778

TOTAL EXPENSES:	\$7,102,428
Program services	6,128,138
Administrative	714,095
Fundraising	260,295

TOTAL ASSETS:	\$77,523,171
Total liabilities	26,068,112
Net assets -	51,455,059
Total liabilities & net assets	77,523,171

CLIENTS SERVED 657,881

HOUSING & COMMERCIAL PRODUCTION UNITS TOUCHED 24,942



DOLLARS REINVESTED

\$7.06 billion

FAMILIES PLACED ON THE ROAD TO HOMEOWNERSHIP

4.6 million

LOW TO MODERATE INCOME FAMILIES SERVED



Under age ↓45 received loan assistance

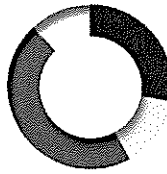
74%

Over age ↑45 received mortgage assistance & foreclosure assistance counseling

70%

Under age ↓45 attended homebuyer & financial literacy classes

64%



African-Americans 28%

Asian

Latino

White

46%

LOAN MODIFICATIONS OVER 6,750



BLOCK CLUBS



JOBS CREATED OR RETAINED 55,700

NEIGHBORHOOD YOUTH HIRED



VOLUNTEERS COORDINATED

25,486



SERVICE HOURS PROVIDED 230,622



DONOR LIST

A black and white photograph showing two men standing on either side of a large vertical banner. The banner features the number '35' in a large, stylized font, with 'years' written in smaller text below it. Below this, the 'nhs' logo is prominently displayed in a bold, lowercase font. At the bottom of the banner, the words 'NHS' and 'National Health Service' are visible. The man on the left is wearing a dark jacket and trousers, while the man on the right is wearing a light-colored sweater and trousers. They are both smiling and appear to be holding the banner in place. The background is slightly blurred, suggesting an indoor setting.

The process to become a firsttime homebuyer was challenging and they struggled to learn all the information. Not only did Dora and Maribel have to take the FastTrack class, but they also had to take the Landlord Training because the property is a multifamily home. They loved our services and rated us a 10/10 for customer satisfaction. For them, Home is "Family" and "Security."

Anna Marie grew up in a family who always rented their home and believed that homeownership was unattainable. After doing some research online, she discovered NHS and our down payment assistance program. She had a great experience working with Wayne and Juan and said the process was quick and easy. NHS has awesome services that allowed her to easily buy a home. NHS allowed Anna Marie to become more stable by giving her a place of her own and to remove the ups and downs of renting. To her, "Home is my heart." NHS gave Anna Marie the opportunity to attain her dreams, and she is grateful of the help and services that she has been telling her friends, family, and coworkers about us.

Celebrating Families

- [illegible]

**Los Angeles County Corporate Office &
NeighborWorks® Homeownership Center**
3926 Wilshire Blvd., Suite 200
Los Angeles, CA 90010

Center for Sustainable Communities
1051 W. Rosecrans Ave., 1 Compton, CA 90222

www.nhslacounty.org | 888-895-2NHS

ATTACHMENT B: CLAIMS HISTORY

N/A – NHS DOES NOT HAVE ANY LITIGATION ARISING OUT OF WORK RELATED TO OUR PROJECTS OR OUR SUBCONTRACTOR'S PROJECTS FOR THE LAST TEN (10) YEARS.

ATTACHMENT C

AFFIDAVIT OF NON-COLLUSION

I state that I am PRESIDENT & CEO (title) of NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) Neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY (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 NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY (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)

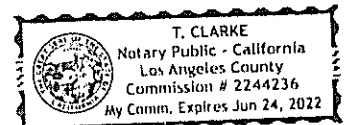
PRESIDENT & CEO
NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY

(Name of Company/Position)

Sworn to and subscribed before me this 10th day of MAY, 2022

[Signature]
Notary Public for California

My Commission Expires: JULY 24, 2022



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:

NEIGHBORHOOD HOUSING SERVICES OF
LOS ANGELES COUNTY

By: _____
Name: LORI GAY
Title: PRESIDENT & CEO

By: _____
Name: JAMES PRICE
Title: CONTROLLER

Address: _____
3926 WILSHIRE BLVD, SUITE 200
LOS ANGELES, CA 90010

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

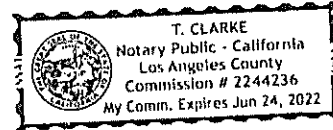
COUNTY OF LOS ANGELES

On MAY 10, 2022 before me, T. CLARKE, Notary Public, personally appeared DPI GUY, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

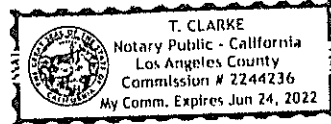
COUNTY OF LOS ANGELES

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

☐
☐
☐
☐
☐
☐

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

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

ATTACHMENT C

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SOUTH EL MONTE AND
NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY (“NHSLA”)**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 27th day of September, 2022, by and between the CITY OF SOUTH EL MONTE, a municipal corporation (“City”) and Neighborhood Housing Services of Los Angeles County (“NHSLA”), a California nonprofit corporation (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

1.2 Compliance With Law and Standards. 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. Consultant is also required to perform all work and services rendered hereunder in accordance with all professional and industry standards.

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 Two Hundred Thousand Dollars (\$200,000) or 20% of the CalHome grant fund as allowed per HCD guidelines. ("Contract Sum").

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Lori R. Gay, President & CEO 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. Colby Cataldi, Director of Community Development [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint

enterprise with City. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees and that Consultant issues or will issue a W-2 to such personnel.

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each

subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination or expiration of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

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

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this

Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures On The Following Page]

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

CITY:

CITY OF SOUTH EL MONTE, a municipal corporation

Rene Salas, Interim City Manager

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor, City Attorney

CONSULTANT:

Neighborhood Housing Services of Los Angeles County, a California nonprofit corporation

By:_____
Name: Lori R. Gay
Title: President & C.E.O

By:_____
Name: J.P. Veen
Title: Vice President and C.O.O

Address:3926 Wilshire Blvd, Suite #200
Los Angeles CA 90010

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

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WITNESS my hand and official seal.

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OPTIONAL

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

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LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
- | | |
|--|--|
| A. Program Administration | I. Waiting List |
| B. Marketing (as needed) | J. Customer Relations |
| C. Program Guidelines (Manual) | K. Project File/Management |
| D. Bilingual Capabilities | L. Review and Approval Applications |
| E. Environmental Review (if applicable) | M. Construction/Rehabilitation |
| F. Photos – Before & After Catalog | N. Property Standards (Zoning/Bldg Codes) |
| G. Energy Efficiency | O. Lead-Based Paint (if applicable) |
| H. Final Inspection | P. Final Documentation & Reporting |
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Updated Program Guidelines (Manual)**
 - B. Project Files includes photos**
 - C. Marketing materials**
- 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 assisting city staff in delivering the following status reports:**
- A. Quarterly Reports (Q1 JAN-MAR; Q2 APR-JUNE; Q3 JULY-SEP; Q4 OCT-DEC)**
 - B. Annual Reports (reports due June 30)**
- 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. Personnel selected by Consultant

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME
A.	20% of Awarded Grant Funding; as allowed per HCD (California Department of Housing and Community Development) guidelines	Not-to-exceed \$200,000 or 20% of grant award whichever is less	Grant Expiration date : 05/31/2025; or until grant funds are expended; whichever comes first.

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

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

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

- A. Line items for all the work performed, 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.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

All projects shall be completed as requested by the City, and shall be completed prior to May 31, 2025. Both parties agree that all services rendered shall be covered by the CalHome Grant Funds.

II. Consultant shall assist city staff with data to deliver the following tangible work products to HCD/CalHome Grant reporting by the following dates.

A. Quarterly Reports (Q1 JAN-MAR/ Ends March 30 Due: April 30; Q2 APR-JUNE/ Ends June 30, Due: July 31; Q3 JULY-SEP/ Ends: Sept 30, Due: Oct 31; Q4 OCT-DEC/ Ends: Dec 31, Due: Jan 31) These reports are due within 30 days of the quarter ending date.

B. Annual Reports (reports due June 30)

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. 11.a.

DATE: September 27, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Rene Salas, Interim City Manager

SUBJECT: LETTER FROM THE EL MONTE/ SOUTH EL MONTE CHAMBER OF COMMERCE REQUESTING A FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER AMPHITHEATER TO HOST AN INFORMATIONAL CANDIDATE FORUM

SUMMARY: The El Monte / South El Monte Chamber of Commerce (Chamber) is requesting a fee waiver for the use of the South El Monte Community Center Amphitheater on Thursday, October 13, 2022 from 3:00 p.m. to 9:30 p.m. to host an Informational Candidate Forum.

RECOMMENDED ACTION: Staff recommends City Council discuss and consider the reservation fee waiver requested by the Chamber in the amount of \$1,749.00. This amount includes the facility rental fee of \$325.00 and the remaining associated fees for the reservation, including staff time, cleaning, and damage deposits in the amount of \$1,424.00.

FISCAL IMPACT: If approved in accordance with the Facility Reservation Regulations and Fee Schedule, the City will waive the facility rental fee in the amount of \$325.00.

The Chamber is also requesting that the City Council consider waiving the additional fees associated with the reservation including staff time, cleaning, and damage deposits in the amount of \$1,424.00. Please find below the facility reservation fee waiver details summarizing the fees associated with the request:

Fees Waived

Description	Units	Total
Amphitheater Rental Fee	\$50.00 per hour x 6.5 hours	\$325.00

Total Fees Waived: \$325.00

Non- Waived Fees for Considerations

Description	Units	Total
Staff Time	\$16.00 per hour x 2 staff x 6.5 hours	\$624.00
Cleaning Fee	\$300.00	\$300.00
Damage Deposit	\$500.00	\$500.00
Insurance Coverage	Agency will provide	\$0.00

Total Non- Waived Fees: \$1,424.00

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

DISCUSSION: The Chamber is requesting to use the South El Monte Community Center Amphitheater on Thursday, October 18, 2022, from 3:00 p.m. to 9:30 p.m. and to waive the facility rental fee in the amount of \$325.00.

In addition, the Chamber is also requesting the City Council to waive the staff fees, cleaning fee, and damage deposit in the amount of \$1,424.00. According to the current City Council approved Facility Reservation Regulations and Fee Schedule, community partners and non-profit organizations are permitted a fee waiver request which solely covers the facility reservation rental fees. All other fees related to the reservation, such as, but not limited to, staff time, cleaning fees, and damage deposits are the responsibility of the Chamber. The City Council has the discretion to approve waiving a "non-waived fee" such as staff time, cleaning fee, and damage deposits.

Staff report prepared by Jayson Perez.

ATTACHMENT(S):

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

ATTACHMENT A



*El Monte/South El Monte
Chamber of Commerce*

September 1, 2022

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

Dear Mr. Salas,

The El Monte/South El Monte Chamber of Commerce is hosting an Informational Candidate Forum on October, 13, 2022. The Forum will feature candidates from the Valle Lindo, Mountain View, El Monte City and El Monte Union High School Districts. We respectfully request the use of the South El Monte Community Center as the venue for this important event for our community. In addition, we respectfully request a waiver of all fees that would be associated to facilitate this event.

The details are outlined in the attached Event Application Form presented to the South El Monte recreation Services Department.

Thank you for your consideration.

Sincerely,

Ken Rausch
Chief Executive Officer

ATTACHMENT B



City of South El Monte Recreation Services Department
1530 Central Avenue, South El Monte, CA 91733
Phone: (626) 579-2043



APPLICANT INFORMATION

Name: Ken Rausch	Organization/Business: El Monte/ South El Monte Chamber of Commerce
Address: 1903 Durfee Ave. Suite 4	City: South El Monte Zip Code: 91733
Home Phone: [REDACTED]	Work Phone:
Cell Phone: [REDACTED]	Email: Ken@emsem.biz

RECREATION SERVICES FACILITY & PARK RENTAL APPLICATION AND AGREEMENT

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

RESERVATION INFORMATION

FACILITY REQUESTED:

1. COMMUNITY CENTER	2. SENIOR CENTER	3. AQUATICS CENTER	4. PARKS
☐ Kitchen	☐ Dining Room	☐ Main Pool	Mary Van Dyke
☐ Gymnasium	☐ Arts and Craft Room	☐ Wading Pool	☐ Community Room
☒ Amphitheater	☐ Game Room I	☐ Locker Rooms	☐ Gazebo
☐ Dance Room	☐ Game Room II		New Temple
☐ Parking Lot			☐ Field
			☐ Picnic Area
			Shively Park
			☐ Field
			☐ Picnic Area
Date of Event:	October 13, 2022	Day(s):	Thursday
Purpose of Event/Function:	Informational Candidate Forum		
Reservation Time:	3:00 pm	to	9:30 pm
Kitchen Hours:		to	
Set up Time:	3:00 pm	to	5:00 pm
Clean up Time:		to	
Will the event be open to the public?	Yes		
Will there be entertainment?	No		
Will food be served?	If yes, what type? _____		
Will alcohol be served?	If yes, name of caterer? _____		
Portable Stage needed?	Yes		

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

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

Signature of Applicant: _____ Date: _____

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

City of South El Monte Recreation Services Department

APPLICANT NAME: EM/SEM Chamber of Commerce DATE OF USE: 10/13/22

FACILITY: Community Center Amphitheater

FACILITY FEE WORK SHEET

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

****IMPORTANT INFORMATION****

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

NOTE: FLOORS ARE COVERED WITH CARPET

Building Fee	\$ 50 x 6.5 Hours	\$ 325.00
Staff Fee	\$ 16 x 3 # Staff x 6.5 Hours	\$ 624.00
Security Guard Fee	\$ x # Guard (s) x Hours	\$ NA
Kitchen Fee		\$ NA
Clean Up Fee		\$ 300.00
Damage Deposit		\$ 500.00
Insurance Premium Certificate	Agency will provide	\$ NA
Liquor Premiums		\$ NA
Inflatable Bouncer		\$ NA
ABC Permit		\$ NA
	TOTAL:	\$ 1,749.00

of Round Tables: _____

of Rectangle Tables: _____

of Chairs _____

Table and Chair Ratio

8 inch Round Table = 8 chairs

8x8 Rectangle Table = 8 chairs

BALANCE DUE DATE: _____

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

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

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

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

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

Security Deposit Refund:

Invoice #: _____

Full refund: Yes _____ No _____

Account#: _____

Reservation Info:

If No, reason:

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

CITY BUILDINGS POLICY AND PROCEDURES

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

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

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

APPLICATION PROCESS:

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

APPLICANT RESPONSIBILITIES:

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

DECORATIONS/SET-UP:

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

PROHIBITED:

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

PROHIBITED CONTINUED:

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

REFUND OF SECURITY DEPOSIT:

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

CANCELLATION POLICY:

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

CANCELLATION, RULES AND REGULATION POLICY

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

Applicant's Signature: _____ Date: _____



City Council Agenda Report

Agenda Item No. 12.a.

DATE: September 27, 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 PRO TEM MANUEL ACOSTA

1. Consideration to Extend Senior Water Aerobics Program Through the End of October

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None



Successor Agency Agenda Report

Agenda Item No. 19.a.

DATE: September 27, 2022

TO: Honorable Chairperson and Members of the Board

APPROVED BY: Rene Salas, Executive Director

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE SUCCESSOR AGENCY MEETING MINUTES FOR JULY 26, 2022

SUMMARY: Staff is requesting approval of the Minutes of the July 26, 2022, Successor Agency Meeting.

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

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
SUCCESSOR AGENCY MEETING MINUTES
TUESDAY, JULY 26, 2022 - 6:00 p.m.**

Successor Agency Meeting Immediately Followed Regular City Council Meeting

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

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

1. CALL TO ORDER AND ROLL CALL

Chair Olmos called the meeting to order at 8:17 p.m.

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

STAFF PRESENT: Rene Salas, Interim Executive Director; Anthony R. Taylor, General Counsel; Donna G. Schwartz, Secretary; and Paola Lara, Deputy City Clerk.

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

2. APPROVAL OF AGENDA

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

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

NAYS: None.

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

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

NAYS: None

4.a. Approved the Regular Successor Agency Meeting Minutes of June 28, 2022.

4.b. Adopted Resolution No. SA 22-02, authorizing payment of City expenditures for the period of July 13, 2022, through July 26, 2022, totaling \$8,699.00.

5. EXECUTIVE DIRECTOR'S AGENDA – None

6. ADJOURNMENT OF SUCCESSOR AGENCY MEETING

There being no further business coming before this body, at 8:19 p.m. Chair Olmos adjourned the meeting.

Donna G. Schwartz, Secretary

Gloria Olmos, Chair